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

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – April 5, 2018 – 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. Adopt the Proclamation commending and congratulating Parker Hudson, an Information Technology Technician in the Help Desk/Infrastructure Division of the Information Technology Department, on his selection as "Employee of the Month" for April 2018;

B. Adopt the Proclamation commending and congratulating the University of West Florida's Argonauts Football Team on their NCAA Super Regional 2 Championship and wishing the coaches, staff, and players continued success;

C. Adopt the Proclamation proclaiming the week of April 8 - 14, 2018, as "Youth Success Week" in Escambia County and calling upon all citizens to embrace this year's theme "Encouraging Youth to Discover Their Purpose and Explore Their Success," in celebration of all the successes of the Juvenile Justice Programs in strengthening families and in turning around the lives of troubled youth;

D. Adopt the Proclamation proclaiming the month of April 2018 as "IMPACT 100 Pensacola Bay Area Month" in Escambia County and commending and congratulating the members for their service to the community;

E. Ratify the Proclamation dated March 15, 2018, commending and congratulating Ms. Joy D. Blackmon on her retirement effective March 30, 2018, and expressing the Board's appreciation for 18 years of faithful and dedicated service as a County employee;

F. Ratify the Proclamation dated March 21, 2018, commending and congratulating members of AmeriCorps and Senior Corps volunteer groups on the sixth annual National Service Recognition Day for their invaluable assistance through their undaunted energy and dedication to the betterment of our community; and

G. Ratify the Proclamation dated March 23, 2018, commending and congratulating Althemese Barnes on her many achievements and wishing her success in her future endeavors.

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

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

8. 5:32 p.m. Public Hearing for consideration of the vacation of a portion of unimproved right-of-way Known as Grotto Avenue, as petitioned by George Powers.

Recommendation: That the Board take the following action regarding a Petition to Vacate a Portion of Unimproved Right-of-Way known as Grotto Avenue:

A. Approve or deny the vacation of a portion of unimproved right-of-way known as Grotto Avenue (approximately 50 feet x 130 feet, containing 0.14 acres, more or less), as petitioned by George D. Powers;

B. Accept the Hold Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

9. 5:33 p.m. Public Hearing to Consider an Ordinance Creating Sections 86-131 through 86-160 of Chapter 86, Article IV, Division 3, of the Escambia County Code of Ordinances, to Implement New Legislation Governing Placement of Small Wireless Facilities in County Rights-of-Way.

Recommendation: That the Board adopt an Ordinance creating Sections 86-131 through 86-160 of Chapter 86, Article IV, Division 3, of the Escambia County Code of Ordinances, to implement new legislation governing placement of small wireless facilities in County rights-of-way.

10. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of the February 28, 2018, Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended February 28, 2018, as required by Ordinance Number 95-13; on February 28, 2018, the portfolio market value was $393,078,987 and portfolio earnings totaled $276,564 for the month; the short term portfolio yield 1.33%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 1.38%; the long-term CORE portfolio achieved a yield of 2.36%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.24%.

2. Recommendation Concerning Acceptance of TDT Collection Data for the January 2018 Returns Received in February 2018

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the January 2018 returns received in the month of February 2018, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the fifth month of collections for the Fiscal Year 2018; total collections for the month of January 2018 returns was $417,058.01; this is a 4.82% increase over the January 2017 returns; total collections year to date are 5.70% more than the comparable timeframe in Fiscal Year 2017.

3. Recommendation Concerning Write-off of Return Checks and Accounts Receivables

That the Board adopt, and authorize the Chairman to sign, the Resolution authorizing the write-off of $755.00 of returned checks and accounts receivables in various funds of the County that have been determined to be uncollectible bad debts.

4. 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 Northwest Florida Water Management District 2018 Consolidated Annual Report for Fiscal Year 2018-2019, provided by Christina Coger, AICP, Program Manager, Resource Planning, Northwest Florida Water Management District; and

B. Change Order No. 001 to the State of Florida Department of Environmental Protection Agreement No. S0779, executed by the Chairman on March 5, 2018, based on the Board's action of November 5, 2015, authorizing the Chairman to sign the Grant Agreement and any documents related to acceptance, execution, reporting, no-cost time extensions, and Amendments to this Grant, pending Legal review and approval, without further action of the Board.

5. 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 March 8, 2018;

B. Approve the Minutes of the Attorney-Client Session held March 15, 2018;

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held March 15, 2018; and

D. Approve the Minutes of the Regular Board Meeting held March 15, 2018.

GROWTH MANAGEMENT REPORT

I. Public Hearings

1. 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2018-01

That the Board of County Commissioners (BCC) review and adopt an ordinance amending the Future Land Use (FLU) Map for a Small Scale Amendment, SSA-2018-01, changing the FLU category for a 1.33 (+/-) acre parcel of property, located at 12248 Gulf Beach Highway, Parcel # 22-3S-31-5001-002-001, from Commercial (C) to Public (P).

2. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on March 6, 2018

That the Board take the following action concerning the rezoning case heard by the Planning Board on March 6, 2018:

A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2018-01 or remand the case back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

1. Case No.:	**Z-2018-01**
Address:	12248 Gulf Beach Highway
Property Reference No.:	22-3S-31-5001-002-001
Property Size:	1.33 (+/-) acres
From:	Com, Commercial district (25 du/acre)
To:	Pub, Public district (du density limited to vested residential development)
FLU Category:	P, Public
Commissioner District:	2
Requested by:	Escambia County, Owner
Planning Board Recommendation:	Approval
Speakers:	Larry Downs, Jr., David Donnelly, Diane Downs, Michael Bearden

3. 5:46 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on March 6, 2018, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

4. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2018-02

That the Board of County Commissioners (BCC) review and adopt an ordinance amending the Future Land Use (FLU) Map for a Small Scale Amendment, SSA-2018-02, changing the FLU category for a 8.955 (+/-) acre parcel of property, located in the 4100 Block of South Blue Angel Parkway, Parcel # 18-3S-31-1101-000-000, from Commercial (C) to Conservation (Con).

5. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on March 6, 2018

That the Board take the following action concerning the rezoning case heard by the Planning Board on March 6, 2018:

A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2018-02 or remand the case back to the Planning Board; and
B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

1. Case No.:	***Z-2018-02***
Address:	4100 Block South Blue Angel Parkway
Property Reference No.:	18-3S-31-1101-000-000
Property Size:	8.955 (+/-) acres
From:	Com, Commercial district (25 du/acre)
To:	Con, Conservation district (du density limited to vested development)
FLU Category:	Con, Conservation
Commissioner District:	2
Requested by:	Escambia County, Owner
Planning Board Recommendation:	Approval
Speakers:	Michael Bearden, Larry Downs, Jr., Diane Downs, David Donnelly, Carol Tebay, Jeanine Avant

6. 5:48 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

   That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on March 6, 2018, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

7. 5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending OBJ CIE 1.2.5 and FLU 1.5.2 in the 2030 Comprehensive Plan

   That the Board of County Commissioners (BCC) review and transmit, to the Department of Economic Opportunity (DEO), an Ordinance amending the 2030 Comprehensive Plan, to remove date and year specific references to the Florida-Alabama Transportation Improvement Program, under section OBJ CIE 1.2.5., and to delete in its entirety, section FLU 1.5.2, Compact Development and Maximum Densities and Intensities.

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

8. 5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Zoning Regulations

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 3, Section 3-2.10 Commercial District, to add drive-through restaurant as a conditional use.

9. 5:51 p.m. - A Public Hearing Concerning the Review of Ordinances Regarding Mobile Homes in MDR and HDR Zoning Districts

That the Board of County Commissioners (BCC) review and adopt one of the following Ordinances regarding Mobile Homes in MDR and HDR zoning districts. On March 6, 2018, the Planning Board reviewed the three options below and recommended option C for approval by the BCC:

A. To establish criteria under which a mobile home may be authorized as a Conditional Use within MDR and HDR zoning districts;

OR

B. To include language to allow mobile homes as permitted uses within the MDR and HDR zoning districts;

OR

C. To establish a Special-Use rezoning process, including criteria for the review and process of an application, to allow for the placing of a mobile home in MDR and HDR zoning district.

10. 5:52 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapters 3, 4, 5, and 6 Regarding Outdoor Signs

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC), Chapters 3, 4, 5, and 6, to repeal and replace development standards and revise related provisions regulating outdoor signs.

11. 5:53 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending the Land Development Code Chapter 4, Article 7, to Establish Regulations Allowing Alternative Uses of Standard Industrial Shipping Containers

That the Board cancel the Public Hearing scheduled to review an Ordinance amending the Land Development Code (LDC) Chapter 4, Article 7, to establish regulations allowing alternative uses of standard industrial shipping containers.

12. 5:54 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 4, Article 7, Section 4-7.6

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 4, Location and Use of Regulations, Article 7, Supplemental Use Regulations, Section 4-7.6, to modify existing regulations, to include certain additional industrial operations such as concrete and asphalt recycling within the county, and to further address adverse off-site impacts caused by all such operations.

II. Action Item

1. Recommendation Concerning a Hold Harmless Agreement for a Shore Protection Structure

That the Board review and approve a hold harmless agreement with William and Christine Petersen, for construction of a seawall at 2005 Crown Pointe Boulevard, Parcel I.D. # 15-2S-31-1100-022-001. The agreement will serve to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

May 3, 2018

A. 5:45 p.m. - A Public Hearing to amend the Official Zoning map to include the following rezoning case heard by the Planning Board on April 3, 2018.

Case No.:	**Z-2018-03**
Address:	6 E Hood Drive
Property Reference No.:	11-1S-30-1101-001-140
From:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre) and MDR, Medium Density Residential district (10 du/acre)
To:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	Derek Stone with Duncan Custom Gutter and Copper Craft Inc., Owner

B. 5:46 p.m. - A Public Hearing - Use of Cargo Containers Ordinance

Summary: LDC amendment to allow alternative uses of standard industrial shipping containers.

C. 5:47 p.m. - A Public Hearing - Changes to the DSM from the January PAC Meeting

Summary: On January 31, 2018, the Professional Advisory Committee (PAC) reviewed the Design Standards Manual, Chapter 1, Article 2, Transportation, to better clarify language for roadway design and to remove reference to Density Bonuses. Some changes affected Chapter 6, Definitions, adding a definition for Conveyance System.

D. 5:48 p.m. - Cancellation of the Public Hearing to Review the HC/LI within MU-S Ordinance *(the ordinance was pulled at the April 3, 2018, Planning Board meeting)*

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning a Memorandum of Understanding between Gulf Islands National Seashore and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

   That the Board take the following action concerning a Memorandum of Understanding between Gulf Islands National Seashore and Escambia County, Florida:

   A. Approve the Memorandum of Understanding between Gulf Islands National Seashore and Escambia County, Florida, which establishes the intent of each party to provide assistance when needed during emergencies in or near the Gulf Islands National Seashore; and

   B. Authorize the Chairman to sign the Memorandum of Understanding.

2. Recommendation Concerning the Amendment to the Antenna Mounting Space License Agreement between Escambia County and New Cingular Wireless PCS, LLC - Michael D. Weaver, Public Safety Department Director

   That the Board take the following action concerning the Amendment to the Antenna Mounting Space License Agreement between Escambia County and New Cingular Wireless PCS, LLC, to allow for the installation of additional antennas, as approved by New Cingular Wireless PCS, LLC, on March 6, 2018:

   A. Approve the Amendment to the Antenna Mounting Space License Agreement between Escambia County and New Cingular Wireless PCS, LLC; and

   B. Authorize the Chairman to sign the Amendment.

3. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Drainage Easement Located Between 12980 and 12990 Ogden Drive, on the Board's Own Motion - Joy Jones, P.E., Public Works Department Director

   That the Board authorize the scheduling of a Public Hearing for May 17, 2018, at 5:31 p.m., to consider the vacation of a 20-foot-wide drainage easement located between 12980 and 12990 Ogden Drive, on the Board's own motion:

   A. Schedule a Public Hearing for May 17, 2018, at 5:31 p.m., to consider the vacation of a drainage easement located between 12980 and 12990 Ogden Drive; and

   B. Direct staff to notify all property owners within a 500-foot radius.

4. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of an Alleyway in Block 48, Figland Park Subdivision - Joy Jones, P.E., Public Works Department Director

   That the Board take the following action regarding a Petition to Vacate a Portion of an Alleyway in Block 48, Figland Park Subdivision:

   A. Authorize the scheduling of a Public Hearing for May 17, 2018, at 5:32 p.m., to consider the Petition to Vacate a Portion of an Alleyway (20 feet x 100 feet) in Block 48, Figland Park Subdivision, as petitioned by Roy and Patricia Wade; and

   B. Require the Petitioners to notify all property owners within a 500-foot radius.

5. Recommendation Concerning the Federal Lands Access Program Project Memorandum of Agreement, for Phases II and III of the Quietwater Beach Ferry Landing Site Improvements Project - Joy Jones, P.E., Public Works Department Director

   That the Board approve and authorize the Chairman to sign the Federal Lands Access Program (FLAP) Project Memorandum of Agreement (MOA), for Phases II and III of the Quietwater Beach Ferry Landing Site Improvements Project.

   [Funding source: Grant total of $1,020,000, which includes the Eastern Federal Lands Highway Division (EFLHD) project management funds (estimated at $20,000), will require a tapered match of 18.07% ($184,314) using State of Florida toll revenue credits]

6. Recommendation Concerning the Resolution Approving the Memorandum of Agreement with the Florida Fish and Wildlife Conservation Commission Establishing a Partnership - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

   That the Board adopt and authorize the Chairman to sign the Resolution approving the Memorandum of Agreement (MOA), FWC Contract No. 17269-MOA, between the Florida Fish and Wildlife Conservation Commission (FWC) and Marine Resources Division, Escambia County Florida, establishing a partnership for the Annual Kids' Fishing Clinic and the Lionfish Awareness Day Festival and Tournament.

7. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for a Fireworks Display for the Meyer/Dunn Wedding Reception at the Portofino Island Resort on Pensacola Beach on April 7, 2018 - Tim Tolbert, Building Official/Department Director

   That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 65dbA (when measured by a sound level meter at or within the property boundary of the receiving land use) for a fireworks display at the Meyer/Dunn wedding reception to be held at Portofino Pier on Pensacola Beach, on April 7, 2018, from 9:45 p.m., to 10:00 p.m.

8. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the April 21st 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 from a Barge on the Soundside of Quietwater Beach for the Soundside Merchants Crawfish Festival on April 21, 2018, from 9:00 p.m., to 9:30 p.m.

9. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for a Fireworks Display for the Brown/Aldridge Wedding Reception at the Portofino Island Resort on Pensacola Beach on April 28, 2018 - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 65dbA (when measured by a sound level meter at or within the property boundary of the receiving land use) for a fireworks display at the Brown/Aldridge wedding reception to be held at Portofino Pier on Pensacola Beach, on April 28, 2018, from 9:45 p.m., to 10:00 p.m.

10. Recommendation Concerning the Partial Release of State Housing Initiatives Partnership Program Lien at 6791 Jefferson Avenue, Century - Tonya Gant, Neighborhood & Human Services Department Director

That the Board review and approve a partial release of the State Housing Initiatives Partnership Program (SHIP) Lien at 6791 Jefferson Avenue, Century, and authorize the Chairman to sign the Partial Release of Lien.

11. Recommendation Concerning Scheduling a Public Hearing for the Fiscal Year 2018 Proposed Grant Application for Mass Transit Projects - Mike Crittenden, Mass Transit Department Director

That the Board authorize the scheduling of a Public Hearing for April 17, 2018, at 5:32 p.m., for the purpose of receiving comments from the public concerning the Fiscal Year (FY) 2018 proposed Grant Application by Escambia County Area Transit (ECAT) for Mass Transit Projects for Federal Transit Administration (FTA) Section 5307 Funds for Operating and Capital expenses.

[Budgetary Impact - The Grant Application is for a total of $1,618,179. Operating Assistance of $800,000 requires a local 50% match of $800,000. Operating assistance will be reimbursed at 50% up to the allowed maximum of $800,000. The local match is included in the FY 2018 Budget. Preventive maintenance, ADA Paratransit Service, and Baldwin County funds require a 20% local match of $204,545, which will be covered by Florida Toll Revenue Credits]

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Write-Off of Accounts Receivable Recorded in the Emergency Medical Service Fund as Uncollectible Bad Debts - Michael D. Weaver, Public Safety Department Director

   That the Board adopt the Resolution authorizing the write-off of $335,950.32, in Accounts Receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

   This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from Emergency Medical Services (EMS) Ambulance Billings for the first quarter of Calendar Year 2018 for 731 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and/or referral to the secondary collection agency.

2. Recommendation Concerning Funding for Beulah Academy of Science School Entrance Warning Assembly - Joy Jones, P.E., Public Works Department Director

   That the Board take the following action concerning the funding for Beulah Academy of Science School Entrance Warning Assembly:

   A. Approve funding $21,000 for the Beulah Academy of Science School Entrance Warning Assembly, from Commissioner Jeff Bergosh's discretionary money, in Fund 353, LOST IV, Cost Center 110102, Object Code 56301, Project #18DS0331; and

   B. Approve issuance of a Purchase Order to Ingram Signalization, Inc., on Contract PD 16-17.083, "Signal Response Maintenance."

   [Funding: Fund 353, LOST IV, Board of County Commissioners' Discretionary Money, Cost Center 110102, Object Code 56301, Project #18DS0331]

3. Recommendation Concerning Traffic Restrictions - Pensacola Beach Elementary School - School Zone Speed Limit - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning Traffic Restrictions - Pensacola Beach Elementary School - School Zone Speed Limit:

A. Adopt a Resolution approving a revised schedule for reduced school zone speed limit enforcement for Pensacola Beach Elementary School; and

B. Authorize the Chairman to sign the Resolution.

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 211201, Account Code 53401 and Fund 353, LOST IV, Cost Center 210106, Project 18EN0224 for sign installations]

4. Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Supplemental Agreement No. 001 for the County Road 295A (Old Corry Field Road) Sidewalk Project, (from State Road 30 [U.S. 98 aka West Navy Boulevard] to County Road 298A [West Jackson Street]) - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Local Agency Program (LAP) Supplemental Agreement No. 001 between the State of Florida Department of Transportation and Escambia County for the installation of sidewalks and drainage system upgrades along County Road (CR) 295A (Old Corry Field Road), from the existing sidewalk north of State Road (SR) 30 (Navy Boulevard) to CR 298A (Jackson Street):

A. Approve the State of Florida Department of Transportation LAP Supplemental Agreement No. 001 between the State of Florida Department of Transportation and Escambia County for the CR 295A (Old Corry Field Road) Sidewalk Project; and

B. Adopt the Resolution authorizing the Chairman to sign the LAP Supplemental Agreement.

[Funding Source: FDOT will reimburse the County up to $529,988 for expenses related to the construction of the project. This Supplemental Agreement, No. 001, will increase the project cost by $176,838, from $353,150 to $529,988. A Supplemental Budget Amendment will be prepared by the Office of Management and Budget to recognize the funding for this Supplemental Agreement. Funding is available in Fund 352, LOST III]

5. Recommendation Concerning Contract Award for New Escambia County Corrections Facilities - Enhanced Commissioning - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and H2Engineering, Inc., per the terms and conditions of PD 17-18.019, New Escambia County Corrections Facilities - Enhanced Commissioning, in the amount of $305,000.

[Funding: Fund 311, Series 2017 Project Fund, Cost Center 290408, Object Code 56201, Project # 14SH2728]

6. Recommendation Concerning Contract Award for New Escambia County Corrections Facilities - Threshold Inspections - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Mott MacDonald, LLC, per the terms and conditions of PD 17-18.018, New Escambia County Corrections Facilities – Threshold Inspections, in the amount of $144,200.

[Funding: Fund 311, Series 2017 Project Fund, Cost Center 290408, Object Code 56201, Project # 14SH2728]

7. Recommendation Concerning Contract Award for EMS Collection Services - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board:
A. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Affiliated Creditors, Inc., per the terms and conditions of PD 17-18.028, EMS Collection Services, in the amount of $50,000 annually; and

B. Authorize the Office of Purchasing through the County Attorney to issue a formal notice of Contract termination to Uptain Group, Inc., d/b/a Medco Services, based on communication with the firm beginning on August 10, 2017, where they stated that their company would no longer continue to subsidize our collection efforts. This notice is to be with immediate effect.

[Funding: Fund 408, Emergency Medical Services, Cost Center 330603, Object Code 53401]

8. Recommendation Concerning the Contract Award for Construction, Engineering, Inspection and Program Management Services for Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue) - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Mott MacDonald Florida, LLC, per the terms and conditions of PD 17-18.015, Construction, Engineering, Inspection (CEI) and Program Management Services for Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue), for a lump sum amount of $410,747.50.

[Funding: Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project 18EN0214, $218,212.08; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project 15EN3244, $149,190.13; and Fund 352, LOST III, Cost Center 210109, Object Code 56301, Project 10EN0363, $43,345.29]

9. Recommendation Concerning Contract Award Grand Lagoon Drainage Improvements Project - Phase II - Paul Nobles, Purchasing Manager, Office of Purchasing

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 17-18.016, Grand Lagoon Drainage Improvements Project - Phase II, in the amount of $275,420.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 12EN2061]

10. Recommendation Concerning Contract Award for Psychiatry Services (with Telemed Option) for Escambia County Corrections - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and LocumTenens.com, LLC, per the terms and conditions of PD 17-18.003, Psychiatry Services (with Telemed Option) for a term of one year, with possible two additional one-year renewal terms. Anticipated expenditure for the remainder of Fiscal Year 2017-2018 is $93,035.

[Funding: Fund 001, General Fund; Cost Center 290402, Inmate Medical; Object Code 53101, Professional Services]

11. Recommendation Concerning Contract Award for Construction, Engineering, & Inspection Services for Cove Avenue and Detroit Boulevard Bridges Replacement - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Atkins North America, Inc., per the terms and conditions of PD 17-18.013, CEI (Construction, Engineering, & Inspection) Services for Cove Avenue and Detroit Boulevard Bridges Replacement, for a lump sum of $271,850.05.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #13EN2523]

12. Recommendation Concerning Secure Continuous Remote Alcohol Monitoring Equipment and Services for Escambia County Corrections - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Alcohol Monitoring Systems, Inc., per the terms and conditions of PD 17-18.009, Secure Continuous Remote Alcohol Monitoring Equipment and Services for Escambia County Corrections, for a term of three years, with possible two additional one-year renewal terms. Anticipated expenditure for the remainder of Fiscal Year 2017-2018 is $49,975.

[Funding: Fund 114, Misdemeanor Probation; Cost Center 290301; Object Code 53401, Other Contractual Services]

13. Recommendation Concerning the Purchase of Two Ford Transit 350 High Roof HD Super (S4X) Cargo Vans for the Corrections Department - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the purchase of two Ford Transit 350 High Roof HD Super (S4X) Cargo Vans for the Corrections Department, per the specifications of VE 17-18.009, from Key Ford, LLC, d/b/a World Ford Pensacola, for a total price of $99,843.40, per Escambia County Code of Ordinances, Chapter 46, Finance, Article II in whole, and Section 46-111. - Small business enterprise program related to local purchases.

[Funding: Fund 352, LOST III; Cost Center 290407, Detention Capital Project; Object Code 56401, Machinery & Equipment]

14. Recommendation Concerning the Purchase of Three 2019 International HX Tractors - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board authorize the issuance of a Purchase Order for three 2019 International HX Tractors, for the Waste Services Department, to Ward International Trucks of Florida, LLC, in the amount of $148,430 per unit, $445,290 for a total of three units, according to the Specification Number VE 17-18.007.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County website for 30 days. Two responses were received: The original quote from a dealership authorized under the Florida Sheriff's Association Contract (17-15.0904), and a quote from Ward International Trucks of Florida, LLC, a local dealership with a location within Escambia County, Florida.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230307, SW Transfer Station; Object Code 56401, Machinery & Equipment]

15. Recommendation Concerning the Purchase of One Landfill Compactor - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding the purchase of one Landfill Compactor:

A. Authorize the County to utilize the City of Tucson, Arizona, term Contract available through the National Intergovernmental Purchasing Alliance (National IPA) Contract (RFP #120377), in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64. Board approval; and

B. Authorize the Issuance of a Purchase Order for one Caterpillar Model 836K Landfill Compactor, for the Escambia County Waste Services Department, to Thompson Tractor Company, Inc., in the amount of $1,257,711, according to the specifications outlined in Specification Number VE 17-18.006.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County website for 30 days. Two responses were received from local bidders.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 56401, Machinery & Equipment]

16. Recommendation Concerning the Purchase of One Compact Track Loader - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding the purchase of one compact track loader:

A. Authorize the County to utilize the National Joint Powers Alliance (NJPA) Term Contract (032515-CAT), in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for one new 2018 Caterpillar Compact Track Loader, Model 299D2XHP, for the Escambia County Waste Services Department, to Thompson Tractor Company, Inc., in the amount of $82,339.64, according to the specifications outlined in Specification Number VE 17-18.008.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County website for 30 days. No responses were received.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 56401, Machinery & Equipment]

17. Recommendation Concerning the Issuance of a Purchase Order for One Ford F550 Chassis 4x4 Dual Rear Wheel Truck - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding the purchase of one Ford F550 Chassis 4x4 Dual Rear Wheel Truck:

A. Authorize the County to utilize the Florida Sheriff's Association Term Contract (FSA17-VEL15.0), in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for One Ford F550 Chassis 4x4 Dual Rear Wheel Truck, for the Waste Services Department, to Asbury Jax Ford, LLC, d/b/a Coggin Ford, in the amount of $56,861, according to the specifications outlined in Specification Number VE 17-18.010.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County website for 30 days. No responses were received.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 56401, Machinery & Equipment]

18. Recommendation Concerning Contract Award for County Road 297A at Kingsfield Road (County Road 186) Intersection Improvements - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Roads, Inc. of NWF, per the terms and conditions of PD 17-18.029, CR297A at Kingsfield Road (CR186) Intersection Improvements, in the amount of $1,010,138.85.

[Funding: Fund 353, “LOST IV," Cost Center 210106, Object Code 56301, Project Number 18EN0205]

19. Recommendation Concerning the Interlocal Agreement with the Santa Rosa Island Authority Relating to Mass Transit Service on Pensacola Beach for 2018 - Mike Crittenden, Mass Transit Department Director

That the Board take the following action concerning the Interlocal Agreement with the Santa Rosa Island Authority (SRIA) relating to transportation services on Pensacola Beach for 2018:

A. Approve the Interlocal Agreement between Escambia County, Florida, and the SRIA Relating to Mass Transit Service on Pensacola Beach, via Escambia County Area Transit (ECAT) trolleys, from May 25, 2018, through September 03, 2018, with the SRIA reimbursing the County for all operating costs; and

B. Authorize the Chairman to sign the Interlocal Agreement.

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beach-goers, tourists, and locals an opportunity to visit more of the beach, and subsequently more of the beach businesses.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT “Beach Jumper” route, bringing passengers from Pensacola to Pensacola Beach. The trolley service route runs seven days a week during the contract period.

[Funding: The SRIA will reimburse the County for all operating costs]

20. Recommendation Concerning Supplemental Budget Amendment #076 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #076, Local Option Sales Tax (LOST) III, Fund 352, in the amount of $176,838, to recognize proceeds from a State of Florida Department of Transportation Local Agency Program (LAP) Supplemental Agreement, and to appropriate these funds for the installation of sidewalks along Old Corry Field Road between Navy Boulevard (SR 30) and Jackson Street.

21. Recommendation Concerning a Second Interest-Free Interfund Loan between the General Fund (001) and the Mass Transit Fund (104) - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action:

A. Approve a second revolving interfund loan from the General Fund (001) to the Mass Transit Fund (104), in an amount not to exceed $1,500,000, to cover cash shortfalls until Grant reimbursements are received. The revised total amount of Interfund loans for Mass Transit activities during Fiscal Year 2017/2018 is $3,000,000; and

B. Waive all interest payments on any outstanding balance on this revolving interfund loan.

This interfund loan request is necessary due to the Federal Transit Authority (FTA) releasing the final apportionment of 2017-5307 funds in August 2017 and then shutting down TrAMS in September 2017 for year end. FTA agencies did not have the time required to process the Grant Applications for this final apportionment before TrAMS shut down. The 2017 Grant funds have been PINNED for distribution with an expected draw down of $1,685,121. The BOCC recently approved the 2018 Certs and Assurances at the March 15, 2018, Board Meeting, During March 2018 the FTA released the Fiscal Year 2018 Apportionment for the 5307 Funding, 6/12 were released totaling $1,588,850. The application for the 2018 funding is scheduled for the April 17, 2018, Board Agenda with expected funding draw downs to be available in June 2018.

III. For Discussion

1. Recommendation Concerning Donation from District 4 Discretionary Funds for Reviving Baseball in Inner Cities - Commissioner Grover Robinson, District 4

   That the Board approve the contribution of $2,000 discretionary funds by Commissioner Grover Robinson to the 501c3 non-profit Reviving Baseball in Inner Cities (RBI) Program in Pensacola. Upon Board approval, the County Administrator's Office will issue a payment request.

   [Funding: Fund 001 General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

2. Recommendation Concerning Donation from District 4 Discretionary Funds for Repairs to Pensacola Beach Tennis Court - Commissioner Grover Robinson, District 4

   That the Board approve the contribution of $3,000 discretionary funds by Commissioner Grover Robinson to the Escambia County Public Works Department for repairs to a Pensacola Beach tennis court. Upon Board approval, the County Administrator's Office will issue a payment request.

   [Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

3. Recommendation Concerning an Appointment to the Escambia County Housing Finance Authority - Jack R. Brown, County Administrator

That the Board appoint one of the following candidates to the Escambia County Housing Finance Authority, effective April 5, 2018, through July 31, 2021,to fill the unexpired term of Mr. Steve Jernigan, who resigned:

A. Elizabeth Denny-Abernathy, as requested by Patricia D. Lott, Executive Director, Escambia County Housing Finance Authority;

B. Dennis J. Echols, Jr.: or

C. Frederick J. Gant.

Dennis J. Echols, Jr., and Frederick J. Gant responded to the General Alert posted by Escambia County's Community and Media Relations Office on the County's website, from February 16, 2018, to March 2, 2018, to seek residents interested in volunteering to be considered for an appointment on the Escambia County Housing Finance Authority. No other residents responded to the General Alert.

4. Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office Finance Division

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds per the requirements of F.S. 932.7055(5) for Outside Agency partners in Escambia County for Fiscal Year 2017/2018:

A. New World Believers, in the amount of $5,000;

B. Men's Barn Meeting, Inc., in the amount of $3,000;

C. Civitan International Foundation, in the amount of $4,000;

D. The Epilepsy Foundation of Florida, in the amount of $2,500;

E. Perdido Bay Youth Sports Association, in the amount of $1,000;

F. Studer Community Institute, in the amount of $10,000;

G. Teen Challenge of Florida, Inc., in the amount of $2,500; and

H. AMIkids Pensacola, Inc., in the amount of $10,000.

Upon approval of these funding allocations, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201]

5. Recommendation Concerning a Funding Request from the Northview High School Future Farmers of America - Commissioner Steven Barry, District 5

That the Board approve the request from the Northview High School Future Farmers of America (FFA) for $2,500, to be funded from the 4th Cent Tourist Development Tax, for the Blue Jacket Jamboree. Upon Board approval, the County Administrator's Office will issue a payment request.

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

6. Recommendation Concerning a Funding Request from the Barrineau Park Historical Society - Commissioner Steven Barry, District 5

   That the Board approve the Barrineau Park Historical Society's request for $3,000, to be funding from the 4th Cent Tourist Development Tax, for the Barrineau Park Festival. Upon Board approval, the County Administrator's Office will issue a payment request.

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

7. Recommendation Concerning a Funding Request from the Pensacola Futbol Club, Inc., d/b/a Gulf Coast Texans, for the Florida State Cup Soccer Tournament - Commissioner Steven Barry, District 5

   That the Board consider and approve the request from the Pensacola Futbol Club, Inc., d/b/a Gulf Coast Texans, for the Florida State Cup State Cup Soccer Tournament, in the amount of $2,500, to be funded from Commissioner Barry's discretionary money. Upon Board approval, the County Administrator's Office will issue a payment request.

   [Funding: Fund 001, General Fund Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Scheduling of a Public Hearing on Tuesday, April 17, 2018, at 5:31 p.m., to Consider Adoption of a New Natural Gas Franchise Ordinance for the Town of Century, Florida.

   That the Board authorize scheduling a Public Hearing on Tuesday, April 17, 2018, at 5:31 p.m. to consider adoption of a new natural gas franchise ordinance for the Town of Century, Florida.

2. Recommendation Concerning Bond Counsel and Bond Disclosure Counsel Agreement Extensions

   That the Board approve the renewal, pursuant to paragraph 2 of each agreement for a five (5) year term, of bond counsel's contract (PD 11-12.022) with Bryant Miller Olive, P.A. and bond disclosure counsel's contract (PD 11-12.020) with Nabors, Giblin & Nickerson, P.A. both effective retroactively to August 9, 2017 and authorize the Chairman to sign the extensions.

3. Recommendation Concerning Adopting a Resolution Designating the Interim Chief Correctional Officer of Escambia County.

   That the Board adopt and authorize the Chairman to sign the attached Resolution designating the Interim Chief Correctional Officer of Escambia County, pursuant to Section 951.06, Fla. Stat., to designate Selina Barnes as the Interim Chief Correctional Officer for Escambia County, effective 5:01 p.m., Friday, April 6, 2018.

4. Recommendation Concerning Recognition-Acknowledgement Petition and Resolution of Recognition to the Public Employees Relations Commission.

   That the Board, acting in its capacity as the Board of Directors of the Escambia County Area Transit Authority, take the following action:

   A. Approve the Recognition-Acknowledgement Petition as requested by the Amalgamated Transit Union, Local 1395, and authorize the Chairman to execute Part II as the “Employer Representative”; and

   B. Adopt the Resolution of Recognition and authorize the Chairman to execute the Resolution.

II. For Information

1. Recommendation Concerning Smyrna Baptist Church of Pensacola, Inc. v. Board of Adjustment of Escambia County, Florida; Case No.: 2017 CA 001937.

That the Board accept the following information in the matter of *Smyrna Baptist Church of Pensacola, Inc. v. Board of Adjustment of Escambia County, Florida*; Case No.: 2017 CA 001937:

On March 20, 2018, the Court issued a Final Order denying Petitioner, Smyrna Baptist Church of Pensacola, Inc.'s Petition for Writ of Certiorari requesting the Court quash the Board of Adjustment's decision rendered on November 15, 2017, granting an application filed by Parvati Lodging, LLC, for a conditional use permit to serve alcohol inside a lodging establishment located within 1,000 feet of a place of worship. As requested in the County's Response, the Court affirmed the BOA's decision after concluding due process was accorded, the BOA complied with the essential requirements of the law, and the BOA's decision was based upon competent substantial evidence.

11. Items added to the agenda.

12. Announcements.

13. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13872 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 04/05/2018
Issue: Adoption/Ratification of Proclamations
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Parker Hudson, an Information Technology Technician in the Help Desk/Infrastructure Division of the Information Technology Department, on his selection as "Employee of the Month" for April 2018;

B. Adopt the Proclamation commending and congratulating the University of West Florida's Argonauts Football Team on their NCAA Super Regional 2 Championship and wishing the coaches, staff, and players continued success;

C. Adopt the Proclamation proclaiming the week of April 8 - 14, 2018, as "Youth Success Week" in Escambia County and calling upon all citizens to embrace this year's theme "Encouraging Youth to Discover Their Purpose and Explore Their Success," in celebration of all the successes of the Juvenile Justice Programs in strengthening families and in turning around the lives of troubled youth;

D. Adopt the Proclamation proclaiming the month of April 2018 as "IMPACT 100 Pensacola Bay Area Month" in Escambia County and commending and congratulating the members for their service to the community;

E. Ratify the Proclamation dated March 15, 2018, commending and congratulating Ms. Joy D. Blackmon on her retirement effective March 30, 2018, and expressing the Board's appreciation for 18 years of faithful and dedicated service as a County employee;

F. Ratify the Proclamation dated March 21, 2018, commending and congratulating members of AmeriCorps and Senior Corps volunteer groups on the sixth annual National Service Recognition Day for their invaluable assistance through their undaunted energy and dedication to the betterment of our community; and

G. Ratify the Proclamation dated March 23, 2018, commending and congratulating Althemese Barnes on her many achievements and wishing her success in her future endeavors.

BACKGROUND:

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

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

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Parker Hudson EOM April 2018 Proclamation
UWF Football
Youth Success Week 2018
IMPACT 100 Pensacola Bay Area
Joy Blackmon
National Service Recognition Day
Althemese Barnes

PROCLAMATION

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

***WHEREAS**, Parker Hudson, an Information Technology Technician in the Help Desk/Infrastructure Division of the Information Technology Department, began his employment with the County on August 2, 2016, and is selected for "Employee of the Month" for April 2018, for the standards of excellence that he has displayed in the performance of his duties; and*

***WHEREAS**, Parker is an asset to the Information Technology (IT) Department. He is very knowledgeable in many aspects of IT. He works well with customers. Many customers request his service by name because they know he is knowledgeable, thorough, and quick to resolve the issue. He is well-liked by his team mates. Parker is always willing to help with an issue. If he hears of an issue that someone is having without success of resolution, he will research it and usually find a good resolution. He also assists the Applications Division and Infrastructure Division as needed; and*

***WHEREAS**, Parker has assisted in deploying some of the tools that the IT Department needs to operate. These tools/applications are very challenging; Parker is able to understand what needs to be accomplished, and he takes care of the need; and*

***WHEREAS**, Parker listens to customers and coworkers to help solve problems. He never loses his temper or raises his voice when customers are upset. He ensures that he thoroughly explains an issue to the customer so that they understand the situation, and turns most situations into a training opportunity; and*

***WHEREAS**, Parker is part of Safer Santa Rosa, which is a part of the disaster recovery process after an event; and*

***WHEREAS**, in his free time, Parker travels regularly. He recently went on a trip to Iceland with some friends.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Parker Hudson on his selection as the "Employee of the Month" for April 2018.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman
District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: April 5, 2018

PROCLAMATION

***WHEREAS**, the University of West Florida (UWF) Argonauts signed their first Football Program recruiting class in February 2015 and, in the Fall of 2015, featured practice and intra-squad scrimmages. The 2016 season was the first year of varsity competition. The Argos' first home game was against the Missouri S&T Miners on September 10, 2016, at Blue Wahoos Stadium; and*

***WHEREAS**, UWF won five consecutive road games over five nationally-ranked opponents – including the No. 1 ranked team – advanced to the NCAA Division II National Championship for the first time in program history, and became the fastest program to make the Division II Football Playoffs, doing so in its second season year of existence. The Argos defeated No. 17 West Alabama, 28-21, on December 2nd, to win the NCAA Super Regional 2 Championship; and*

***WHEREAS**, UWF defeated Florida Tech for the second-consecutive year in the Coastal Classic – a game matching Florida's only two Division II football playing institutions; and*

***WHEREAS**, UWF won a school-record 11 victories, while finishing with an 11-4 overall record, and ended the 2017 season ranked No. 2 in the country in its first-ever appearance in any national top-25 ranking; and*

***WHEREAS**, Head Coach Pete Shinnick was named the Division II National Coach of the Year by the American Football Coaches Association, Don Hanson's Football Gazette and D2Football.com; and*

***WHEREAS**, Juniors Marvin Conley and John Williamson were each named Second Team All-America by the Division II Conference Commissioners Association. Sophomore Austin Williams was named First Team All-Gulf South Conference and set the GSC single-season record for field goals with 27. Junior John Williamson was named First Team All-Gulf South Conference and set the GSC single-season record for quarterback sacks with 14.5; and*

***WHEREAS**, Junior wide receiver Antoine Griffin, Sophomore offensive lineman Samuel Antoine, and Sophomore defensive back Trent Archie were chosen for the second team, and Freshman Mike Beaudry was named the Gulf South Conference Offensive Freshman of the Year; and*

***WHEREAS**, UWF averaged 5,199 fans in five games at Blue Wahoos Stadium, ranking the Argonauts 25th in the country. The 2017 season is the second-consecutive season they have been ranked in the top 25.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby commends and congratulates the University of West Florida's Argonauts Football Team on their NCAA Super Regional 2 Championship and wishes the coaches, staff, and players continued success.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman, District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____

Deputy Clerk

Adopted: April 5, 2018

PROCLAMATION

***WHEREAS**, Florida's juvenile crime problem has ramifications reaching far beyond the Juvenile Justice System and affects the health and integrity of the State's business, community, education, and family institutions; and*

***WHEREAS**, the Juvenile Justice System must provide strong prevention and early intervention services for at-risk youth and minor offenders, as well as opportunities for rehabilitation for the more serious juvenile offender; and*

***WHEREAS**, Juvenile Justice Programs can and have helped at-risk children and their families stay crime-free, leading to fewer crimes and more saved lives; and*

***WHEREAS**, Escambia County joins forces with the Department of Juvenile Justice, local businesses, law enforcement, schools, the judiciary, faith-based community organizations, and other concerned citizens in support of programs that prevent juvenile crime and improve youth prevention and intervention services; and*

***WHEREAS**, the citizens of Escambia County need to join together in the fight against crime in our community and take part in stopping or preventing juvenile delinquency.*

***NOW, THEREFORE**, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim April 8 – April 14, 2018, as*

"YOUTH SUCCESS WEEK"

*in Escambia County, and calls upon all the citizens of our community to embrace this year's theme "**Encouraging Youth to Discover Their Purpose and Explore Their Success**", in celebration of all the successes of the Juvenile Justice Programs in strengthening families and in turning around the lives of troubled youth.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman
District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: April 5, 2018

PROCLAMATION

***WHEREAS**, IMPACT 100 Pensacola Bay Area, a women's philanthropic group serving Escambia and Santa Rosa counties, was formed in 2003 with the mission of knowing and serving the community, collectively funding significant grants to charitable initiatives, and setting an example of effective philanthropy; and*

***WHEREAS**, IMPACT 100 Pensacola Bay Area funds grants to qualifying 501 (c)(3) nonprofits in five focus areas consisting of Arts & Culture; Education; Environment, Recreation & Preservation; Family; and Health & Wellness; and*

***WHEREAS**, IMPACT 100 Pensacola Bay Area had an inaugural membership of 233 ladies and in that year funded two grants in the amount of $116,500; and*

***WHEREAS**, IMPACT 100 Pensacola Bay Area completed its 2018 Membership Season with a historic number of 1,103 members, allowing the organization to award an unprecedented 11 grants to local nonprofits in the amount of $100,300 each, for a total award amount of $1,103,000 for 2018; and*

***WHEREAS**, upon awarding grants to local nonprofits in 2018, IMPACT 100 Pensacola Bay Area will have awarded 98 grants for a total of $10,498,000 to over 70 nonprofit organizations in its rich 15-year history; and*

***WHEREAS**, one hundred percent of each member's $1,000 donation, to this all-volunteer organization, collectively funds $100,000 grants directly to nonprofits, without any administrative fees being withheld; and*

***WHEREAS**, IMPACT 100 recognizes the tireless efforts of the nonprofits in our community whose vision, passion, and commitment is changing lives and strengthening our community; and*

***WHEREAS**, IMPACT 100 Pensacola Bay Area's dedicated members proudly and honorably represent this community as the largest IMPACT 100 organization in the world.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, recognizes April 2018 as*

"IMPACT 100 Pensacola Bay Area Month"

in Escambia County and commends and congratulates the members for their service to the community.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman
District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: April 5, 2018

PROCLAMATION

***WHEREAS**, Joy D. Blackmon, began her career with the Escambia County Board of County Commissioners on December 23, 1999, as an Engineer II; and*

***WHEREAS**, during her tenure, Ms. Blackmon has held numerous positions including Development Plans Review Manager; Chief of Development Services; Division Manager; Assistant Director of County Engineering; Interim Assistant County Administrator; and Public Works Bureau Chief; and*

***WHEREAS**, under Ms. Blackmon's supervision, the Public Work's Department was responsible for numerous road improvement and drainage projects, bridge replacement projects, and sidewalk construction projects; and*

***WHEREAS**, Ms. Blackmon's knowledge and leadership assisted in Escambia County's recovery from Hurricanes' George, Charley, Frances, Ivan, Isaac, Katrina, and Nate as well as several major rain events including the 2014 flood and the 2014 ice storm; and*

***WHEREAS**, Ms. Blackmon has earned numerous accolades throughout her career from the Board of County Commissioners, County Administrators, fellow Department Directors, and employees for her guidance, devotion to teamwork, and her willingness to take on any project large or small.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners, on behalf of the citizens of Escambia County and her fellow coworkers, commends and congratulates Ms. Joy D. Blackmon on her retirement effective Friday, March 30, 2018.*

***BE IT FURTHER PROCLAIMED**, that the Board of County Commissioners of Escambia County expresses its appreciation to Ms. Joy D. Blackmon for 18 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman
District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL.

Dated: March 15, 2018

PROCLAMATION

***WHEREAS**, on April 3, 2018, Escambia County will celebrate the sixth annual National Service Recognition Day; and*

***WHEREAS**, along with thousands of local leaders nationwide, Escambia County would like to recognize local AmeriCorps members and Senior Corps volunteers for their positive and immeasurable impact on local communities; and*

***WHEREAS**, this initiative is led by the Corporation for National and Community Service (CNCS), the National League of Cities, the National Association of Counties, and Cities of Service; and*

***WHEREAS**, CNCS, America's leader in volunteering and service efforts, engages over 325,000 AmeriCorps and Senior Corps volunteers in national service at more than 50,000 locations annually; and*

***WHEREAS**, these volunteers partner with schools, faith-based groups, non-profits, and local agencies; and*

***WHEREAS**, members are embedded within the communities they serve, using their ingenuity and training to make a positive and lasting impact; and*

***WHEREAS**, these volunteers often respond to natural disasters, educating students for the 21st century workforce, supporting veterans and military families, and helping local leaders make their communities stronger.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates members of AmeriCorps and Senior Corps volunteer groups on the sixth annual National Service Recognition Day for their invaluable assistance through their undaunted energy and dedication to the betterment of our community.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman
District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

BOARD OF COUNTY COMMISSIONERS
SEAL
ESCAMBIA CO., FL

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Dated: March 21, 2018

PROCLAMATION

***WHEREAS**, Althemese Barnes was born in Tallahassee, Florida, where she still lives with her husband, Calvin Barnes. She completed high school at Lincoln High School in Tallahassee. Mrs. Barnes completed college at Florida State University in Tallahassee, where she received a Museum Management Certification; and*

***WHEREAS**, after serving as a high school Choir Director at the all black Lincoln High School and later as a State government employee, she retired from the Department of Education in 1995. After retirement, Mrs. Barnes made the decision to fill a gap that she saw in the research, documenting, and preserving of African American history. To make a difference, in 1996, she established the first community-based African American museum in Tallahassee, the Riley House Museum. In 1997, to expand the reach, she organized a professional association of African American museums from Pensacola to Key West, Florida, that were in various stages of development; and*

***WHEREAS**, Mrs. Barnes has become recognized as an icon of the Black history movement and profession. She has presented at numerous state, national, and international meetings and conferences and has provided internship experiences for over 70 students from Florida A&M University and Florida State University, many of whom have received the doctorate degree; and*

***WHEREAS**, Mrs. Barnes has directed the research and publication of 28 books and documentaries based on historical research. Among her numerous honors and awards was her 2012 appointment by President Barack Obama to the Board of Directors of the Institute of Museum and Library Services. She was also the 2016 Recipient of the Evelyn Fortune Bartlett Florida Trust for Historic Preservation Award; and*

***WHEREAS**, Mrs. Barnes currently serves as the CEO of the Riley Museum and Florida African American Heritage Preservation Network.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Althemese Barnes on her many achievements and wishes her success in her future endeavors.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Vice Chairman
District Three

Jeff Bergosh, Chairman, District One

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

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

SEAL — THE BOARD OF COUNTY COMMISSIONERS ★ ESCAMBIA CO., FL ★

Deputy Clerk

Dated: March 23, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13860 **Public Hearings 8.**

BCC Regular Meeting

Meeting Date: 04/05/2018

Issue: 5:32 p.m. Public Hearing - Vacate a Portion of Unimproved Right-of-Way known as Grotto Avenue

From: Joy Jones, Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of the vacation of a portion of unimproved right-of-way Known as Grotto Avenue, as petitioned by George Powers.

Recommendation: That the Board take the following action regarding a Petition to Vacate a Portion of Unimproved Right-of-Way known as Grotto Avenue:

A. Approve or deny the vacation of a portion of unimproved right-of-way known as Grotto Avenue (approximately 50 feet x 130 feet, containing 0.14 acres, more or less), as petitioned by George D. Powers;

B. Accept the Hold Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

BACKGROUND:

Grotto Avenue (formerly Oak Avenue) intersects with Innerarity Point Road and is located in the Oak Court Addition Subdivision, as recorded in Plat Book 1, Page 8. Grotto Avenue, south of Innerarity Point Road, is not maintained by Escambia County.

The petitioner, Mr. George Powers, is requesting the county to vacate a portion of

unimproved right-of-way known as Grotto Avenue, an area approximately 50' x 130', located west of the property that Mr. Powers currently owns.

No one will be denied access to his or her property as a result of this vacation.

There is a parcel of land located south of the vacation area which is currently owned by the property owner on the west side of the area requesting to be vacated. There is currently no direct water access.

Notifications were sent to the surrounding property owners within a 500' radius of the requested vacation area.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Hold Harmless - Grotto Ave
Resolution - Grotto Ave
Notice of Adoption - Grotto Ave
Certification of Property Owners - Grotto Ave

Aerial Map - Grotto Avenue Vacation

HOLD/HARMLESS AGREEMENT

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

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

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

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

DESCRIPTION: (AS PREPARED BY FABRE ENGINEERING & SURVEYING)

THAT PORTION OF GROTTO AVENUE (FORMERLY OAK AVENUE), (50 ' R/W), LYING WEST OF LOT 10, OAK COURT ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 8 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 10, ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SOUTH LANE (30 ' R/W) AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO SOUTH 05 DEGREES 57 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 10 AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE A DISTANCE OF 130.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE DEPARTING SAID WEST LINE OF LOT 10 AND EAST RIGHT-OF-WAY LINE GO SOUTH 77 DEGREES 21 MINUTES 08 SECONDS WEST A DISTANCE OF 50.34 FEET TO THE SOUTHEAST CORNER OF LOT 11, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO NORTH 05 DEGREES 57 MINUTES 17 SECONDS WEST ALONG SAID EAST LINE OF LOT 11 AND WEST RIGHT-OF-WAY LINE A DISTANCE OF 130.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE DEPARTING SAID EAST LINE AND WEST RIGHT-OF-WAY LINE GO NORTH 77 DEGREES 21 MINUTES 08 SECONDS EAST A DISTANCE OF 50.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.14 ACRES, MORE OR LESS.

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

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

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

Executed in the presence of:

Witness

Charles Butts
Print or type name

Witness

Harrison Aquino
Print or type name

Petitioner(s)

George D Powers
Print or type name(s)

Date: 3/14/18

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14 day of March, 20 18, by George D Powers. He/She is (___) personally known to me, (X) produced current Florida/Other P620-304-81-417-0 driver's license as identification, and/or (___) produced current ___ as identification.

Notary Public

Dan Haycraft
Print or type name

(Notary Seal must be affixed)

DAN HAYCRAFT
MY COMMISSION # GG 015725
EXPIRES: July 26, 2020
Bonded Thru Notary Public Underwriters

Commission Expires: Jul 26 2020
Commission Number: GG 015725

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

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

RESOLUTION NUMBER R_____-_____

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

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

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

DESCRIPTION: (AS PREPARED BY FABRE ENGINEERING & SURVEYING)

THAT PORTION OF GROTTO AVENUE (FORMERLY OAK AVENUE), (50 ' R/W), LYING WEST OF LOT 10, OAK COURT ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 8 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 10, ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SOUTH LANE (30 ' R/W) AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO SOUTH 05 DEGREES 57 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 10 AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE A DISTANCE OF 130.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE DEPARTING SAID WEST LINE OF LOT 10 AND EAST RIGHT-OF-WAY LINE GO SOUTH 77 DEGREES 21 MINUTES 08 SECONDS WEST A DISTANCE OF 50.34 FEET TO THE SOUTHEAST CORNER OF LOT 11, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO NORTH 05 DEGREES 57 MINUTES 17 SECONDS WEST ALONG SAID EAST LINE OF LOT 11 AND WEST RIGHT-OF-WAY LINE A DISTANCE OF 130.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE DEPARTING SAID EAST LINE AND WEST RIGHT-OF-WAY LINE GO NORTH 77 DEGREES 21 MINUTES 08 SECONDS EAST A DISTANCE OF 50.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.14 ACRES, MORE OR LESS.

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

WHEREAS, Petitioner(s), George Powers, has caused to be published on March 16th, A.D., 2018, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:32 pm on April 5, 2018 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

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

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

DESCRIPTION: (AS PREPARED BY FABRE ENGINEERING & SURVEYING)

THAT PORTION OF GROTTO AVENUE (FORMERLY OAK AVENUE), (50 ' R/W), LYING WEST OF LOT 10, OAK COURT ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 8 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.14 ACRES, MORE OR LESS.

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted:_____

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

NOTICE IS HEREBY GIVEN that on April 5th, A.D., 2018, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

DESCRIPTION: (AS PREPARED BY FABRE ENGINEERING & SURVEYING)

THAT PORTION OF GROTTO AVENUE (FORMERLY OAK AVENUE), (50 ' R/W), LYING WEST OF LOT 10, OAK COURT ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 8 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 10, ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SOUTH LANE (30 ' R/W) AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO SOUTH 05 DEGREES 57 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 10 AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE A DISTANCE OF 130.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE DEPARTING SAID WEST LINE OF LOT 10 AND EAST RIGHT-OF-WAY LINE GO SOUTH 77 DEGREES 21 MINUTES 08 SECONDS WEST A DISTANCE OF 50.34 FEET TO THE SOUTHEAST CORNER OF LOT 11, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO NORTH 05 DEGREES 57 MINUTES 17 SECONDS WEST ALONG SAID EAST LINE OF LOT 11 AND WEST RIGHT-OF-WAY LINE A DISTANCE OF 130.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE DEPARTING SAID EAST LINE AND WEST RIGHT-OF-WAY LINE GO NORTH 77 DEGREES 21 MINUTES 08 SECONDS EAST A DISTANCE OF 50.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.14 ACRES, MORE OR LESS.

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

Dated this _____day of _____, A.D., 20_____.

Board of County Commissioners
Escambia County, Florida

CERTIFICATION OF PROPERTY OWNERS
WITHIN 500 FEET

The undersigned petitioner(s), do es hereby certify that the individuals whose names and addresses are attached, represent all of those individuals owning property which lies within 500 feet of the public road rights-of-way, alleyway, or other land which is subject to the Petition to Vacate, Abandon, and Close Certain Public Road Rights-of-Way, Alleyway or Other Lands, dated March 15, 2018.

Petitioner(s)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority, personally appeared George D Powers who ____ personally known to me or who have/has produced FL DL as identification and who is/are known to me to be the individual(s) described in and who acknowledged that he executed the foregoing Certification for the uses and purposes described herein.

WITNESS my hand and official seal this 14 day of March, A.D., 20 18.

Notary Public

Dan Haycraft
Print or type name

Commission Number:
Commission Expires:

DAN HAYCRAFT
MY COMMISSION # GG 015725
EXPIRES: July 26, 2020
Bonded Thru Notary Public Underwriters

Kevin Pacuk 5910 Grotto Ave. Pensacola, FL 32507

Rosemary Mead 5931 Grotto Ave. Pensacola, FL 32507

Wayne Adcock 2899 North 12th Ave. Pensacola, FL 32503

Richard Honkanen 5821 Grotto Ave. Pensacola, FL 32507

Steven Fischbach 5884 Grotto Ave. Pensacola, FL 32507

Martha Shaw 14665 Innerarity Point Rd. Pensacola, FL 32507

Hastel Kennedy 14660 Innerarity Point Rd. Pensacola, FL 32507

Douglas Howie 14645 Innerarity Point Rd. Pensacola, FL 32507

John Thorsen 14637 Innerarity Point Rd. Pensacola, FL 32507

Fred Smith 14635 Innerarity Point Rd. Pensacola, FL 32507

Robert Berglin 14635 14680 Innerarity Point Rd. Pensacola, FL 32507

Cynthia Ramsey 5873 Grotto Ave. Pensacola, FL 32507

Carrie Griffith 5870 Grotto Ave. Pensacola, FL 32507

Jonathan Bell 5880 Grotto Ave. Pensacola, FL 32507

Bartholomew Connolly 2106 Opal Ridge Vista, CA 92038

Timothy McAndrews 5900 Grotto Ave. Pensacola, FL 32507

Mark McMann 5902 Grotto Ave. Pensacola, FL 32507

Terry Brooks 5904 Grotto Ave. Pensacola, FL 32507

Ronald Morris 5905 Grotto Ave. Pensacola, FL 32507

Michael Yonke 5911 Grotto Ave. Pensacola, FL 32507

Raymond Smith 5908 Grotto Ave. Pensacola, FL 32507

Lynn Woodriff 14705 Innerarity Point Rd. Pensacola, FL 32507

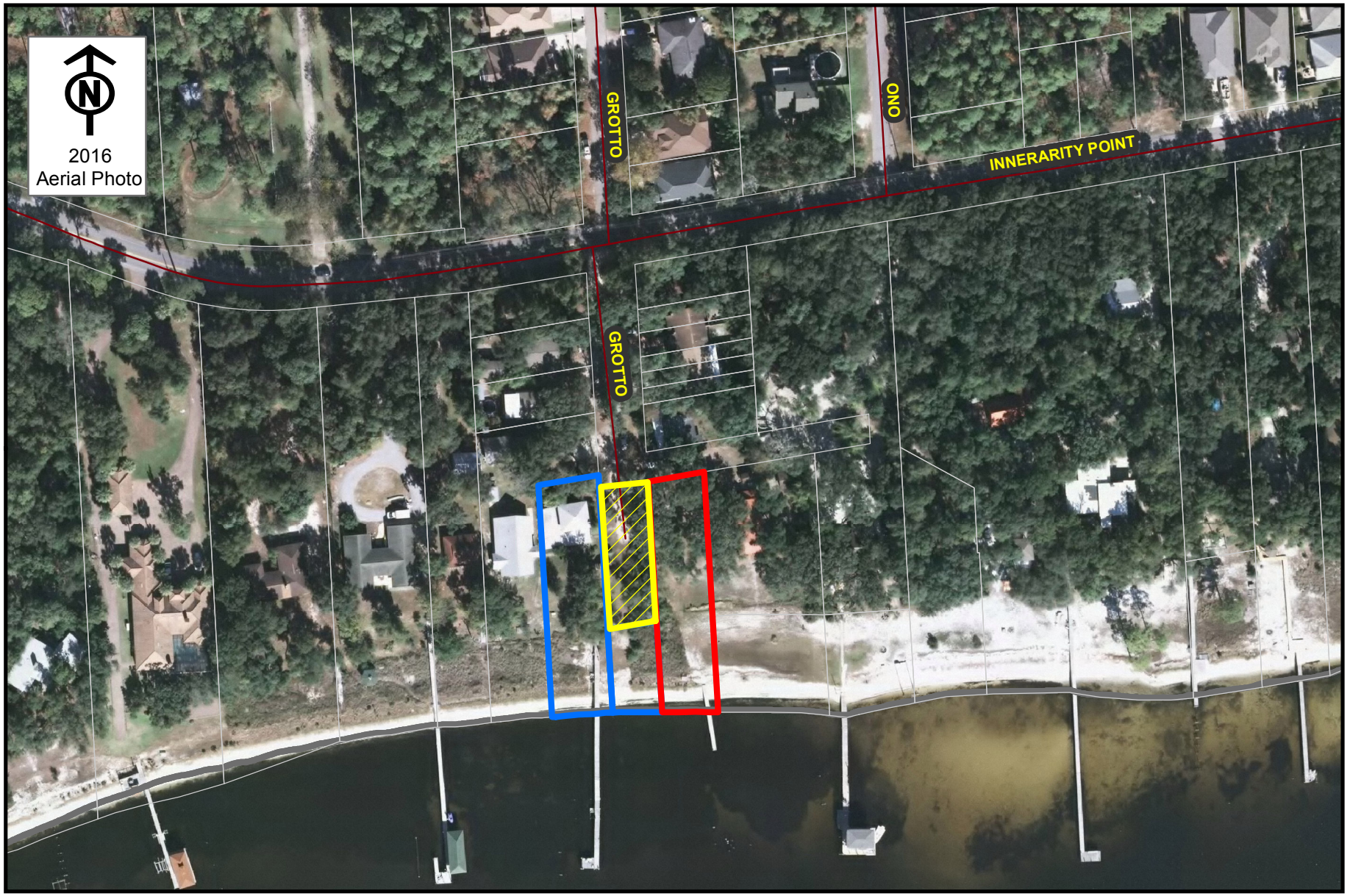
Paul Wei 14695 Innerarity Point Rd. Pensacola, FL 32507

Elemer Brestan 14685 Innerarity Point Rd. Pensacola, FL 32507

Jane Busey 14683 Innerarity Point Rd. Pensacola, FL 32507

Richard Mead 5921 Grotto Ave. Pensacola, FL 32507

Exhibit "A"
REQUEST TO VACATE UNIMPROVED RIGHT-OF-WAY KNOWN AS GROTTO AVENUE
Petitioner: GEORGE POWERS



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 11/17/17 DISTRICT 2

Petitioner's Property

Vacation Area

Mead Property

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13629 **Public Hearings 9.**

BCC Regular Meeting

Meeting Date: 04/05/2018

Issue: 5:33 p.m. P.H. to Consider an Ordinance Creating Sections 86-131 through 86-160 of Ch. 86, Art. IV, Div. 3 of the Escambia County Code of Ordinances

From: Bobbie Ellis-Wiggins, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing to Consider an Ordinance Creating Sections 86-131 through 86-160 of Chapter 86, Article IV, Division 3, of the Escambia County Code of Ordinances, to Implement New Legislation Governing Placement of Small Wireless Facilities in County Rights-of-Way.

Recommendation: That the Board adopt an Ordinance creating Sections 86-131 through 86-160 of Chapter 86, Article IV, Division 3, of the Escambia County Code of Ordinances, to implement new legislation governing placement of small wireless facilities in County rights-of-way.

BACKGROUND:

On February 1, 2018, the Board of County Commissioners extended the moratorium on permitting small wireless facilities in County rights-of-way by 90 days through May 3, 2018, to allow the County time to review, consider, analyze, and evaluate the restrictions and mandates in the amendments to F.S. §337.401.

At its Committee of the Whole Workshop on March 8, 2018, the Board discussed the Ordinance creating Sections 86-131 through 86-160 of Ch. 86, Article IV, Division 3 of the Escambia County Code of Ordinances to implement new legislation governing placement of small wireless facilities in County right-of-ways.

At its regularly scheduled meeting on Thursday, March 15, 2018, the Board approved scheduling the public hearing for Thursday, April 5, 2018 at 5:33 p.m.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Bobbie Ellis-Wiggins, Assistant County Attorney, and was advertised in the *Pensacola News Journal* on Saturday, March 24, 2018.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Ordinance

Ord. 2018-04 - Extending Moratorium

ORDINANCE NO. 2018-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, CREATING CHAPTER 86, ARTICLE IV, DIVISION 3, SECTIONS 86-131 THROUGH 86-160 OF THE CODE OF ORDINANCES OF ESCAMBIA COUNTY, FLORIDA, THE SMALL WIRELESS FACILITIES ORDINANCE, FOR THE PURPOSE OF ESTABLISHING REQUIREMENTS FOR COLLOCATION OF SMALL WIRELESS FACILITIES IN COUNTY RIGHTS-OF-WAY; PROVIDING FOR DEFINITIONS, REGISTRATION, PERMITTING, OBJECTIVE DESIGN STANDARDS, MAKE-READY WORK, APPEALS, INSURANCE, INDEMNIFICATION, FORCE MAJEURE, PERFORMANCE BONDS, ABANDONMENT, COLLOCATION FEES, LIABILITY, AND NOTICE; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County rights-of-way are a valuable and limited resource which the County must appropriately manage for both current and future uses; and

WHEREAS, the County is authorized to regulate its rights-of-way pursuant to F.S. § 125.01(m) and F.S. § 336.02; and

WHEREAS, in 2017, the Florida Legislature enacted HB 687, codified in F.S. § 337.401, and known as the "Advanced Wireless Infrastructure Deployment Act," which addressed the authority of local governments to regulate the placement and maintenance of small wireless facilities in public rights-of-way; and

WHEREAS, the Board desires to accommodate the growing need and demand for wireless communications services while also protecting, preserving, and maintaining the safety and aesthetic character of its rights-of-way and areas surrounding its rights-of-way; and

WHEREAS, F.S. § 337.401 requires the County to treat communication services providers in a nondiscriminatory manner when imposing rules or regulations governing the placement and maintenance of small wireless facilities in its rights-of-way; and

WHEREAS, the Board finds that exercising its authority, to the fullest extent allowed by federal and State law, to adopt reasonable, nondiscriminatory, and competitively neutral rules and regulations governing the placement and maintenance of small wireless facilities in County rights-of-way serves an important public purpose and promotes the health, safety and welfare of the County and its citizens.

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

SECTION 1. Chapter 86, Article IV, Division 3 is hereby created as follows:

DIVISION 3. – SMALL WIRELESS FACILITIES IN COUNTY RIGHTS-OF-WAY

Sec. 86-131. Providing for a title.

This division shall be known as the "Small Wireless Facilities Ordinance."

Sec. 86-132. Legislative findings and intent.

(a) The board of county commissioners finds that county rights-of-way are a unique and physically limited resource, critical to travel and transport within the county; that county rights-of-way must be managed and controlled in a manner designed to enhance the health, safety, and welfare of the county and its citizens while accommodating the need and demand for wireless communication services; and that it is in the best interest of county residents to establish, to the fullest extent authorized by law, reasonable, nondiscriminatory, and competitively neutral rules and regulations governing the placement and maintenance of small wireless facilities in county rights-of-way.

(b) This ordinance is intended to address the mandates in F.S. § 337.401(7) which restrict local governments' regulatory authority over collocation of small wireless facilities in their rights-of-way and establish requirements for administering requests for small wireless facility collocation in public rights-of-way.

Sec. 86-133. Authority and implementation; applicability.

(a) The county administrator or designee is authorized to adopt, modify, and repeal rules, regulations, forms, and procedures to carry out the intent and purposes of this division.

(b) This division shall govern placement and maintenance of small wireless facilities in county rights-of-way in all unincorporated areas of Escambia County.

Sec. 86-134. Definitions.

The following terms and phrases, when used in this division, shall have the following meanings, unless the context clearly indicates a different meaning:

(a) *Abandonment* shall mean the cessation of the use of a small wireless facility to provide wireless services for a period of 180 consecutive days, calculated from the date wireless services were last provided.

(b) *Ancillary Equipment* shall mean the following equipment associated with a small wireless facility: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

(c) *Antenna* shall mean mounted communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.

(d) *Applicable Codes* shall mean:

(1) The Escambia County Land Development Code;

(2) The Escambia County Code of Ordinances, including without limitation this division adopted to implement the requirements of F.S. § 337.401;

(3) Uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization and local amendments to those codes enacted to address threats of destruction of property or injury to persons;

(4) Objective design standards adopted in this division; and

(5) Policies and procedures utilized by the county in its implementation of other applicable codes.

As used herein, the meaning of the term "applicable codes" shall be construed to be consistent with the definition of "applicable codes" in F.S. § 337.401(7)(b)2., and any conflicts in construction shall be resolved in favor of the definition in F.S. § 337.401(7)(b)2.

(e) *Applicant* shall mean a wireless provider or an agent of a wireless provider who submits an application for registration or for a permit to place or maintain a small wireless facility or a utility pole to support a small wireless facility in county rights-of-way.

(f) *Collocate or collocation* shall mean to install, mount, place, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does not include the installation of a new utility pole or wireless support structure in county rights-of-way.

(g) *County* shall mean Escambia County, including any officer, official, employee, agent, representative, or designee of the county.

(h) *County Utility Pole* shall mean a utility pole owned by the county in the county right-of-way. The term does not include a utility pole owned by a municipal electric utility, a utility pole used to support municipally owned or operated electric distribution facilities, or a utility pole located in a county right-of-way within:

(1) a retirement community that:

(a) Is deed restricted as housing for older persons as defined in F.S. § 760.29(4)(b);

(b) Has more than 5,000 residents; and

(c) Has underground utilities for electric transmission or distribution.

(2) A municipality that:

(a) Is located on a coastal barrier island as defined in s. 161.053(1)(b) 3.;

(b) Has a land area of less than 5 square miles;

(c) Has less than 10,000 residents; and

(d) Has, before July 1, 2017, received referendum approval to issue debt to finance municipal-wide undergrounding of its utilities for electric transmission or distribution.

(i) *Emergency* shall mean a condition which poses clear and immediate danger to the life, safety, or health of one or more persons, or poses clear and immediate danger of significant damage to property.

(j) *FCC* shall mean the Federal Communications Commission.

(k) *FDOT* shall mean the Florida Department of Transportation.

(l) *Micro Wireless Facility* shall mean a small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height, and an

exterior antenna, if any, no longer than 11 inches, and suspended on cables strung between existing utility poles in compliance with applicable codes by or for a wireless services provider authorized to occupy the rights-of-way and who is remitting taxes under F.S. ch. 202.

(m) *Permit Application* shall mean a request submitted by a registrant to the county for a permit authorizing the placement or maintenance of a small wireless facility or a utility pole to support a small wireless facility in county rights-of-way.

(n) *Permit Application Checklist* shall mean the list of application requirements based on applicable codes and consistent with the provisions of F.S. § 337.401(7), which list may be modified from time to time by the county at the county's sole discretion.

(o) *Permit Application Date* shall mean the date on which the county receives the permit application from the registrant.

(p) *Permit Completion Date* shall mean the date on which all permit requirements and conditions are completed and the small wireless facility or utility pole supporting a small wireless facility has passed final inspection.

(q) *Person* shall mean any natural person or any association, company, firm, partnership, joint venture, corporation, governmental entity, or other legal entity.

(r) *Place or Maintain* shall mean to erect, construct, install, place, maintain, repair, extend, expand, remove, occupy, retain, locate, or relocate a small wireless facility or utility pole to support a small wireless facility. By example and without limitation, a person owning or in any way having the right to exercise or exercising physical control over a small wireless facility is "placing or maintaining" such facility.

(s) *Registrant* shall mean a person holding an active registration.

(t) *Registration Application* shall mean a request submitted by an applicant to the county for registration to place or maintain a small wireless facility or utility pole to support a small wireless facility pursuant to this division.

(u) *Right-of-way* shall mean the surface and space above and below any real property in which the county has an interest in law or equity, devoted to, associated with, or required for use as a transportation facility, including streets, easements, and sidewalks, but excluding parks. The term does not include private rights-of-way.

(v) *Small Wireless Facility* shall mean a wireless facility, including ancillary equipment,

that meets the following qualifications:

(1) Each antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and

(2) All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. Ancillary equipment is not included in the calculation of equipment volume.

(w) *Utility Pole* shall mean a pole or similar vertical structure that is used in whole or in part to provide communications services or for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include: a horizontal structure to which signal lights or other traffic control devices are attached, a pole or similar structure 15 feet in height or less unless the county grants a waiver for such pole; and a wireless support structure.

(x) *Warranty* shall mean a registrant's 2-year obligation to guarantee all materials and labor used by the registrant in performing certain obligations hereunder, including without limitation the materials and labor guarantee associated with a registrant's performance of make-ready work.

(y) *Wireless Facility* shall mean equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes small wireless facilities. The term does not include:

(1) The structure or improvements on, under, within, or adjacent to the pole or support structure on which the equipment is located;

(2) Wireline backhaul facilities; and

(3) Coaxial or fiber-optic cable that is between wireless support structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

(z) *Wireless Infrastructure Provider* shall mean a person who has been certificated to provide telecommunications service in the state and who builds or installs wireless communication transmission equipment, wirelesss facilities, or wireless support structures but is not a wireless services provider.

(aa) *Wireless Provider* shall mean a wireless infrastructure provider or a wireless services provider.

(bb) *Wireless Services* shall mean any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

(cc) *Wireless Services Provider* shall mean a person who provides wireless services.

(dd) *Wireless Support Structure* shall mean a freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a utility pole.

All references to applicable codes, statutes, rules, and regulations shall mean the then-current code, statute, rule, or regulation as may have been amended and/or renumbered since adoption of this ordinance.

Sec. 86-135. Wireless facilities in county rights-of-way.

(a) Subject to the requirements of this division, only the following wireless facilities may be placed or maintained in county rights-of-way:

(1) Small wireless facilities collocated on county utility poles;

(2) Small wireless facilities collocated on utility poles other than county utility poles; and

(3) Micro wireless facilities.

(b) Except as may be authorized by applicable State or federal laws or regulations, no other wireless facilities shall be placed or maintained in county rights-of-way.

(c) Wireless support structures are not permitted in county rights-of-way.

(d) All installations in county rights-of-way shall comply with F.S. ch. 333 and federal regulations pertaining to airport airspace protections.

Sec. 86-136. Registration.

(a) Every person who places or maintains a small wireless facility or a utility pole to support a small wireless facility in county rights-of-way shall first obtain an active registration.

(b) An active registration is required prior to submitting a permit application.

(c) Every person registering pursuant to this section shall submit the following information as applicable:

(1) The name under which it will transact business in the county and, if different, in the State of Florida;

(2) The address and telephone number of the applicant's principal place of business in the State of Florida or, if none, the name, address and telephone number of the applicant's national headquarters; the name under which the applicant is registered to do business in the State of Florida; and the name, address, and telephone number of the applicant's registered agent in Florida;

(3) The address and telephone number of any branch office located in the county;

(4) The name, address, telephone number, and email address of the applicant's primary contact person and the person to contact in case of an emergency, if different;

(5) The email address designated by the registrant to receive notices hereunder.

(6) A copy of the applicant's Florida annual resale certificate and certificate of registration issued by the Florida Department of Revenue to engage in the business of providing communications services in the State of Florida;

(7) The certificate number identifying the applicant's certificate of authorization, certificate of public convenience and necessity, or other similar certification issued by the Florida Public Service Commission, the FCC, or the Department of State; and

(8) Certificate(s) of insurance evidencing that the applicant's insurance

coverage complies with the county's insurance requirements as set forth in Exhibit "A" to the Permit Application Checklist.

(d) An active registration shall convey no legal or equitable rights to or title in county rights-of-way, and shall establish no right to place or maintain small wireless facilities or utility poles supporting small wireless facilities in county rights-of-way.

(e) Within 30 days of any change in the information required to be submitted for a registration, a registrant shall provide to the county in writing all updates or changes to such information. By example and without limitation, such information includes a change in the registrant's primary contact person and a change in the email address designated by the registrant to receive notices hereunder.

(f) Registrants transferring ownership in any small wireless facility or utility pole supporting a small wireless facility shall provide the county, on or before the date on which the transfer of ownership transaction is closed, the name of the transferee and the date of transfer.

(g) A registrant may cancel a registration upon written notice to the county stating that the registrant will no longer be placing or maintaining small wireless facilities or utility poles supporting small wireless facilities in county rights-of-way. No registration may be cancelled if the registrant continues to place or maintain any small wireless facilities or utility poles supporting small wireless facilities in county rights-of-way.

(h) Registrations remain active for two calendar years and shall be renewed biennially.

(i) Failure to renew a registration on or before the renewal date is a violation of this division and may result in the termination of the registration and the suspension or revocation of all permits issued thereunder.

(j) A registrant shall at all times comply with all applicable codes and all local, State, and federal laws, rules, and regulations governing the placement, maintenance, use, and operation of small wireless facilities.

(k) Registrations are expressly subject to any future amendments to or replacements of applicable codes, including without limitation this division.

(l) By submitting a registration application, a registrant acknowledges that it has reviewed this division and understands its content.

Sec. 86-137. General registration conditions.

All registrants shall comply with the following registration conditions:

(a) A registrant shall not interfere with, displace, damage, destroy, or prohibit access to any facilities or utilities in county rights-of-way, including without limitation sewers, gas or water mains, storm drains, storm drainage lines, pipes, cables, or conduits, and shall not endanger the life or property of other persons.

(b) A registrant shall coordinate placement or maintenance activities with any other work, construction, installation, or repairs that may be occurring or are scheduled to occur in the subject right-of-way, and the registrant may be required to reasonably alter its placement or maintenance schedule as necessary to minimize disruptions and disturbance in county rights-of-way.

(c) *Restoration.*

(1) After completing any placement or maintenance of small wireless facilities on county utility poles, a registrant shall, at its own expense, restore the pole and right-of-way to a condition at least as good as the condition prior to commencement of such placement or maintenance.

(2) After completing any other placement or maintenance of small wireless facilities or utility poles supporting small wireless facilities, registrant shall, at its own expense, restore the right-of-way to a condition at least as good as the condition prior to commencement of such placement or maintenance.

(3) The county may establish generally applicable restoration standards or may establish restoration standards on a case-by-case basis.

(4) If a registrant fails to make such restoration within 30 days after completion of any such placement or maintenance, or such longer period as the county determines may be reasonably required under the cirumstances, the county may perform restoration and all reasonable restoration costs shall be charged to and paid by the registrant. The county may charge such restoration costs to the registrant's performance bond or corporate guarantee if the registrant fails to make payment within 30 days after the county's demand therefor.

(5) For one year following the original completion of the work, the registrant shall guarantee its restoration work and shall correct, at its sole expense, any restoration work that does not satisfy the requirements of this division.

(d) A registrant shall maintain its small wireless facilities in a manner consistent with accepted industry practice and applicable codes.

(e) A registrant shall at all times maintain its small wireless facilities, including all ancillary equipment and utility poles supporting small wireless facilities, in a neat and clean condition. Specifically, but without limitation, each small wireless facility and utility pole supporting a small wireless facility shall be kept free of graffiti; reasonably free of dirt, grease, rust, and corrosion; and free of chipped, faded, peeling, or cracked paint, finishes, or wraps visible from county rights-of-way or surrounding neighborhoods.

(f) Registrants shall use caution, care, and skill in performing work in county rights-of-way and shall take all reasonable steps to safeguard work site areas, including without limitation the safeguards set forth in Chapter 33 of the Florida Building Code and all other applicable codes.

(g) The county makes no warranties or representations regarding the fitness, suitability, or availability of its rights-of-way for the registrant's small wireless facilities. Any work performed, costs incurred, or services rendered by the registrant shall be at the registrant's sole risk. Nothing in this division shall affect the county's authority to add, vacate, or abandon rights-of-way, and the county makes no warranties or representations regarding the availability of any added, vacated, or abandoned rights-of-way for small wireless facilities.

(h) The county shall have the right to inspect all small wireless facilities and utility poles supporting small wireless facilities in its rights-of-way as it deems necessary.

(i) The placement and maintenance of all small wireless facilities and utility poles supporting small wireless facilities shall comply with the Americans With Disabilities Act, 42 U.S.C. Sec. 12101, et. seq., as amended, and regulations promulgated thereunder.

(j) If at any time the county reasonably determines that a small wireless facility or utility pole supporting a small wireless facility is or has caused a condition that is harmful to the health, safety, or welfare of any person, the registrant shall, at its own expense, correct or eliminate such condition after reasonable notice thereof. In an emergency, as determined by the county, if the registrant is not immediately

available and/or is unable to immediately correct or repair the condition that poses a safety threat as described above, the county shall have the right to remove, make repairs, or eliminate same with the total cost being charged to and paid by the registrant upon demand. The county may charge such total cost to registrant's performance bond or corporate guarantee if the registrant fails to remit payment within 30 days after demand therefor.

(k) If at any time a condition exists that the county reasonably determines is an emergency that is potentially hazardous or life-threatening to any person or is a threat to the health or safety of the public, and to remedy such condition the county reasonably determines that the registrant must temporarily relocate and/or shut off service or transmissions through a specific small wireless facility, the county may, as an appropriate exercise of its police powers, order the registrant at its own expense to immediately perform such temporary relocation and/or shutoff until the condition has been remedied without liability to or recourse against the county. In such an emergency, if the registrant is not immediately available and/or is unable to perform the temporary relocation and/or shutoff, the county may perform or cause to be performed such temporary relocation and/or shutoff until the condition has been remedied with the total cost charged to and paid by the registrant upon demand. The county may charge such total cost to registrant's performance bond or corporate guarantee if the registrant fails to remit payment within 30 days after demand therefor.

(l) The registrant shall, at its sole expense and to the county's satisfaction, remove any rubbish, excess earth, rock, or other debris arising from or associated with any work performed by or on behalf of registrant in county rights-of-way and any other property affected by such work on a frequent and regular basis.

(m) Any proprietary confidential business information obtained from a registrant in connection with an application shall be held confidential by the county to the extent required by F.S. § 202.195 provided the registrant notifies the county of such confidential information and identifies same pursuant to Florida law, including without limitation F.S. ch. 119.

Sec. 86-138. Involuntary termination of registration.

(a) The county may terminate a registration if:

(1) A federal or State authority suspends, denies, or revokes a registrant's certification or license required to provide telecommunication services;

(2) The registrant's placement or maintenance of a small wireless facility or utility pole supporting a small wireless facility in county rights-of-way presents an extraordinary danger to the public or other users of such rights-of-way and the registrant fails to remedy the danger promptly after receipt of written notice; or

(3) The registrant substantively and materially violates any of the provisions of this division.

(b) Prior to termination, the county shall notify the registrant in writing setting forth all matters pertinent to the proposed termination, including the reason therefor. If the registrant fails to address or eliminate such matters within 30 days after the date of such notice, the registration shall terminate. Alternatively, the registrant may, within such 30-day period, present a plan to the county to accomplish same. If the plan is rejected by the county, the county shall, within 30 days of receipt of the plan, notify the registrant in writing of such rejection and of the final termination determination. The registrant may appeal the termination according to the appeal procedures in this division.

(c) In the event of termination and following any appeal period, the former registrant shall:

(1) In accordance with the provisions of this division, and as may otherwise be provided under law, notify the county of the assumption or anticipated assumption by another registrant of ownership of the registrant's small wireless facilities or utility poles supporting small wireless facilities; or

(2) Provide the county with a plan acceptable to the county for disposition of its small wireless facilities or utility poles supporting small wireless facilities. If a registrant fails to comply with this subsection, registrant's small wireless facilities or utility poles supporting small wireless facilities are deemed abandoned and the county may exercise all legal and equitable rights and remedies as to such small wireless facilities and utility poles. In any event, a terminated registrant shall take all steps necessary to render safe the affected pole, the affected right-of-way, and every portion of each of its small wireless facilities or utility poles remaining in county rights-of-way.

(d) This section shall remain applicable to registrants after registration termination.

Sec. 86-139. Permits.

(a) No person shall place or maintain a small wireless facility or utility pole to support a small wireless facility in county rights-of-way prior to receiving a permit authorizing same.

(b) Nothing in this division authorizes the provision of any voice, data, or video communications services or the installation, placement, maintenance, or operation of any communications facilities or structures other than small wireless facilities or utility poles to support small wireless facilities in county rights-of-way.

(c) Requirements for permit applications shall be as specified in the permit application checklist. The county shall approve a complete application unless it fails to meet the permit application requirements.

(d) Applications for permits shall be processed in a nondiscriminatory, competitively neutral manner according to the following timeframes as established by F.S. § 337.401(7):

(1) Within 14 days after the permit application date:

a. The county shall determine whether the application is complete; and

b. The county shall notify the applicant in writing that the application is either complete or incomplete. If an application is incomplete, the county shall specifically identify the missing information in the notice to the applicant.

An application is deemed complete if the county fails to provide notification to the applicant within 14 days.

(2) Within 60 days after the permit application date:

a. The county shall approve or deny the application; and

b. The county shall notify the applicant in writing on the day the application is either approved or denied. If the application is denied, the county shall, in its notice to the applicant, specifically identify the basis for the denial, including the specific permit requirements and provisions from applicable codes on which the denial was based.

c. *Exceptions to the standard 60-day review period.*

1. If the county does not use the 30-day negotiation period for alternative locations pursuant to Sec. 86-139(j), the county and the applicant may agree to extend the 60-day application review period and the county shall grant or deny the application on or before the end of the extended period.

2. If an application is incomplete, the 60-day review period shall begin on the date the application is deemed complete instead of on the permit application date.

A *complete* application is deemed approved if the county fails to approve or deny such complete application within 60 days after the permit application date or within 60 days after receipt of a complete application, as applicable.

(3) Within 30 days after the county's denial notice, an applicant may cure the identified deficiencies and resubmit the application.

(4) Within 30 days after receipt of a revised application:

a. The county shall review the revised application, which review shall be limited to the deficiencies cited by the county in its denial notice;

b. The county shall approve or deny the revised application; and

c. The county shall notify the applicant in writing on the day the revised application is either approved or denied. If the revised application is denied, the county shall, in its notice to the applicant, specifically identify the basis for the denial, including the specific permit requirements and provisions from applicable codes on which the denial was based.

A revised application is deemed approved if the county fails to approve or deny the revised application within 30 days after receipt thereof.

(e) A permit shall remain effective for 1 year unless extended by the county at the county's sole discretion.

(f) No small wireless facility may be permanently activated or placed in service until the county receives the registrant's notice that the placement or maintenance is

complete, the permit has passed final inspection, and the county has approved such activation.

(g) A permit application may be denied if the proposed installation project fails to comply with applicable codes, including without limitation the objective design standards and all other standards, conditions, and requirements in this division. A permit application may also be denied if the proposed collocation:

(1) Materially interferes with the safe operation of traffic control equipment;

(2) Materially interferes with sight lines or clear zone standards and specifications for transportation, pedestrians, or public safety purposes as provided in the Florida Department of Transportation Plans Preparation Manual, Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the Florida Greenbook), and/or the Florida Department of Transportation Design Standards;

(3) Materially interferes with compliance with the Americans with Disabilities Act, 42 U.S.C. Sec. 12101, et seq, or similar federal or State standards regarding pedestrian access or movement;

(4) Materially fails to comply with the 2010 edition of the Florida Department of Transportation Utility Accommodation Manual; or

(5) Fails to comply with applicable local, State, and federal laws, rules, and regulations.

(h) In the event a permit is issued in error or contains errors, the county may correct such errors notwithstanding the prior issuance of the permit; however, such correction does not alter the timeframes within which permit applications shall be processed.

(i) The county may include conditions on permits to ensure adherence to applicable codes and protection of the health, safety, and welfare of its citizens.

(j) *Alternative location; negotiations.* Although the county may not establish minimum separation distances between small wireless facilities, the county may request that a location proposed for a small wireless facility be moved to another location in the right-of-way and placed on an alternative county utility pole or on a new pole.

(1) The county's request to the applicant for an alternative location must be made within 14 days after the permit application date.

(2) The county and the applicant may negotiate the alternative location, including any objective design standards, for 30 days after the date of the county's request.

(3) If the alternative location is accepted by the applicant within the 30-day negotiation period, the applicant shall notify the county of its acceptance and such new location shall be deemed accepted for purposes of approving the permit application.

(4) If no agreement is reached, the applicant shall notify the county of such nonagreement and the county shall approve or deny the application within 90 days after the permit application date.

(5) The county's request for an alternative location, the applicant's acceptance or rejection of an alternative location, and the county's approval or denial of the permit shall be in writing and provided by electronic mail.

(k) The county may reserve space on county utility poles for future public safety uses but such reservation may not preclude collocation of a small wireless facility. If replacement of the county utility pole is required to accommodate the collocation of the small wireless facility as well as the future public safety use, the pole replacement shall be subject to the make-ready provisions provided herein and the replaced pole shall accommodate the future public safety use.

(l) The registrant shall submit inspection reports to the county every 5 years beginning on April 1 of the fifth year after the registrant's first permit completion date and continuing every fifth year thereafter. The inspection shall be performed within 6 months prior to each April 1st due date, and the reports shall certify as to each of the registrant's small wireless facilities and each of the registrant's utility poles supporting small wireless facilities that each such small wireless facility and each such utility pole has had no structural degradation and/or that any structural degradation has been rectified. The inspection reports shall be as to each of the registrant's small wireless facilities and utility poles installed in the county as of the inspection date regardless of when such small wireless facilities or utility poles were installed. A registrant's failure to submit an inspection report within 60 days after the due date may result in the termination of the registrant's registration.

(m) A consolidated permit application may be submitted for collocation of up to 30 small wireless facilities for which the county shall issue a single permit upon satisfactory completion of all permit requirements. As to each individual collocation

request within a consolidated permit application, the county may determine that the permit application as to any such individual collocation request is incomplete and may also deny the permit application as to any such individual collocation request as if such individual collocation request had been submitted in a single permit application.

(n) Wireless infrastructure providers may apply to install utility poles to support small wireless facilities in county rights-of-way; however, unlike applications from wireless services providers, the following provisions shall apply to applications from wireless infrastructure providers:

(1) The application shall include an attestation that a small wireless facility shall be collocated on the utility pole and be used by a wireless services provider to provide service within 9 months after the application approval date.

(2) The county shall process the application pursuant to the timeframes in Sec. 86-139(d).

(3) Unless a wireless services provider has applied or simultaneously applies to collocate a small wireless facility on the utility pole for which the application was submitted, the county may deny the application based on applicable codes or any county code, rule, procedure, or practice governing the placement of utility poles in its rights-of-way unrelated to the mandates in F.S. § 337.401(7), including without limitation zoning, land use, aesthetic, and other county codes, rules, procedures, and practices.

Sec. 86-140. Objective Design Standards

Small wireless facilities, including ancillary equipment and utility poles on which small wireless facilities are installed, shall be designed to ensure safety for the traveling public, to maximize compatibility with surrounding neighborhoods, and to minimize negative visual impacts. The following objective design standards for location context, color, stealth design, and concealment shall apply.

(a) *Location context.*

(1) Small wireless facilities shall not be installed in a location subject to covenants, restrictions, articles of incorporation, or bylaws of a homeowners' association unless specifically authorized by the homeowners' association. This subsection shall not limit the installation, placement, maintenance, or replacement of micro wireless facilities on any existing and duly authorized aerial wireline facility.

(2) Small wireless facilities shall comply with the county's nondiscriminatory undergrounding requirements that prohibit above-ground structures in its rights-of-way.

(3) Unless approved by the county on a case-by-case basis, no tree removal shall be permitted in county rights-of-way to increase signal strength or provide a line-of-sight. The proposed placement or maintenance of a small wireless facility that would result in tree removal shall comply with applicable codes, including any replanting requirements.

(4) No small wireless facility or utility poles on which small wireless facilities are installed shall be placed in a location which violates rules and regulations established by the occupational safety and health administration, the national electric safety code, or other agencies charged with ensuring public safety.

(b) *Color.*

(1) The color and finish of all pole-mounted equipment and all mounting and banding fixtures shall generally match the color of the pole.

(2) The color and finish of all other equipment and components shall generally match, blend with, or be camouglaged by the surroundings.

(c) *Stealth design.*

(1) *Wires and cables.* Wires and cables shall be located within utility poles that will accommodate same. For utility poles that will not accommodate interior placement of wires and cables, wires and cables shall be concealed in conduits which shall be of a color that generally matches the pole.

(2) *Antennas and other pole-mounted equipment.* Wraps, shrouds, or other concealment devices generally matching the color of the pole shall be used wherever technologically feasible.

(3) *Side-mounted equipment.* Side-mounted equipment shall extend no more than thirty 30 inches beyond the exterior of the utility pole measured from the exterior edge of the pole to the outermost surface of the side-mounted equipment, including any equipment enclosure.

(4) *Ground-based enclosures*. Ground-based enclosures shall generally match, blend with, or be camouglaged by the surroundings.

(5) *Additional stealth standards*. For top-mounted antennas and installations using streetlight fixtures, the following standards shall apply.

a. *Top-mounted antennas*. Top-mounted antennas shall use a slim design wherein the antenna base does not extend beyond the top of the utility pole by more than is reasonably necessary for structural stability purposes based on the relative diameters of the antenna base and the top of the pole.

b. *Streetlight fixtures*: Where streetlight fixtures are used to camouflage small wireless facilities, such fixtures shall be of similar style and of similar lighting technology as nearby lighting fixtures and shall utilize dark-sky friendly lighting.

(d) *Concealment.*

(1) No signage or commercial advertising shall be placed on small wireless facilities or utility poles supporting small wireless facilities except identifying information that may be required by applicable State or federal laws or regulations.

(2) No lighted signal, lights, or illuminations shall be placed on small wireless facilities or utility poles supporting small wireless facilities unless required by applicable State or federal laws or regulations.

(3) Ground-based enclosures for small wireless facilities shall be located within a 10-foot radius of the supporting utility pole and, if possible, in areas with existing foliage or other aesthetic features to obscure them from view. The ground-based enclosures shall be designed to appear similar to other at-grade facilities in the same right-of-way and shall, if necessary and practicable, be further concealed with additional plantings approved by the county. The permit application shall include a depiction of such camouflaging for approval by the county. Non-camouflaged ground-based enclosures shall be painted or have a non-reflecting and non-contrasting finish selected to minimize visibility.

(e) *Maximum height restrictions.* A small wireless facility, including any attached antennas, shall not extend more than 10 feet above the utility pole upon which the small wireless facility is installed.

(f) *New utility poles.*

(1) A new utility pole that replaces an existing utility pole shall be of substantially similar design, composition, and color as the pole it replaces; however, waivers of this requirement may be requested based on technological or aesthetic reasons.

(2) The height for a new utility pole shall be determined based on the height of poles existing in the same right-of-way as of July 1, 2017. New poles shall not exceed the height of the tallest existing pole, excluding poles for which a height waiver may previously have been granted, measured from grade in place within 500 feet of the proposed location of the new pole.

(3) If there is no existing pole within 500 feet, new utility poles shall not exceed 50 feet.

(4) Except as to the minimum spacing and height provisions herein, the installation of new utility poles shall be subject to county rules and regulations governing the placement of utility poles in its rights-of-way.

(5) Applications for installation of new utility poles shall be subject to the application review timeframes in Sec. 86-139(d).

(g) *Waiver of Objective Design Standard.* The county may waive an objective design standard as provided in F.S. § 337.401(7)(b)2. For each small wireless facility for which an objective design standard waiver is sought, registrants shall submit a written waiver request setting forth the reason(s) for the requested waiver. The county may grant a waiver, in its sole discretion, upon a showing satisfactory to the county that the particular design standard should be waived. By way of example, a design standard waiver may be granted if it is shown that the standard is not reasonably compatible with the particular location or that the standard will impose an excessive expense. The county shall grant or deny a waiver request within 45 days from the date of the request.

Sec. 86-141. Make-Ready Work.

(a) Within 60 days after receipt of a complete permit application for collocation on a county utility pole, the county shall provide a good faith estimate for any make-ready work necessary to enable its utility pole to support the requested collocation, which, in the county's sole discretion, may include pole replacement. Make-ready

work, including any pole replacement, must be completed within 60 days after the applicant provides written acceptance of the good faith estimate.

(b) Alternatively, the county may require the applicant to provide a make-ready estimate at the applicant's expense for the work necessary to support the small wireless facility, including pole replacement, and perform the make-ready work.

(c) If the county determines in its sole discretion that pole replacement is required, the scope of the make-ready estimate for such replacement is limited to the design, fabrication, and installation of a utility pole substantially similar in design, composition, and color as the county's utility pole on which the permit applicant initially sought to collocate; provided, however, the county's determination that pole replacement is required shall be directly related to the requested collocation and shall not result in an in-kind contribution to the county.

(d) The county may not condition or restrict the manner in which the applicant obtains, develops, or provides the estimate or conducts make-ready work, subject to the county's construction standards for work in its rights-of-way.

(e) A replaced or altered county utility pole shall remain and/or become the property of the county.

(f) No make-ready work shall be required beyond that which is necessary to meet applicable codes and industry standards. Costs for make-ready work shall be paid by the applicant requesting same and may not include costs relating to preexisting damage or prior noncompliance. Costs for make-ready work, including pole replacement, if applicable, may not exceed actual costs or the amount charged to communication services providers other than wireless services providers for similar work and may not include consultant fees or expenses. The county may charge the total amount of costs for make-ready work to registrant's performance bond or corporate guarantee if the registrant fails to remit payment within 30 days after demand therefor.

(g) All make-ready work performed by a registrant shall be subject to the warranty and indemnification provisions set forth herein.

Sec. 86-142. Appeals.

(a) The following final determinations by the county are subject to appeal as provided in this section:

(1) Denial of an initial registration or registration renewal;

(2) Involuntary termination of a registration;

(3) Suspension or revocation of a permit;

(4) The issuance of a notice of recovery under a performance bond or corporate guarantee;

(5) Denial of a permit; and

(6) Denial of a request for waiver.

(b) A registrant may appeal a decision subject to appeal by filing a written petition with the clerk to the county's special magistrate, with a copy to the county attorney, within thirty 30 days of the date of the decision. Petitions shall include: the decision which is the subject of the appeal; the facts pertinent to the challenged decision; and any argument in support thereof. Failure to file a petition within 30 days is jurisdictional and results in waiver of the right to appeal.

(c) The county may file a response to the petition, which shall be filed within 30 days of the date on which the petition was filed.

(d) Either party may request a hearing before the special magistrate, which shall be conducted according to the provisions in Chapter 30 of the Escambia County Code of Ordinances.

(e) An appeal of the special magistrate's final order shall be to the circuit court pursuant to the Florida Rules of Appellate Procedure.

Sec. 86-143. Insurance.

(a) No registration or permit shall be issued without evidence that the applicant's insurance coverages meet the county's insurance requirements as set forth in Exhibit "A" to the Permit Application Checklist.

(b) All certificates of insurance shall be accompanied by documentation 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.

(c) Prior to the county's activating a registration or issuing a permit, Escambia County Risk Management shall approve all certificate(s) or other evidence of insurance, accompanying agent/agency documentation, and coverages evidenced thereby.

(d) New or renewal certificates or other evidence of insurance shall be submitted to the county at least 30 days prior to coverage renewal and/or expiration, or annually for self-insured registrants, and shall be deemed to satisfy this requirement upon approval by Escambia County Risk Management.

(e) Failure to timely submit new or renewal certificates or other evidence of insurance that satisfy the county's insurance requirements as determined by Escambia County Risk Management may result in automatic registration termination and permit revocation.

Sec. 86-144. Indemnification.

(a) Escambia County assumes no liability for injuries, loss, damages, or other claims arising from or in any way relating to the placement or maintenance of small wireless facilities in county rights-of-way.

(b) Registrants shall indemnify and hold harmless Escambia County, its officers, directors, employees, and affiliates, from and against any and all loss, liability, damage, claim, cost, fee, or expense whatsoever (including without limitation reasonable attorney's fees at trial and appellate levels) arising out of or in any way relating to registrant's placement or maintenance of small wireless facilities or utility poles supporting small wireless facilities in county rights-of-way, whether any act or omission complained of is authorized, allowed, or prohibited by a registration or permit, except to the extent that such claims are caused solely by the county's negligence, gross negligence, or willful misconduct.

(c) This section is not, as to third parties, a waiver of any defense or immunity otherwise available to registrants or to the county, and registrants may assert every defense or immunity that the county could assert on its own behalf.

(d) Registrants' indemnification obligation shall not be limited by or to any insurance coverage, provision exclusion, or omission.

(e) The county shall notify registrants in writing within 30 days of receipt of notice regarding an issue that it determines may result in a claim requiring indemnification. Registrants shall investigate, handle, respond to, provide defense for, and defend all such claims at the registrant's sole expense and shall bear all

other costs and expenses related thereto even if a claim is groundless, false, or fraudulent if the county so requests.

(f) The county shall not settle or compromise any matter for which a registrant's indemnification obligation is implicated without the prior written consent of the registrant, which consent shall not be unreasonably withheld.

(g) The county waives no rights against registrants because of the registrants' deposit with the county insurance certificates, renewals, or other evidence of insurance as required by this division.

(h) Nothing in this section shall be construed as denying to the county or to a registrant any remedy or defense available to such party under the laws of the State of Florida or as a waiver of sovereign immunity beyond the waiver provided in F.S. § 768.28.

(i) The indemnification requirements in this division shall survive and remain in full force and effect after the cancellation, suspension, revocation, expiration, or other termination of a registrant's registration and all permits.

Sec. 86-145. Force Majeure.

(a) In the event the county's or a registrant's performance of or compliance with any of the provisions of this division is prevented by a cause or event not within the county's or registrant's control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed therefor; provided, however, that registrants shall use all practicable means to expeditiously cure or correct any such inability to perform or comply.

(b) For purposes of this section, causes or events not within the county's or a registrant's control shall include without limitation acts of God, floods, earthquakes, landslides, hurricanes, fires, and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes, and restraints imposed by order of a governmental agency or court.

(c) Causes or events within a registrant's control and therefore not applicable to this section include without limitation a registrant's financial inability to perform or comply; economic hardship; and misfeasance, malfeasance, or nonfeasance by registrant or any of registrant's directors, officers, employees, contractors, or agents.

(d) Nothwithstanding the foregoing, upon the declaration of a local, state, or national state of emergency, the county's timeframes for processing permit applications are tolled until the state of emergency is lifted.

Sec. 86-146. Payment and Performance Bonds; Corporate Guarantee.

(a) All permit applications shall be accompanied by:

(1) A certified copy of the registrant's payment and performance bond executed and recorded in the Escambia County public records according to the provisions of F.S. § 255.05; or

(2) An irrevocable and unconditional corporate guarantee in favor of the county, duly executed, notarized, sealed, and issued by the registrant, in a form satisfactory to Escambia County Risk Management, covering and guaranteeing the full performance of registrant's obligations hereunder.

(b) The performance bond or corporate guarantee shall serve to guarantee proper performance under this division and the associated permit; the timeliness and quality of the placement and/or maintenance project; the restoration of county utility poles and rights-of-way in the event the registrant damages or fails to properly restore same; the removal of small wireless facilities or utility poles supporting small wireless facilities in the event the registrant fails to do so after abandonment or in the case of an emergency as described herein; and the payment of any amounts the registrant is obligated to pay hereunder upon the registrant's failure to pay after demand therefor.

(c) The bond shall name the county as obligee and shall be conditioned upon the registrant's full and faithful compliance with all requirements, duties, and obligations imposed by the permit and by this division.

(d) The bond shall be in a form acceptable to Escambia County Risk Mangement and must be issued by a surety authorized to do business in the State of Florida and having an A.M. Best A-VII rating or better.

(e) The county's right to recover under the bond or corporate guarantee shall be in addition to all other rights of the county, whether reserved in this division or otherwise authorized by other law.

(f) Any proceeds recovered under the bond or corporate guarantee may be used to reimburse the county for such additional expenses as may be incurred by the county as a result of the registrant's failure to comply with permit conditions or with

the requirements imposed by this division, including without limitation attorney's fees and costs of any action or proceeding arising from or relating to registrant's noncompliance.

Sec. 86-147. Abandonment of small wireless facilities.

(a) A registrant shall notify the county in writing of its intent to abandon a small wireless facility no later than 180 days prior to abandonment, or upon the registrant's knowledge of the abandonment if the registrant acquires such knowledge after the 180-day period, or no later than 30 days following such abandonment, whichever is sooner.

(b) The county shall provide registrant written notice if, upon independent evaluation, the county reasonably believes a small wireless facility has been abandoned. Within 30 days from the date of such notice, registrant shall either remove such facility or notify the county that such facility is not abandoned. Registrant's failure to respond within such 30-day period shall be deemed abandonment as of the 30th day following the date of the notice.

(c) Within 30 days of abandonment, registrant shall at its sole expense remove all abandoned small wireless facilities and restore all affected poles and rights-of-way to their pre-installation condition.

(d) A registrant's utility pole no longer supporting a small wireless facility shall, at the county's option, be removed from the county's right-of-way by the registrant.

(e) Registrant's failure to timely effect such removal and restoration is a violation of this division. In such event, the county may perform such removal and restoration and all reasonable removal and restoration costs shall be charged to and paid by the registrant upon demand. The county may charge such removal and restoration costs to the registrant's performance bond or corporate guarantee if the registrant fails to make payment within 30 days of demand therefor.

Sec. 86-148. County Approval for Right-of-Way Work.

(a) A registrant shall obtain a county right-of-way permit or similar authorization for all right-of-way work that involves excavation, sidewalk closure, closure of a vehicular lane, or other such work, all of which shall be performed according to applicable codes.

(b) A county-approved Maintenance of Traffic Plan (MOT) is required prior to performing any work in county rights-of-way. Registrants shall submit for county approval an MOT referencing the proper index from the 600 series of the Manual of Uniform Traffic Control Devices (MUTCD) or a signed and sealed MOT from a registered Civil Engineer. The county may request changes to any submitted MOT prior to approval of same.

(c) No approval shall be required for:

(1) Routine maintenance of small wireless facilities;

(2) Replacement of existing small wireless facilities with small wireless facilities that are substantially similar or of the same or smaller size; or

(3) Installation, placement, maintenance, or replacement of micro wireless facilities.

Sec. 86-149. Annual Collocation Fees.

(a) Each registrant shall pay a non-refundable collocation fee of $150 per pole per year to collocate small wireless facilities on county utility poles.

(b) Annual collocation fees shall be due on or before April 1 of each year, with the first annual fee due on the date the permit is issued in an amount prorated from such date through March 31.

(c) Failure to timely pay the annual collocation fee shall be a violation of this division and shall subject the registrant to the remedies therefor, including without limitation termination of the registrant's registration and suspension or revocation of all associated permits.

Sec. 86-150. No liability or warranty.

(a) Nothing in this division shall be construed to make or hold the county responsible or liable for any claim, injury, loss, or damage to persons or property whatsoever, from any cause whatsoever, arising from or relating to the placement, maintenance, use, operation, or condition of a registrant's small wireless facilities or utility poles supporting small wireless facilities.

(b) No representation, guarantee, or warranty shall arise out of the county's activation of a registration or issuance of a permit hereunder.

Sec. 86-151. Notices.

All notices under this division shall be in writing by electronic mail. Notices to a registrant shall be deemed delivered if emailed to the most recent email address reflected on the registrant's registration. Notices to the county shall be deemed delivered if emailed to smallwirelessfacilities@myescambia.com.

Sec. 86-152. Enforcement.

(a) A registrant's failure to comply with this division or the conditions of a permit shall constitute a violation of the Escambia County Code of Ordinances and may subject the registrant to registration termination, permit suspension or revocation, and, where applicable, civil penalties including without limitation injunctive relief.

(b) In addition to any other rights or remedies available at law or equity, or as otherwise provided in this division, the special magistrate shall have enforcement jurisdiction pursuant to Chapter 30 of the Escambia County Code of Ordinances, including without limitation the power to conduct hearings and impose fines. Any fines imposed by the special magistrate may be recoverable from the registrant's performance bond or corporate guarantee. An appeal of the special magistrate's final order shall be to the circuit court pursuant to the Florida Rules of Appellate Procedure.

(c) The county's failure to enforce any requirements of this division or conditions of a permit shall not constitute a waiver of the county's right to enforce such requirements, a waiver of subsequent violations of the same type, or a waiver of the county's right to exercise all available enforcement remedies.

(d) Upon permit revocation or registration termination, the registrant shall reimburse the county for all reasonable costs incurred by the county relating to such revocation or termination, including without limitation restoration costs, administrative costs, attorney's fees, and the cost of collection. The county may charge such costs to the registrant's performance bond or corporate guarantee if the registrant fails to make payment within 30 days after the county's demand therefor.

(e) The county may cause an immediate stop work order where a registrant's construction, placement, or maintenance poses a serious threat to the health, safety, or welfare of the public, which stop work order shall remain in effect until such threat has been abated.

Secs. 86-153 – 86-160. Reserved.

SECTION 2. SEVERABILITY AND CONFLICTS.

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. If this ordinance conflicts with any other ordinance in the Escambia County Code of Ordinances, this ordinance shall apply.

SECTION 3. INCLUSION IN THE CODE.

It is the intention of the board of county commissioners that the provisions of this ordinance shall be codified as required by F.S. § 125.68, and that the sections, subsections, and other provisions of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 4. EFFECTIVE DATE.

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(S E A L)

Approved as to form and legal sufficiency.

By/Title: B Ellis-Ward ACA
Date: 03/21/2018

ENACTED:
FILED WITH DEPARTMENT OF STATE:
EFFECTIVE DATE:

ORDINANCE NO. 2018-4

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, EXTENDING THE TEMPORARY MORATORIUM ON THE ISSUANCE OF PERMITS OR ANY OTHER OFFICIAL ACTION OF ESCAMBIA COUNTY HAVING THE EFFECT OF PERMITTING COLLOCATION OF SMALL WIRELESS FACILITIES ON COUNTY UTILITY POLES IN COUNTY RIGHTS-OF-WAY; PROVIDING AN EFFECTIVE DATE AND DURATION; AND PROVIDING FOR SEVERABILITY.

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

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

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

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

WHEREAS, effective August 7, 2017, the Board of County Commissioners enacted Ordinance No. 2017-45 wherein the Board established a 180-day moratorium on the acceptance of applications for, the processing of, and the issuance of permits or any other official action of Escambia County having the effect of permitting small wireless facility collocation to allow the County time to review, consider, analyze, and evaluate the restrictions and mandates in HB 687 and to prepare and adopt new and amendatory regulations to effectively implement the provisions of HB 687; and

WHEREAS, a 90-day extension of the moratorium will allow County staff to further refine the draft ordinance that establishes standards and procedures consistent with HB 687 based on comments from small wireless facility providers and additional input from County staff charged with the responsibility to implement the ordinance.

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

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

Section 2. Purpose.

The purpose of this Ordinance is to ensure Escambia County is afforded sufficient time to thoroughly review, consider, analyze, and evaluate the comments from small wireless facility providers and the additional input from County staff charged with the responsibility to implement the ordinance. During this additional 90-day period, the County will take no action on any application for permitting or other authorization which has the effect of authorizing small wireless facility collocation in County rights-of-way. This Ordinance is in no way intended to permanently preclude the application for and authorization of small wireless facility collocation pursuant to HB 687.

Section 3. Imposition of Temporary Moratorium.

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

Section 4. Duration of Moratorium

This temporary moratorium shall commence on February 3, 2018 for a period of 90 days and shall automatically expire on May 4, 2018, unless prior to such expiration the Board of County Commissioners, after holding a public hearing, determines that it is in the best public interest to extend the moratorium for a specified time period or upon

adopting new and amendatory regulations effectively implementing the provisions of HB 687.

Section 5. Severability

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

Section 6. Exclusion from the Code

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

Section 7. Effective Date.

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

DONE AND ENACTED this 1st day of February, 2018.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____ ACA
Date: 01/23/2018

ENACTED: February 1, 2018

FILED WITH DEPARTMENT OF STATE: February 2, 2018

EFFECTIVE DATE: February 2, 2018

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-13873 **Clerk & Comptroller's Report 10. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 04/05/2018
Issue: February 2018 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the February 28, 2018, Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended February 28, 2018, as required by Ordinance Number 95-13; on February 28, 2018, the portfolio market value was $393,078,987 and portfolio earnings totaled $276,564 for the month; the short term portfolio yield 1.33%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 1.38%; the long-term CORE portfolio achieved a yield of 2.36%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.24%.

Attachments

February 2018 Investment Report

INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2017-2018
February 28, 2018

Prepared by:
Pam Childers
Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2017-2018
February 28, 2018

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value January 31, 2018	Market Value February 28, 2018
Bank Accounts	$ 33,066,688	33,523,818
Money Market Accounts	60,813,806	60,843,267
State Board of Administration	75,665,633	75,769,511
Local Government Investment Pools	75,100,610	75,078,432
Certificates of Deposit	40,138,386	45,138,386
Money Market Mutual Fund	1,065,997	2,045,543
U.S. Treasury Bond/Notes	39,425,905	39,309,822
Federal Agency Bond/Note	34,935,545	34,916,676
Municipal Bonds	3,904,110	3,898,538
Corporate Notes	23,425,537	22,554,994
Total Portfolio Assets:	$ 387,542,215	$ 393,078,987
Current Month Earnings:	**$ 162,213**	**$ 276,564**
Fiscal Year to Date Earnings:	**$ 990,251**	**$ 1,266,815**

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	January 31, 2018	February 28, 2018
Market Value	**$ 284,785,122**	**$ 290,353,414**
Short Term Portfolio Yield:	**1.23%**	**1.33%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	1.34%	1.38%
Fiscal YTD Earnings:	**485,276**	**643,924**

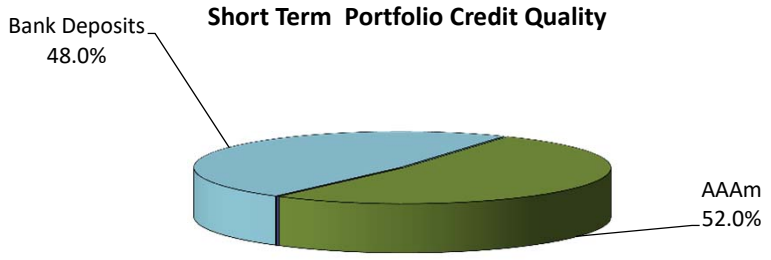
LONG TERM CORE PORTFOLIO:	January 31, 2018	February 28, 2018
Market Value	**$ 102,757,093**	**$ 102,725,573**
CORE Portfolio Yield to Maturity at Market:	**2.20%**	**2.36%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.24%	2.24%
CORE Portfolio Total Return:	**-0.40%**	**-0.12%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	-0.57%	-0.57%
Effective Duration (Years)	**2.13**	**2.07**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.57	2.57
Fiscal YTD Earnings:	**504,974**	**622,891**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2017-2018
February 28, 2018

SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

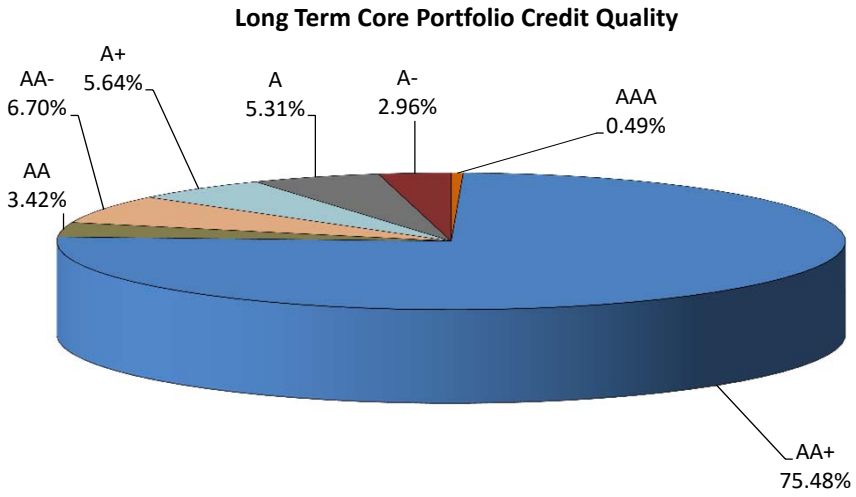
Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 33,523,818	11.5%
Money Market Accounts	60,843,267	21.0%
Certificates of Deposit	45,138,386	15.5%
State Board of Administration	75,769,511	26.1%
Local Government Investment Pools	75,078,432	25.9%
Total Short Term Portfolio Assets:	**$ 290,353,415**	**100.0%**



LONG TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 39,309,822	38.3%
Federal Agency Bond / Note	34,916,676	34.0%
Municipal Obligations	3,898,538	3.8%
Corporate Note	22,554,994	22.0%
Money Market Mutual Fund - Federated Government	2,045,543	2.0%
Total Long Term Core Portfolio Assets:	**$ 102,725,573**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2017-2018
February 28, 2018

Security Type		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	$	75,769,511	19.3%	25%	Yes
United States Treasury Securities		39,309,822	10.0%	100%	Yes
Federal Instrumentalities		34,916,676	8.9%	50%	Yes
Local Government Investment Pools		75,078,432	19.1%	50%	Yes
Certificates of Deposit		45,138,386	11.5%	50%	Yes
Savings Accounts		60,843,267	15.5%	50%	Yes
Corporate Notes		22,554,994	5.7%	25%	Yes
State and/or Local Government Debt		3,898,538	1.0%	25%	Yes
Bank Accounts - Bank of America		33,523,818	8.53%	100%	Yes
Money Market Mutual Fund		2,045,543	0.5%	50%	Yes
Total Investment Holdings	**$**	**393,078,987**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	994,110	0.3%	5%	Yes
American Honda Finance	412,120	0.1%	5%	Yes
Bank Accounts - Bank of America	33,523,818	8.5%	100%	Yes
BBVA Compass	25,065,424	6.4%	15%	Yes
Centennial Bank	15,105,292	3.8%	15%	Yes
Caterpillar INC	732,788	0.2%	5%	Yes
Cisco Systems Inc.	2,003,976	0.5%	5%	Yes
City of New York	1,692,095	0.4%	5%	Yes
Coca-Cola Company	315,342	0.1%	5%	Yes
Colgate-Palmolive Co	748,410	0.2%	5%	Yes
Deere & Company	1,156,539	0.3%	5%	Yes
Exxon Mobil Corporate Notes	993,920	0.3%	5%	Yes
Fannie Mae	11,877,231	3.0%	5%	Yes
Federal Home Loan Bank (FHLB)	14,929,102	3.8%	25%	Yes
Fidelity Institutional Government MMF	2,045,543	0.5%	25%	Yes
FLCLASS	5,082,024	1.3%	25%	Yes
Florida Prime (SBA)	75,769,511	19.3%	25%	Yes
Florida Local Government Investment Trust	69,996,408	17.8%	25%	Yes
Freddie Mac	8,110,343	2.1%	25%	Yes
Hancock Bank	22,867,537	5.8%	15%	Yes
Home Depot Inc.	462,690	0.1%	5%	Yes
Intel Corporation	977,959	0.2%	5%	Yes
International Business Machines	971,150	0.2%	5%	Yes
JP Morgan Chase Corporate Notes	987,056	0.3%	5%	Yes
Microsoft Corporate Notes	490,008	0.1%	5%	Yes
Mississippi State	751,883	0.2%	5%	Yes
Oracle Corp	978,325	0.2%	5%	Yes
Pepsico, Inc.	1,033,908	0.3%	5%	Yes
Pfizer Inc Corporate Notes	995,464	0.3%	5%	Yes
Proctor & Gamble Co	639,432	0.2%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2017-2018
February 28, 2018

Individual Issuer Breakdown		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Servisfirst Bank		42,943,400	10.9%	**15%**	**Yes**
State of Connecticut		676,654	0.2%	**5%**	**Yes**
State Street Corporation		993,622	0.3%	**5%**	**Yes**
The Bank of New York Mellon Corporation		1,997,200	0.5%	**5%**	**Yes**
The Walt Disney Corporation		491,132	0.1%	**5%**	**Yes**
Toyota Motor Corp		2,065,889	0.5%	**5%**	**Yes**
United Parcel Service Inc.		486,919	0.1%	**5%**	**Yes**
United States Treasury Securities		39,309,822	10.0%	**100%**	**Yes**
University of WA Taxable Revenue Bonds		777,905	0.2%	**5%**	**Yes**
Visa Inc		630,332	0.2%	**5%**	**Yes**
Wells Fargo &Company Corporate Notes		996,705	0.3%	**5%**	**Yes**
Total Investment Holdings	**$**	**393,078,987**	**100.0%**		

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-13833 **Clerk & Comptroller's Report 10. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 04/05/2018
Issue: TDT Collection Data for the January 2018 Returns
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the January 2018 Returns Received in February 2018

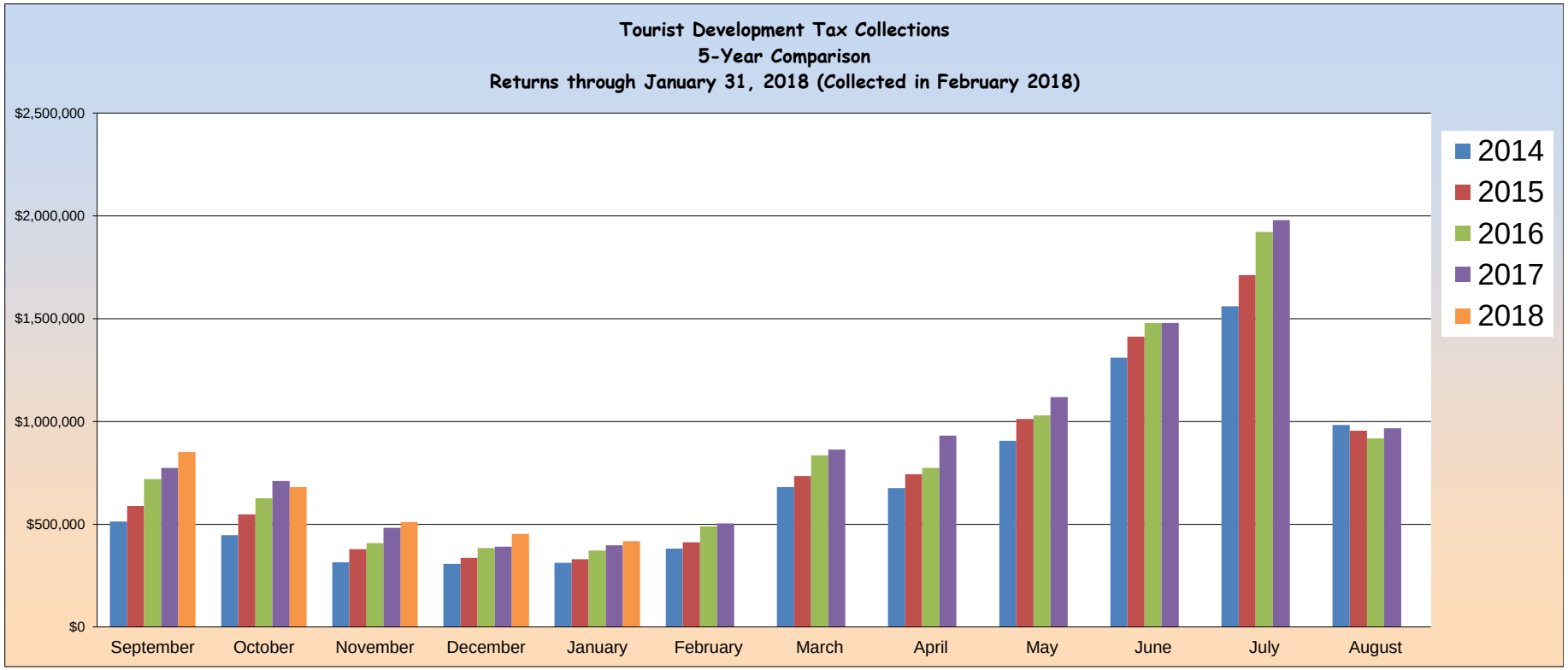
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the January 2018 returns received in the month of February 2018, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the fifth month of collections for the Fiscal Year 2018; total collections for the month of January 2018 returns was $417,058.01; this is a 4.82% increase over the January 2017 returns; total collections year to date are 5.70% more than the comparable timeframe in Fiscal Year 2017.

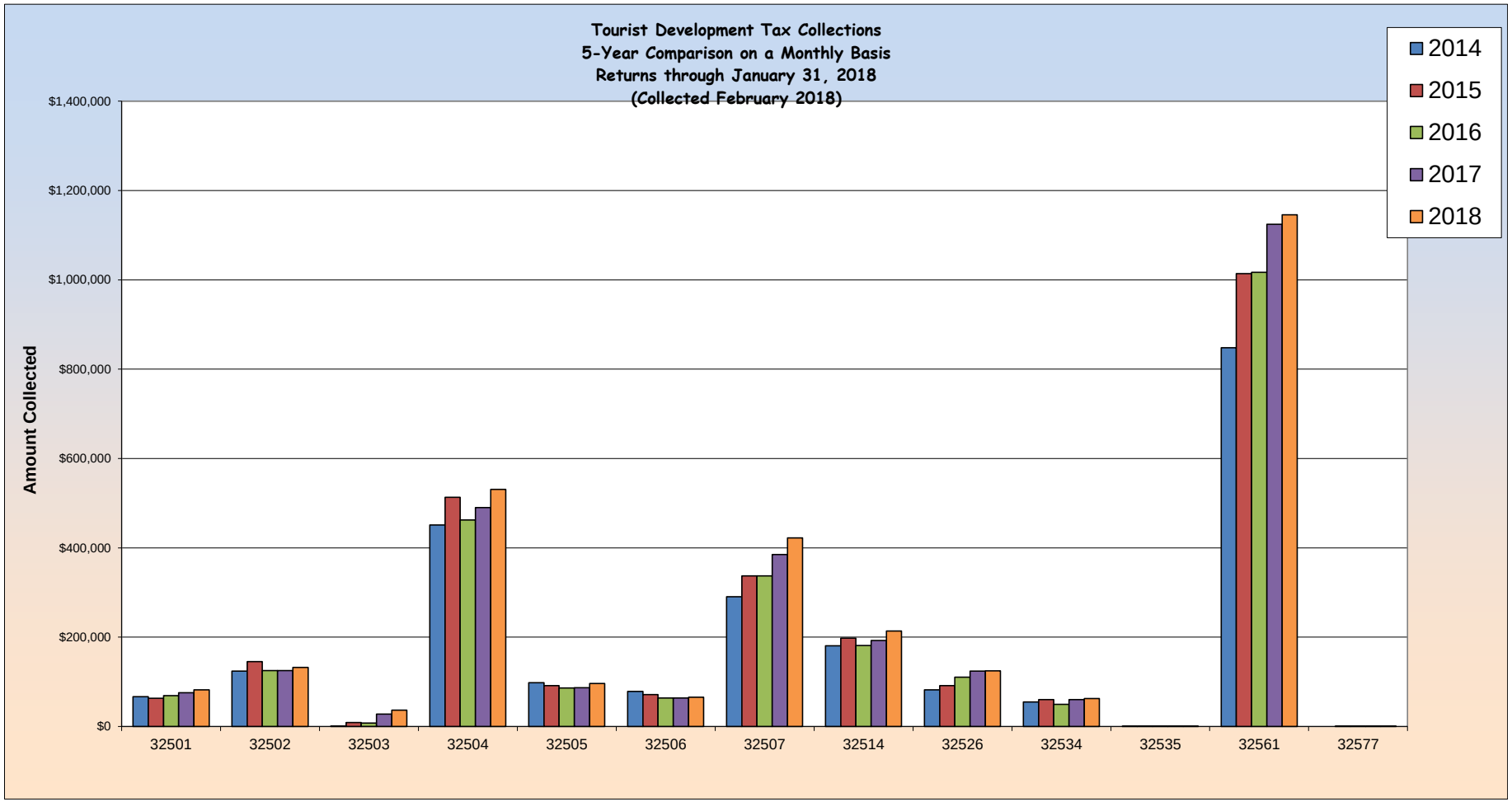
Attachments

January 2018 TDT Collections Received in February

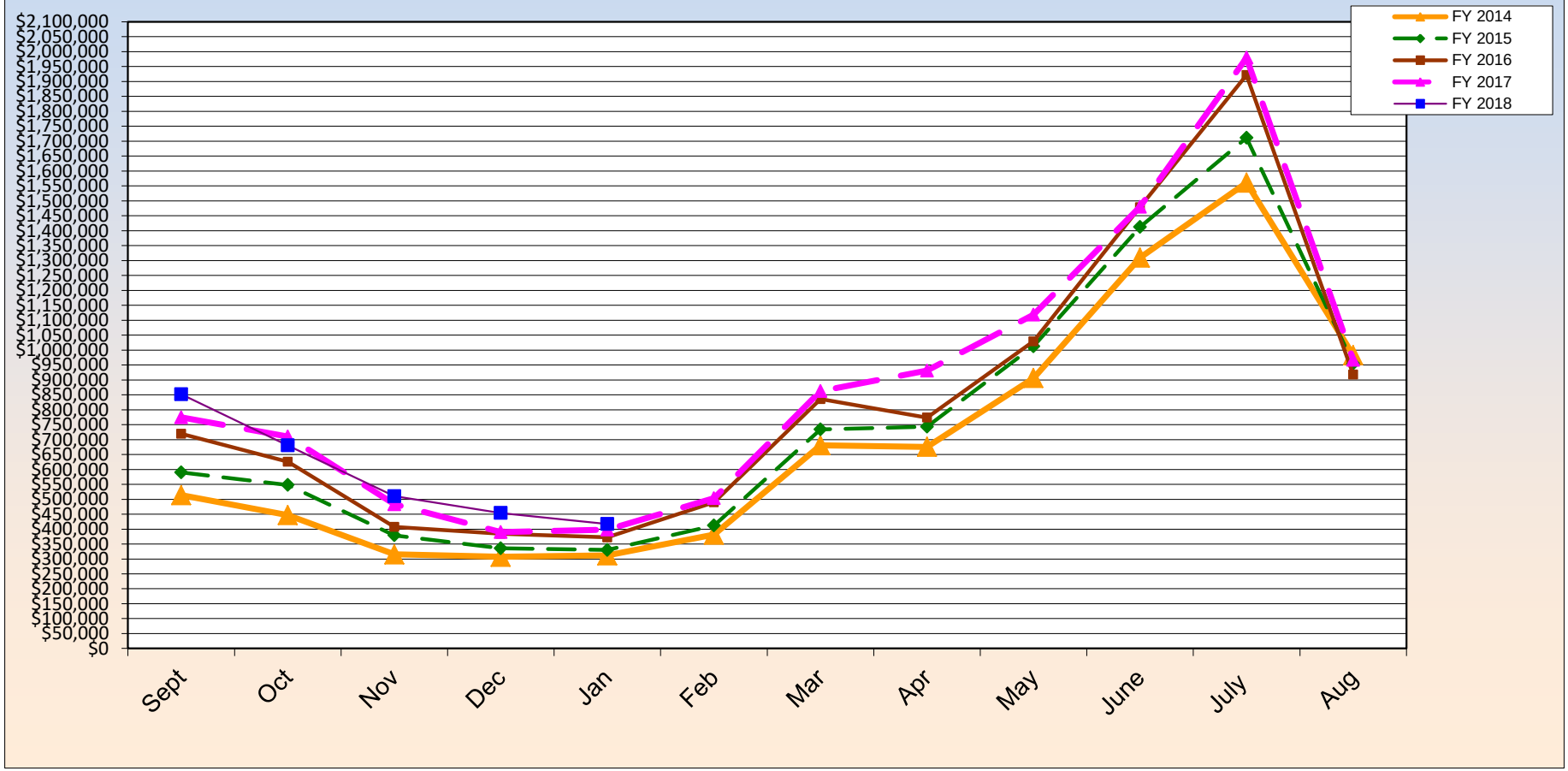
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF FEBRUARY 2018

Zip Code	Fiscal Year 2018 YTD Collected	Fiscal Year 2017 YTD Collected	Difference	% Change
32501	82,234	75,650	6,584	9%
32502	132,168	125,076	7,092	6%
32503	36,517	27,748	8,769	32%
32504	530,860	490,025	40,835	8%
32505	96,066	87,068	8,998	10%
32506	65,782	63,804	1,978	3%
32507	422,411	385,211	37,200	10%
32514	213,619	192,545	21,074	11%
32526	124,743	123,845	898	1%
32534	62,575	60,057	2,518	4%
32535	612	679	(67)	-10%
32561	1,145,745	1,124,478	21,267	2%
32562	-	-	-	0%
32577	117	100	17	17%
Total	**$ 2,913,449**	**$ 2,756,287**	157,162	**6%**


Tourist Development Tax Collections
5-Year Comparison
Returns through January 31, 2018 (Collected in February 2018)
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2014
2015
2016
2017
2018


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through January 31, 2018
(Collected February 2018)
2014
2015
2016
2017
2018
Amount Collected
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577

TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2014 - FY 2018
Returns through January 31, 2018 (Collected in February 2018)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2018
AS OF FEBRUARY 28, 2018

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/17	**20,189**	2%	**33,110**	4%	**8,055**	1%	**127,370**	15%	**26,827**	3%
11/17	**15,305**	2%	**30,151**	4%	**7,908**	1%	**112,522**	17%	**16,690**	2%
12/17	**15,278**	3%	**26,266**	5%	**7,092**	1%	**103,569**	20%	**15,923**	3%
01/18	**14,881**	3%	**22,042**	5%	**7,184**	2%	**93,898**	21%	**18,961**	4%
02/18	**16,581**	4%	**20,599**	5%	**6,278**	2%	**93,500**	22%	**17,664**	4%
Total	**$ 82,234**	**3%**	**$ 132,168**	**5%**	**$ 36,517**	**1%**	**$ 530,860**	**18%**	**$ 96,066**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/17	**17,729**	2%	**141,510**	17%	**48,279**	6%	**28,141**	3%	**16,786**	2%
11/17	**14,116**	2%	**117,580**	17%	**45,400**	7%	**25,079**	4%	**13,813**	2%
12/17	**12,723**	2%	**58,984**	12%	**41,547**	8%	**24,823**	5%	**11,206**	2%
01/18	**10,887**	2%	**44,414**	10%	**38,809**	9%	**24,691**	5%	**10,404**	2%
02/18	**10,328**	2%	**59,924**	14%	**39,584**	9%	**22,010**	5%	**10,365**	2%
Total	**$ 65,782**	**2%**	**$ 422,411**	**14%**	**$ 213,619**	**7%**	**$ 124,743**	**4%**	**$ 62,575**	**2%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/17	**138**	0%	**383,626**	45%	**-**	0%	**16**	0%	**851,777**	100%
11/17	**186**	0%	**281,499**	41%	**-**	0%	**50**	0%	**680,298**	100%
12/17	**200**	0%	**192,757**	38%	**-**	0%	**35**	0%	**510,405**	100%
01/18	**88**	0%	**167,637**	37%	**-**	0%	**17**	0%	**453,912**	100%
02/18	**-**	0%	**120,225**	29%	**-**	0%	**-**	0%	**417,058**	100%
Total	**$ 612**	**0%**	**$ 1,145,745**	**39%**	**$ -**	**0%**	**$ 117**	**0%**	**$ 2,913,449**	**100%**

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2017
AS OF FEBRUARY 28, 2017

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/16	**19,380**	3%	**28,706**	4%	**7,582**	1%	**107,704**	14%	**18,717**	2%
11/16	**16,302**	2%	**29,923**	4%	**6,327**	1%	**113,135**	16%	**19,922**	3%
12/16	**14,867**	3%	**25,670**	5%	**5,411**	1%	**99,858**	21%	**16,651**	3%
01/17	**12,246**	3%	**20,593**	5%	**4,367**	1%	**80,988**	21%	**15,052**	4%
02/17	**12,855**	3%	**20,184**	5%	**4,061**	1%	**88,341**	22%	**16,726**	4%
Total	**$ 75,650**	**2%**	**$ 125,076**	**4%**	**$ 27,748**	**1%**	**$ 490,025**	**15%**	**$ 87,068**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/16	**14,090**	2%	**127,016**	16%	**40,876**	5%	**26,793**	3%	**11,880**	2%
11/16	**17,582**	2%	**111,916**	16%	**39,351**	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%	**40,510**	10%	**35,625**	9%	**23,062**	6%	**11,310**	3%
02/17	**12,085**	3%	**52,690**	13%	**37,083**	9%	**23,259**	6%	**12,137**	3%
Total	**$ 63,804**	**2%**	**$ 385,211**	**18%**	**$ 192,545**	**6%**	**$ 123,845**	**$ -**	**$ 60,057**	**2%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/16	**105**	0%	**371,593**	48%	**-**	0%	**100**	0%	**774,538**	100%
11/16	**229**	0%	**316,292**	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%
Total	**$ 679**	**0%**	**$ 1,124,478**	**45%**	**$ -**	**0%**	**$ 100**	**0%**	**$ 2,756,287**	**100%**

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2009-2018									
Month Of	For The										
Collection	Month Of	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
OCT	SEP	277,444	274,902	321,850	343,637	398,300	385,209	442,268	539,766	580,905	638,832
NOV	OCT	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351	532,757	510,223
DEC	NOV	185,367	214,475	226,459	244,845	254,898	236,608	284,253	305,743	362,364	382,803
JAN	DEC	169,734	164,750	192,546	212,164	207,117	230,300	251,856	288,130	292,783	340,434
FEB	JAN	176,773	171,885	192,262	200,843	205,954	233,879	247,492	279,148	298,406	312,794
	TOTAL	**$ 1,040,679**	**$ 1,064,435**	**$ 1,209,331**	**$ 1,306,068**	**$ 1,391,468**	**$ 1,421,280**	**$ 1,636,923**	**$ 1,882,138**	**$ 2,067,215**	**$ 2,185,087**

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2009-2018									
Month Of	For The										
Collection	Month Of	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
OCT	SEP	92,482	91,634	107,283	114,546	132,767	128,403	147,425	179,922	193,635	212,944
NOV	OCT	77,120	79,474	92,072	101,526	108,399	111,761	137,018	156,450	177,586	170,074
DEC	NOV	61,789	71,492	75,487	81,615	84,966	78,869	94,751	101,914	120,788	127,601
JAN	DEC	56,578	54,917	64,182	70,721	69,039	76,767	83,950	96,043	97,594	113,478
FEB	JAN	58,924	57,295	64,087	66,948	68,651	77,960	82,497	93,049	99,469	104,265
TOTAL		**$346,893**	**$354,812**	**$403,111**	**$435,356**	**$463,823**	**$473,760**	**$545,641**	**$627,380**	**$689,072**	**$728,362**

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-13844 **Clerk & Comptroller's Report 10. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 04/05/2018
Issue: Write-off Of Returned Checks & Accounts Receivable
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Write-off of Return Checks and Accounts Receivables

That the Board adopt, and authorize the Chairman to sign, the Resolution authorizing the write-off of $755.00 of returned checks and accounts receivables in various funds of the County that have been determined to be uncollectible bad debts.

Attachments

Write-off for March 2018

RESOLUTION R2018-

WHEREAS, certain returned checks and other receivables totaling **$755.00** are owed to the various funds of Escambia County for services furnished to the persons named on the list which is attached hereto (Attachment "A") and made a part hereof by reference and have been determined to be uncollectible bad debts.

WHEREAS, diligent efforts have been made to collect the amounts as shown on the attached list and all returned checks which meet the qualifications per State Statute §68.065 have been transferred to the State Attorney's Worthless Check Division.

NOW THEREFORE, it is resolved by the Board of County Commissioners of Escambia County, Florida, that:

These accounts shall be written off as uncollectible bad debts. The above designations have been made solely to enable the Clerk of the Circuit Court and Comptroller to carry out her duties in accordance with generally accepted accounting principles. Escambia County does not waive any rights it may have to collect any of the above-referenced accounts receivable, including but not limited to use of a collection agency under contract to Escambia County.

BE IT FURTHER RESOLVED, that all past efforts to designate these delinquent accounts receivable as bad debts are hereby ratified and approved.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh
Chairman of the Board

ATTEST:

HONORABLE PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: _____
Deputy Clerk

Adopted:

ATTACHMENT "A"

INTER-OFFICE MEMORANDUM

TO: Honorable Pam Childers
Clerk of the Circuit Court

FROM: Lorraine Hudson
Manager, Treasury/Payroll

DATE: April 5, 2018

SUBJECT: Returned Checks and Receivables Write-Off
Ended 11/30/2017

The following is a list of all outstanding returned checks and accounts receivable greater than 120 days old (prior to December 1, 2017) and uncollectible receivables at March 31, 2018. All phases of the collection process have been attempted and have been determined to be uncollectible. This write-off allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt.

Name	Date of Return	Fund		Amount
Bliss Spa & Nail	07/07/2017	104	$	700.00
Robert Klein	08/31/2017	408	$	30.00
Angela Maddox	03/23/2017	408	$	25.00
Total			**$**	**755.00**

Grand Total	**$**	**755.00**

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-13905 **Clerk & Comptroller's Report 10. 4.**
BCC Regular Meeting **Consent**
Meeting Date: 04/05/2018
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 Northwest Florida Water Management District 2018 Consolidated Annual Report for Fiscal Year 2018-2019, provided by Christina Coger, AICP, Program Manager, Resource Planning, Northwest Florida Water Management District; and

B. Change Order No. 001 to the State of Florida Department of Environmental Protection Agreement No. S0779, executed by the Chairman on March 5, 2018, based on the Board's action of November 5, 2015, authorizing the Chairman to sign the Grant Agreement and any documents related to acceptance, execution, reporting, no-cost time extensions, and Amendments to this Grant, pending Legal review and approval, without further action of the Board.

Attachments

NWFWMD 2018 Consolidated Annual Report
20151105 CAR II-26

Northwest Florida Water Management District

2018 Consolidated Annual Report

Fiscal Year 2018-2019

Publication Number: AR-18

Cypress Spring (Holmes Creek)

Northwest Florida Water Management District

Consolidated Annual Report

March 1, 2018

Cover Photo: Cypress Spring (J. Crowe)

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

GOVERNING BOARD

George Roberts
Chair, Panama City

Jerry Pate
Vice Chair, Pensacola

John Alter
Secretary-Treasurer, Malone

Gus Andrews
DeFuniak Springs

Jon Costello
Tallahassee

Marc Dunbar
Tallahassee

Ted Everett
Chipley

Nick Patronis
Panama City Beach

Bo Spring
Port St. Joe

Brett J. Cyphers
Executive Director

Headquarters
81 Water Management Drive
Havana, Florida 32333-4712
(850) 539-5999
www.nwfwater.com

Crestview
180 E. Redstone Avenue
Crestview, Florida 32539
(850) 683-5044

Econfina
6418 E. Highway 20
Youngstown, FL 32466
(850) 722-9919

Milton
5453 Davisson Road
Milton, FL 32583
(850) 626-3101

This report is available at: www.nwfwater.com. For additional information or to request a copy of this report, please contact Christina Coger at Christina.Coger@nwfwater.com or (850) 539-5999.

Executive Summary

This Consolidated Annual Report fulfills section 373.036(7), Florida Statutes (F.S.), which requires the Northwest Florida Water Management District (NWFWMD or District) to annually prepare and submit a report on the management of water resources to the Governor, the President of the Senate, the Speaker of the House of Representatives, and to the Florida Department of Environmental Protection (DEP). Chairs of legislative committees with substantive or fiscal jurisdiction over water management districts, and the governing boards of counties having jurisdiction or deriving funds for operations in the District, also receive copies. The report is available to the public online at nwfwater.com/data-publications/reports-plans/consolidated-annual-reports/.

The March 1, 2018, NWFWMD Consolidated Annual Report includes all elements required by statute, updated in 2016 in accordance with Senate Bill 552, as specified in section 373.036(7)(b), F.S. The report also includes one optional chapter on the District's Surface Water Improvement and Management (SWIM) program. Contents of the report are:

1. Strategic Water Management Plan Annual Work Plan Report
2. Minimum Flows and Minimum Water Levels (MFL) Annual Priority List and Schedule
3. Annual Five-Year Capital Improvements Plan
4. Alternative Water Supplies Annual Report
5. FY 2017-2018 Five-Year Water Resource Development Work Program
6. Florida Forever Water Management District Work Plan Annual Report
7. Mitigation Donation Annual Report
8. Water Projects in the Five-Year Water Resource Development Work Program
9. Surface Water Improvement and Management (SWIM) Program Annual Report

*The **mission** of the Northwest Florida Water Management District is to implement the provisions of Chapter 373, Water Resources, Florida Statutes (F.S.), in a manner that best ensures the continued welfare of the residents and water resources of northwest Florida.*

*The District works with state and federal agencies and local governments to achieve its mission through four interrelated **areas of responsibility**: water supply, water quality, flood protection, and natural system protection.*

The elements or chapters that follow provide the status and record of accomplishments of District programs over the previous fiscal year (FY 2016-2017) that contribute to the implementation and success of the District's mission and responsibilities.

FY 2016-2017 accomplishments include: implementation of numerous spring restoration, stormwater retrofit, and water supply development projects; monitoring of springs water quality and flows; continued development of minimum flow and minimum water level technical assessments; management of District lands and recreation sites; and floodplain risk mapping. Strategic priorities approved by the District's Governing Board, as noted in the Strategic Water Management Plan (Chapter 1), provide guidance and a framework for implementing all District programs and activities.

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Consolidated Annual Report

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Executive Summary i

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Consolidated Annual Report
Chapter 1

Strategic Water Management Plan
Annual Work Plan Report

Strategic Water Management Plan (SWMP) Annual Work Plan Report

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Chapter 1. Strategic Water Management Plan (SWMP) Annual Work Plan Report

Overview

The mission of the Northwest Florida Water Management District (NWFWMD or District) is to implement the provisions of Chapter 373, Water Resources, Florida Statutes (F.S.), in a manner that best ensures the continued welfare of the residents and water resources of northwest Florida. The District works to achieve its mission through four interrelated areas of responsibility: water supply, water quality, flood protection, and natural system protection. Water management plans developed pursuant to section 373.036(2), F.S., guide the implementation of the District's mission and responsibilities.

The District's Governing Board annually approves a Strategic Water Management Plan (SWMP) for a five-year planning horizon. This element of the District's Consolidated Annual Report is the annual work plan report on the implementation of the Strategic Water Management Plan for the previous fiscal year (section 373.036(2)(e)4.). The FY 2016-2017 SWMP was approved on December 8, 2016 and listed below are the SWMP strategic priorities consistent with those in the District's adopted FY 2016-2017 budget. Addressed in this annual work plan report for each strategic priority are, at a minimum, success indicators, deliverables, and milestones.

Strategic Priorities for Fiscal Years 2017-2021

- **Springs Protection and Restoration:** *Protect and restore water quality and flows within the major spring systems of northwest Florida.*
- **Minimum Flows and Minimum Water Levels (MFLs):** *Develop and implement science-based MFLs that protect water resources and associated natural systems.*
- **Apalachicola-Chattahoochee-Flint River Basin:** *Protect Apalachicola River and Bay water quality and freshwater inflow.*
- **Water Supply:** *Ensure sufficient water is available for all existing and future reasonable-beneficial uses and natural systems.*
- **Watershed Protection and Restoration:** *Protect and restore watershed resources and functions.*
- **Flood Protection and Floodplain Management:** *Maintain natural floodplain functions and minimize harm from flooding.*

Summary of FY 2016-2017 Accomplishments

FY 2016-2017 accomplishments include implementation of numerous spring restoration, stormwater retrofit, and water supply development projects; monitoring of springs water quality and flows; continued development of MFL technical assessments; and floodplain risk mapping. Table 1.1 provides a summary of FY 2016-2017 accomplishments for each strategic priority.

Table 1.1 Snapshot of Strategic Priority FY 2016-2017 Achievements

Strategic Priorities	Success Indicators	Milestones	Deliverables
Springs Protection and Restoration: *Improve water quality and flows within the major spring systems of northwest Florida*	1) Project accomplishment (percent complete) 2) Trends in nitrate concentrations 3) Trends in spring flows	Completion of four springs restoration projects along Holmes Creek and one site along Econfina Creek. Also includes substantial completion of a third year of agricultural BMP projects and initiation of a new sod-based crop rotation pilot project with producers.	Project completion reports for spring restoration projects and re-opening ceremony at Cotton Landing; MIL quarterly reports; and water savings calculations.
Minimum Flows and Minimum Water Levels (MFLs): *Develop and implement science-based MFLs that protect water resources and associated natural systems.*	1) MFL technical assessment accomplishment (percent complete per the approved schedule) 2) Waterbodies meeting their adopted MFLs (number and percentage)	Progress toward completion of technical assessments for the St. Marks River Rise, Wakulla Spring, Sally Ward Spring, the coastal Floridan aquifer in Walton, Okaloosa, and Santa Rosa counties Jackson Blue Spring, and the Shoal River System.	Surface water model; hydrographic data on St. Marks River Rise, Sally Ward Spring and Wakulla Spring; draft MFL work plan for Shoal River System.
Apalachicola-Chattahoochee-Flint River Basin: *Protect Apalachicola River and Bay water quality and freshwater inflow*	1) Project accomplishment (percent complete) 2) Area restored/treated (acres) 3) Pollutant load reduction (pounds per year)	Continued technical assistance for tristate litigation, completion of three stormwater retrofit projects treating 176 acres in the City of Apalachicola, and initiation of water quality improvement project with the City of Carrabelle.	Project completion reports for Avenue I, Prado Outfall, and US 98 & 16th Street stormwater projects for projects.
Water Supply: *Plan and facilitate sustainable water supplies for future reasonable and beneficial uses*	1) RWSP public supply water demands met (volume [MGD] and percentage) 2) Public supply uniform gross and residential per capita water use (GPCD and trend) 3) Alternative water supply made available (volume [MGD] and trend) 4) Project accomplishment (percent complete)	Completion of 17 water supply development grant projects (45 total projects or 64% complete). Overall declining gross per capita water use from 146 gpcd in 2010 to 122 in 2016.	Annual water use data; grant completion reports.

Strategic Priorities	Success Indicators	Milestones	Deliverables
Watershed Protection and Restoration: *Protect and restore watershed resources and functions.*	1) Balance of released mitigation credits 2) Cooperative project implementation (percent complete) 3) Area restored/area treated (acres)	Completion of seven new or updated SWIM plans for all watersheds in northwest Florida; completion of three stormwater retrofit projects in the City of Apalachicola.	Final SWIM plans and project completion reports.
Flood Protection and Floodplain Management: *Protect floodplain functions for the benefit of human communities and natural systems*	1) Area of floodplain protected through land acquisition (acres) 2) Percent of the District with updated DFIRMs meeting FEMA standards and criteria	Preliminary DFIRM updates issued for one coastal county in 2017 (five of six counties total or 83% complete).	Preliminary DFIRM maps for Escambia County.

(A) Not all success indicators are addressed or have accomplishments every year.

1.1 Springs Protection and Restoration

Strategic Priority and Success Indicators

The goal of the Springs Protection and Restoration strategic priority is to protect and restore water quality and flows within the major spring systems of northwest Florida. Success indicators are:

(1) Project accomplishment (percent completion on schedule)
(2) Trends in nitrate concentrations
(3) Trends in spring flows

Current Activities and Accomplishments

Recently accomplished and current activities are focused on improving water quality and flows within the major spring systems of northwest Florida. These activities include:

- Helping producers implement agricultural best management practices (BMPs) for water conservation and water quality improvement within the Jackson Blue Spring basin (Jackson County);
- Assisting Jackson, Wakulla, and Leon counties and municipalities with septic-to-sewer retrofits within the contribution areas of the Jackson Blue and Wakulla springs systems;
- Restoring habitat at Devil's Hole, Walsingham, and Econfina Blue springs within the Econfina Creek Water Management Area (WMA) and along Holmes Creek (Washington County);
- Acquiring land to protect Jackson Blue Spring, the Gainer Spring Complex on Econfina Creek, and Cypress Spring on Holmes Creek;
- Evaluating potential advanced septic treatment systems for rural areas in Leon and Wakulla counties;

- Evaluating the Claiborne aquifer as a potential alternative water source in the Jackson Blue Spring contribution area; and,
- Monitoring and resource assessments for major spring systems Districtwide.

Evaluation of Indicators

(1) Project accomplishment (percent completion on schedule)

The District had several new and ongoing projects in FY 2016-2017 that contribute to spring protection and restoration. A total of 21 projects were active or completed during the fiscal year within four major watersheds and five counties.

Table 1.2 below lists projects by major watershed from west to east. A map of the seven major watersheds within the district is in Section 1.5: Watershed Protection and Restoration.

Table 1.2 Spring Protection and Restoration Projects

Project	Description/Cooperators	Total District Cost (or as noted)	Status	Percent Complete
Choctawhatchee River and Bay Watershed				
Holmes Creek Spring Complex Restoration	Restoration of approximately 500 feet of eroded stream bank at three boat launch sites. Washington County	$235,000	Complete	100%
Holmes Creek Spring Complex Restoration – Cotton Landing	Restoration and stormwater management of 125 feet of shoreline on Holmes Creek, along with compatible public access improvements. DEP	$190,000	Complete	100%
Cypress Spring Land Acquisition	Acquisition of up to 302 acres at Cypress Spring along Holmes Creek in Washington County	$1,100,000	In progress	10%
St. Andrew Bay Watershed				
Devil's Hole Spring Streambank Restoration	Restoration of 100 LF of shoreline and stormwater management at spring on Econfina Creek, along with compatible public access improvements. DEP	$145,000	Project substantially complete by December 2017	99%
Streambank Restoration – Econfina	Restoration of shoreline and habitat along recent acquisition parcel	$22,100	Complete	100%
Gainer Springs Land Acquisition	Acquisition of up to 982 acres and spring bank restoration along Econfina Creek	$6,000,000	In progress	10%
Econfina Blue Spring Camp Improvements	Public access improvements and shoreline restoration along Econfina Creek	$871,500	Design/Engineering	10%
Econfina Land Acquisition	Acquisition of up to 289 acres within Econfina Creek recharge area	$1,000,000	In Progress	10%
Apalachicola River and Bay Watershed				
Mobile Irrigation Laboratory	Technical assistance to producers, primarily within the Jackson Blue Spring contribution area, to improve irrigation efficiency. FDACS;, NRCS; West FL RC&D Council	$72,000 (annual cost)	All funds expended and projects complete for FY 2016-2017	100%
Jackson Blue Spring Agricultural BMP Cost Share Program	Financial assistance to producers in the Jackson Blue Spring contribution area to implement irrigation efficiency and water quality BMPs. Producers, FDACS, NRCS	$4,739,500	Years 1 -3 complete; Year 4 in progress and Year 5 in planning	42%
Sod-based Crop Rotation Pilot Project	Four-year pilot project to reduce nutrient application to crops in the Jackson Blue Spring BMAP	$806,032	In progress	5%

Project	Description/Cooperators	Total District Cost (or as noted)	Status	Percent Complete
Land acquisition – Jackson Blue	Fee simple or less-than-fee simple acquisition of 167 acres in the Jackson Blue Spring area	$697,192	In progress	10%
Jackson County Septic to Sewer Retrofit – Indian Springs	Convert residential subdivision in Jackson Blue Spring area from septic to sewer to reduce nitrogen loading. Jackson County and City of Marianna	$3,450,000	Design/Engineering	10%
Jackson County Septic to Sewer Retrofit – Blue Spring Road	Convert county park and residential subdivision in Jackson Blue Spring area from septic to sewer. Jackson County and City of Marianna	$3,566,749	In progress	0%
Claiborne Aquifer Evaluation	Construct test and monitoring wells and perform testing to determine the aquifer's viability as an alternate source to reduce demands on Jackson Blue Spring	$440,000	Well construction and aquifer pump test complete	75%
Malone High School Sanitary Sewer Connection Project	Convert 10 septic systems at Malone High School to central sewer to reduce nitrogen loading. Town of Malone	$432,077	Design/Engineering	5%
Jackson Blue Spring Recreation Area Stormwater Improvements	Design and construct a stormwater management system that captures and treats stormwater at Jackson Blue Spring. Jackson County	$751,200	Contracting / Planning	0%
St. Marks River and Apalachee Bay Watershed				
Leon County Septic to Sewer Retrofit – Woodside Heights	Convert residential subdivision in Wakulla Spring area from septic to sewer to reduce nitrogen loading. Leon County	$4,900,000	Construction bid	10%
Leon County Septic to Sewer Retrofit – Woodville Phase I	Design to convert residential community in Wakulla Spring area from septic to sewer to reduce nitrogen loading. Leon County	$3,000,000	Design/Engineering	0%
Leon County Septic to Sewer Retrofit – Priority Focus Area 1	Convert residential subdivision in Wakulla Spring area from septic to sewer to reduce nitrogen loading. City of Tallahassee	$2,587,000	Construction	15%
Leon County Septic to Sewer Retrofit – Lake Munson	Convert residential subdivision in Wakulla Spring area from septic to sewer to reduce nitrogen loading. Leon County	$5,500,000	Contracting / Planning	0%
Leon County Septic to Sewer Retrofit – Belair/Annawood	Convert residential subdivision in Wakulla Spring area from septic to sewer to reduce nitrogen loading. Leon County	$3,500,000	Contracting / Planning	0%

Project	Description/Cooperators	Total District Cost (or as noted)	Status	Percent Complete
Advanced Septic Systems Pilot Project	Convert two neighborhoods to advanced septic systems within Leon and Wakulla counties to reduce nitrogen loading. Leon County; Wakulla County; DEP; FDOH	$1,500,000	Contracting / Planning	0%
Wakulla County Septic to Sewer Retrofit – Magnolia Gardens	Convert residential subdivision in Wakulla Spring area from septic to sewer to reduce nitrogen loading. Wakulla County; DEP; USDA	$7,716,600	Construction	35%
Wakulla County Septic to Sewer Retrofit – Wakulla Gardens	Convert residential subdivision in Wakulla Spring area from septic to sewer to reduce nitrogen loading. Wakulla County; DEP; USDA	$11,462,880	Construction	35%
Wakulla Springs Land Acquisition	Fee simple or less-than-fee simple acquisition of 1,427 acres in the Wakulla Springs Priority Focus Areas 1 and 2	$2,400,000	In progress	0%
Horn Spring Restoration	Restoration improvements at second magnitude spring. DEP	$500,000	Contracting/ Planning	0%

(2) and (3) Trends in nitrate concentrations and spring flows

Spring flow and nitrate[1] concentration data are available for Gainer Springs, Jackson Blue Spring, St. Marks River Rise, and Wakulla Spring. Current information is summarized in Table 1.3 and Figures 1.1-1.4. The table below indicates apparent trends based on examination of changes in flows and concentrations over time. It should be noted that trends are based on visual examination of data and may not be statistically significant. Additional and updated information on major springs in northwest Florida is available at www.nwfwater.com/water-resources/springs/.

Table 1.3 Trends in Spring Flows and Nitrate/Nitrite Concentrations Indicator

Spring/Spring System	Average Flow[1] (cfs)/Trend	Nitrate Concentration (mg/L)[2]
Gainer Springs Group	158/Variable, stable	0.18/Stable
Jackson Blue Spring	106/Variable[3]	3.60/Rising
St. Marks Rise	560/Variable, stable	0.05 – 0.20/Variable[4]
Wakulla Spring	550/Increasing	0.41/Decreasing[5]

[1]Periods of Record (flow): Gainer Springs, 2002-2017; Jackson Blue Spring, 2003-2017; St. Marks Rise, 1997-2017; Wakulla Spring, 1997-2017.
[2]Periods of Record (water quality): Gainer Springs, 2002-2015; Jackson Blue Spring, 2005-2017; St. Marks Rise, 1999-2017; Wakulla Spring, 1997-2017. Value presented is the most recent five year median.
[3]Spring flow from Jackson Blue Spring is influenced by the water level maintained in Merritt's Mill Pond.
[4]Water quality under the influence of surface water drainage.
[5]Median Nitrate Concentration over the most recent five years of data.

[1]Values are measured and reported as nitrate + nitrite. Nitrite (NO_2) is converted into nitrate (NO_3) in the environment.

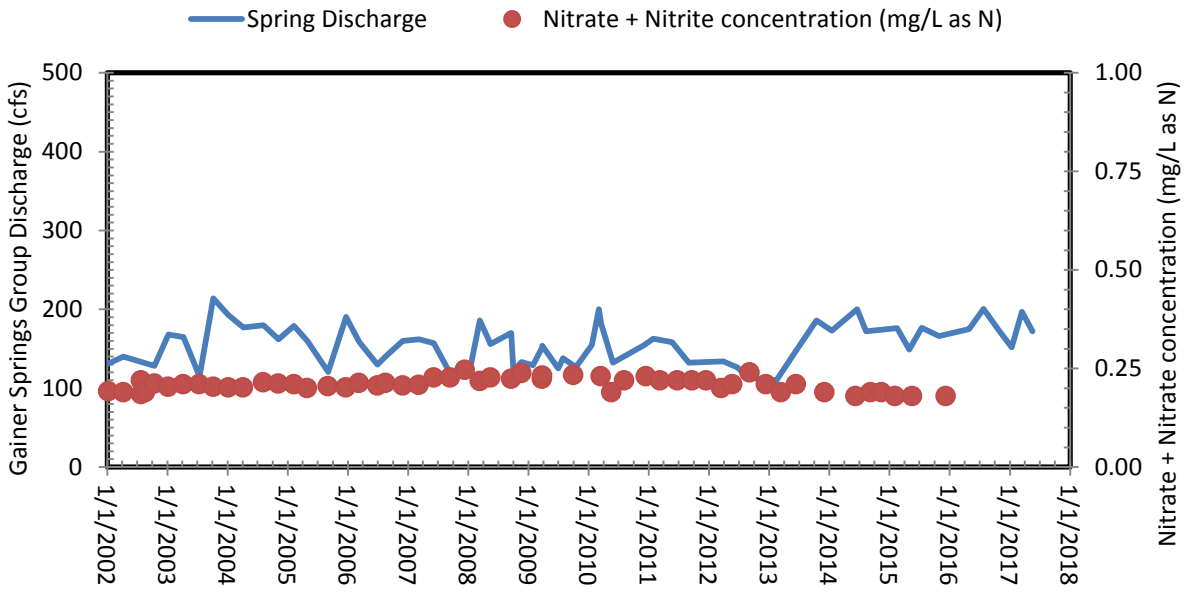

Figure 1.1 Nitrate and Nitrite Concentration and Discharge: Gainer Springs Group (2002-2017)

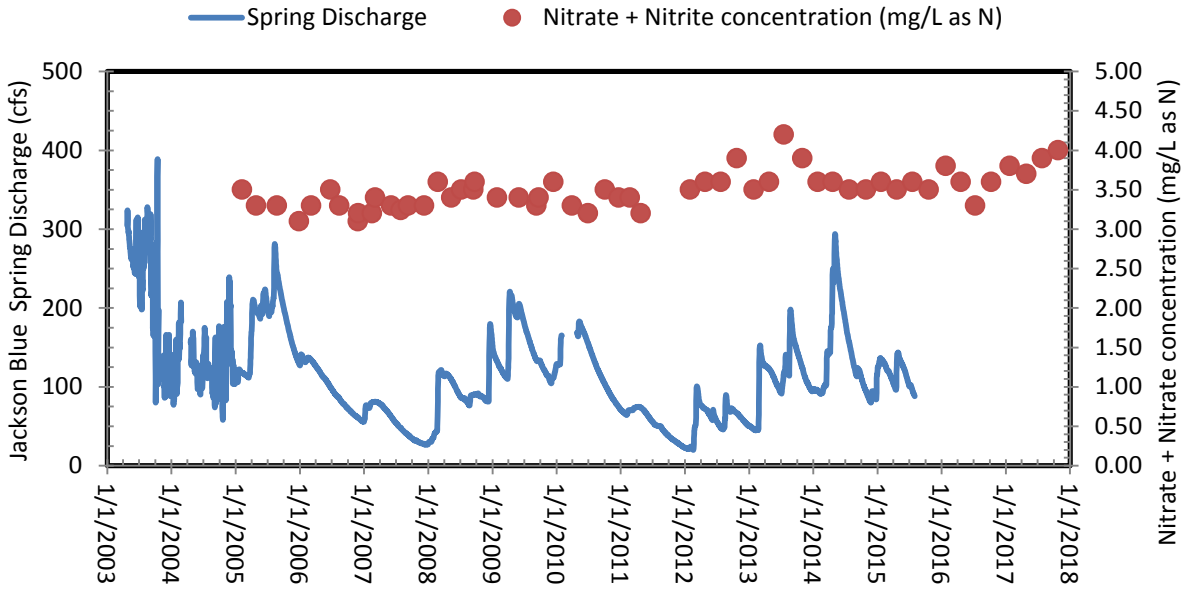

Figure 1.2 Nitrate and Nitrite Concentration and Discharge: Jackson Blue Spring (2003-2017)

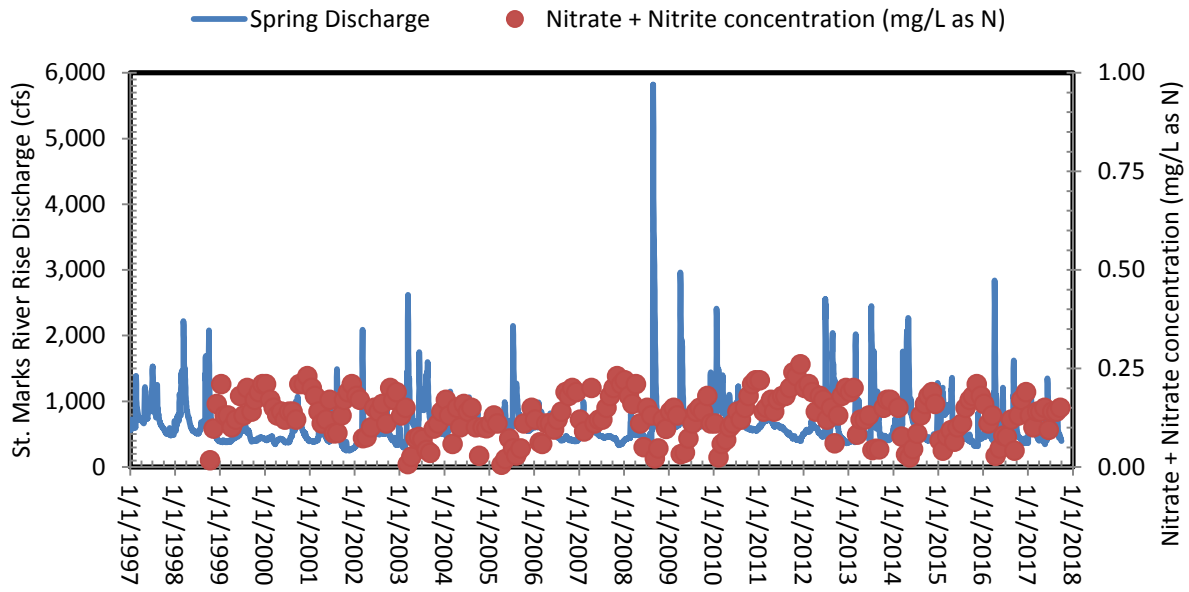

Figure 1.3 Nitrate and Nitrite Concentration and Discharge: St. Marks River Rise (1997-2017)

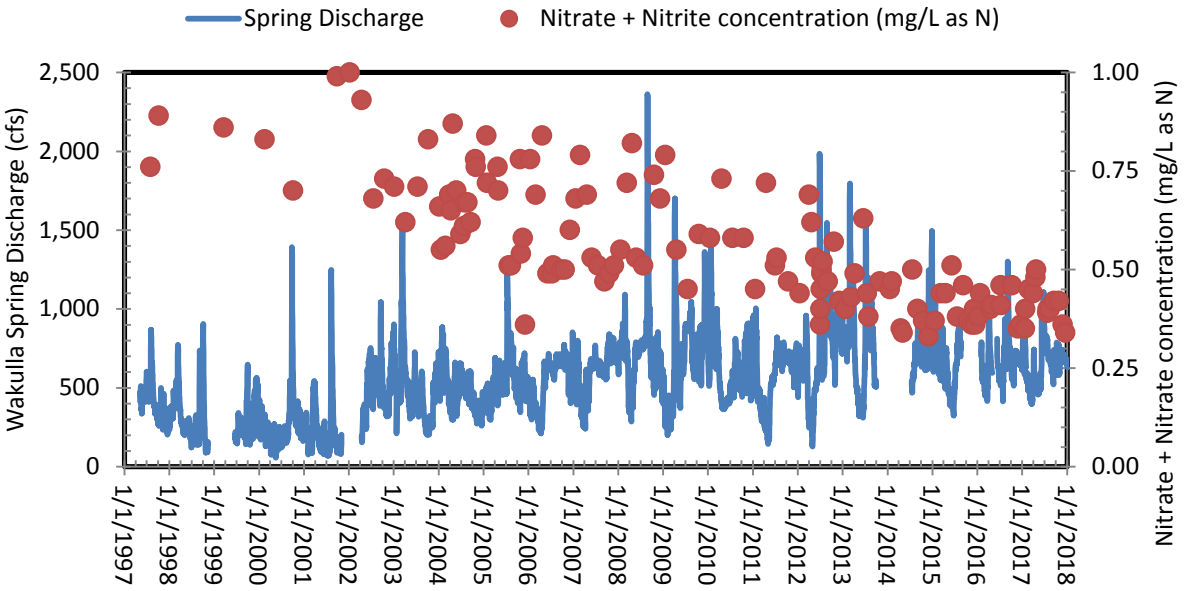

Figure 1.4 Nitrate and Nitrite Concentration and Discharge: Wakulla Spring (1997-2017)

Milestones and Deliverables

Table 1.4 shows the status of SWMP deliverables and milestones for Springs Protection and Restoration.

Table 1.4 Springs Protection and Restoration Milestones and Deliverables

Milestone	Target Date	Status
(1) Completion of Devil's Hole spring stream bank restoration	2017	Close-out
(2) Completion of Cotton Landing streambank stabilization	2017	Complete
(3) Completion of Econfina Blue Spring Camp restoration	2018	Design/engineering
(4) Implementation of funded BMPs for producers in the Jackson Blue Spring basin and Mobile Irrigation Lab evaluations	FY 2017-2018	In progress
(5) Completion of multiple septic-to-sewer retrofit projects in Jackson, Leon and Wakulla counties	FY 2017-2019	In progress

Deliverable	Status
(1) Mobile Irrigation Lab evaluation reports	Receiving quarterly reports and evaluation summaries, water savings calculations, and lists of public outreach and education events attended.
(2) Water quality data	Water quality data collected by DEP and NWFWMD and available from STORET or NWFWMD water quality database.
(3) Spring discharge data	Select water quality, level and flow data is available for direct download from the NWFWMD Hydrologic Web Portal: www.nwfwater.com/Data-Publications/Hydrologic-Data/Active-Stations-Map

1.2 Minimum Flows and Minimum Water Levels

Strategic Priority and Success Indicators

The goal of the Minimum Flows and Minimum Water Levels (MFLs) strategic priority is to develop and implement science-based MFLs that protect water resources and associated natural systems. Success indicators are:

(1) MFL technical assessment accomplishment (number and percent complete per the approved schedule)
(2) Waterbodies meeting their adopted MFLs (number and percentage)

Current Activities and Accomplishments

The District continues to move forward to develop minimum flows and minimum water levels (MFLs) in northwest Florida. The NWFWMD FY 2017-2018 MFL priority list includes four first magnitude springs (St. Marks River Rise, Wakulla Spring, Gainer Spring Group, and Jackson Blue Spring), six second magnitude springs, two coastal aquifer systems, and the Shoal River. Additional waterbodies will be scheduled in future years. The list represents an ambitious yet achievable MFL program, which is being implemented in an efficient and technically sound manner.

FY 2016-2017 Accomplishments

District staff is working concurrently on six MFL waterbodies: St. Marks River Rise, Wakulla Spring, Sally Ward Spring, Jackson Blue Spring, the coastal Floridan aquifer in Planning Region II (Okaloosa, Santa Rosa, and Walton counties), and the Shoal River.

Hydrologic and water quality data continue to be collected at approximately 60 sites to support MFL development for the Wakulla Spring, Sally Ward Spring, and the St. Marks River Rise system. A HEC-RAS surface water model was developed and calibrated to evaluate the effects of flow reductions on recreation and fish and wildlife habitat. Hydrographic data (temperature, salinity, stage) was collected and a hydrodynamic model of estuarine habitats was developed and calibrated. The development of a regional groundwater flow model for the Eastern portion of the District is continuing. The technical assessments are on-schedule, with the MFL technical assessment for the St. Marks River Rise to be completed in 2018, and the assessments for Wakulla Spring and Sally Ward Spring in 2020.

To support MFL development for Jackson Blue Spring, ecological and soil sampling were performed at floodplain transects to assess fish and wildlife habitat. Channel bathymetry and structure elevations were surveyed along Spring Creek to support the development of a HEC-RAS model. The collection of spring flow, stream stage and discharge, and aquifer levels is continuing. The technical assessment is on schedule to be completed in 2022.

For the coastal Floridan aquifer in Planning Region II (Walton, Okaloosa, and Santa Rosa counties), construction of four deep Floridan aquifer saltwater intrusion monitoring wells was completed. Discrete interval sampling was performed at nearly a dozen existing wells to better define the location of the saltwater interface. The District is continuing to update and expand a groundwater flow model for the western portion of the District. The technical assessment is on-schedule to be completed in 2020.

Staff has also developed a draft MFL Work Plan for the Shoal River and identified preliminary hydrologic data collection needs.

Activities Planned for FY 2017-2018

During FY 2017-2018, enhanced hydrologic data collection will continue for all six waterbodies for which MFLs are under development. The draft MFL Technical Assessment will be completed for the St. Marks River Rise early 2018. The draft assessment will undergo voluntary peer review prior to being finalized. Rule development will begin after the MFL Technical Assessment for the St. Marks River Rise is finalized in late 2018. Hydrologic models will continue to be refined to support MFL development for Wakulla Spring and Sally Ward Spring. Thermal data collection will be performed to better assess manatee habitat at Wakulla Spring. The regional groundwater flow model for the eastern portion of the District will be calibrated and tested. To support MFL development for Jackson Blue Spring, hydrologic monitoring will continue and a HEC-RAS model will be developed. Instream habitat modeling may be performed to assess instream biota.

To support MFL development for the coastal Floridan aquifer in Planning Region II, enhanced water quality monitoring will continue and analysis of long-term trends in coastal water quality will be performed. The expansion and refinement of a groundwater flow model for this region is also anticipated to be completed in 2019.

Evaluation of Indicators

The number of MFL technical assessments, status, and percent complete are noted in Table 1.5.

(1) MFL technical assessment accomplishment

Table 1.5 MFL Technical Assessment Status

MFL Waterbody	Target Date	MFL Status	Percent Complete
St. Marks River Rise	2018	Under development	75%
Wakulla Spring	2020	Under development	60%
Sally Ward Spring	2020	Under development	60%
Floridan Aquifer, Coastal Region II	2020	Under development	40%
Jackson Blue Spring	2022	Under development	25%
Shoal River System	2023	Under development	5%
Econfina Creek & Spring complex*	2025	Scheduled for completion 2024-2025	0%
Floridan Aquifer, Coastal Bay Co.	2027	Scheduled for completion 2026-2027	0%

** Includes Gainer Spring Group, Williford Spring Group, Sylvan Spring Group, Econfina Blue Spring Group, and Devils Hole Spring*

(2) Waterbodies meeting their adopted MFLs

This indicator will be utilized after MFL rule adoption. The first MFL rule adoption is scheduled for 2019.

Milestones and Deliverables

Deliverables and milestones for the MFL strategic priority include completed technical assessments according to the approved schedule. Target dates and status are shown in Table 1.6.

Table 1.6 MFL Milestones and Deliverables

Milestone	Target Date	Status
Completion of technical assessment for the St. Marks River Rise (2018), Wakulla Spring (2020), Sally Ward Spring (2020) and coastal Floridan (2020)	2018-2020	Within the current SWMP horizon, the technical assessment for St. Marks River Rise is scheduled for completion in 2018.

Deliverable	Status
Completed MFL technical assessments according to the approved schedule	All technical assessments currently on schedule.

The current Department-approved MFL Priority List and schedule can be found in Chapter 2 of this report and on the website: www.nwfwater.com/water-resources/minimum-flows-levels/.

1.3 Apalachicola-Chattahoochee-Flint River Basin

Strategic Priority and Success Indicators

The goal of the Apalachicola-Chattahoochee-Flint River Basin strategic priority is to protect Apalachicola River and Bay water quality and freshwater inflow. Success indicators are:

(1) Cooperative project implementation (number and percent complete)
(2) Area restored (acres)
(3) Stormwater treatment area (acres)

Current Activities and Accomplishments

The District continues to provide technical assistance to cooperators within the ACF River Basin. These efforts have included agricultural BMPs; an updated Apalachicola Bay hydrodynamic model, including a freshwater flow model for the Apalachicola River, delta, and Tate's Hell Swamp; and resource assessments.

Four stormwater retrofit projects to improve water quality in Apalachicola Bay have been completed by the City of Apalachicola and City of Carrabelle (Table 1.7). The District is working with both cities and with the Eastpoint Water and Sewer District to develop additional water quality improvement projects, including connection of existing residential units from onsite to central sewer wastewater treatment and stormwater retrofit.

Evaluation of Indicators

(1) Cooperative project implementation

Table 1.7 Status of ACF Cooperative Stormwater Retrofit Projects

Project	Description	Status	Restoration Area (Acres)	Treatment Area (Acres)
Marine Street Basin Retrofit	Stormwater retrofit project in cooperation with the City of Carrabelle	Complete in FY 2015-2016	N/A	11
Prado Outfall Basin Retrofit	Stormwater retrofit project in cooperation with the City of Apalachicola	Complete in FY 2016-2017	N/A	46
US 98 & 16th Street Basin Retrofit	Stormwater retrofit project in cooperation with the City of Apalachicola	Complete in FY 2016-2017	N/A	76
Avenue I Basin Retrofit	Stormwater retrofit project in cooperation with the City of Apalachicola	Complete in FY 2016-2017	N/A	54

(3) Stormwater treatment area

With the Battery Park Stormwater Retrofit project completed in FY 2014-2015 and the cooperative stormwater retrofit projects noted in Table 1.7, the City of Apalachicola has collectively added about 240 acres of new stormwater treatment area.

Milestones and Deliverables

Table 1.8 ACF River Basin Milestones and Deliverables

Milestone	Target Date	Status
(1) Completion of cooperative stormwater retrofit projects: Marine Street Basin Retrofit (Carrabelle)	2015-2016	Complete
(2) Completion of additional cooperative stormwater retrofit projects with City of Apalachicola: US 98 and 16th Street basin, Prado Outfall basin, and Avenue I basin	2015-2017	Complete
(3) Support to state ACF Basin issues	2015-2020	Ongoing

Deliverables	Status
(1) Grant project completion reports	Complete

1.4 Water Supply

Strategic Priority and Success Indicators

The goal of the Water Supply strategic priority is to ensure sufficient water is available for all existing and future reasonable-beneficial uses and natural systems. Success indicators are:

(1) RWSP public supply water demands met (volume [MGD] and percentage)
(2) Public supply uniform gross per capita water use (GPCD and trend)
(3) Public supply uniform residential per capita water use (GPCD and trend)
(4) Alternative water supply made available (volume [MGD] and trend)
(5) Project accomplishment (percent complete)

Current Activities and Accomplishments

A Districtwide Water Supply Assessment (WSA) update projecting water demands and evaluating source sufficiency through 2040 was partially completed by the end of FY 2016-2017. The draft update will be available by June 2018 with the final assessment completed by September 2018. An update of the Region II Regional Water Supply Plan (RWSP) is planned to follow completion of the WSA update.

The District compiles average annual water use for all use categories on an annual basis, including public supply uniform gross and residential per capita water use. The District also compiles data annually on wastewater systems that provide reclaimed water as a potential alternative water supply source.

The District's Water Supply Development (WSD) Grant Program has been ongoing since FY 2013-2014. Through FY 2016-2017, the District has awarded more than $21.6 million in competitive water supply development grants to local governments and utilities to meet local water supply needs and to help accomplish regional water resource priorities. Funding is distributed across the District, with emphasis on supporting financially disadvantaged communities. FY 2016-2017 marks the final year of the grant program, though project implementation will continue through 2019.

Evaluation of Indicators

(1) RWSP water demands met (volume and percentage)

The District has two active RWSPs: Region II (Santa Rosa, Okaloosa and Walton counties), and Region III (Bay County). Both RWSPs include estimates and projections for all water use categories[2]. The public supply water use category is projected to change most significantly in both regions during the planning horizon.

This indicator refers to the quantity and percentage of projected public supply water demands within the two RWSP areas that are estimated to be available with existing sources. The 2013 WSA showed a districtwide net increase in public supply water demand from 2015-2035 of 26.3 million gallons per day (mgd). Regions II and III, combined at 17.8 mgd, are expected to account for approximately 68 percent or about two-thirds of this increase in demand. Given existing permitted allocations, 90 percent of

[2] Estimates and projections from the 2013 WSA Update were used to complete this indicator.

public supply demands are met in the two RWSP regions. Unmet demands will need to be addressed through water conservation, alternative water supply sources, or increased permitted allocations.

Table 1.9 RWSP Public Supply Water Demands Met

Indicator	2015-2035 Net demand change (mgd)	Future demand met within existing allocation (mgd)	Percent of net demand change met
RWSP water demands met	17.8	16.0	90%

(2) Public supply uniform gross and (3) residential per capita water use (gallons and trend)

Two per capita water use indicators are utilized for water supply planning: gross per capita water use and residential per capita water use. District gross and residential per capita water use values are shown in Table 1.10. The trend in both gross and residential per capita water use has been generally downward, as illustrated in Figure 1.5.

Table 1.10 Public Supply Gross and Residential Per Capita Water Use

Year	Annual public supply uniform gross per capita water use[1]	Public supply uniform residential per capita water use[1]
2010	146	-
2011	140	-
2012	136	80
2013	128	73
2014	126	76
2015	124	75
2016	122	74

[1]Gallons per person per day (gpcd).

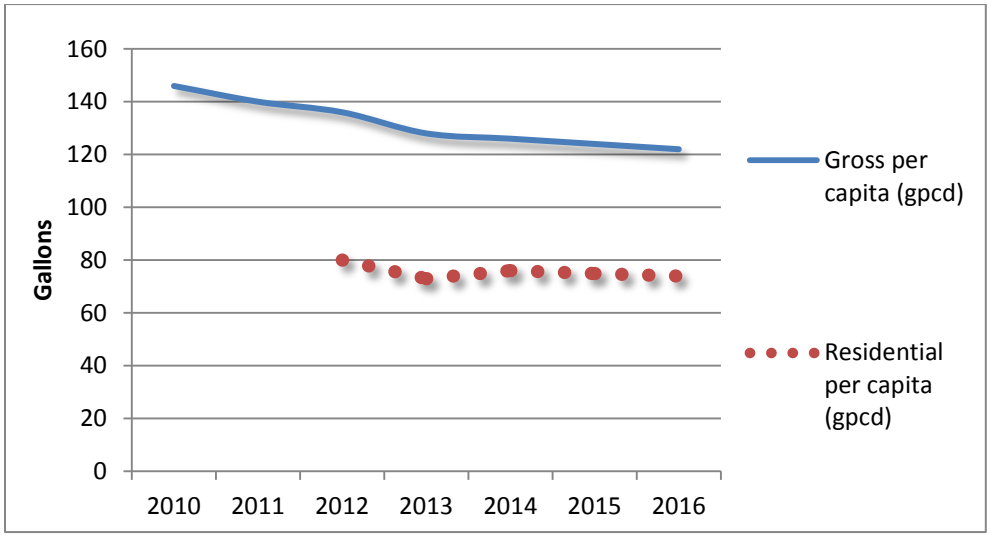

Figure 1.5 Public Supply Gross and Residential Per Capita Water Use Trends

(4) Alternative water supply made available (volume [MGD] and trend)

Alternative sources of water and conservation potential are evaluated as part of water resource and water supply assessments to meet regional demands. Alternative water may include reclaimed water, brackish water, surface water or stormwater, or groundwater recharge. Water conservation is not alternative water per se, but more efficient use of existing water supplies and can offset or delay the need to develop alternative water supply resources.

Alternative water supply has been made available through cooperative projects with funding sources such as the Water Protection and Sustainability Trust Fund, the District's Water Supply Development (WSD) grant program, local match funds, and other sponsor partner funding. Through these initiatives, inland wellfields have been expanded, alternative water intake infrastructure developed, new reuse of reclaimed water projects implemented, and surface water sources improved to potable-quality standards. Reuse flow made available to date in Region II is 2.3 mgd. Two new reuse projects in Bay County began in 2017.

As Figure 1.6 below shows, the quantities of reuse water providing potable quality offset has increased since 2010 and there remain additional alternative water supply opportunities with wastewater reuse water.

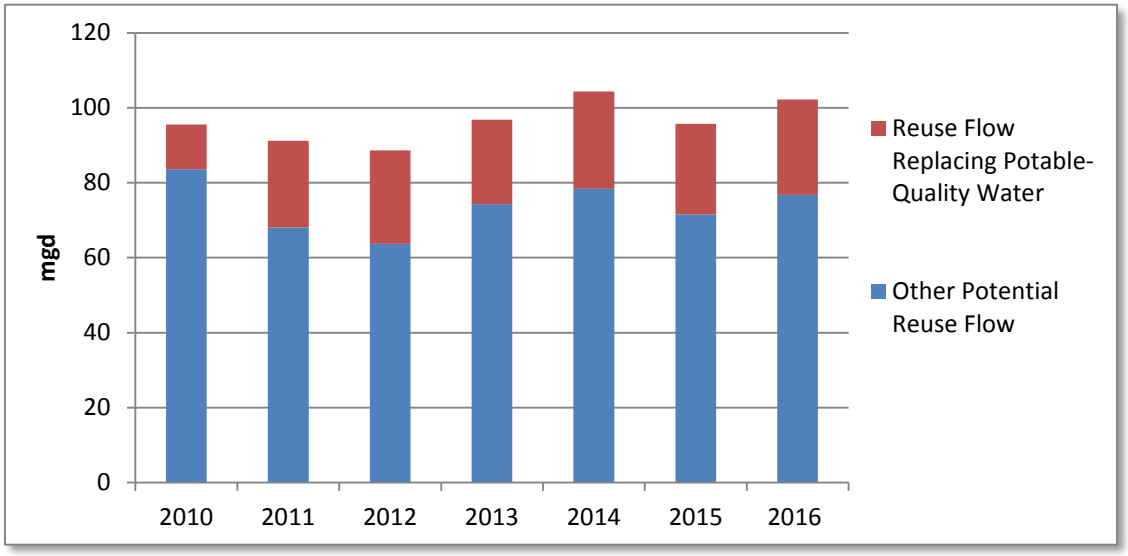

Figure 1.6 Wastewater Reuse Flows in NWFWMD (2010-2016)

(5) Project accomplishment (percent completion on schedule)

Through September 30, 2017, the District has assisted with 70 water supply development projects and awarded $21.6 million in financial assistance. Local matching funds have leveraged more than $9 million, for a total planned investment of more than $30 million. Forty-five (45) or about two-thirds of these projects are now complete. A map and more information on individual projects are available at: www.nwfwater.com/Water-Resources/Funding-Programs/Water-Supply-Grants.

Table 1.11 Summary of Water Supply Development Grants

Project Fiscal Year	No. Projects	Award $*	Local Match $	No. Complete	% Complete
FY 2013-2014	23	$10,656,991	$3,568,922	18	78%
FY 2014-2015	25	$7,368,071	$3,366,655	21	84%
FY 2015-2016	10	$1,975,534	$1,601,896	5	50%
FY 2016-2017	12	$1,014,336	$854,966	1	8%
TOTALS	**70**	**$21,015,003**	**$9,392,439**	**45**	**64%**

**Note total award by fiscal year less than overall awarded amount due to changes to individual projects or completion of projects under budget.*

Milestones and Deliverables

Table 1.12 Water Supply Milestones and Deliverables

Milestone	Target Date	Status
(1) Completion of local government water supply development grant projects	2016-2019	64% of all projects complete
(2) Completion of Western District Groundwater Model	2018	Delayed; Western model to coincide for MFL development; Eastern District Model to be completed in FY 2017-2018
(3) Districtwide Water Supply Assessment (WSA) Update	2018	In Progress and on schedule to be completed by September 2018
(4) Region II RWSP Update	2018-2019	To begin upon completion of WSA Update
(5) Completion of Central District Groundwater Model	2019	Delayed; project may be combined with other models

Deliverable	Status
(1) Water use data	Completed annually in September
(4) Grant project completion reports	Completion reports for all 45 completed projects

1.5 Watershed Protection and Restoration

Strategic Priority and Success Indicators

The goal of the Watershed Protection and Restoration strategic priority is to protect and restore watershed resources and functions. Success indicators are:

(1) Balance of released mitigation credits, reflective of net functional lift achieved under the District's Umbrella Mitigation Plan (credits)
(2) Cooperative project implementation (number and percent complete)
(3) Area restored (acres)
(4) Stormwater treatment area (acres)

Current Activities and Accomplishments

The District continues to focus on implementation of cooperative stormwater retrofit, water quality, water conservation, and habitat restoration projects. Specific efforts include the following:

- Financial support of a Mobile Irrigation Laboratory (MIL) in cooperation with DACS and the Natural Resources Conservation Service (NRCS);
- Cooperative funding with producers for agricultural BMPs within the Jackson Blue Spring groundwater contribution area;
- Cooperative funding to Jackson County for septic-to-sewer retrofit projects in the Indian Springs subdivision on Merritt's Mill Pond and Jackson Blue Spring;
- Cooperative funding to the City of Carrabelle for a septic-to-sewer retrofit project in the Lighthouse Estates subdivision adjacent to Apalachicola Bay.
- Financial support for research and outreach on University of Florida's Institute of Food and Agricultural Services (IFAS) Sod-Based Crop Rotation Program;
- Completion of cooperative stormwater retrofit projects to improve water quality in St. Andrew Bay and Apalachicola Bay watershed in FY 2016-2017; and
- Continuing assistance to local governments to complete stormwater retrofit projects that improve water quality and flood protection in the Apalachicola Bay watershed.

District staff continues to participate in multi-agency project planning and development for Gulf of Mexico protection and restoration. These include activities associated with the federal Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act (RESTORE Act), Gulf Environmental Benefit Fund (GEBF), and Natural Resource Damage Assessment (NRDA). During the past year, the District has completed updates to Surface Water Improvement and Management (SWIM) plans districtwide, with funding from the National Fish and Wildlife Foundation's GEBF. Additionally, the District has continued to fund restoration and associated outreach activities conducted by the Choctawhatchee Basin Alliance.

In its ongoing reforestation and groundcover habitat restoration program, the District completed hand planting of 663 acres of longleaf pine habitat in January 2018. Approximately 478,438 longleaf pine tubelings were planted within the Econfina Creek Water Management Area (WMA). In addition, the District completed hand planting of 145,200 wire grass, 30,000 sand hill herbaceous species and 4,360 acres of longleaf pine habitat at the Sand Hill Lakes Mitigation Bank. The District planted 2,396 mixed forested wetland trees at a rate of 536 trees per acre within 4.47 acres of freshwater forested wetlands

connected to the floodplain of the Escambia River at the Mystic Springs Restoration Area. These habitat restoration activities enhance groundwater recharge, improve wetland functions, and offset wetland losses caused by transportation projects.

Evaluation of Indicators

(1) Balance of released mitigation credits, reflective of net functional lift achieved under the District's Umbrella Mitigation Plan (credits)

Wetland mitigation "credit" is a measure of the environmental functional improvement (lift) generated from successful implementation of wetland mitigation projects. Credits are produced by restoration, enhancement, preservation or creation activities and are normally calculated by the Uniform Mitigation Assessment Method (UMAM), as defined in section 373.4137(18), F.S., although other assessment methods, including the Wetland Rapid Assessment Procedure, have also been used. Since the establishment of the District's wetland mitigation program in 1997 to comply with section 373.4137, F.S., and through the end of FY 2016-2017, 758.05 credits have been developed and released by permitting authorities. A total of 535.54 credits have been used ("debited") to offset wetland impacts associated with transportation or other projects, leaving an Umbrella Mitigation Plan balance of 222.51 credits at the end of the fiscal year. Additional information may be found at: www.nwfwetlands.com.

(2) Cooperative project implementation (number and percent complete)
(3) Contributing area for newly installed stormwater treatment (acres)

The status of cooperative watershed project implementation and restoration or stormwater treatment contributing area, if applicable, is found below in Table 1.13. The table lists projects by major watershed identified by the District's Surface Water Improvement and Management (SWIM) program, illustrated in Figure 1.7 below. Many of the projects are also shared with the springs restoration and protection strategic priority, as shown previously in Table 1.2.

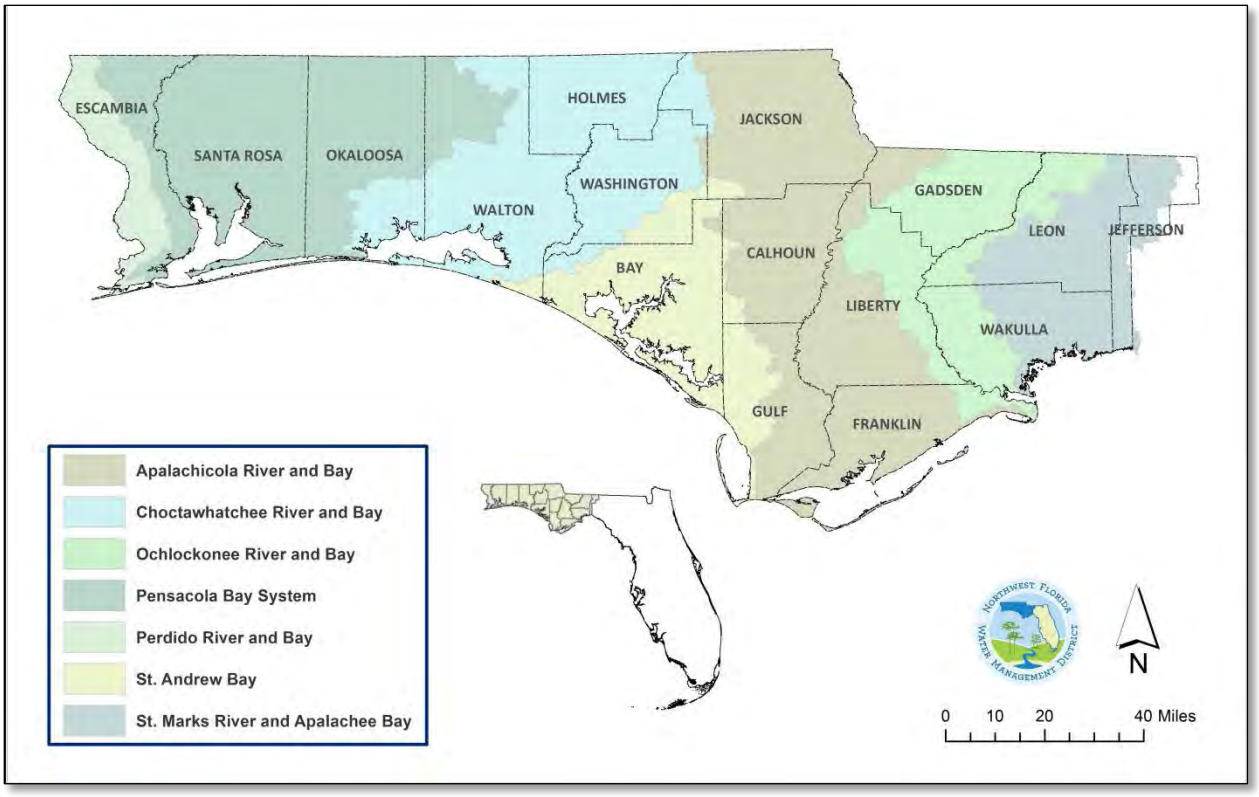

Figure 1.7 Watersheds of the Northwest Florida Water Management District

Table 1.13 Watershed Protection and Restoration Cooperative Projects

Project	Description/Cooperators	Total District Cost (or as noted)	Restoration or Treatment Area (Acres)	Status	Percent Complete
Choctawhatchee River and Bay Watershed					
Choctawhatchee Basin restoration Program	Shoreline restoration and education and outreach around Choctawhatchee Bay. Choctawhatchee Basin Alliance.	$50,000	2.11	All funds expended and project complete for FY 2016-2017	100%
St. Andrew Bay Watershed					
Panama City Beach North Glades Trail Stormwater Improvements	Stormwater conveyance retrofit project to reduce flooding and add stormwater BMPs. City of Panama City Beach	$50,000	14.5	Planning	0%
Apalachicola River and Bay Watershed					
Apalachicola Water Quality Improvements	Stormwater retrofit project with the City of Apalachicola for three stormwater basins: Prado Outfall, US 98 & 16th Street and Avenue I	$1,481,763	184	Complete	100%
Carrabelle Lighthouse Estates Septic to Sewer	Septic-to-sewer conversion project to reduce nitrogen runoff into St. George Sound	$851,000	NA	Design/ Engineering	5%
Sod-based Crop Rotation Pilot Project	Pilot project within the Jackson Blue Spring basin to complete a four-year rotation cycle to reduce water use and nutrient application rates while increasing crop yields. UF IFAS	$480,032 ($806,032 total)	NA	In progress	5%
Sod-based Crop Rotation Assistance	Technical assistance to producers, primarily within the Jackson Blue Spring contribution area, to reduce water use and nutrient application rates. UF IFAS	$64,000 (annual cost)	NA	All funds expended and project complete for FY 2016-2017	100%
Districtwide					
NFWF SWIM	Development and update to seven SWIM plans	$695,000	NA	Complete November 2017	100%

Milestones and Deliverables

Table 1.14 Watershed Protection and Restoration Milestones and Deliverables

Milestone	Target Date	Status
(1) Completion of four cooperative stormwater retrofit projects in the Apalachicola River and Bay Watershed: Marine Street, US 98 and 16th Street basin, Prado Outfall basin, and Avenue I basin	2017	Complete
(2) Completion of updated SWIM plans	2017	Complete

Deliverable	Status
(1) Annual Regional Wetland Mitigation Plan and Mitigation Monitoring Reports	Annual monitoring for the regional wetland mitigation plan and FDOT mitigation projects was completed in the fall of 2016 with all projects meeting or exceeding success criteria. Monitoring reports were completed in accordance with permit requirements and posted to www.nwfwmdwetlands.com/index.php for public review.
(2) SWIM Program Summary Report within the Consolidated Annual Report	Report included as Chapter 7 of the March 1, 2017 Consolidated Annual Report.
(3) Draft and updated SWIM plans	Updates complete. Final plans available at: www.nwfwater.com/Water-Resources/SWIM.

1.6 Flood Protection and Floodplain Management

Strategic Priority and Success Indicators

The goal of the Flood Protection and Floodplain Management strategic priority is to maintain natural floodplain functions and minimize harm from flooding. Success indicators are:

(1) Area of floodplain protected through fee or less-than-fee acquisition (acres)
(2) Percent of District with updated DFIRMs meeting FEMA standards and criteria

Current Activities and Accomplishments

Long-term activities to maintain natural floodplain functions include land acquisition within most of the major riverine floodplains of northwest Florida and ongoing land management, as well as wetland mitigation for Florida Department of Transportation (DOT). Additionally, the District's environmental resource permitting (ERP) regulatory program seeks to protect floodplain functions and manage surface waters to avoid flood damage to property. No land or conservation easements were purchased in FY 2016-2017.

The District continues to work in cooperation with the Federal Emergency Management Agency (FEMA) on the Risk Mapping, Assessment, and Planning (Risk MAP) program. This effort includes collaboration with state and local agencies to deliver detailed data to foster informed risk management decisions and actions that mitigate flood risk through a consistent approach to assessing potential vulnerability and losses.

The District continues to provide detailed Light Detection and Ranging (LiDAR)-based elevation and surface feature data for properties across northwest Florida. The data provided is more detailed than most previous topographic maps. This provides an important tool for many of the District's water resource management and flood protection functions. Residents and technical experts can also use the data to plan for activities including landscaping, resource protection, flood risk evaluation, and construction. Additionally, the District makes detailed floodplain information available to the public through http://portal.nwfwmdfloodmaps.com.

Evaluation of Indicators

(1) Area of floodplain protected through fee or less-than-fee acquisition (acres)

Areas of floodplain protected through fee or less-than-fee acquisition is currently at 177,808 acres; representing 78% of total District managed area.

(2) Percent of District with updated DFIRMs meeting FEMA standards and criteria

One hundred percent of the District had updated digital flood insurance rate maps (DFIRMs) meeting FEMA standards and criteria in 2014. Preliminary DFIRMs were issued for Escambia County in January 2017. Preliminary DFIRMs are scheduled to be issued for Bay County by March 2018. Final effective DFIRMs for these six coastal counties are scheduled to be issued in FY 2018-2019. DFIRM completion incorporating coastal remapping studies for Escambia, Santa Rosa, Okaloosa, Walton, Bay, and Gulf counties are scheduled for FY 2018-2019.

Milestones and Deliverables

Table 1.15 Flood Protection and Floodplain Management Milestones and Deliverables

Milestone	Target Date	Status
(1) Completion of coastal remapping studies for Escambia, Santa Rosa, Okaloosa, Walton, Bay, and Gulf counties	2016	Complete
(2) Completion of DFIRM updates for Escambia, Santa Rosa, Okaloosa, Walton, Bay, and Gulf counties	2018-2019	On schedule

Deliverable	Status
(1) Risk MAP regulatory and non-regulatory products according to discovery report for each study area	On schedule
(2) Coastal DFIRMs for Escambia, Santa Rosa, Okaloosa, Walton, Bay, and Gulf counties	2018-2019

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Consolidated Annual Report
Chapter 2

Minimum Flows and Minimum Water Levels
Annual Priority List and Schedule

Minimum Flows and Minimum Water Levels
Annual Priority List and Schedule

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Chapter 2. MFLs Annual Priority List and Schedule

Introduction

Section 373.042, F.S., requires each water management district to develop minimum flows and minimum water levels (MFLs) for specific surface and ground waters within its jurisdiction. The MFL for a given waterbody is the limit at which further withdrawals would significantly harm the water resources or ecology of the area. MFLs are established using best available data and consideration is given to natural seasonal fluctuations, non-consumptive uses, and environmental values associated with coastal, estuarine, riverine, spring, aquatic, and wetlands ecology as per Chapter 62-40.473, F.A.C.

The multi-year process of MFL establishment involves identification of priority waterbodies, data collection, technical assessments, peer review, public involvement, rule-making, and rule adoption. Adopted MFLs are considered when reviewing consumptive use permit applications. A recovery or prevention strategy must be developed for any waterbody where consumptive uses currently or anticipated within the next 20 years will result in flows or levels below an adopted MFL.

MFL Priority List and Schedule

The NWFWMD FY 2017-2018 MFL priority list and schedule includes: four first magnitude springs (St. Marks River Rise, Wakulla Spring, Gainer Spring Group, and Jackson Blue Spring); five second magnitude springs (Sally Ward Spring, Williford Spring Group, Sylvan Spring Group, Econfina Blue Spring Group, and Devils Hole Spring); two coastal aquifer systems; Deer Point Lake reservoir; and the Shoal River system (Table 2.1).

Additional waterbodies are anticipated to be scheduled in future years (Table 2.2). The priority list represents an ambitious yet achievable MFL program, which is being implemented in an efficient and technically sound manner.

The MFL priority waterbody schedules are subject to the availability of funds, data collection and analysis needs, climatic conditions, peer review, and rule challenges. The list and schedule are re-evaluated annually and adjustments made as appropriate.

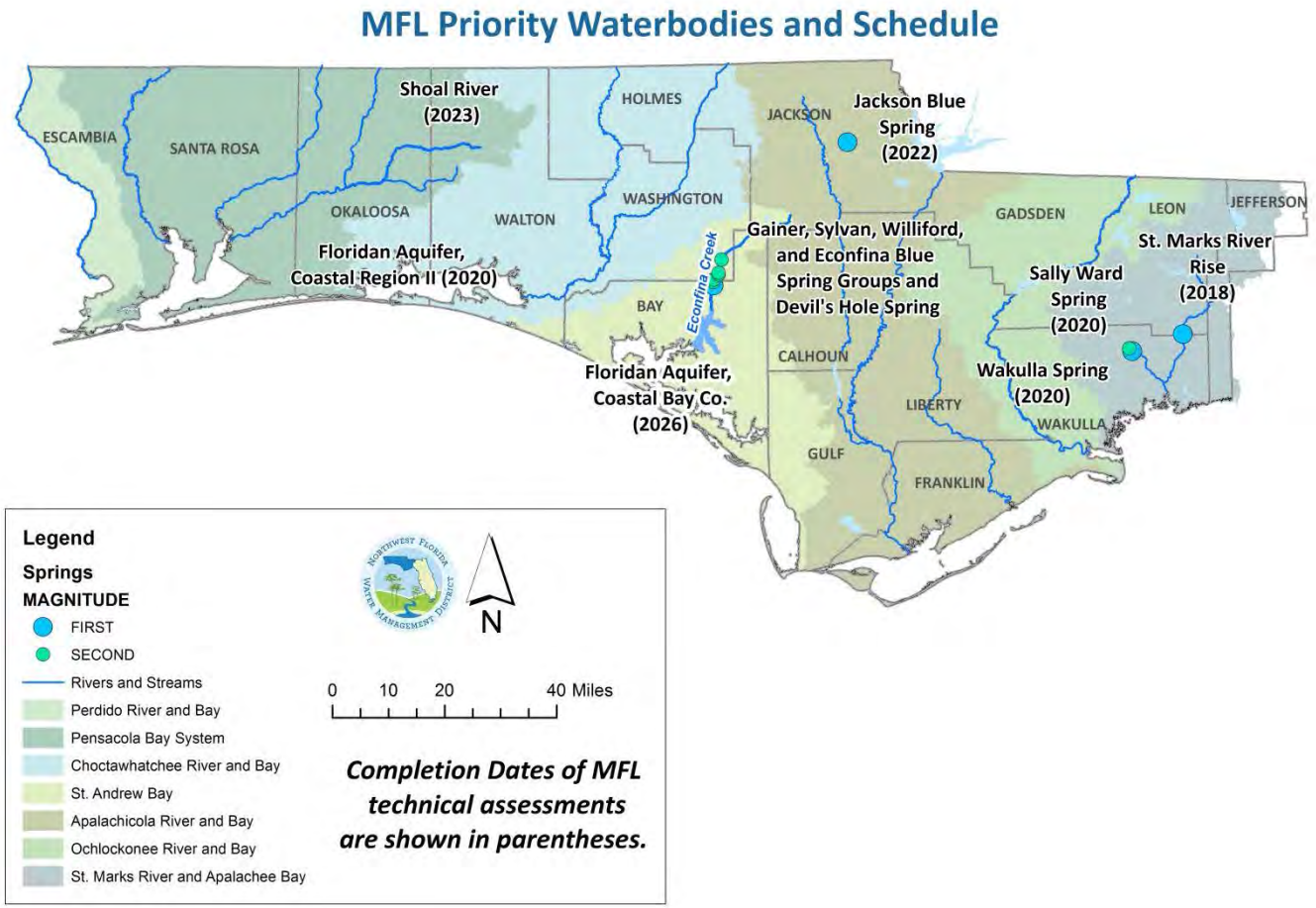

Figure 2.1 NWFWMD MFL Priority Waterbodies

Table 2.1 Northwest Florida Water Management District 2017 Priority List and Schedule

Northwest Florida Water Management District Minimum Flows and Levels to be adopted in 2019

New or Re-Evaluation	Waterbody Name *	Waterbody Type**	County(s)	Voluntary Peer Review to be Completed?	Cross-Boundary Impacts from Adjacent WMD?	Latitude***	Longitude
New	St. Marks River Rise	Spring-1	Leon	Yes	No	30.285222	-84.151194

Northwest Florida Water Management District Minimum Flows and Levels to be adopted in 2021

New or Re-Evaluation	Waterbody Name	Waterbody Type**	County(s)	Voluntary Peer Review to be Completed?	Cross-Boundary Impacts from Adjacent WMD?	Latitude	Longitude
New	Wakulla Spring	Spring-1	Wakulla	Yes	No	30.234789	-84.301463
New	Sally Ward Spring	Spring-2	Wakulla	Yes	No	30.237219	-84.303583
New	Coastal Floridan aquifer	Aquifer	Walton, Okaloosa and Santa Rosa	Yes	No	Wells not yet determined	Wells not yet determined

Northwest Florida Water Management District Minimum Flows and Levels to be adopted in 2023

New or Re-Evaluation	Waterbody Name	Waterbody Type**	County(s)	Voluntary Peer Review to be Completed?	Cross-Boundary Impacts from Adjacent WMD?	Latitude	Longitude
New	Jackson Blue Spring	Spring-1	Jackson	Yes	No	30.79014	-85.140025

Northwest Florida Water Management District Minimum Flows and Levels to be adopted in 2024

New or Re-Evaluation	Waterbody Name	Waterbody Type**	County(s)	Voluntary Peer Review to be Completed?	Cross-Boundary Impacts from Adjacent WMD?	Latitude	Longitude
New	Shoal River System	River	Okaloosa, Walton	Yes	No	Gage Site to be determined	Gage Site to be determined

Northwest Florida Water Management District Minimum Flows and Levels to be adopted in 2025

New or Re-Evaluation	Waterbody Name	Waterbody Type**	County(s)	Voluntary Peer Review to be Completed?	Cross-Boundary Impacts from Adjacent WMD?	Latitude	Longitude
New	Gainer Spring Group	Spring-1	Bay	Yes	No	30.428594	-85.54802
New	Williford Spring Group	Spring-2	Washington	Yes	No	30.4385622	-85.5479933
New	Sylvan Spring Group	Spring-2	Bay	Yes	No	30.4326	-85.5479
New	Econfina Blue Spring Group	Spring-2	Washington	Yes	No	30.4515494	-85.532075
New	Devils Hole Spring	Spring-2	Washington	Yes	No	30.4905278	-85.5220556

Northwest Florida Water Management District Minimum Flows and Levels to be adopted in 2027

New or Re-Evaluation	Waterbody Name	Waterbody Type**	County(s)	Voluntary Peer Review to be Completed?	Cross-Boundary Impacts from Adjacent WMD?	Latitude	Longitude
New	Coastal Floridan aquifer	Aquifer	Bay	Yes	No	Wells not yet determined	Wells not yet determined

Northwest Florida Water Management District Reservations Priority List

Waterbody Name	Waterbody Type	County(s)	Proposed Year
N/A			

*A spring with one vent should be labeled as "Example Spring." A spring with multiple associated vents should be labeled as "Example Springs." Multiple springs grouped together in a system should be labeled as "Example Spring Group." (Please refer to Florida Spring Classification System and Spring Glossary, Special Publication No. 52, for more details.)

**River, Lake, Spring- Magnitude, Wetland, Aquifer.

***For rivers, use the coordinates for the most upstream gage used to measure flow. For lakes, use the lake's center point. For springs, use the coordinates for the gage used to measure flow unless the gage is not located on the spring/spring run, in which case, use the spring's center point. For aquifers, wetlands, and estuaries, use the coordinates for the wells or gauge used to measure the water source's level. Please use Decimal Degrees (DD) formatting.

Table 2.2 Waterbodies for Future Years

New or Re-Evaluation	Waterbody Name	Waterbody Type**	County(s)
New	Horn Spring	Spring - 2	Leon
New	Morrison Spring	Spring - 2	Walton
New	Holmes Blue Spring	Spring - 2	Holmes
New	Ponce De Leon Spring	Spring - 2	Holmes
New	Baltzell Spring Group	Spring - 2	Jackson
New	Blue Hole Spring	Spring - 2	Jackson
New	Mullet Spring	Spring - 2	Washington
New	Telogia Creek	River	Gadsden

**River, Lake, Spring- Magnitude, Wetland, Aquifer.

Reservations

Regulatory reservations have been established for the Apalachicola and Chipola rivers (Table 2.3).

Table 2.3 Waterbodies Subject to Regulatory Reservations

Waterbody	Counties	Reservations
Apalachicola River	Jackson, Calhoun, Gulf, Gadsden, Liberty, Franklin	The magnitude, duration, and frequency of observed flows are reserved, essentially in total, all seasons for the protection of fish and wildlife of the Chipola River, Apalachicola River, associated floodplains and Apalachicola Bay (40A-2.223, F.A.C.).
Chipola River	Jackson, Calhoun, Gulf	

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Consolidated Annual Report
Chapter 3

Annual Five-Year
Capital Improvements Plan

Annual Five-Year Capital Improvements Plan

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Chapter 3. Annual Five-Year Capital Improvements Plan

Introduction

The five-year capital improvements plan (CIP) includes projected revenues and expenditures for capital improvements from fiscal years 2017-2018 through 2021-2022. As directed by section 373.536(6)(a)(3), F.S., the CIP has been prepared in a manner comparable to the fixed capital outlay format set forth in section 216.043, F.S. The format for this plan is drawn from the standard budget reporting format prescribed by the Executive Office of the Governor. Capital improvement projects may be budgeted in either of two standard program categories. Those programs and their activities and sub-activities are represented below:

2.0 Acquisition, Restoration and Public Works
- 2.1 Land Acquisition
- 2.2 Water Source Development
  - 2.2.1 Water Resource Development Projects
  - 2.2.2 Water Supply Development Assistance
  - 2.2.3 Other Water Source Development Activities
- 2.3 Surface Water Projects
- 2.4 Other Cooperative Projects
- 2.5 Facilities Construction & Major Renovations
- 2.6 Other Acquisition and Restoration Activities

3.0 Operation and Maintenance of Lands and Works
- 3.1 Land Management
- 3.2 Works
- 3.3 Facilities
- 3.4 Invasive Plant Control
- 3.5 Other Operation and Maintenance Activities

Activities and sub-activities under program 2.0 Acquisition, Restoration and Public Works that may include capital improvement projects are: 2.1 Land Acquisition, 2.2.1 Water Resource Development Projects, 2.2.2 Water Supply Development Assistance, 2.3 Surface Water Projects, 2.5 Facilities Construction and Major Renovations and 2.6 Other Acquisition and Restoration Activities. The NWFWMD has applicable CIP projects in categories 2.1, 2.3, 2.5 and 2.6.

Activities under program 3.0 Operation and Maintenance of Lands and Works that may include capital improvement projects are: 3.1 and 3.2. The NWFWMD does not have any applicable capital improvement projects in these activities.

The CIP includes expenditures for basic construction costs (permits, inspections, site development, etc.) and other project costs (land, survey, existing facility acquisition, professional services, etc.).

A district's CIP contains only those projects that will be owned and capitalized as fixed assets by the district. The District does not capitalize construction projects having a total project cost of less than $50,000. Therefore, land management activities and small capital projects less than $50,000 may be included in the District's budget, but not reported in the CIP.

Five-Year Capital Improvements Plan

The purpose of the Five-Year Capital Improvements Plan (CIP) is to project future needs and anticipate future funding requirements to meet those needs. The development and construction of all capital projects are budgeted either under program heading *2.0 Acquisition, Restoration and Public Works* or under program heading *3.0 Operation and Maintenance of Lands and Work*s.

The District's capital improvements projects are categorized according to the following activities:

- Land Acquisition;
- Surface Water Projects;
- Facilities Construction and Major Renovations; and
- Land Management.

District plans that also provide information on long-range capital improvements include: the Florida Forever Work Plan, Five-Year Water Resource Development Work Program, and Northwest Florida Umbrella, Watershed-based, Regional Mitigation Plan.

Table 3.1 NWFWMD Five-Year Capital Improvements Plan, Fiscal Years 2018-2022

2.0 ACQUISITION, RESTORATION, AND PUBLIC WORKS					
2.1 Land Acquisition					
Revenues ($)	**Fiscal Year**				
	2017-2018	**2018-2019**	**2019-2020**	**2020-2021**	**2021-2022**
DEP General Revenue	237,025				
Florida Forever – Land Acquisition	0	0	0	0	0
District Land Acquisition Fund	0	0	0	0	0
Land Management Fund	0	0	0	0	0
Land Acquisition Trust Fund (Springs)	10,949,543	3,400,000	3,500,000	3,500,000	3,500,000
Land Acquisition Trust Fund	77,628	73,451			
TOTAL	**11,264,196**	**3,473,451**			
Expenditures ($)	**Fiscal Year**				
	2017-2018	**2018-2019**	**2019-2020**	**2020-202**	**2021-2022**
Acquisition of Land	10,789,443	3,200,000	2,375,000	2,375,000	2,375,000
Pre-acquisition Costs	474,753	273,451	175,000	175,000	175,000
TOTAL	**11,264,196**	**3,473,451**			

2.2 Water Source Development

Revenues ($)	Fiscal Year 2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
	0	0	0	0	0
TOTAL	**0**	**0**	**0**	**0**	**0**

Expenditures ($)	Fiscal Year 2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
	0	0	0	0	0
TOTAL	**0**	**0**	**0**	**0**	**0**

2.3 Surface Water Projects

Revenues ($)	Fiscal Year 2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
FDOT Mitigation Funds	1,062,581	1,038,145	900,000	900,000	900,000
TOTAL	**1,062,581**	**1,038,145**	**900,000**	**900,000**	**900,000**

Expenditures ($)	Fiscal Year 2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
FDOT Mitigation	1,062,581	1,038,145	900,000	900,000	900,000
TOTAL	**1,062,581**	**1,038,145**	**900,000**	**900,000**	**900,000**

2.5 Facilities Construction and Major Renovations

Revenues ($)	Fiscal Year 2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Florida Forever	0	0	0	0	0
Water Management Lands Trust Fund	0	0	0	0	0
Land Management Fund	0	0	0	0	0
District General Fund	85,000	100,000	100,000	100,000	100,000
TOTAL	**85,000**	**100,000**	**100,000**	**100,000**	**100,000**

Expenditures ($)	Fiscal Year 2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Renovations and Major Repairs	85,000	100,000	100,000	100,000	100,000
TOTAL	**85,000**	**100,000**	**100,000**	**100,000**	**100,000**

2.6 OTHER ACQUISITION AND RESTORATION ACTIVITIES

Revenues ($)	Fiscal Year 2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Natural Resource Damage Assessment	294,430	324,390	0	0	0
Florida Forever-Capital Improvement	372,480	0	0	0	0
Land Management Fund	25,000	0	0	0	0
DEP – State General Fund	30,000	0	0	0	0
Ecosystem Management Trust Fund	72,000	0	0	0	0
Land Acquisition Trust Fund		300,000	0	0	0
Land Acquisition Trust Fund (Springs)	520,000	200,000			
TOTAL	**1,313,910**	**824,390**	**0**	**0**	**0**

Expenditures ($)	Fiscal Year 2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Seven Runs Streambank Restoration	25,000	0	0	0	0
Devil's Hole Spring Restoration	122,000	0	0	0	0
Blue Spring Restoration	872,480	500,000	0	0	0
Perdido River Paddling Trail	294,430	324,390	0	0	0
TOTAL	**1,313,910**	**824,390**	**0**	**0**	**0**

TOTAL CAPITAL EXPENDITURES ($)

Project Descriptions

The following pages provide a brief description of each capital improvements plan activity.

PROGRAM: 2.0 ACQUISITION, RESTORATION, AND PUBLIC WORKS
ACTIVITY: 2.1 LAND ACQUISITION

Project Title: Pre-acquisition costs for land acquisition purchases

Type: N/A

Physical Location: N/A

Square Footage/Physical Description: N/A

Expected Completion Date: N/A

Historical Background/Need for Project: To protect and preserve the water resources within the District's 16-county boundary.

Plan Linkages: Florida Forever Work Plan, Strategic Water Management Plan

Area(s) of Responsibility: Water Supply, Water Quality, Flood Protection, and Natural Systems

Alternative(s): None

Basic Construction Costs (includes permits, inspections, communications requirements, utilities outside building, site development, other): N/A

Other Project Costs (includes land, survey, existing facility acquisition, professional services, other): Land acquisition ancillary costs to include appraisals, surveys, legal fees, and other professional services and fees associated with the purchase of lands; specific costs are estimated and will vary based on individual land acquisition purchases.

Anticipated Additional Operating Costs/Initial (includes salaries, benefits, equipment, furniture, expenses): N/A.

Anticipated Additional Operating Costs/Continuing: N/A

PROGRAM: 2.0 ACQUISITION, RESTORATION, AND PUBLIC WORKS
ACTIVITY: 2.1 LAND ACQUISITION

Project Title: Gainer Springs Fee Simple and Less than Fee (Conservation Easement) Land Acquisition

Type: Improved and Unimproved land with pasture adjacent to Gainer Spring Group

Physical Location: Econfina Creek basin, Bay County

Square Footage/Physical Description: Approximately 80 acres in fee simple and approximately 789 acres in less than fee (conservation easement) and remainder interest in approximately 30.9 acres.

Expected Completion Date: On or before September 30, 2018

Historical Background/Need for Project: The Gainer Springs Land Acquisition project will further the District's mission of protecting the water resources for first magnitude springs and Econfina Creek. This land acquisition project will be a combination fee and less than fee acquisition of up to 899 acres at a first magnitude springs complex along Econfina Creek in northern Bay County. The portion being proposed as a conservation easement would also maintain the property on the County's tax rolls.

Plan Linkages: Florida Forever Work Plan, Strategic Water Management Plan

Area(s) of Responsibility: Water Supply, Water Quality, Flood Protection, and Natural Systems

Alternative(s): Less than fee simple purchase for the entire project

Basic Construction Costs (includes permits, inspections, communications requirements, utilities outside building, site development, other): Purchase price is unknown at this time.

Other Project Costs (includes land, survey, existing facility acquisition, professional services, other): Land acquisition ancillary costs are unknown at this time.

Anticipated Additional Operating Costs/Initial (includes salaries, benefits, equipment, furniture, expenses): N/A

Anticipated Additional Operating Costs/Continuing: Varied. Maintenance and restoration costs to be determined based on each individual parcel, type of land, and purpose of land acquired.

PROGRAM: 2.0 ACQUISITION, RESTORATION, AND PUBLIC WORKS
ACTIVITY: 2.1 LAND ACQUISITION

Project Title: Cypress Spring Less than Fee (Conservation Easement) Land Acquisition

Type: Unimproved land adjacent to a second magnitude spring

Physical Location: Holmes Creek basin, Washington County

Square Footage/Physical Description: Approximately 302 acres of property adjacent to a second magnitude spring.

Expected Completion Date: On or before September 30, 2018

Historical Background/Need for Project: The acquisition project will further the District's mission of protecting the water resources of Holmes Creek as well as provide enhanced protection for this second magnitude spring through the acquisition of a conservation easement on approximately 302 acres. The project also provides the ability to conduct future spring restoration and protection measures, as well as enhanced public access (by water) and recreational facilities, subject to available funding.

Plan Linkages: Florida Forever Work Plan, Strategic Water Management Plan

Area(s) of Responsibility: Water Supply, Water Quality, Flood Protection, and Natural Systems

Alternative(s): Fee simple acquisition for the entire project

Basic Construction Costs (includes permits, inspections, communications requirements, utilities outside building, site development, other): Purchase price is unknown at this time.

Other Project Costs (includes land, survey, existing facility acquisition, professional services, other): Land acquisition ancillary costs are unknown at this time.

Anticipated Additional Operating Costs/Initial (includes salaries, benefits, equipment, furniture, expenses): $1,000,000 for spring restoration activities and public access improvements (including professional services)

Anticipated Additional Operating Costs/Continuing: Maintenance costs for law enforcement and sanitation services are estimated at $45,000. Monitoring costs associated with the conservation easement are included in the Division of Asset Management's overall responsibilities.

PROGRAM: 2.0 ACQUISITION, RESTORATION, AND PUBLIC WORKS
ACTIVITY: 2.1 LAND ACQUISITION

Project Title: Jackson Blue Spring Less than Fee (Conservation Easement) Land Acquisition

Type: Pasture and unimproved land approximate to a first magnitude spring

Physical Location: Jackson Blue Spring basin, Jackson County

Square Footage/Physical Description: Approximately 163 acres of property approximate to a first magnitude spring

Expected Completion Date: On or before September 30, 2018

Historical Background/Need for Project: The proposed Jackson Blue Spring acquisition project will further the District's mission of protecting the water resources of Jackson Blue Spring through the acquisition of a conservation easement on approximately 163 acres.

Plan Linkages: Florida Forever Work Plan, Strategic Water Management Plan

Area(s) of Responsibility: Water Supply, Water Quality, Flood Protection, and Natural Systems

Alternative(s): fee simple acquisition for the entire project

Basic Construction Costs (includes permits, inspections, communications requirements, utilities outside building, site development, other): Purchase price is unknown at this time.

Other Project Costs (includes land, survey, existing facility acquisition, professional services, other): Land acquisition ancillary costs are unknown at this time.

Anticipated Additional Operating Costs/Initial (includes salaries, benefits, equipment, furniture, expenses): N/A

Anticipated Additional Operating Costs/Continuing: Monitoring costs associated with the conservation easement are included in the Division of Asset Management's overall responsibilities.

PROGRAM: 2.0 ACQUISITION, RESTORATION, AND PUBLIC WORKS
ACTIVITY: 2.3 SURFACE WATER PROJECTS

Project Title: Regional Mitigation for FDOT Wetlands Impacts

Type: Wetlands, waterbodies, and buffers that qualify as mitigation for FDOT wetland impacts

Physical Location: Various locations; watersheds within the District

Square Footage/Physical Description: Land purchases, land management restoration activities (shrub reduction, herbicide, vegetation planting, etc.), and/or construction of various capital restoration structures (e.g., low water crossings and water control structures).

Expected Completion Date: Program is ongoing, year-to-year.

Historical Background/Need for Project: Section 373.4137, F.S., provides that the districts mitigate for FDOT wetland impacts that are not within the service area of a private mitigation bank or when credits from a mitigation bank are not deemed appropriate.

Plan Linkages: Northwest Florida Umbrella, Watershed-based, Regional Mitigation Plan, Florida Forever Work Plan, SWIM plans, Strategic Water Management Plan

Area(s) of Responsibility: Water Quality, Water Supply, Flood Protection, and Natural Systems

Alternative(s): Specific projects may be excluded from the mitigation plan, in whole or in part, upon the election of the FDOT, a transportation authority if applicable, or the District.

Basic Construction Costs (includes permits, inspections, communications requirements, utilities outside building, site development, other): Variable; multiple projects. Costs are determined by project type (habitat restoration, hydrologic restoration and enhancement, land acquisition, etc.).

Other Project Costs (includes land, survey, existing facility acquisition, professional services, other): An amount equal to 15 percent of the total construction and land acquisition costs are typically estimated for engineering design work, surveying, land appraisals, environmental audits, etc.

Anticipated Additional Operating Costs/Initial (includes salaries, benefits, equipment, furniture, expenses): Variable; multiple projects. Costs are determined by project type (habitat restoration, hydrologic restoration and enhancement, land acquisition, etc.).

Anticipated Additional Operating Costs/Continuing: Variable; multiple projects. Costs are determined by project type (habitat restoration, hydrologic restoration and enhancement, land acquisition, etc.)

PROGRAM: 2.0 ACQUISITION, RESTORATION, AND PUBLIC WORKS
ACTIVITY: 2.5 FACILITIES CONSTRUCTION AND MAJOR RENOVATIONS

Project Title: Headquarters Renovations

Type: To be determined

Physical Location: 81 Water Management Drive, Havana, FL 32333

Square Footage/Physical Description: To be determined

Expected Completion Date: September 30, 2018

Historical Background/Need for Project: Headquarters office building (40 years old) periodically requires updates or improvements; however, a specific project has not yet been determined.

Plan Linkages: Strategic Water Management Plan, District Budget

Area(s) of Responsibility: Water Supply, Water Quality, Flood Protection, and Natural Systems

Alternative(s): To be determined

Basic Construction Costs (includes permits, inspections, communications requirements, utilities outside building, site development, other): To be determined

Other Project Costs (includes land, survey, existing facility acquisition, professional services, other): To be determined

Anticipated Additional Operating Costs/Initial (includes salaries, benefits, equipment, furniture, expenses): To be determined

Anticipated Additional Operating Costs/Continuing: $100,000 annual budget is to cover cost of renovations or major repairs that extend the life of the headquarters facilities.

PROGRAM: 2.0 ACQUISITION, RESTORATION, AND PUBLIC WORKS
ACTIVITY: 2.6 OTHER ACQUISITION AND RESTORATION ACTIVITIES

Project Title: Devil's Hole Spring Streambank Restoration and Protection

Type: Spring and Shoreline Restoration and Protection

Physical Location: Located off Walsingham Bridge Road within the Econfina Creek Water Management Area

Square Footage/Physical Description: Spring and shoreline restoration and protection utilizing geotextile bags and other non-structural techniques. Project also enhances public access opposite the spring to protect the spring and the Econfina Creek shoreline. Engineering design and permitting was completed in September 2016. Construction was substantially completed in December 2017.

Expected Completion Date: By March 31, 2018

Historical Background/Need for Project: Devil's Hole Spring and the adjacent Econfina Creek shoreline are experiencing significant bank erosion and sedimentation due to adverse impacts caused by unregulated public use on sensitive slope areas. Project will restore, stabilize, and protect highly erodible streambank while providing enhanced public access and recreational use.

Plan Linkages: Florida Forever Work Plan, Strategic Water Management Plan

Area(s) of Responsibility: Water Supply, Water Quality, Flood Protection, and Natural Systems

Alternative(s): None

Basic Construction Costs (includes permits, inspections, communications requirements, utilities outside building, site development, other): $30,000 (DEP State General Fund), $20,000 (DEP LATF Springs) and $72,000 (State Ecosystem) for spring and adjacent shoreline protection and restoration, and materials for enhanced public access and recreation.

Other Project Costs (includes land, survey, existing facility acquisition, professional services, other): $53,916 (Total engineering design service cost for Devil's Hole Spring and Cotton Landing - District Land Management Fund).

Anticipated Additional Operating Costs/Initial (includes salaries, benefits, equipment, furniture, expenses): None.

Anticipated Additional Operating Costs/Continuing: None. Maintenance costs for law enforcement and sanitation services are already provided by the District.

PROGRAM: 2.0 ACQUISITION, RESTORATION, AND PUBLIC WORKS
ACTIVITY: 2.6 OTHER ACQUISITION AND RESTORATION ACTIVITIES

Project Title: Seven Runs Shoreline Restoration and Protection

Type: Shoreline Restoration and Protection

Physical Location: Located on the northwest side of Highway 81 in Walton County at the junction of Highway 81 and Seven Runs Creek within the Choctawhatchee River Water Management Area.

Square Footage/Physical Description: Shoreline restoration and protection utilizing geotextile bags, native landscape plants and other non-structural techniques.

Expected Completion Date: By September 30, 2018

Historical Background/Need for Project: The Seven Runs Creek recreation area has experienced significant shoreline erosion which has caused adverse impacts to the creek shoreline, natural vegetation and increased sedimentation into the creek. Approximately 100 feet of shoreline along Seven Runs Creek has been impacted and is scheduled for restoration and protection.

Plan Linkages: Florida Forever Work Plan, Strategic Water management Plan

Area(s) of Responsibility: Water Supply, Water Quality, Flood Protection, and Natural Systems

Alternative(s): None

Basic Construction Costs (includes permits, inspections, communications requirements, utilities outside building, site development, other): $25,000 (District Land Management Fund) for materials for shoreline protection and restoration.

Other Project Costs (includes land, survey, existing facility acquisition, professional services, other): None

Anticipated Additional Operating Costs/Initial (includes salaries, benefits, equipment, furniture, expenses): None

Anticipated Additional Operating Costs/Continuing: None. Walton County provides management and maintenance of the site and site security is already being provided.

PROGRAM: 2.0 ACQUISITION, RESTORATION, AND PUBLIC WORKS
ACTIVITY: 2.6 OTHER ACQUISITION AND RESTORATION ACTIVITIES

Project Title: Blue Spring Restoration

Type: Spring and Spring Shoreline Restoration and Protection

Physical Location: Located off Blue Springs Road in Washington County within the Econfina Creek Water Management Area

Square Footage/Physical Description: Spring and spring shoreline restoration utilizing non-structural techniques and site access improvements.

Expected Completion Date: By September 30, 2019

Historical Background/Need for Project: Blue Spring has a long history of significant recreational use and the spring has experienced significant shoreline erosion due to the lack of stormwater facilities and unregulated access. Specific restoration measures will be determined by a qualified engineer and shall include non-structural measures such as geotextile bags and other materials and the installation of native landscape trees and plants. Other site improvements needed include constructing stormwater treatment and parking, walkways for sensitive karst features, and other public access amenities.

Plan Linkages: Florida Forever Work Plan, Strategic Water Management Plan

Area(s) of Responsibility: Water Supply, Water Quality, Flood Protection, and Natural Systems

Alternative(s): None

Basic Construction Costs (includes permits, inspections, communications requirements, utilities outside building, site development, other): $500,000 (Land Acquisition Trust Fund) and $372,480 (Florida Forever) less engineering and professional services costs (below).

Other Project Costs (includes land, survey, existing facility acquisition, professional services, other): $50,000 for geotechnical, survey and structural engineering services

Anticipated Additional Operating Costs/Initial (includes salaries, benefits, equipment, furniture, expenses): $7,500 for materials for a new road and $25,000 for improvements for additional campsites. Tract should require minimal staff time once the site is restored and developed.

Anticipated Additional Operating Costs/Continuing: A public works inmate crew will provide recreation site cleanup and an OPS employee will provide trash pickup. Site security is already being provided. An additional portable toilet will be placed at the new campsite for an annual cost of $2,340.

PROGRAM: 2.0 ACQUISITION, RESTORATION, AND PUBLIC WORKS
ACTIVITY: 2.6 OTHER ACQUISITION AND RESTORATION ACTIVITIES

Project Title: Perdido River Paddling Trail

Type: Recreation facilities along paddling trail

Physical Location: Various locations along Perdido River in Escambia County within the Perdido River Water Management Area

Square Footage/Physical Description:

Expected Completion Date: By September 30, 2019

Historical Background/Need for Project:

Plan Linkages: District's Florida Forever Work Plan, Strategic Water Management Plan

Area(s) of Responsibility: Water Supply, Water Quality, Flood Protection, and Natural Systems

Alternative(s): None

Basic Construction Costs (includes permits, inspections, communications requirements, utilities outside building, site development, other): $294,430 grant for development of new and enhancement of current recreation sites on District lands along the Perdido River. Improvements will include restroom facilities, overnight camping areas, and river access improvements.

Other Project Costs (includes land, survey, existing facility acquisition, professional services, other): $26,000 for survey, engineering and permitting.

Anticipated Additional Operating Costs/Initial (includes salaries, benefits, equipment, furniture, expenses): None

Anticipated Additional Operating Costs/Continuing: $13,500 in annual costs for maintenance of three composting toilets and one portable toilet and $5,000 in annual costs for recreation site cleanup and general maintenance.

Appendix

Definitions for programs and activities used in this Five-Year Capital Improvement Program are included below. These definitions follow the water management district standard budget format.

2.0 Acquisition, Restoration and Public Works

This program includes the development and construction of all capital projects (except for those contained in Program 3.0), including water resource development projects/water supply development assistance, water control projects, and support and administrative facilities construction; cooperative projects; land acquisition (including Save Our Rivers/Preservation 2000/Florida Forever), and the restoration of lands and waterbodies.

2.1 Land Acquisition: The acquisition of land and facilities for the protection and management of water resources. This activity category does not include land acquisition components of "water resource development projects," "surface water projects," or "other cooperative projects."

2.2 Water Source Development: The acquisition of land and facilities for the protection and management of water resources. This activity category includes land acquisition components of "water resource development projects," "water supply development assistance projects," or "other water source development activities."

2.3 Surface Water Projects: Those projects that restore or protect surface water quality, flood protection, or surface-water related resources through the acquisition and improvement of land, construction of public works, and other activities.

2.5 Facilities Construction and Major Renovations: Design, construction, and significant renovation of all district support and administrative facilities.

2.6 Other Acquisition and Restoration Activities: Protection and restoration of springs, spring shorelines and creek and river shorelines located on District lands while allowing for public access and recreation.

3.0 Operation and Maintenance of Lands and Works

This program includes all operation and maintenance of facilities, flood control and water supply structures, lands, and other works authorized by Chapter 373, F.S.

3.1 Land Management: Maintenance, custodial, public use improvements, and restoration efforts for lands acquired through Save Our Rivers, Preservation 2000, Florida Forever or other land acquisition programs.

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Chapter 4

Alternative Water Supplies
Annual Report

Alternative Water Supplies Annual Report

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Chapter 4. Alternative Water Supplies Annual Report

Section 373.707(8)(n), F.S., directs each water management district to submit a report annually on the disbursal of all budgeted amounts for alternative water supply projects funded from the Water Protection and Sustainability Program Trust Fund (WPSPTF).

Table 4.1 on the following page lists District alternative water supply projects completed with funding received in FY 2005-2006 through FY 2008-2009. The Bay County Alternative Pump Station project was the final project to be completed in June 2015. In total, the District and cooperators completed 10 alternative water supply projects generating an estimated 62 mgd from alternative water sources. The majority of the $90 million total investment is from local contributions, with less than 25 percent ($21.47M) funded by the District.

If future funding becomes available from the WPSPTF, other specific appropriations or other sources, the District will consider potential projects in accordance with Section 373.707, F.S.

Table 4.1 Projects Funded Under the Water Protection and Sustainability Program

Project	Region	Local Sponsor	Activity	Status	WPSPTF FY Approp.	Anticipated Water (MGD)[1]	WPSPTF Contribution	Local Contribution	Total	Local %
Area-wide Alternative Water Supply Source Expansion	II	Regional Utilities, South Walton Utility Co.	Inland wellfield expansion	Complete	FY 2006	15.1	$6,500,000	$9,991,891	$16,491,891	61%
Tram Road Public Access Reuse Facility	VII	Tallahassee	Water reuse/ spring protection	Complete	FY 2006; FY 2007	1.2	$1,350,000	$5,250,000	$6,600,000	80%
Bob Sikes Reuse Project	II	Okaloosa County	Water reuse	Complete	FY 2006	0.7	$2,000,000	$4,509,132	$6,509,132	69%
Inland Floridan Aquifer Source - WRD	V	NWFWMD; Franklin County Utilities	Inland source evaluation	Complete	FY 2006	3.0	$300,000	$0	$300,000	0%
Ground Water Modeling & Aquifer Testing - WRD	III	Bay County	Inland source evaluation	Complete	FY 2006; FY 2007	0.0	$350,000	$800,000	$1,150,000	70%
Surface Water Treatment Plant	V	Port St. Joe	Surface water	Complete	FY 2007	6.0	$4,000,000	$12,736,700	$16,736,700	76%
City of Chipley Reuse Project	IV	Chipley	Water reuse	Complete	FY 2007	1.2	$500,000	$4,500,000	$5,000,000	90%
Wakulla County Reuse Project	VII	Wakulla County	Water reuse	Complete	FY 2007	0.4	$500,000	$6,495,000	$6,995,000	93%
Advanced Wastewater Treatment & Water Reuse Facilities	VII	Tallahassee	Water resource development/ springs protection	Complete	FY 2007	4.5	$500,000	$5,800,000	$6,300,000	92%
Alternative Pump Station	III	Bay County	Alternative raw water pump station and force main	Complete	FY 2008; FY 2009	30.0[2]	$5,470,000	$17,914,000	$23,384,000	77%
Totals						**62.1 mgd**	**$21,470,000**	**$67,996,723**	**$89,466,723**	**76%**

[1]Anticipated water made available rounded to the nearest 100,000 gallons per day
[2]Capacity of alternate raw water intake

Consolidated Annual Report
Chapter 5

FY 2017-2018 Five-Year Water Resource Development Work Program

FY 2017-2018 Five-Year Water Resource Development Work Program

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Chapter 5. FY 2017-2018 Five-Year Water Resource Development Work Program

Introduction

Chapter 373, Florida Statutes directs the state's five water management districts to conduct water supply planning through a two-step process that involves: (1) assessing the water supply needs and sources of each water supply planning region; and (2) developing regional water supply plans (RWSPs) for those regions where existing water sources are considered inadequate to supply water for all existing and future reasonable-beneficial uses while sustaining water resources and natural systems over a 20-year planning period. Regional water supply plans must include both water resource development and water supply development components, with supporting data and analysis, to exceed the projected water demands through the planning horizon (see 373.709, F.S.).

Section 373.536(6)(a)4, F.S., requires each district to prepare a Five-Year Water Resource Development Work Program (WRDWP or Work Program) to describe the implementation strategy and funding plan for the water resource, water supply, and alternative water supply development components of each approved RWSP. In accordance with the statute, the Work Program is submitted to the Governor, the President of the Senate, the Speaker of the House of Representatives, the Secretary of the Department of Environmental Protection, the chairs of legislative committees with substantive or fiscal jurisdiction over the districts, and the governing boards of counties in which the districts have jurisdiction. The Department of Environmental Protection (DEP) then conducts a review of the Work Program, to include a "written evaluation of the program's consistency with the furtherance of the district's approved regional water supply plans, and the adequacy of proposed expenditures."

Water resource development and water supply development are complementary components of the RWSP. Water resource development projects are typically regional and broad in scope and can support development of non- traditional water sources. Water supply development projects are more localized and address water treatment, storage, and delivery to end users. In statute, water management districts are largely responsible for water resource development, while water supply development is primarily the responsibility of local governments, water supply authorities, and utilities. While their primary focus is water resource development, the districts do provide technical and financial assistance for water supply development.

Regional Water Supply Planning in Northwest Florida

The Northwest Florida Water Management District (NWFWMD or "District") established seven water supply planning regions in 1996 (Figure 5.1). The initial District Water Supply Assessment (WSA) (NWFWMD 1998) evaluated the sufficiency of supplies to meet demands through 2020 and concluded that only Region II (Santa Rosa, Okaloosa, and Walton counties) required a RWSP. The primary resource concern identified in Region II is drawdown in the coastal Floridan aquifer caused by groundwater pumping.

In 2006, the NWFWMD Governing Board determined that the need for planning alternative surface water development in Gulf County and resource constraints in coastal Franklin County (Region V) warranted development of a RWSP. Similarly, in 2008, the Governing Board concluded that the need

for additional source redundancy and sustainability warranted development of a RWSP for Region III (Bay County).

A 2008 WSA update extended water demand projections and an evaluation of sources through 2030. The update concluded that no additional RWSPs were required and that water supply planning and implementation efforts should continue in regions II, III, and V (Coates et al. 2008).

The District again updated the WSA in 2013, projecting water demands and evaluating source sufficiency through 2035 (Countryman et al. 2014). The report showed that public supply remains the largest use category for the District, accounting for approximately 45 percent of the demand in 2010. This ratio of water use is projected to remain similar through the 2015-2035 planning period. The Governing Board discontinued the RWSP for Region V due to the completion of surface water source development in Gulf County and adequacy of water supplies in Franklin County under revised growth projections. The District continues to work with Region V communities to address resource needs and concerns and is continuing hydrologic data collection and analysis to support resource monitoring.

A draft update to the WSA is currently under development and a draft document is anticipated to be completed in the spring of 2018. The report will include updated estimates and projections and an evaluation of sources through 2040.

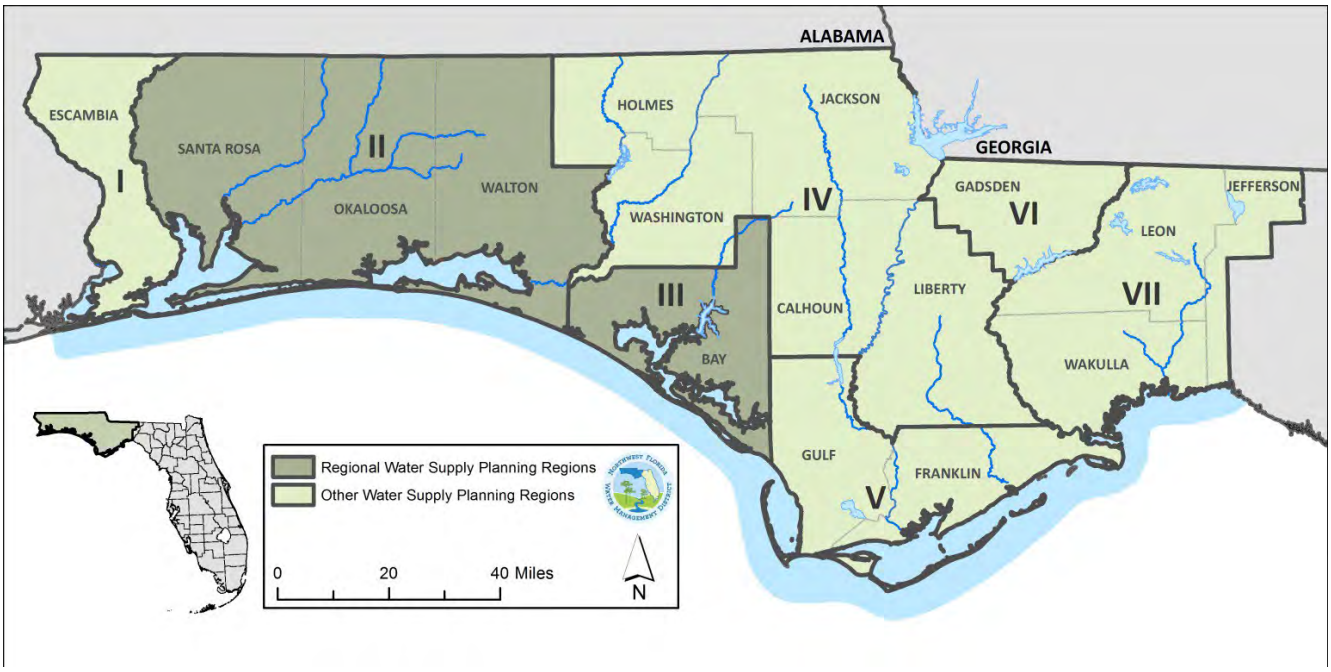

Figure 5.1 Water Supply Planning Regions

Funding for Water Resource and Supply Development

The state constitution limits the NWFWMD to 1/20th (0.05 mills) of one mill, significantly less than the ad valorem taxing authority afforded the other four water management districts. The budget for FY 2017-2018 includes a millage rate of 0.0353. Based on taxable values provided by the 16 counties in the District, tax collections are projected to be $3,538,881 for FY 2017-2018. Because the District has historically collected slightly less than the amount estimated (about 96%), ad valorem was budgeted at

$3,395,217 or 4.0% less than projected. With a recurring operating budget of $16,956,126, the District must rely on state and other revenue sources to conduct many of its programs. Among the funding sources the District looks to for water supply planning and water resource development are the following:

- Land Acquisition Trust Fund;
- Direct Legislative appropriations;
- District Fund Balance;
- Federal grants;
- Florida Forever; and
- Local government and water supply utility cost sharing.

Until recently, water resource development in northwest Florida has depended primarily on funding from the Water Management Lands Trust Fund. This trust fund, however, was discontinued by the 2015 Florida Legislature through Senate Bill 2516-A. The bill established the Land Acquisition Trust Fund to accomplish purposes as set forth in Article X, Section 28 of the State Constitution.

To the extent possible, the District applies limited ad valorem funding to augment state appropriations for basic water supply planning functions. Because ad valorem funding is inadequate to support implementation of major water resource and supply development projects and initiatives, the District also applies available encumbered funds and reserves for priority projects.

The Water Protection and Sustainability Program Trust Fund (WPSPTF), established by the 2005 Legislature, enabled the District to provide cost-share assistance for construction of alternative water supply development projects and priority water resource development and springs protection activities. No funding has been appropriated for the WPSPTF since FY 2009-2010.

The Florida Forever Trust Fund has supported acquisition of lands throughout northwest Florida that provide critical water resource functions, including water quality protection and aquifer recharge. Additionally, Florida Forever has been a potential source of construction funding for reclaimed water storage facilities. Florida Forever, however, has not had significant appropriations for NWFWMD programs since FY 2010-2011.

Since FY 2013-2014, the Governor and Florida Legislature have allocated $215,000,000 statewide in funding for springs restoration and protection. The District has received more than $48.4 million toward restoration and protection projects, including those that assess, protect, and improve water quality and quantity within the groundwater contribution areas of major spring systems. Additional funding benefitting water resource development has also been provided for springs data collection and monitoring.

Local government and utility funding participation is especially important for several types of water resource development projects, notably alternative surface water, reuse of reclaimed water, water conservation, and aquifer storage and recovery. All projects require substantial local investment once they reach the water supply development stage.

Funding budgeted for water resource development is listed in summary tables for water supply

planning regions II and III in the following sections (Tables 2 and 6, respectively). The approved water resource development funding for FY 2017-2018 is $10,735,000. The anticipated five year water resource development implementation cost through FY 2021-2022 is $15,971,202.

Since FY 2013-2014, the District has approved $21.6 million from reserve funds for water supply development assistance grants across northwest Florida. As of July 1, 2016, this report includes funding budgeted for water supply development activities in water supply planning regions II and III. Summary tables are included in the following sections (Tables 4 and 8, respectively). The approved water supply development funding for FY 2017- 2018 is $1,677,796. The anticipated five year water supply development implementation cost through FY 2021- 2022 is $2,031,915.

In total, this represents a FY 2017-2018 budget for water resource and water supply development activities of $12,412,796 in Bay, Okaloosa, Santa Rosa, and Walton counties.

Region II: Santa Rosa, Okaloosa, and Walton Counties

Since the 1940s, Santa Rosa, Okaloosa, and Walton counties (Figure 5.2) have been characterized by significant growth in water demands within coastal portions of the region. Extensive pumping of the coastal Floridan aquifer caused formation of a substantial cone of depression, creating a risk of salt water intrusion and damage to public supply wells. Resource regulation and water supply planning over the past two decades have focused on reducing coastal withdrawals, constraining coastal demand, and developing inland water supply sources as alternatives to coastal groundwater.

Chapter 40A-2, Florida Administrative Code (F.A.C.), established the coastal Water Resource Caution Area (WRCA) across the southern reach of all three counties. Within the coastal WRCA, regulatory approaches to resource sustainability are applied, including stringent conservation and reporting requirements and the prohibition of new allocations of coastal Floridan aquifer water for non-potable uses.

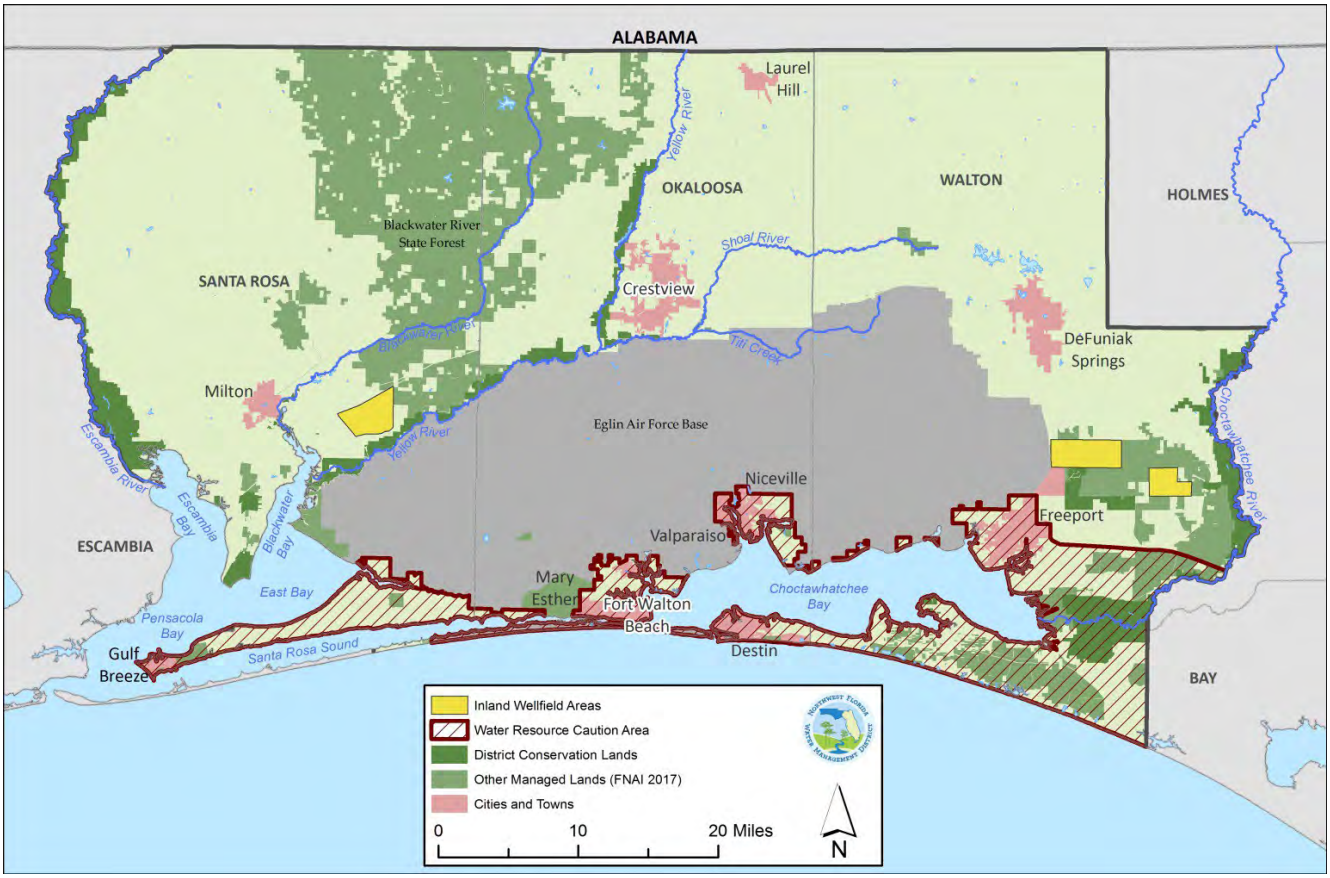

Figure 5.2 Water Supply Planning Region II

The District's first RWSP was approved by the Governing Board for Region II in February 2001, with updates to the plan approved in 2006 and most recently in 2012 (Busen and Bartel 2012). According to the 2013 WSA Update, public supply accounted for approximately 46 million gallons per day (mgd), or 62 percent of 2010 water use in Region II, with recreational water use comprising an additional 14 mgd (nearly 19 percent) (Countryman et al. 2014). It is expected that public supply demand within the region will increase through the planning horizon, although its relative proportion of water use will decline slightly.

Region II Water Resource Development Projects

The Region II RWSP includes 10 water resource development projects encompassing strategies for preserving water resources and in support of alternative water supply development (Table 5.1). The quantities of water identified in the table indicate preliminary figures based on regional scale model simulations of groundwater systems, regional planning objectives, and application of literature-based factors for reuse and water conservation. The amounts will be refined upon completion of updated analyses or project implementation.

Table 5.1 Region II Water Resource Development Projects

Project	Activity	Water Identified (mgd)
Floridan Aquifer	Development and application of a regional groundwater flow model and salt water intrusion models to identify regional availability from the coastal Floridan aquifer.	30
Inland Sand-and-Gravel Aquifer	Development and application of a three-dimensional, transient groundwater flow model.	18
Surface Water Sources	Identification and development of feasible surface water sources and optimal facilities.	25*
Aquifer Storage and Recovery	Development of aquifer storage and recovery systems, primarily to support the reuse of reclaimed water.	2
Water Reuse	Assistance in the development of reclaimed water to offset and conserve potable water resources.	5
Water Conservation	Assistance to local governments and utilities in the conservation of potable water resources.	3
Regional Water Supply Planning	Development and implementation of regional water supply plans.	N/A
Interconnection of Water Supply Systems	Interconnection of coastal utility infrastructure to enhance the resilience of the coastal water systems.	N/A
Hydrologic Data Collection and Analysis	Collection and analysis of surface and groundwater data throughout the region.	N/A
Abandoned Well Plugging	Assistance to local governments and utilities in the plugging of abandoned wells.	N/A

*This amount is an up-to amount originally included in the 2012 Region II RWSP for the Shoal/Yellow Rivers project; an updated estimate by Okaloosa County is approximately 10 mgd.

Floridan Aquifer

Preserving the coastal Floridan aquifer as a viable water supply source is a primary focus of the Region II RWSP. Models of the Floridan aquifer were previously developed to include a western domain encompassing Santa Rosa and western Okaloosa counties and an eastern domain that includes eastern Okaloosa and Walton counties. Model simulations were made to predict the extent of salt water intrusion through 2100 for the eastern and western domain models. Results indicate salt water intrusion into potable portions of the Floridan aquifer may continue to occur at a slow rate (HydroGeoLogic, Inc., 2007b, HydroGeoLogic, Inc. and Hazlett-Kincaid, Inc. 2007). Principal pathways of saline water intrusion identified include lateral intrusion within the upper Floridan aquifer from beneath the Gulf of Mexico, lateral intrusion from the lower to the upper Floridan aquifer around the edge of the Bucatunna Clay confining unit, intrusion of saline waters where the Bucatunna Clay confining unit is absent (easternmost Choctawhatchee Bay area), and downward vertical leakage through the Intermediate System.

Since late 2014, the District has worked to develop a new groundwater flow modelling tool within Region II. A western district regional model, which includes portions of Escambia and Bay counties, in addition to coastal Region II, incorporates newer monitoring data and updated water demand projections, in addition to being calibrated to reflect groundwater withdrawals since inland wellfields have been developed. Additional investigation into the sand-and-gravel aquifer is also planned as part of this model update (see more detail below).

The updated model will be used by both regulators and permittees to evaluate future withdrawal scenarios. Work on the groundwater flow model will be completed in FY 2017-2018 and updated to convert the flow model into a transport model in FY 2018-2019.

The increase in resources for this project is tied to the initiation in 2014 of minimum flows and levels (MFLs) for the coastal Floridan aquifer in Planning Region II. A work plan for developing and establishing an MFL for coastal Region II, an extensive data review and evaluation, and bid specifications for rehabilitating existing wells and expanding monitoring wells were completed in 2015. In October 2015, 12 existing wells were logged to evaluate downhole conditions and the suitability of the wells for use in an expanded monitoring network. Between August 2016 and September 2017 well construction and testing activities were performed at four new well sites in Region II. A total of eight new monitoring wells were installed and tested to provide additional water level and water quality data. These data will be used to evaluate the current position of the saltwater interface along the coast. Continued monitoring of new and existing wells is scheduled for FY 2017-2018. Monitoring will include discrete and composite water quality sampling and continuous water level recording. The current NWFWMD MFL Priority List shows the technical assessment for this project is scheduled for completion in 2020, with rule adoption in 2021.

Inland Sand-and-Gravel Aquifer

Due to its high recharge rate, the inland sand-and-gravel aquifer in Region II is capable of providing regionally significant quantities of water. Development of an inland sand-and-gravel aquifer wellfield was initiated in 1999 within Santa Rosa County. Water from the wellfield is conveyed south to alleviate pumping demand from the Floridan aquifer along the coast. Public supply water withdrawals from the inland wellfield and vicinity increased from 1.0 mgd in 1998 to 6.5mgd in 2016.

Previous District evaluations indicate that total groundwater production of up to 18 mgd, inclusive of current withdrawals, may be available from the inland sand-and-gravel aquifer between the Blackwater River and Yellow River in Santa Rosa and Okaloosa counties. Considerable data were gathered, which involved constructing project-specific monitoring wells, determining aquifer hydraulic properties, mapping aquifer unit thicknesses, and measuring groundwater levels and stream discharge. A groundwater flow model was subsequently developed and calibrated. The model includes the transient response of the aquifer to drought and climatic variability. The development of the inland sand-and-gravel aquifer model has produced a better understanding of the shallow groundwater flow system which acts regionally as a source of water for the deeper Floridan aquifer. Elements of the sand-and-gravel aquifer model will be incorporated into the western district model described above.

Surface Water Sources

In 2006, the District and its water supply consultants prepared an analysis of potential surface water supply sources in Okaloosa County, presented in the report “Conceptual Alternative Water Supply Development Projects and Planning Level Cost Estimates” (PBS&J 2006). This study reviewed the

technical and economic feasibility of several alternatives, including direct river withdrawal, riverbank filtration, and construction of tributary reservoirs. The District also concurrently reviewed an evaluation of a proposed Yellow River Reservoir and concluded that the proposal was not feasible.

Okaloosa County continues to evaluate surface waters in the Yellow and Shoal river basins as potential future water supply sources. Potential facilities may include direct withdrawal and treatment systems, as well as an offline reservoir or other storage facilities. In 2015, the county completed a major land acquisition and has facilitated public workshops jointly with the U.S. Army Corps of Engineers as part of its long-range water supply planning efforts. The District will continue efforts to support planning for alternative surface water development, including MFL development for the Shoal River system, which began in FY 2016-2017. As part of the MFL development, the western district regional groundwater flow model described above will include refinements to better represent the permeable zones within the sand-and-gravel aquifer in the vicinity of the Shoal River.

Aquifer Storage and Recovery

Aquifer storage and recovery (ASR), depending on the particular hydrogeologic characteristics of an area, has the potential to store large quantities of water more effectively and at a lower cost than above-ground storage. Destin Water Users has developed an ASR system for storage of reclaimed water in the sand-and-gravel aquifer. This reclaimed water is available to meet irrigation demands, helping to conserve potable water resources and mitigate potential impacts associated with this volume of groundwater withdrawal.

The use of ASR in the future for storage of reclaimed water or perhaps the use of direct aquifer recharge as a salinity barrier may require a regional approach, since water introduced into a geologic formation could affect the groundwater beneath jurisdictions or service areas of multiple utilities and local governments. There are no current ASR projects included in the District's FY 2017-2018 Adopted Budget. However, the District will work with utilities on the feasibility of additional ASR activities within Region II, as needed or requested.

Water Reuse

The Region II RWSP previously identified approximately 5 mgd of new beneficial reuse available to offset demands on the coastal Floridan aquifer. In response to regulatory and cooperative planning efforts, significant investments in reuse have been made in the region, particularly for golf course irrigation in coastal areas. As of 2016, 27 reuse applications associated with 10 reuse systems in Region II were permitted for public access reclaimed water, producing an estimated 9.53 mgd for public access reuse (DEP 2017). These facilities supported landscape irrigation for approximately 3,010 residences, 16 golf courses, 11 parks, three schools, and three cooling towers. Past District funding assistance has helped provide for construction of wastewater infrastructure improvements to facilitate reuse near the City of Freeport and in north-central Okaloosa County.

The District continued efforts to further identify opportunities for more integrated water management and resource sustainability in northwest Florida in FY 2016-2017. Additionally, the District continued to support projects with utilities to expand the use of reclaimed water to meet non-potable water needs through the districtwide water supply grant program. Since 2013, $1,083,923 has been awarded for six reuse projects in Region II that include: expanding and upgrading reuse systems in the cities of Fort Walton Beach and Niceville in Okaloosa County and the City of Gulf Breeze, the Holley Navarre Water

System, and Pace Water System in Santa Rosa County. With grant funding from the District, the City of Mary Esther will complete a reclaimed water feasibility study by June 2018.

Assisting utilities and local governments in developing beneficial reuse projects will remain a priority, with implementation depending on funding availability. Future water reuse projects may include assessments matching reclaimed water generators with users, feasibility studies, pilot projects, and demonstration projects. Projects of highest priority are those that offset and reduce the consumption of potable quality water, as well as those that protect natural systems and achieve integrated water resource management. Additionally, reuse information for the District will be updated annually.

Water Conservation

A significant effort to increase water conservation has been underway in Region II for some time, largely in response to regulatory requirements and incentives established within the coastal WRCA. As a result, per capita water use has declined in recent years in the region. Water conservation remains a priority to build upon current water use efficiencies and to further enhance resource preservation. To support this effort, an updated evaluation of water conservation potential was completed in 2015-2016. It includes a review of existing programs in the region and identification of potential water savings achievable from additional water conservation measures.

Under Chapter 40A-2, F.A.C., new and expanded withdrawals from the Floridan aquifer for non-potable uses are not permitted within the coastal WRCA. Additionally, in response to resource limitations, cooperative planning, and regulatory requirements and incentives, numerous utilities implement water conservation measures that include inclining block rates, conservation plans, and the reuse of reclaimed water. Goals for utility conservation measures for permitted withdrawals within the WRCA include reducing the annual average residential per capita water consumption to 110 gallons per day or lower and reducing water leakage to 10 percent or less of the water withdrawn. Utilities withdrawing an average of more than 100,000 gallons per day are required to report withdrawals annually, with the majority required to report per capita water use. Most utilities in Region II reporting these values are achieving the 110 residential gallons per capita per day (gpcd) District goal.

The District has worked in cooperation with DEP and the Florida water management districts to address public supply water conservation within Florida under section 373.227, F.S. The participating agencies have worked to define a common water conservation planning process for public supply utilities including creating standardized analysis methods and tools, common supporting technical references, and consistent permitting requirements and incentives related to goal-based conservation planning. As part of this initiative, the District established a process to allow for extension of permit duration for utilities which have demonstrated water savings achieved through implementation of a goal-based water conservation plan (Rule 40A-2.321, F.A.C.).

Limited staff time was spent on conservation activities in FY 2016-2017, mainly focusing on quarterly coordination with water management districts. Staff will continue to maintain efforts with other water management districts, local governments and utilities to further improve water use efficiency for public supply and other water use categories.

Regional Water Supply Planning

Development and refinement of regional strategies, project planning and development, and RWSP updates are essential components of water resource development. Related activities include technical

support and coordination with local governments and utilities to ensure a regional focus in the planning and development of alternative water supply projects. Associated administrative activities include project and funding management, coordination with DEP and other agencies, and progress reporting.

The District provides assistance with hydrogeology and related technical evaluations for development of new and alternative water sources including the inland Floridan aquifer, the sand-and-gravel aquifer, surface water, and reclaimed water. Other ongoing efforts include working with local governments and state and regional agencies to better coordinate land use and water supply planning. During FY 2016-2017, District staff maintained collaboration with the Florida Department of Agriculture and Consumer Services (DACS) and other water management districts on the Florida Statewide Agricultural Irrigation Demand (FSAID) reports.

Staff continued working on the next update to the districtwide water supply assessment including completion of draft estimates and projections in Region II and districtwide. The WSA Update draft will be completed in spring 2018 and presented to the Governing Board for approval by the end of FY 2017-2018. Additionally, work on an update to the Region II RWSP will begin in 2017. These timelines are consistent with those listed in last year's work plan, while accounting for emerging priorities such as MFL development and springs restoration and protection projects.

Staff are also assisting communities and utilities through water supply development projects. In FY 2016-2017, four of the 12 water supply development grants were awarded to Region II totaling nearly $313,000, all to financially disadvantaged small local governments and utilities in the region. Additionally, staff maintain relationships with the Walton/Okaloosa/Santa Rosa Regional Utility Authority and other utilities in the region on project funding needs and collaboration opportunities.

Interconnection of Water Supply Systems

Largely focused on Region II, the Coastal Water Systems Interconnection Project was a District initiative focused on increasing water supply reliability in coastal communities in cooperation with local utilities. The goal of the initiative was to enhance the resilience of the coastal water systems by enabling transfer of water between utilities during droughts or other contingencies. The Coastal Water Systems Interconnection Initiative was completed in 2013 with the final report providing a detailed analysis of interconnect alternatives and design parameters. Two interconnection projects were selected for potential future implementation: a coastal interconnection between Santa Rosa and Okaloosa counties and a coastal interconnection between Walton and Bay counties.

No expenditures are planned for this project in the five-year planning horizon. The District will continue to support local governments and utilities planning interconnect projects that help ensure available and reliable water supplies, particularly in coastal areas.

Hydrologic Data Collection

The District has a data collection network of rainfall gauges, stream gauges, and monitoring wells throughout Region II. Groundwater and surface water monitoring capabilities have been enhanced by continuing cooperation with the U.S. Geological Survey surface water gauging network and developing an expanded monitoring network for the sand-and-gravel and Floridan aquifers where new water sources have been developed or are planned. This monitoring is essential for ensuring the success of

long-term water supply initiatives, as well as for refining groundwater models and analyses to support future management decisions.

Expansion of the groundwater and rainfall monitoring in Region II continues to support resource evaluations and development of improved modeling tools for both planning and consumptive use permitting. In FY 2016-2017, eight new monitor wells were constructed and one existing well was rehabilitated to improve water quality sampling and allow for continuous monitoring of the water level. Seven of the new wells were instrumented and instrumentation of the remaining two wells along with instrumentation of the rehabilitated well are expected to occur early in FY 2017-2018. Additionally 16 existing wells will be instrumented with water level loggers in FY 2017-2018. The data from these additional monitoring sites will support the establishment of MFLs for the coastal Floridan aquifer in Region II and improved water resource development monitoring activities.

Abandoned Well Plugging

The District's Regulatory Services Division implements an active effort to plug abandoned artesian wells. The overall goal of the program is to protect available groundwater resources from aging, uncontrolled, or improperly constructed wells that are no longer in use. The District achieves proper abandonment of such wells through two methods: requiring contractors to plug abandoned wells found on site during new well construction or initiating a well abandonment contract with a well owner or local government. Technical assistance and funding is available to local governments and utilities for plugging abandoned wells identified as having the potential to adversely affect groundwater quality. This is an ongoing effort the District implements where feasible, in partnership with stakeholders and local governments.

To date, the District has facilitated the plugging of 7,956 abandoned wells within Region II, 223 of which were plugged in FY 2016-2017. Note the historical count of permits changes from previously reported data as final completion reports are received and some permits are cancelled. For example the count of permits through September 2016 changed from 7,737 in the FY 2016-2017 report to 7,733 in this report.

Funding Summary: Region II Water Resource Development Projects

Table 5.2 displays past year expenditures, current year budget, and anticipated future expenditures for water resource development within Region II.

Table 5.2 2018-2022 Region II Water Resource Development Project Funding

Water Resource Development Projects	Budget Activity	FY 16-17 Expen-ditures[1]	Anticipated Five Year Work Program					FY18-FY22 Cost Estimate
			FY 17-18 Budget[2]	FY 18-19	FY 19-10	FY 20-21	FY 21-22	
Floridan Aquifer	1.1.2 2.2.1	$645,228	$345,000	$308,750	$496,035	$371,481	$206,936	$1,728,202
Inland Sand-and-Gravel Aquifer	1.1.2 2.2.1	$164,246	$126,900	$106,250	$93,750	$93,750	$93,750	$514,400
Surface Water Sources	1.1.2 2.2.1	$4,634	$121,400	$100,000	$87,500	$87,500	$87,500	$483,900
Aquifer Storage and Recovery	2.2.1	$0	$0	$0	$0	$0	$0	$0
Water Reuse	2.2.1	$23,093	$26,100	$15,000	$15,000	$15,000	$15,000	$86,100
Water Conservation	1.1.1 2.2.1	$8,524	$10,200	$8,000	$8,000	$8,000	$8,000	$42,200
Regional Water Supply Planning	1.1.1	$29,383	$149,300	$75,000	$35,000	$35,000	$35,000	$329,300
Interconnect of Water Supply Systems[3]	1.1.1	$0	$0	$0	$0	$0	$0	$0
Hydrologic Data Collection and Analysis	1.2.0	$78,305	$117,100	$100,000	$100,000	$100,000	$100,000	$517,100
Abandoned Well Plugging	4.2.0	$7,805	$12,000	$10,000	$10,000	$10,000	$10,000	$52,000
TOTAL		$961,218	$908,000	$723,000	$845,285	$720,731	$556,186	$3,753,202

[1]Final unaudited costs for fiscal year.
[2]FY 2017-2018 figures based on adopted budget.
[3]Project completed during FY 2013-2014.

The budget for FY 2017-2018 reflects a slight increase in anticipated spending as compared to that presented in the previous WRDWP. This increase reflects a focus on reuse and conservation projects through the development of an update to the Region II RWSP.

Changes to future budget years, as compared to last year's WRDWP, reflect the acceleration of the Shoal River system MFL development, which benefits both the *Surface Water Sources* and the *Inland Sand-and-Gravel Aquifer* projects. Decreases in the five-year costs for the *Floridan Aquifer* project reflect progress on tasks for the Floridan Aquifer, Coastal Region II MFL as well as some of the Shoal River system MFL tasks being completed with staff instead of through contractual services.

Region II Water Supply Development

Water supply development strategies of the Region II RWSP, including preferred alternative water supply development projects, are listed in Table 5.3.

Table 5.3 Region II Water Supply Development Projects

Project	Activity	Estimated Cost	Estimated Water Available (mgd)
Inland Floridan Aquifer Alternative Water Supply	Development of the inland Floridan aquifer wellfield and transmission infrastructure to bring inland groundwater to serve coastal utilities in Walton and Okaloosa counties.	$48,100,268	15[1]
Inland Sand-and-Gravel Aquifer Alternative Water Supply	Development of the inland sand-and-gravel aquifer wellfield and associated infrastructure to bring inland groundwater to serve coastal utilities in Santa Rosa County.	$9,588,500	18[2]
Surface Water Supply Development	Development of alternative surface water supply source, storage system, conveyance, and conjunctive use.	TBD	10[3]
Water Reuse Facilities	Assist utilities and local governments in the development of reclaimed water to achieve potable water offset.	TBD	5
Water Supply Management Projects	Development of conveyance and interconnection facilities, facilitating development of alternative water supplies.	$41,200,000	N/A

[1] Represents new inland wellfield pumping capacity; total pumping capacity approximately 28 mgd.
[2] Represents total estimated capacity of the inland wellfield region. Approximately 8 mgd currently permitted.
[3] Okaloosa County pursuing development of Shoal River surface water source; represents preliminary estimate.

Major completed water supply development projects include construction of inland groundwater wells, transmission pipelines, and associated facilities serving coastal utilities in all three counties. These include the inland sand-and-gravel aquifer wellfield in Santa Rosa County, inland Floridan aquifer wells and transmission facilities in Okaloosa County, and inland Floridan aquifer wellfield and transmission facilities in Walton County.

To date, Region II water supply development projects have made approximately 21 mgd of water available, including 13 mgd from the inland Floridan aquifer and 8 mgd from the inland sand-and-gravel aquifer. The District maintains efforts to make additional water supplies available to meet future needs, particularly focusing on reclaimed water. These water supplies, together with traditional water supply sources, are anticipated to be sufficient to meet demands through 2035 under both normal and 1-in-10 year drought conditions and to avoid the adverse effects of competition for water supplies.

Additionally, $312,999 in funding was awarded for four projects in Region II during FY 2016-2017 through the District's water supply development grant program. These projects include improving the reliability and capacity of potable water supply systems through waterline replacements (City of DeFuniak Springs and the City of Laurel Hill) and completing a preliminary engineering report

(Berrydale Water System, Santa Rosa County). Additionally, funding will assist the City of Freeport complete a US-331 Corridor Utilities Planning Study. See Appendix A, Table 5.9 for more information.

Funding Summary: Region II Water Supply Development Projects

Table 5.4 displays past year expenditures, current year budget, and anticipated future expenditures for water supply development within Region II.

Table 5.4 2018-2022 Region II Water Supply Development Project Funding

Water Supply Development Projects	Budget Activity	FY 15-16 Expen-ditures[1]	Anticipated Five Year Work Program					FY17-FY21 Cost Estimate
			FY 16-17 Budget[2]	FY 17-18	FY 18-19	FY 19-20	FY 20-21	
Inland Floridan Aquifer Alternative Water Supply	2.2.2	$0	$1,260,000	$40,000	$0	$0	$0	$1,300,000
Inland Sand-and-gravel aquifer Alternative Water Supply	2.2.2	$0	$42,302	$0	$0	$0	$0	$42,302
Surface Water Supply Development	2.2.2	$0	$0	$0	$0	$0	$0	$0
Water Reuse Facilities	2.2.2	$15,682	$170,535	$0	$0	$0	$0	$170,535
Water Supply Management Projects	2.2.2	$24,354	$151,778	$297,019	$4,500	$4,500	$4,500	$462,297
TOTAL		$40,036	$1,624,615	$337,019	$4,500	$4,500	$4,500	$1,975,134

[1]Final unaudited costs for fiscal year.

[2]FY 2017-2018 figures based on adopted budget.

The budget for FY 2017-2018 reflects completion of several previously-awarded and multi-year water supply development grant projects with local governments and utilities in Region II. Funding for these projects, as well as planning and staff support, is reflected in the table above under Water Supply Management Projects. The decrease in Water Reuse Facilities reflects a reduced scope of work for the City of Fort Walton Beach reuse project.

Overall, the decrease in budgeted funds for Water Supply Development projects reflects the completion of the grant program to local governments, based upon spending down of District reserve funds, and does not reflect the need for water supply development activities across Santa Rosa, Okaloosa and Walton counties. Upon completion of projects, staff will continue to work with utilities and local governments on water supply development activities.

Region III: Bay County

The RWSP for Region III (Figure 3) was developed initially in 2008 and updated in 2013 (NWFWMD 2008; Brooks et al. 2014). The plan describes concerns about the long-term sustainability of water supply resources within the region and presents strategies to increase source reliability and minimize the vulnerability of Deer Point Lake Reservoir, the region's primary public supply source, to a major hurricane storm surge. Pursuant to the RWSP, the NWFWMD provided over $5 million in grant funding to Bay County for a $23 million project to develop an alternate intake at the lower end of Econfina Creek, the primary tributary of the reservoir. The completion of this project has increased the resiliency of Deer Point Lake Reservoir to withstand storm surge impacts while providing safe drinking water to nearly all the county.

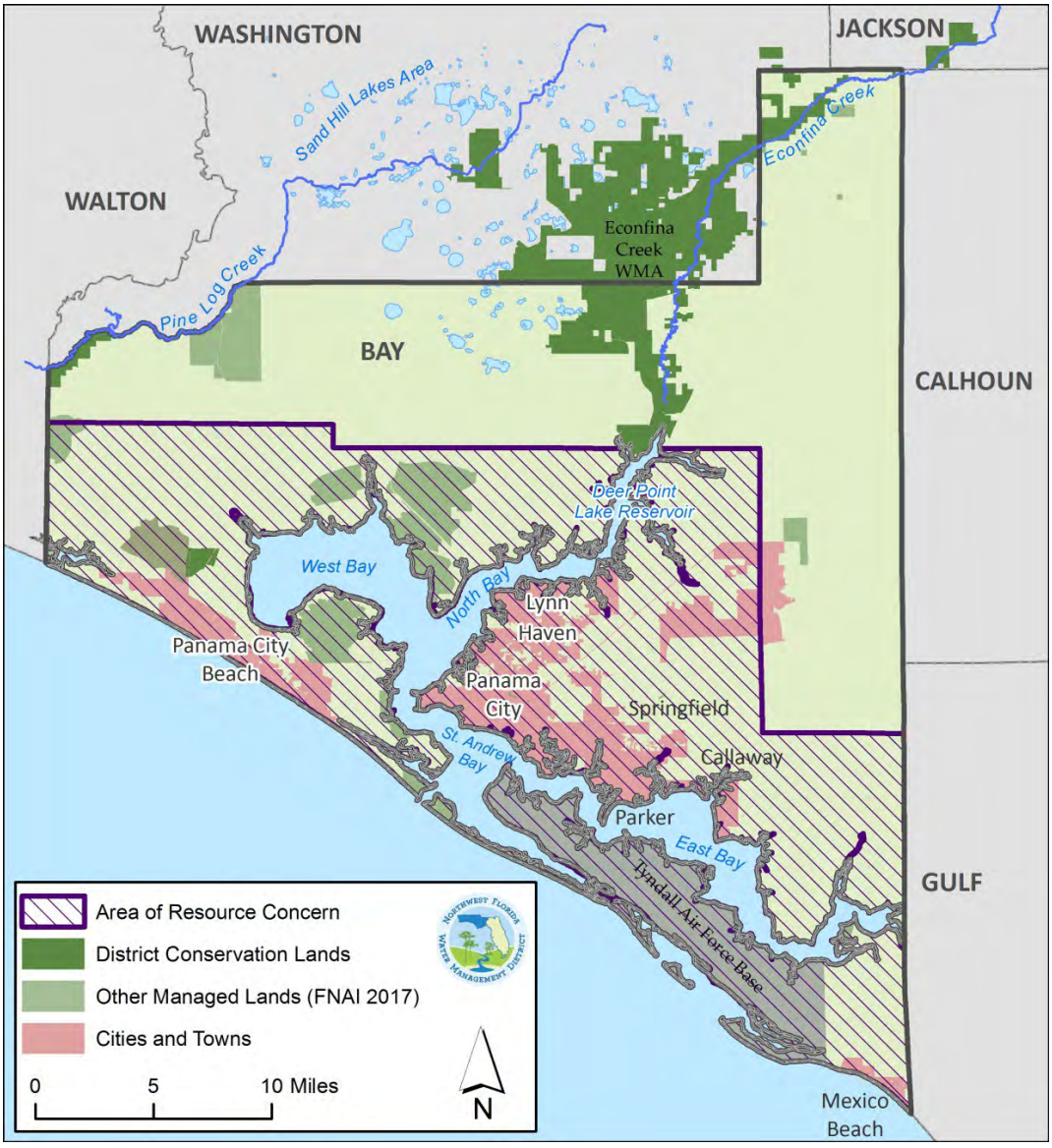

Figure 5.3 Water Supply Planning Region III

The 2013 WSA Update showed that public supply and industrial-commercial-institutional (ICI) water use together comprised approximately 72 percent of the water use in 2010, accounting for 38 percent and 34 percent respectively (Countryman el al. 2014). The report concluded existing and reasonably anticipated surface water supplies are adequate to meet projected regional demands through 2035, although the reservoir was vulnerable to salt water intrusion from storm surge associated with hurricanes or tropical storms.

Region III Water Resource Development

The Region III RWSP update includes five water resource development strategies. These are summarized in Table 5.5. Descriptions of the strategies and progress to date follow.

Table 5.5 Region III Water Resource Development Projects

Project	Activity	Water Identified (mgd)
Econfina Creek and Groundwater Recharge Area Protection	Land protection and management of the Econfina Creek WMA, a regionally significant groundwater recharge area.	N/A
Hydrologic and Water Quality Data Collection and Analysis	Hydrologic data collection, monitoring, analysis, and modeling to identify baseline conditions and trends, evaluate current and potential water supply sources, and sustainably manage withdrawals.	N/A
Water Reuse Funding and Technical Assistance	Assistance to local governments and utilities in developing reclaimed water uses to extend potable water supplies and improve water quality of St. Andrew Bay.	5
Water Conservation Funding and Technical Assistance	Assistance to local governments and utilities in enhancing water conservation and efficiency efforts.	TBD
Regional Water Supply Planning, Coordination, and Technical Assistance	Technical assistance, support for utility interconnections, and development and update of the regional water supply plan.	N/A

Additional water supplies that could potentially be made available include water reuse and quantifiable conservation efforts. The District supports efforts to help facilitate and provide technical assistance to local governments and utilities on water reuse and conservation projects.

Econfina Creek and Groundwater Recharge Area Protection

The District's Land Acquisition and Management Division manages more than 43,000 acres in the Econfina Creek Water Management Area (WMA) to protect a regionally significant groundwater recharge area and other water resources while also providing public access and a resource for compatible public use and recreation. Land management activities include habitat enhancement, restoration, and development and maintenance of public access facilities. Acquisitions of inholdings and additions may be planned in the future depending on funding availability.

In FY 2016-2017, a shoreline restoration project at the James Tract along Econfina Creek was completed (parcel acquired in FY 2015-2016). Construction of spring restoration and public access improvements at Devil's Hole Spring began in August 2017 and due to project delays, will be completed

in early FY 2017-2018. Work continued on an acquisition of a major conservation easement to purchase up to 942 acres along Econfina Creek and adjacent to Gainer Springs, a first magnitude springs group in northern Bay County.

For FY 2017-2018, legislative appropriations for springs restoration and protection were again awarded to the District toward two projects in the Econfina WMA. Additional funding was provided for the Econfina Blue Spring Camp Improvements project, for a new project total of $500,000 to reduce erosion and sedimentation while making public access improvements. Additionally, $1,000,000 was provided for the purchase of approximately 200 acres near Gainer Spring.

Hydrologic and Water Quality Data Collection

This project provides the water resource data collection, analysis, and modeling needed for characterizing conditions and evaluating current and potential water supply sources. The project also incorporates long-term monitoring as needed to help ensure future withdrawals are managed to protect water resources and associated natural systems.

In cooperation with Bay County, the District maintains data collection stations for the Deer Point Lake Watershed Hydrologic Monitoring program. This effort includes operation of stream stage/discharge and rainfall monitoring stations that provide a continuous record of precipitation and surface water flows during both dry weather and storm conditions. The District operates additional groundwater level, stream flow, and lake level monitoring sites intended to characterize water resource conditions and trends within the region.

In FY 2016-2017, data collection continued at five groundwater monitor wells in the Econfina Creek springs complex groundwater contribution area instrumented for continuous Floridan aquifer water level monitoring. This monitoring will be combined with discrete discharge measurements collected at individual springs to assist with development of the Econfina Creek and Spring Complex MFL. This monitoring will continue through FY 2017- 2018.

Water Reuse

District staff work with utilities and local governments to identify opportunities for expanded water reuse to meet non-potable water needs, as well as feasible funding sources and strategies. As of 2016, five reuse applications associated with two reuse systems in Region III were permitted for public access reclaimed water, producing an estimated 2.93 mgd for public access reuse (DEP 2017). These facilities supported landscape irrigation for approximately 1,492 residences, one golf course, four parks, and three schools.

In FY 2015-2016, the District began working with utilities in Region III on a project to determine the feasibility of reclaimed water to serve the needs of Gulf Power's Lansing Smith Generator Plant near Southport. This project has the potential to reduce wastewater discharges to St. Andrew Bay, to eliminate brackish surface water withdrawals for power generation, and to position utilities to better meet future reclaimed water demand. In FY 2016-2017, the District entered into contract with Bay County providing $500,000 in grant funding to construct Phase I of the project.

Future water reuse projects may include assessments matching reclaimed water generators with users, feasibility studies, pilot projects, and demonstration projects. Projects of highest priority are those that offset and reduce the consumption of potable quality water, as well as those that protect natural systems and achieve integrated water resource management. In FY 2017-2018, a project with the City

of Panama City Beach to expand reclaimed water for a new sports complex near Breakfast Point is planned. The District will contribute $50,000 toward design of the project. Additionally, in reuse information for the District will be updated annually.

Water Conservation

This project supports conservation and efficiency programs, practices, and measures on the part of local governments and utilities. Water conservation serves the public interest by enhancing efficiency, reducing costs to the public, and limiting impacts to natural resources. Limited staff time was spent on conservation activities in FY 2016-2017, mainly focusing on quarterly coordination with water management districts. Staff will continue to maintain efforts with other water management districts, local governments, and utilities to further improve water use efficiency for public supply and other water use categories.

Regional Water Supply Planning

This project includes funding for the District to manage implementation of the Region III RWSP. The work involves coordinating and tracking projects and programs, completing administrative tasks related to plan implementation, and fulfilling statutory reporting requirements. This project also provides for technical assistance to local governments and water suppliers, educational and outreach materials and programs within the region, and other related activities.

In FY 2016-2017, District staff reviewed the FSAID reports, developed by DACS, and provided additional planning and technical assistance for future updates. Staff also continued an update to the water supply assessment, including completing draft estimates and projections of water use. Completion of the WSA Update is planned to be completed in FY 2017-2018.

Funding Summary: Region III Water Resource Development Projects

Table 5.6 displays past year expenditures, current year budget, and anticipated future expenditures for water resource development within Region III.

Table 5.6 2018-2022 Region III Water Resource Development Project Funding

Water Resource Development Projects	Budget Activity	FY 16-17 Expen-ditures[1]	Anticipated Five Year Work Program					FY18-FY22 Cost Estimate
			FY 17-18 Budget[2]	FY 18-19	FY 19-20	FY 20-21	FY 21-22	
Econfina Creek & Groundwater Recharge Area Protection	2.1.0 2.5.0 2.6.0 3.1.0	$734,609	$8,921,900	$2,100,000	TBD	TBD	TBD	$11,021,900
Hydrologic & Water Quality Data Collection and Analysis	1.1.2 1.2.0 2.2.1	$45,355	$311,100	$265,000	TBD	TBD	TBD	$576,100
Water Reuse Funding and Technical Assistance	2.2.1	$15,302	$576,900	$15,000	TBD	TBD	TBD	$591,900
Water Conservation Funding and Technical Assistance	1.1.1 2.2.1	$2,760	$4,100	$3,000	TBD	TBD	TBD	$7,100
Regional Water Supply Planning, Coordination, and Technical Assistance	1.1.1	$8,036	$13,000	$8,000	TBD	TBD	TBD	$21,000
TOTAL		$806,062	$9,827,000	$2,391,000	$0	$0	$0	$12,218,000

[1]Final unaudited costs for fiscal year.
[2]FY 2017-2018 figures based on adopted budget.
[3]Funding in future years will be budgeted based on RWSP determination to be made in FY 2018-2019.

The FY 2017-2018 budget reflects a substantial increase in expenditures due to continuation and the addition of new spring restoration projects in the Econfina Creek and Groundwater Recharge Area Protection project. The increase also reflects carry forward of a Water Reuse grant project with Bay County ($500,000) and a new reuse water project with Panama City Beach. The spring restoration projects include carry forward of the Gainer Springs land acquisition ($6 million) on Econfina Creek as well as restoration improvements at Devil's Hole Spring, and Econfina Blue Spring within the Econfina WMA. Additional funding for the Econfina Blue Spring restoration project and $1 million in new funding for land acquisition are also included.

Other increases for FY 2017-2018 include Hydrologic and Water Quality Data Collection efforts for the Econfina Creek and Springs Complex MFL.

Region III Water Supply Development

Water supply development strategies identified in the Region III RWSP Update are listed in Table 7.

Table 5.7 Region III Water Supply Development Projects

Project	Activity	Estimated Cost	Water Made Available or Anticipated (mgd)
Development of Upstream Intake for Surface Water Supply	Develop an alternative raw water pump station near the mouth of Econfina Creek and nine-mile force main to tie in with existing raw water main.	$23,425,000[1]	30[2]
Water Reuse	Construction of water reuse facilities to provide reclaimed water for landscape irrigation and other non-potable uses.	TBD	5
Utility Interconnections	Assist with delivery system interconnections and facility improvements. Specifically includes potential 48" pipeline emergency interconnect between southern Bay and Walton counties.	$25,700,000	N/A
Water Conservation	Implementation of water conservation and efficiency programs and practices by local utilities.	TBD	TBD

[1] Final cost.
[2] Capacity of alternate raw water intake.

Bay County completed the development of an upstream intake for Deer Point Lake Reservoir in June 2015. The Deer Point Lake Reservoir is anticipated to be sufficient to meet demands through 2035 under both normal and 1- in-10 year drought conditions and to avoid the adverse effects of competition for water supplies.

During FY 2016-2017, an agreement with Bay County was executed for the collaborative reclaimed water project with Gulf Power in the North Bay area (see Water Resource Development section). Staff also continued to collaborate with other utilities on increasing or enhancing reclaimed water and conservation projects. The Governing Board awarded one water supply grant project for $49,825 to the City of Lynn Haven for water line improvements in November 2016 (Appendix A, Table 9). Project construction was substantially completed by September 2017 and the project was completed in November 2017.

Funding Summary: Region III Water Supply Development Projects

Table 5.8 displays past year expenditures, current year budget, and anticipated future expenditures for water supply development within Region III.

Table 5.8 2018-2022 Region III Water Supply Development Project Funding

Water Supply Development Projects	Budget Activity	FY 16-17 Expen-ditures[1]	Anticipated Five Year Work Program					FY18-FY22 Cost Estimate
			FY 17-18 Budget[2]	FY 18-19	FY 19-20[3]	FY 20-21	FY 21-22	
Development of Upstream Intake for Surface Water Supply[4]	2.2.2	$0	$0	$0	$0	TBD	TBD	$0
Water Reuse	2.2.2	$0	$0	$0	$0	TBD	TBD	$0
Utility Interconnections	2.2.2	$0	$0	$0	$0	TBD	TBD	$0
Water Conservation	2.2.2	$4,871	$53,181	$3,600	$0	TBD	TBD	$56,781
TOTAL		**$4,871**	**$53,181**	**$3,600**	**TBD**	**TBD**	**TBD**	**$56,781**

[1]Final unaudited costs for fiscal year.
[2]FY 2017-2018 figures based on adopted budget.
[3]Funding in future years will be budgeted based on RWSP determination to be made in FY 2018-2019.
[4]Project completed during FY 2014-2015.

The FY 2017-2018 budget consists of funding for one water supply development project with the City of Lynn Haven. This project, as well as planning and staff support, is reflected in table above in the Water Conservation project. The decrease in budgeted funds for Water Supply Development projects reflects the completion of the grant program to local governments, based upon spending down of District reserve funds, and does not reflect the need for water supply development activities in Bay County. Upon completion of this grant project, staff will continue to work with utilities and local governments in Bay County on water supply development activities.

Districtwide Initiatives

Water Supply Development Grant Initiative

The District continues to implement previously approved water supply development funding assistance for local governments and utilities. Since FY 2013-2014, the Governing Board has approved 70 projects totaling nearly $21.6 million for the water supply development assistance grant program. As all available funds have now been encumbered, no grant cycles are planned for this or future fiscal years.

Water Reuse

District staff continue to develop approaches for integrated planning of water and wastewater resources. In FY 2016-2017, staff maintained geographic information system (GIS) data and facility information associated with wastewater treatment plants and effluent disposition, focusing on opportunities for water reuse. Staff will maintain efforts to develop a Districtwide water reuse evaluation for understanding opportunities and costs for expanding reuse potential. Assisting utilities and local governments in developing beneficial reuse projects will remain a priority, with implementation depending on future funding availability.

Agricultural Best Management Practices Cost Share Program

Significant efforts are underway to enhance agricultural water use efficiency and to support implementation of associated water quality best management practices (BMPs), targeted primarily for the Jackson Blue Spring basin of the Apalachicola River watershed. Through FY 2016-2017, the District has received $3,239,500 of spring restoration funding for these activities. The District provides a 75 percent cost-share to help producers retrofit center pivot irrigation systems and to implement more efficient nutrient and water application systems. Together with the Northwest Florida Mobile Irrigation Laboratory, these efforts are expected to significantly enhance efficient use of both water and nutrients within the spring basin. As of June 2016, 89 percent of the available cost- share funds were under contract or distributed to producers for implementation of BMPs. An additional $1.5 million in legislatively-approved funding to sustain this effort was awarded and is budgeted for FY 2017-2018.

Well Abandonment

The District continues its program to properly plug abandoned or contaminated wells. Well abandonments typically considered for financial assistance from the District include: projects for financially constrained public water systems; wells located within water resource caution areas; and wells within areas identified under Chapter 62-524, Florida Administrative Code (F.A.C.) (Escambia, Santa Rosa, Jackson, and Leon counties). Other projects not meeting the previously listed criteria can also be considered, as appropriate. The program currently pays up to 50 percent of costs to plug and abandon eligible wells. During FY 2016-2017, approximately 900 permits were issued to plug wells districtwide at no cost to the District other than staff time. The District worked with Escambia County for the proper abandonment of four deep monitor wells, providing $4,240 to assist with the abandonment of these wells. The District also provides funding assistance for the abandonment of a domestic well in the groundwater contamination areas in Jackson County.

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Appendix A. Water Supply Development Projects in Regions II and III

Table 5.9 presents additional water supply development assistance and alternative water supply development projects funded in regions II and III since FY 2013-2014. These projects are included in this report to demonstrate how complementary programs and activities, including regional water supply planning, water resource development, alternative water supply development, and water supply development assistance work together to ensure sustainable long-term water supplies.

Table 5.9 Water Supply Development Assistance Projects in Regions II and III

Project	Local Sponsor	Project Type	Region	Activity	Status	Completion	NWFWMD Contribution	District Funding Source*
Chumuckla Water System Upgrades	Chumuckla Water System	Water Supply	II	Well and SCADA upgrade; equipment acquisition for water line improvements	Complete	FY 2014-2015	$100,721	District General Fund
Highway 285 Reclaimed Water Main Upgrade	City of Niceville	Reuse	II	Replacement and upgrade of reuse lines to increase capacity	Complete	FY 2014-2015	$95,923	District General Fund
Santa Rosa Soccer and Horse Complex Reclaimed Water Extension	Pace Water System, Inc.	Reuse	II	Reuse transmission main construction	Complete	FY 2014-2015	$160,000	District General Fund
Water Main Replacement	City of DeFuniak Springs	Water Supply	II	Replacement of asbestos cement water main; installation of additional hydrants	Complete	FY 2015-2016	$473,750	District General Fund
Town of Jay Asbestos Water main Replacement	Town of Jay	Water Supply	II	Replacement of asbestos cement water main	Complete	FY 2015-2016	$687,024	District General Fund
West Destin Water Supply Analysis	Destin Water Users	Water Supply	II	Develop system model to analyze water system improvements throughout the western and northern service area	Complete	FY 2015-2016	$40,000	District General Fund
U.S. Hwy 98 Water Line Extension Phase VI	Regional Utilities (FCSC of Walton County)	Water Supply	II	Phase IV of major upgrade of potable water transmission lines along the U.S. Highway 98 corridor	Complete	FY 2015-2016	$487,620	District General Fund
Holt-Baker Interconnection	Holt Water Works, Inc.	Water Supply	II	Construct a 1,100 LF 6” interconnection with Baker Water System, Inc.	Complete	FY 2015-2016	$8,700	District General Fund
Golf Course Re-Use Line Replacement	Holley-Navarre Water System, Inc.	Reuse	II	Increase size of reclaimed water line serving the Hidden Creek Golf Course and surrounding neighborhood	Complete	FY 2015-2016	$295,000	District General Fund
South Santa Rosa Utility System Reclaimed Water Elevated Storage Tank	City of Gulf Breeze	Reuse	II	Construction of a 300,000 gallon elevated reclaimed water storage tank	Complete	FY 2016-2017	$345,500	District General Fund
Waterline Loop System	Town of Jay	Water Supply	II	Construction of a looped water system to reduce water loss	Complete	FY 2016-2017	$173,563	District General Fund

Project	Local Sponsor	Project Type	Region	Activity	Status	Completion	NWFWMD Contribution	District Funding Source*
Well No. 7 and Transmission Line	Fairpoint Regional Utility System	Water Supply	II	Design, permitting, and administration for future new well, treatment facility, and water transmission line	Close-out	FY 2016-2017	$123,947	District General Fund
Reclaimed Water System Improvements	City of Fort Walton Beach	Reuse	II	Design, engineering, and demolition preparation to provide reclaimed water to cemetery and athletic complex	In progress	FY 2017-2018	$87,500	District General Fund
Mid-County Tank #4	Okaloosa County Water and Sewer	Water Supply	II	Construction of 1 MG elevated water tank for northern wellfield	Construction	FY 2017-2018	$1,250,000	District General Fund
Water Production Wells	Moore Creek Mount Carmel Utilities	Water Supply	II	Construction of 1 MG elevated water tank for northern wellfield	Design/ Permitting	FY 2016-2017	$151,020	District General Fund
Nokuse Well Field Expansion	Regional Utilities (FCSC of Walton County)	Water Supply	II	Construction of two inland potable water production wells	Complete	FY 2016-2017	$245,149	District General Fund
Reclaimed Water Feasibility	City of Mary Esther	Reuse	II	Planning and feasibility study evaluating reclaimed water reuse program and partnership with Fort Walton Beach	In progress	FY 2017-2018	$100,000	District General Fund
Millside Road Waterline Loop	City of Laurel Hill	Water Supply	II	Install 5,100 LF of 6” water main and two fire hydrants	Design/ Permitting	FY 2018-2019	$134,863	District General Fund
Dixonville Area Preliminary Engineering Report	Berrydale Water System	Water Supply	II	Completion of a preliminary engineering report that will be the basis for a capital improvement plan	In progress	FY 2018-2019	$35,000	District General Fund
Red Eye and Widner Circle Waterline Loop	City of DeFuniak Springs	Water Supply	II	Install 3,200 LF of6” water main, provide looped system and fire protection	Design/ Permitting	FY 2018-2019	$93,136	District General Fund
US-331 Corridor Utilities Planning Study	City of Freeport	Water Supply	II	Engineering, hydraulic modeling, and surveying of major water system improvements along US- 331.	In progress	FY 2018-2019	$50,000	District General Fund
Alternative Inland Pump Station	Bay County	Alternative Water Supply	III	Construction of alternative surface water intake for the Deer Point Lake Reservoir	Complete	FY 2014-2015	$5,470,000	WPSPTF
Water System Improvements – Gate Valve Replacement	City of Parker	Water Supply	III	Replace the City’s 30 non- functioning gate valves	Complete	FY 2015-2016	$271,481	District General Fund

Project	Local Sponsor	Project Type	Region	Activity	Status	Completion	NWFWMD Contribution	District Funding Source*
Water System Improvements 2015	City of Springfield	Water Supply	III	Install 6,300 LF of 6" to 8" water line	Complete	FY 2015-2016	$499,192	District General Fund
Highway 2297 Bridge Water Line Relocation	City of Callaway	Water Supply	III	Relocate and replace water main serving Laird Bayou	Complete	FY 2015-2016	$168,374	District General Fund
9th Street Water main Replacement	City of Lynn Haven	Water Supply	III	Replace water line serving an elementary school and add fire protection capacity	Construction	FY 2017-2018	$49,825	District General Fund
PCB Parkway Reuse System Extension	City of Panama City Beach	Reuse	III	Design and engineering to support expansion of reclaimed water system to new sports complex	In progress	FY 2017-2018	$50,000	LATF
				TOTAL	**27**		**$11,647,288**	

* WPSPTF = Water Protection and Sustainability Program Trust Fund (See Section 403.891, F.S.)
LATF = Land Acquisition Trust Fund (See Section 375.041, F.S.)

Appendix B. BMAP and Recovery and Prevention Strategies in Regions II and III

In 2016, the Florida legislature amended section 373.036, F.S. relating to information required in the Consolidated Annual Report and potentially the Five-Year Water Resource Development Work Program. To meet the statutory intent of these changes, as well as to ensure consistency with the other water management districts, this appendix has been added to describe the Basin Management Action Plan (BMAP) projects and minimum flows and minimum water levels (MFLs) recovery and prevention strategy projects.

Basin Management Action Plans (BMAPs) have been adopted for three areas within the District: Bayou Chico in Escambia County; the Upper Wakulla River and Wakulla Springs basin in portions of Wakulla, Leon, and Gadsden counties; and the Jackson Blue Spring and Merritts Mill Pond basin in Jackson County. As none of these BMAPs are within Regional Water Supply Planning regions II or III, there are no BMAP projects to include in this five-year work plan update.

The District is currently working to develop MFLs for several waterbodies, including three Outstanding Florida Springs located in northwest Florida. The technical assessment of the first MFL, St. Marks River Rise, will be completed in 2018. Work on development of an MFL for the Floridan aquifer in coastal Planning Region II is underway, with the technical assessment scheduled to be completed by 2020. The Shoal River system MFL, also in Region II, was initiated in FY 2016-2017, with the technical assessment completed in 2023. In Region III, there are three MFL waterbodies on the current approved priority list with work initiation dates in future years: Econfina Creek and Spring complex (2019); Deer Point Lake (2020); and the Floridan aquifer in coastal Bay County (2021).

With no MFLs adopted to date, there are no recovery and prevention strategy projects to include in this five-year work plan update.

Consolidated Annual Report
Chapter 6

Florida Forever Water Management District Work Plan Annual Report

Florida Forever Water Management District Work Plan
Annual Report

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Chapter 6. Florida Forever Water Management District Work Plan Annual Report

Introduction

Section 373.199(7), F.S. requires the Northwest Florida Water Management District (District) to annually update the Florida Forever Five-Year Work Plan. The 17th annual update of the plan contains information on projects eligible to receive funding under the Florida Forever Act and Land Acquisition Trust Fund and also reports on land management activities, surplus lands or exchanged and the progress of funding, staffing and resource management of projects for which the District is responsible. This plan also applies to land acquisition funds deposited into the Land Acquisition Trust Fund pursuant to s.28(a), Art. X of the State Constitution.

Florida Forever Program

In 1999, the Florida Legislature passed the Florida Forever Act (section 259.105, F.S.) which has continued the state's long-term commitment to environmental land acquisition, restoration of degraded natural areas, and high-quality outdoor recreation opportunities.

While previous programs focused almost exclusively on the acquisition of environmentally sensitive lands, the Florida Forever program is somewhat different in that it authorizes the use of up to half of the program funding for certain types of capital improvement projects. Eligible uses of these funds include water resource development, stormwater management projects, water body restoration, recreation facilities, public access improvements, and removing invasive plants, among others. The remaining 50 percent must be spent on land acquisition and the table below illustrates actual expenditures for land acquisition using Florida Forever funding.

Table 6.1 Land Acquisition Expenditures by Water Management Area

Water Management Area	Acres	Dollars Expended
Perdido River	6,044	$13,535,865
Escambia River	697	$ 1,231,692
Yellow River	205	$ 630,046
Choctawhatchee River	4,269	$ 6,162,350
Econfina Creek	3,663	$ 7,977,220
Apalachicola River	1,912	$ 3,981,132
Chipola River	2,440	$ 5,922,785
St. Marks River	830	$ 1,862,050
Ochlockonee River	1,529	$ 1,951,197

Since the inception of the District's land acquisition program, the goal has been to protect the floodplain of our major rivers and creeks. To date, more than 223,553 acres have been protected for water resource purposes through the land acquisition efforts of the District either in fee simple or through conservation easements.

Acquisition Planning

The District employs a watershed approach to select and prioritize the water resources and natural systems within the springsheds and major river basins of northwest Florida. Primary among the

considerations in this process are how specific floodplain or buffer areas help satisfy the District's water resources and natural system protection objectives; the availability of funds; the seller's willingness; how different areas fit into the District's land management strategy; and the size, accessibility, and overall condition of each property. Recommendations from interest groups, landowners, local governments, agency representatives, and other interested parties are given full consideration in the acquisition process.

Subject to receiving funding, the District's acquisition efforts this year will focus on the purchase of fee simple or less than fee simple (Conservation Easements) projects that protect the quality and quantity of water that flows into and out of springs. The District's acquisition efforts will focus on acquiring fee or less than fee simple interest in properties located within the Jackson Blue, Econfina and Wakulla Springs Groundwater Contribution Areas. Existing WMAs include the Perdido River, Escambia River, Blackwater River, Yellow River, Garcon Point, Choctawhatchee River/Holmes Creek, Econfina Creek, Chipola River, and Apalachicola River.

In developing the annual update, District staff shall review projects proposed by DEP's Division of State Lands in order to minimize redundancy and facilitate an efficient and mutually supportive land acquisition effort.

Approved Acquisition Areas

The approved acquisition areas listed below are not presented on a priority basis. For each of these water bodies, it is desirable to acquire both the floodplain and a natural buffer zone to provide further water resource protection.

Table 6.2 Approved Acquisition Areas

Rivers & Creeks Originating In Florida	Rivers and Creeks Originating Outside Florida	Springs	Lakes & Ponds	Other Ecosystems, Basins and Buffers
Wakulla River	Apalachicola River	St. Marks River near Natural Bridge	Lake Jackson	Southwest Escambia County Ecosystem
St. Marks River	Lower Apalachicola River Wetland	Spring Lake Spring Group Area	Sand Hill Lakes	Garcon Point Ecosystem
Econfina Creek and other Tributaries of Deer Point Lake	Chipola River	Bosel Springs Chipola River Springs Waddell Springs		West Bay Buffer
Lafayette Creek	Choctawhatchee River including Holmes Creek	Cypress Spring		Sandy Creek Basin
	Escambia River	Hays Springs		Apalachicola Bay and St. Vincent Sound Buffer
	Blackwater River including Juniper, Big Coldwater and Coldwater creeks	Econfina Springs		
	Ochlockonee River and its major tributaries	Jackson Blue Spring		
	Yellow and Shoal Rivers	Wakulla Spring		
	Perdido River and Bay			

Groundwater Recharge Areas

Such lands may be designated by the District as Recharge Areas for the Floridan, Sand-and-Gravel and other important aquifers and may be acquired in fee simple or less than fee simple.

Donated Lands

The District may accept donations of lands within its major acquisition areas if those lands are necessary for water management, water supply and the conservation and protection of land and water resources.

Exchange Lands

The District may exchange lands it has acquired under the Florida Forever program for other lands that qualify for acquisition under the program. The District's Governing Board establishes the terms and conditions it considers necessary to equalize values of the exchange properties. In all such exchanges, the District's goal will be to ensure that there is no net loss of wetland protection and that there is a net positive environmental benefit.

Mitigation Acquisitions

Under Florida law, unavoidable losses of natural wetlands or wetland functions require "mitigation" through the acquisition or restoration of other nearby wetlands. The District is often the recipient of such lands in the form of donations and also serves as the mitigation agent for the Florida Department of Transportation. Whenever possible, the District attempts to acquire mitigation lands contiguous to its existing ownership, but since proximity to the original wetland impact is often paramount, the District will on occasion acquire or manage isolated tracts at times.

Surplus

Chapter 373.089, F.S., allows the Governing Board of the District to sell (surplus) lands or interest or rights in lands to which the District has acquired title or to which it may hereafter acquire title. Any lands, or interests or rights in lands, determined by the Governing Board to be surplus may be sold by the District at any time for the highest price, but in no case shall the selling price be less than the appraised value.

Surplus Lands

District staff conducted an evaluation of all District lands to determine if there were any parcels appropriate for surplus. The parcels recommended for surplus were small, non-contiguous, isolated tracts or connected only on a corner. The following tracts were declared surplus by the District's Governing Board in 2013.

Table 6.3 District Surplus Lands

WMA	Acres	County	Acquired Date	Status
Choctawhatchee River	38	Walton	July 31, 1992	For Sale
Econfina Creek	8.39	Washington	December 19, 1997	For Sale
Escambia River	115	Escambia	April 26, 1994	For Sale

Note to Landowners

It is important to note the District's land acquisition process only involves willing sellers and is usually initiated by landowners offering parcels for sale.

This plan includes a number of areas the District has identified for potential purchase. If your property is included in any of our acquisition areas or maps and you do not desire to sell your land to the District, Florida Statutes require the District to remove your property from the acquisition plan at the earliest opportunity. Please contact the Division of Asset Management at (850) 539-5999 at any time if you wish to remove your property from possible purchase consideration. The District will maintain a list of such requests and annually adjust its acquisition plan accordingly.

Less Than Fee Methods of Land Protection

In less than fee purchases, the District attempts to acquire only those rights in property (i.e., development and land use conversion rights) that are needed to accomplish specific resource protection goals. Such less than fee methods can provide a number of public benefits. First, acquisition funding can be conserved, thereby enabling the protection of more land with limited funds. Also, the property continues in private ownership and thus may remain on local property tax rolls. Moreover, the District does not incur the long-term costs of land management since the property's management and maintenance remains the landowner's responsibility. Not all properties are suitable for less than fee acquisition, but the potential benefits make these kinds of transactions the preferred alternative to the District's typical fee-simple land purchases.

DEP Florida Forever Priority List

The Florida Forever Priority List can be found at:
http://publicfiles.dep.state.fl.us/DSL/OES/FloridaForeverAnnualRpts/FLDEP_DSL_OES_FloridaForeverAnnualReport2017_20170920.pdf

Florida Forever Goals and Numeric Performance Measures

As outlined in Chapter 18-24, F.A.C., the District is required to report on the goals and measures for lands to be acquired under the Florida Forever program. The following page summarizes the goals and measures applicable to Northwest Florida Water Management District.

Florida Forever Goals and Numeric Performance Measures

Reported as of October 1, 2017

Rule No. 18-24.0022

(2)(d)1. For proposed acquisitions, see section 5.1, (Florida Forever) Land Acquisition Five-Year Work Plan in the Consolidated Annual Report.

Acquisitions of lakes, wetlands, and floodplain areas to date = 187,112 Total acres
15,255 Florida Forever acres

(2)(d)2. Acquisitions for water resource development to date = 41,335 acres (incl. fee and less than fee)
3,663 Florida Forever acres
(Incl. fee and less-than-fee)

(2)(d)3. Acquisitions for groundwater recharge areas critical to springs, sinks, aquifers = 3.13 acres

(3)(a)2. Refer to section 5.2, (Florida Forever) Capital Improvement Work Plan of the Consolidated Annual Report for funded capital improvements identified in SWIM, stormwater, or restoration plans.

(3)(a)3. NWFWMD lands to be treated for upland invasive, exotic plants = <5,000 acres
The District has not conducted surveys to identify the spatial distribution of invasive exotic plant infestation on District lands. It is known that invasive plant problems exist at varying levels on some District lands, and staff treat with herbicide as needed.

(3)(b) New water to be made available through Florida Forever funding for water resource development -
Major water resource development accomplishment has been provided by additions to Econfina Creek Water Management Area (1992-2009). Additionally, Florida Forever funding has in the past contributed to the construction of a 750,000 gallon reuse storage facility for the City of Freeport to serve a 0.6 MGD reuse water service area (project completed in 2009). Funding for water supply development, including construction of water reuse facilities, is primarily provided through the Water Protection and Sustainability Program Trust Fund, NWFWMD General Fund, and local funding. See the NWFWMD Five-Year Water Resource Development Work Program report and Consolidated Annual Report.

(4)(a)1. NWFWMD lands that are in need of and are undergoing restoration, enhancement or management by the District.

In need of restoration, enhancement and management = 12,232 acres
Undergoing restoration or enhancement = 530 acres
Restoration completed = 22,489 acres
Restoration maintenance = 22,489 acres

(4)(a)3. Refer to section 5.2, (Florida Forever) Capital Improvement Work Plan of the Consolidated Annual Report for capital improvements identified in SWIM, stormwater, or restoration plans.

(4)(a)6. NWFWMD lands under upland invasive, exotic plant maintenance control = <10,000 acres

(4)(b) Refer to section 4.1, Five-Year Water Resource Development Work Program: FY 2017-2018 of the Consolidated Annual Report for quantity of new water made available through regional water supply plans.

(4)(c) See section 5.1, (Florida Forever) Land Acquisition Work Plan (Table 5.5) of the Consolidated Annual Report for resource-based recreation facilities by type.

Land Acquisition Projects

The Florida Forever Act, in particular section 373.199(3) F.S., identifies information that must be included for each Florida Forever Project. Some of the required information is relatively general and applicable to all projects. To reduce the redundancies of this plan, general information is provided separately as part of the District's Five-Year Plan for the Florida Forever Program. Specific land acquisition projects are individually identified and detailed information specific to the project is provided in the following pages.

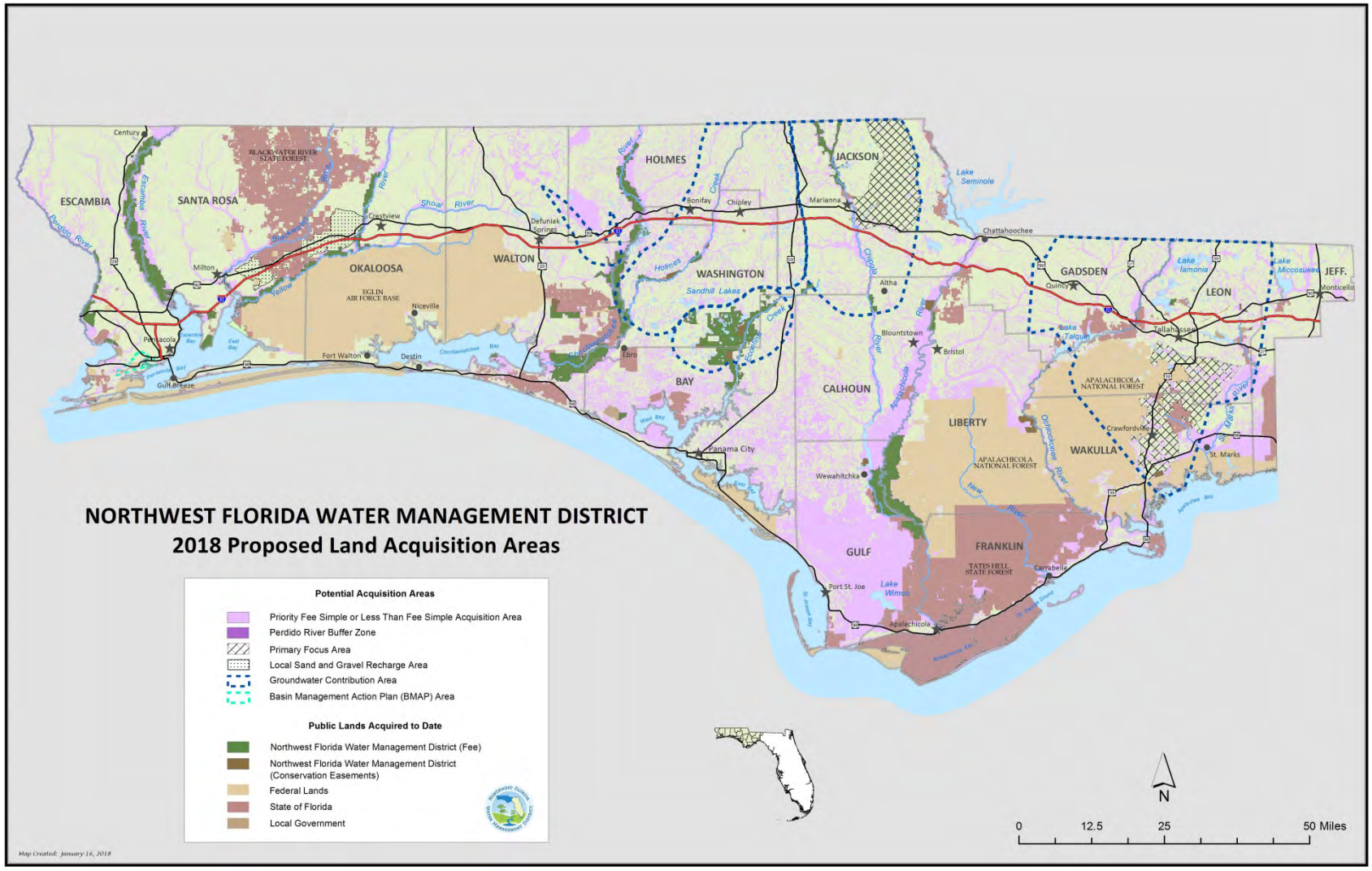

Figure 6.1 Proposed Land Acquisition Areas 2018

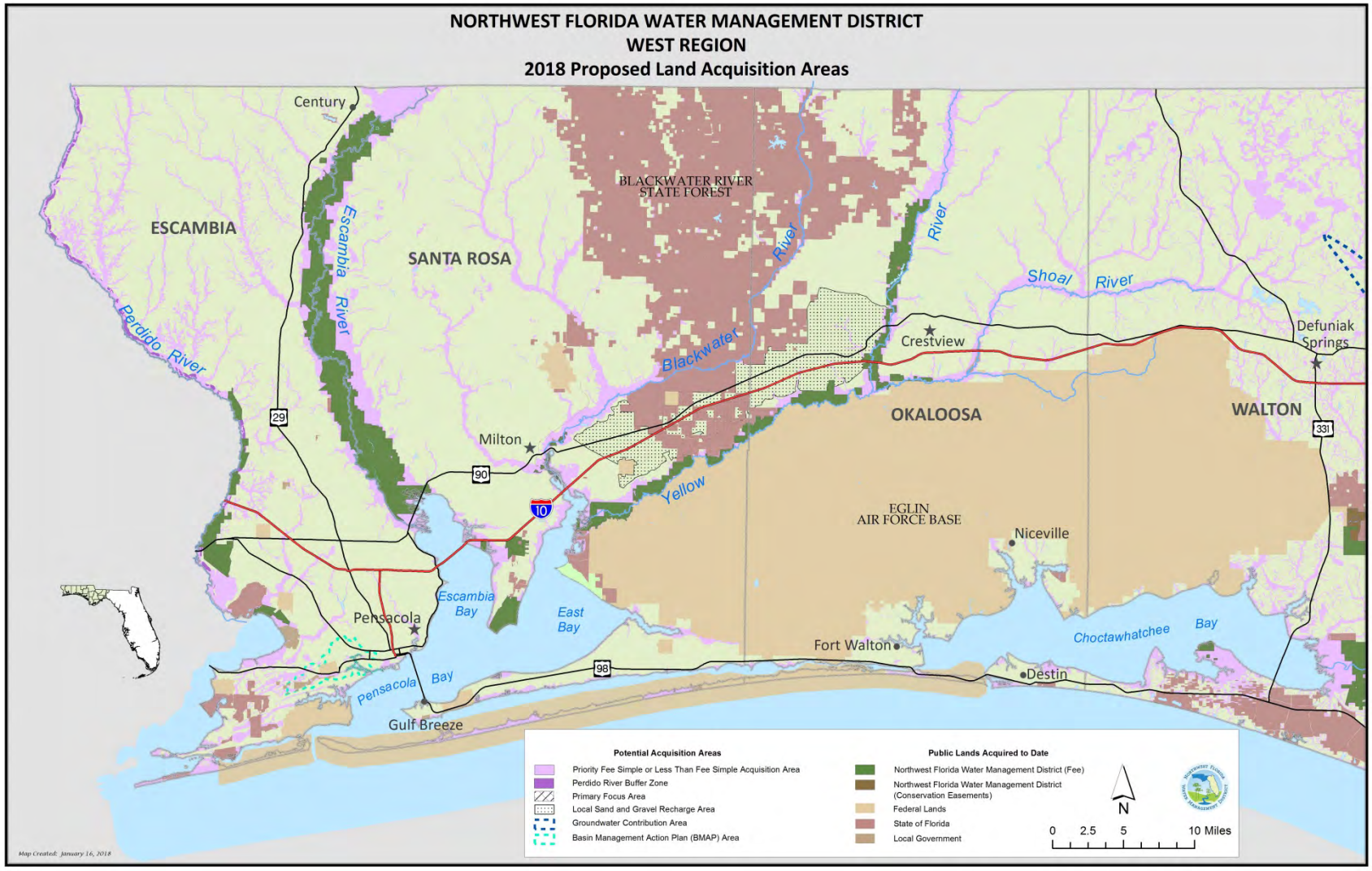

Figure 6.2 Proposed Land Acquisition Areas, 2018, West Region

FLORIDA FOREVER LAND ACQUISITION PROJECT

Perdido River and Bay Basin

The Perdido River serves as the state line, separating Florida from Alabama (see Figure 6.2). The Perdido River has been designated an Outstanding Florida Water and Special Water system; a canoe trail; and a recreation area. The upper part of the river is a shifting sand river system, unique to portions of Northwest Florida, south Alabama, southern Mississippi and eastern Louisiana, while the lower end of the river is characteristic of a blackwater stream. The District owns 6,261 acres in fee simple and 4 acres in less than fee between the Perdido River and Bay.

The project area is mostly undeveloped and contains a diverse list of species. Acquisition of any floodplain area along the Perdido River, whether in fee or less than fee, will significantly protect the water resources of the area as well as enhance water quality protection efforts for the Perdido Bay system.

Purchases within the Priority Fee Simple or Less than Fee Simple Acquisition Area will be concentrated on floodplain parcels along the river, around the river mouth, and designated tributaries.

The Perdido Bay is an estuarine system which receives fresh water from the Perdido River. Subsidiary embayments within the Perdido Bay estuary include Tarkiln Bay, Arnica Bay, Wolf Bay, Bayou La Launch and Bayou St. John. Perdido Key separates Perdido, Tarkiln, and Arnica bays, Bayou La Launch and Bayou St. John from the Gulf of Mexico. Big Lagoon adjoins Perdido Bay to the east, separating it from Pensacola Bay. Currently, the District owns 810.19 acres along Perdido Bay.

Purchases within the Priority Fee Simple or Less than Fee Simple Acquisition Area will be concentrated on floodplain parcels adjacent to the bay which can enhance water quality protection.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

Southwest Escambia County Ecosystem

Several major estuarine drainages including Jones Swamp, Bayou Grande, Big Lagoon, and Tarkiln Bay, intersect in southwest Escambia County (see Figure 6.2). These, in turn, comprise portions of the Pensacola and Perdido bay watersheds. The Priority Fee Simple or Less than Fee Simple Areas border a major urban area containing residential and commercial development.

Protecting the ecological integrity of this area is important to the quality of water resources in the Pensacola and Perdido bay systems. Acquisition will help limit nonpoint pollution and untreated stormwater runoff by preventing channelization. Wetlands and upland buffers will also be preserved, and riparian buffer zones will be maintained. Additionally, public access will be improved and fish, wildlife, and estuarine productivity will be protected.

This acquisition is consistent with a number of major initiatives designed to protect environmental and other public resources in the region. These include water quality treatment systems, acquisition programs for the Jones Swamp Wetland Preserve and the Perdido Pitcher Plant Prairie, and efforts to prevent encroachment on NAS Pensacola. Together with nearby state parks, these acquisitions will provide for a major environmental reserve and greenway system within a rapidly urbanizing area.

Basin Management Action Plan (BMAP) Area

Designated area has groundwater recharge potential.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

Escambia River Basin

Beginning at the confluence of the Conecuh River and Escambia Creek above the Florida-Alabama border and discharging into Escambia Bay, the Escambia River corridor (see Figure 6.2Figure 6.2) contains a rich diversity of plant and animal species, as well as many rare fish and waterfowl. The Escambia River basin is broad and well drained in the upper reaches, and swampy below Molino, Florida. While the overall water quality is considered good, many point and non-point pollution sources empty into the river. Currently, the District owns 35,413 acres in fee and 19 acres in less than fee along the river.

Purchases within the Priority Fee Simple or Less than Fee Simple Acquisition Area will be concentrated on floodplain parcels around the river mouth and designated tributaries.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

Garcon Point Ecosystem

The Priority Fee Simple or Less Than Fee Simple acquisition area contains a portion of the Garcon Point Peninsula, which borders Pensacola, Escambia, East and Blackwater bays (see Figure 6.2). The project area is largely undeveloped and includes a variety of natural communities that are in good to excellent condition. The entire tract provides considerable protection to the water quality of the surrounding estuary, as well as harboring a number of rare and endangered species.

The emergent estuarine marsh that borders several miles of shoreline within the project is an important source of organic detritus and nutrients and serves as a nursery for many of the species found in Pensacola Bay. These wetlands function as stormwater filtration and a storm buffer area, as well as providing erosion controls to the neighboring uplands. A minimum of 13 endangered or threatened species are known to live in the region including the recently listed federally endangered reticulated flatwoods salamander. The northern wet prairie portion is known to be an outstanding pitcher plant habitat.

Purchases within the Priority Fee Simple or Less than Fee Simple Acquisition Area will be concentrated on floodplain parcels adjacent to Escambia and East Bays. Currently the District owns 3,245 acres on Garcon Point.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

Blackwater River Basin

Originating in the Conecuh National Forest in Alabama, the Blackwater River (see Figure 6.2) has a large portion of its Florida watershed further protected by the Blackwater River State Forest. In all, nearly 50 miles of the river corridor is remote and undeveloped. As a result, the Blackwater River is considered one of Florida's best preserved waterways. Currently the District owns 381 acres along the Blackwater River immediately north and south of Milton in Santa Rosa County.

The Priority Fee Simple or Less than Fee Simple Acquisition Area includes considerable floodplain. Purchases within the Priority Fee Simple or Less than Fee Simple Acquisition Area will be concentrated on these parcels. In addition, purchase of lands north and northwest of Eglin AFB, along the I-10 corridor, would provide approximately 52,000 acres of land that has the potential for future water resource development to supplement the constrained potable water sources in southern Santa Rosa and Okaloosa counties. Acquisitions in this area are consistent with the Regional Water Supply Plan for Okaloosa, Santa Rosa, and Walton counties to protect future supply sources.

Local Sand and Gravel Recharge Area

In Escambia and Santa Rosa counties, the sand-and-gravel aquifer is the principal source of potable water for public supply. The sand-and-gravel aquifer is unconfined or poorly confined, making it particularly susceptible to contamination by surface land uses. Land acquisition along the I-10 corridor between the Yellow and Blackwater rivers in Santa Rosa County would protect recharge areas that are important for future water supply sources. This area encompasses approximately 52,000 acres.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis prior to acceptance.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over the next five years or more. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

Yellow and Shoal River Basin

The Yellow River has its headwaters in Conecuh National Forest in Alabama and forms the northern border of Eglin Air Force Base (AFB) across much of eastern Santa Rosa and western Okaloosa counties (see Figure 6.2). The proposed acquisitions would bring floodplain of the Yellow River in Florida under public ownership. Included in the project is a segment of the lower Shoal River, the largest tributary to the Yellow River. The Priority Fee Simple or Less than Fee Simple Acquisition Area will be given to tracts containing considerable floodplain. Currently the District owns 16,553 acres along the river.

Although the Yellow and Shoal rivers exhibit good overall water quality, both are fed largely by rainwater runoff and are thus susceptible to pollution from land use activities. The Priority Fee Simple or Less than Fee Simple Acquisition Area would provide water quality protection beginning at the Alabama border. Purchase of lands north and northwest of Eglin AFB, along the I-10 corridor, would provide approximately 52,000 acres of land that has the potential for future water resource development to supplement the strained potable water sources in southern Santa Rosa and Okaloosa counties. Acquisitions in this area are recommended by the District Regional Water Supply Plan for Okaloosa, Santa Rosa, and Walton counties to protect future supply sources.

Local Sand and Gravel Recharge Area

The Sand-and-Gravel Aquifer is unconfined or poorly confined, making it particularly susceptible to contamination by land uses. Land acquisition along the I-10 corridor between the Yellow and Blackwater rivers in Okaloosa County would protect recharge areas that are important for future water supply sources. This area encompasses approximately 52,000 acres.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational and educational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; and available staff resources.

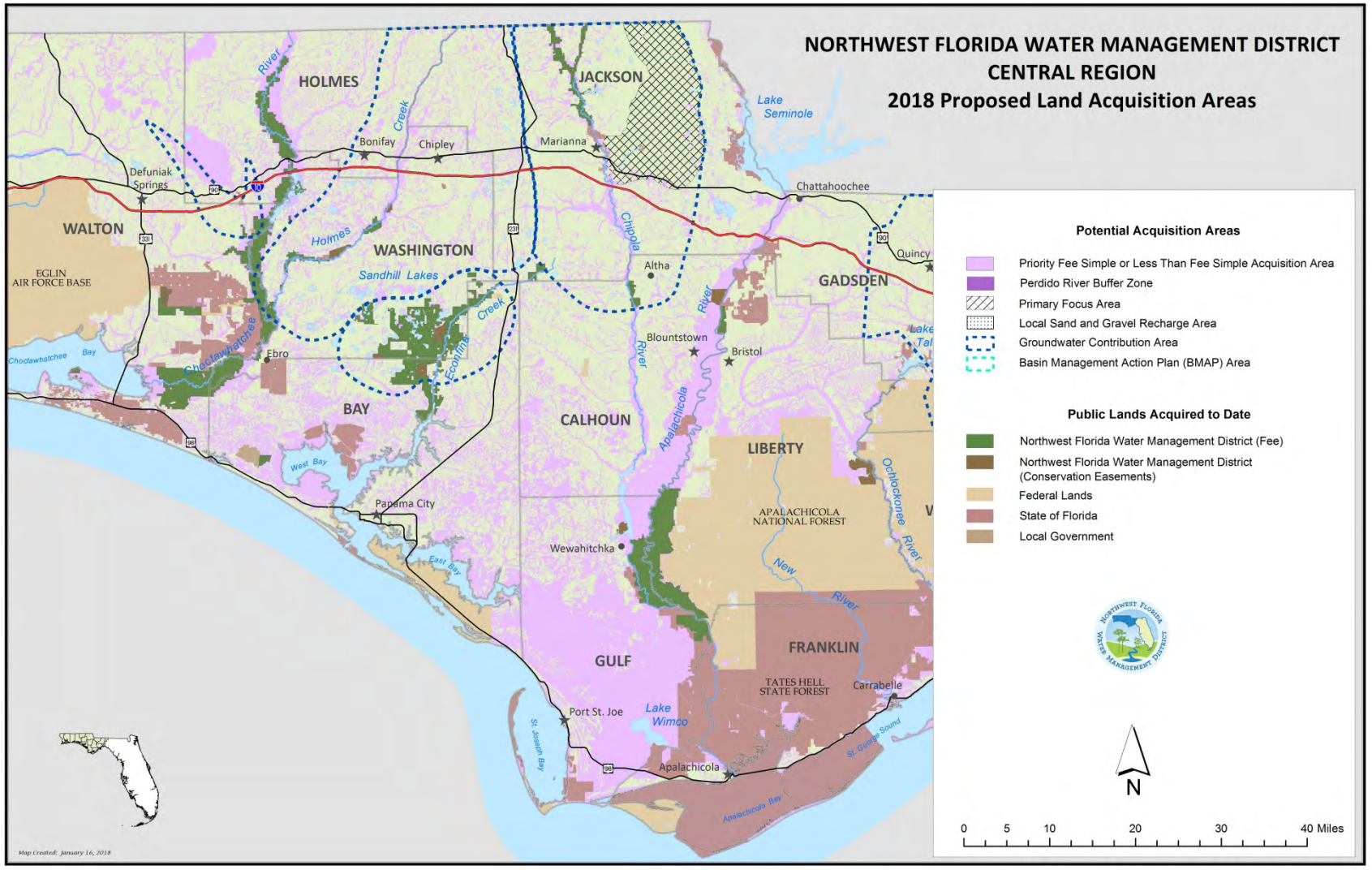

Figure 6.3 Proposed Land Acquisition Areas, 2018, Central Region

FLORIDA FOREVER LAND ACQUISITION PROJECT

Lafayette Creek

Originating in south central Walton County, the Lafayette Creek drainage basin is located northeast of Freeport, Florida (see Figure 6.3). The main stem of the creek begins about seven miles east of Freeport and runs due west for about six miles before it turns south and empties into LaGrange Bayou/Choctawhatchee Bay. Purchases with the Priority Fee Simple or Less than Fee Simple Acquisition Area will protect a portion of Magnolia and Wolf creeks, both of which are significant tributaries to Lafayette Creek, as well as protect many diverse natural communities and habitat types. Currently, the District owns 3,160 acres along the creek, including 420 acres for DOT mitigation purposes.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

Choctawhatchee River and Holmes Creek Basin

Originating in Alabama and flowing into Choctawhatchee Bay, the Choctawhatchee River/Holmes Creek basin encompasses the second largest floodplain in the state (see Figure 6.3). Approximately 3,133 square miles of the watershed is in Alabama and 2,052 square miles is in Florida. The river is 170 miles long with about 88 miles in Florida. Although the river basin exhibits localized water quality problems, primarily due to agricultural land use in the upper basin, the overall water quality is considered good. The river basin encompasses 57 springs on Holmes Creek and a variety of habitats including bottomland hardwood forests, marshes and Tupelo-Cypress swamps.

Due to the river corridor's undeveloped nature, the basin provides habitat for a variety of native wildlife, including several endangered plant and animal species. The river also serves as a breeding and migratory area for both the Alligator Gar and the Gulf Sturgeon. The District currently owns 63,348 acres along the river, creek and bay in fee and less than fee. Purchases within the Priority Fee Simple or Less than Fee Simple Acquisition Area will be concentrated on parcels containing floodplain along the river, designated tributaries such as Holmes Creek.

Groundwater Contribution Area

In addition, a portion of the Choctawhatchee River and all of Holmes Creek is captured within the Groundwater Contribution Area. Properties within this contribution area may be considered as a potential acquisition, especially those properties improving the quality or quantity of water for springs.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

West Bay Buffer

West Bay is the westernmost embayment of the St. Andrew Bay estuary (see Figure 6.3). The bay supports notable shellfish and seagrass communities, important fisheries, and other environmental and economic resources. The West Bay watershed is characterized by extensive pine flatwoods, as well as hardwood forests, cypress wetlands, mixed-forested wetlands, freshwater marshes, wet prairie, and other wetlands. Salt marshes, inland forested wetlands, and associated upland communities are especially prominent in several areas, including the Breakfast Point peninsula and other lands adjacent to the Burnt Mill and Crooked Creek tributaries.

Like other estuaries, the bay is vulnerable to impacts associated with intensive residential and commercial development. Potential impacts include the long-term degradation as a result of nonpoint source pollution, as well as habitat loss and fragmentation. Acquisitions within the Priority Fee Simple or Less than Fee simple Acquisition Area would help prevent such degradation by preserving intact and extensive ecosystem of forests, scrub, salt marshes, and freshwater wetlands. Preserving the associated wetland and upland communities in the vicinity of the bay protects water quality by providing a substantial riparian buffer and maintaining the natural hydrology in the vicinity of the bay. The District currently owns 719 acres in the West Bay Buffer.

In addition to providing for water resource protection and public use, this acquisition will be consistent with several ongoing initiatives, including the West Bay Sector Plan. These initiatives also include efforts to restore seagrass communities in the bay and to improve the treatment and management of domestic wastewater.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

Econfina Creek

Econfina Creek is the major contributor to Deer Point Lake, which serves as the public water supply for Bay County, including Panama City, Panama City Beach and neighboring communities (see Figure 6.3). Properties along the creek contain several spring-run streams, which are imperiled biological communities. The slope forest communities that border considerable lengths of the creek contain some of the highest species diversity encountered in Florida. The project area features high rolling sandhill habitat, steephead ravines, and numerous sandhill upland lakes. Much of the sand hills area is of excellent quality, with a nearly intact ground cover of wiregrass and dropseed. At least 18 species of rare or endangered plants inhabit the sand hills area. The District currently owns more than 43,771 acres in fee and less than fee, including the 2,155-acre Sand Hill Lakes Mitigation Bank. Purchases will be concentrated on parcels within the Groundwater Contribution Area as well as purchases that improve the quality or quantity of water for springs.

Groundwater Contribution Area

The upper portion of the acquisition project is a significant groundwater contribution area of the Floridan Aquifer and properties within this contribution area may be considered as a potential acquisition, especially those properties improving the quality and quantity of water for springs. The majority of the acreage purchased by the District and targeted for future purchase is one of the most important groundwater contribution areas for the Floridan Aquifer in northwest Florida. Recharge rates in the area have been estimated at 25 to 40 inches per year, and this recharge drives the spring flows along Econfina Creek, the largest tributary of the Deer Point Lake Reservoir. The reservoir currently provides approximately 50 million gallons per day for residential, commercial and industrial water uses in Bay County.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

Sandy Creek Basin

Sandy Creek is a major tributary of East Bay, the easternmost embayment of the St. Andrew Bay estuary (see Figure 6.3). The creek's basin is characterized by extensive wet pine flatwoods, as well as hardwood forests, saltmarshes, cypress wetlands, mixed forested wetlands, freshwater marshes, wet prairie, and other wetlands. Salt and freshwater marshes, inland forested wetlands, and associated upland communities are especially prominent along the creek and its tributaries.

Preservation of the Sandy Creek basin will protect a major tributary basin of East Bay. In so doing, it would preserve water quality and a mosaic of interconnected upland, wetland, stream, and estuarine habitats. Purchases within the Priority Fee Simple and Less than Fee Simple Acquisition Area would protect water quality by providing a substantial riparian buffer and maintaining natural hydrology.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; and available staff resources.

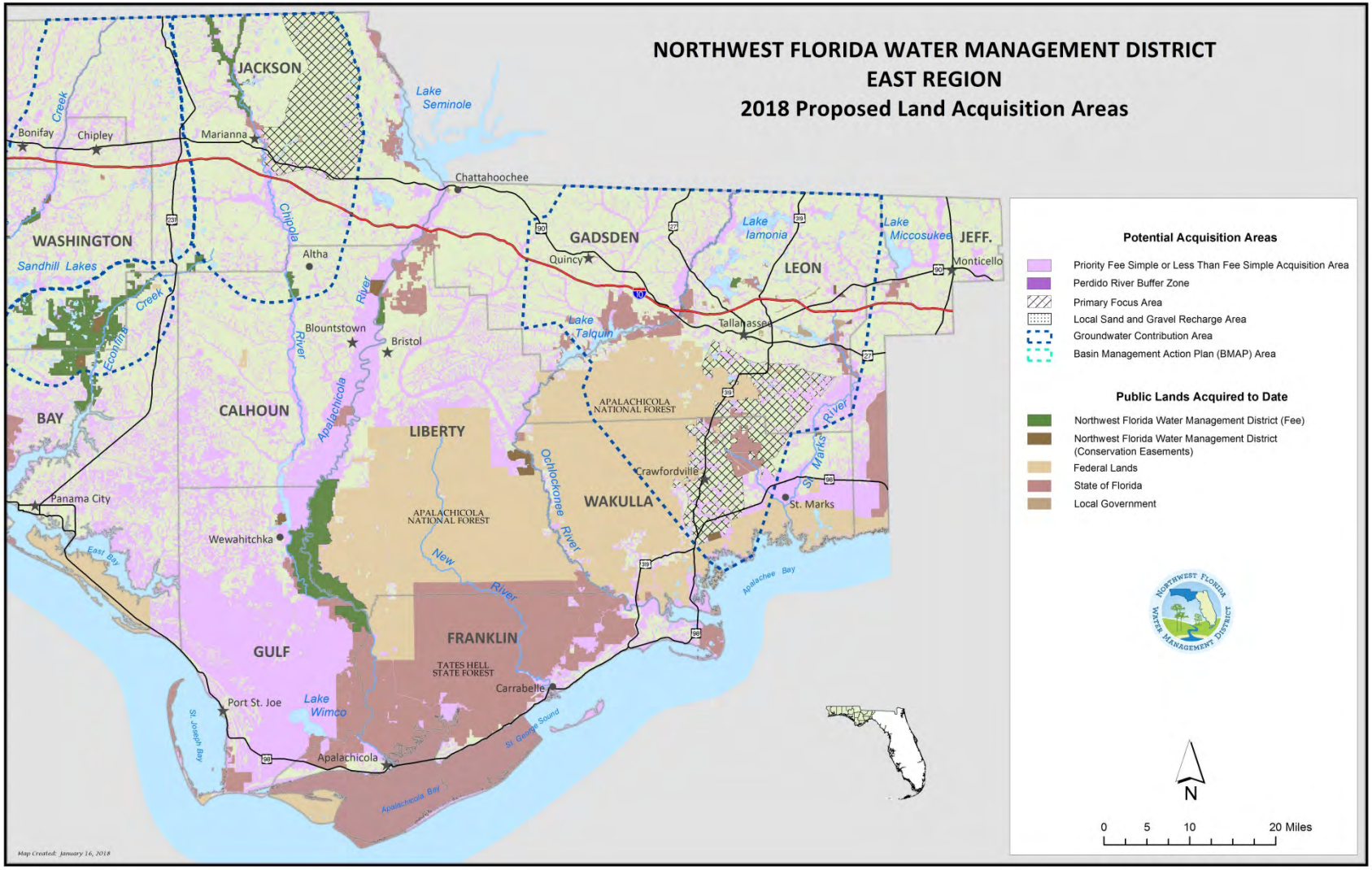

Figure 6.4 Proposed Land Acquisition Areas, 2018, East Region

FLORIDA FOREVER LAND ACQUISITION PROJECT

Chipola River Basin

Areas along the Chipola River have been identified as a Priority Fee Simple or Less than Fee Simple Acquisition Area. The area lies in Calhoun and Jackson counties (see Figure 6.4). Acquisitions along the Chipola River will help protect miles of the river bank. In 2009, the District acquired 1,377.76 acres in fee along the Middle Chipola River, including the "Look-N-Tremble" rapids. The District now owns a total of 9,094 acres in fee simple and holds a conservation easement on 810 acres in the Chipola River Basin.

An additional area is identified for Priority Fee Simple or Less than Fee Simple Acquisition along the Chipola River. Spring Lake Spring Group is located in central Jackson County. Acquisition of land in the Spring Lake Spring Group area with its numerous springs, and tributaries which flow into the Chipola River will provide enhanced water resource protection to the area.

Groundwater Contribution Area

The Jackson Blue Spring Groundwater Contribution Area, east of the Chipola River, has been identified for fee simple or less than fee simple acquisition to provide protection to Blue Spring and the groundwater contribution area in Jackson County. Properties within this contribution area may be considered as a potential acquisition, especially those properties improving the quality or quantity of water for springs.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

Apalachicola Bay and River

Apalachicola Bay has been recognized as a resource of state, federal, and international significance. The bay has extensive fish and shellfish resources, and it supports noteworthy commercial and recreational fisheries and other recreational and economic activities. It has been designated an Outstanding Florida Water, a State Aquatic Preserve, and an International Biosphere Reserve. It includes the Apalachicola Bay National Estuarine Research Reserve and the St. Vincent National Wildlife Refuge (see Figure 6.4). State and federal agencies, as well as the NWFWMD, have made extensive investments in acquiring and protecting lands throughout the basin.

Like other northwest Florida estuaries, Apalachicola Bay is vulnerable to impacts associated with development. Such potential impacts include the long-term effects of non-point source pollution and habitat loss and fragmentation. The proposed acquisition would help prevent such degradation by preserving the integrated forest and wetland community bordering St. Vincent Sound and Apalachicola Bay. The acquisition would limit new sources of pollution, prevent habitat loss and fragmentation, and protect the stability and integrity of littoral vegetation. The acquisition would also protect water quality by providing a substantial riparian buffer which would help prevent channelization from new impervious surfaces.

The Apalachicola River begins below Lake Seminole at the confluence of Chattahoochee and Flint rivers (see Figure 6.4). It has the largest floodplain in the state and is widely regarded as one of the state's most important natural resources. The Apalachicola River supports the highly productive fishery in Apalachicola Bay. The District owns 36,823 acres of river floodplain and holds a conservation easement on 1,550 acres.

Major habitat types along the Apalachicola River include coastal marshes, freshwater marshes, flatwoods, and bottomland hardwood swamp. Water tupelo, Ogeechee tupelo, Bald cypress, Carolina ash and Swamp tupelo have been identified in the floodplain, as well as numerous species of rare fish. Substantial additional acreage of the Apalachicola system is owned by other public agencies and private conservation organizations. Purchases will be concentrated on parcels within the Priority Fee Simple or Less than fee Simple Acquisition Area.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

Ochlockonee River Basin

The Ochlockonee River originates in the coastal plain of Georgia and traverses parts of five Florida counties (see Figure 6.4). Water quality in the river is lowest when it enters Florida and generally improves as it flows closer to the Gulf of Mexico. The Ochlockonee is primarily fed by rainwater runoff, and is therefore susceptible to pollution by land use activities. Large parts of the watershed are publicly owned, including Joe Budd Wildlife Management Area, Lake Talquin State Forest and Apalachicola National Forest.

The District's primary focus is to acquire less than fee rights on privately owned floodplain land separating existing federal and state properties. Public ownership of the erosion-prone lands bordering this usually fast-flowing river will reduce water quality degradation. The District presently has 3,675 acres in less than fee holdings in the area.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

St. Marks and Wakulla Rivers

The Wakulla River originates at Wakulla Springs and flows south approximately 10 miles to join the St. Marks River at the town of St. Marks in Wakulla County (see Figure 6.4). The St. Marks River starts east of Tallahassee as a narrow stream, widens considerably below Horn Spring, and then disappears underground at Natural Bridge. After reemerging as a much stronger river at St. Marks Spring, it flows 11 miles to its confluence with the Wakulla River. The St. Marks supports one of the most heavily used inshore saltwater fisheries in north Florida, the viability of which is largely dependent on the quality of freshwater flowing into the estuarine system. Both the Wakulla Springs State Park and the St. Marks National Wildlife Refuge are major refuges for numerous biological species. The District presently has 1,376 acres under less than fee acquisition in the area.

Wakulla Springs BMAP and Primary Focus Area

Within the Wakulla Springs and Upper Wakulla River BMAP, the Primary Focus Area, east of the Apalachicola National Forest, has been identified for fee simple or less than fee simple acquisition to provide protection to the groundwater contribution area in Wakulla County. Properties within this contribution area may be considered as a potential acquisition, especially those properties improving the quality or quantity of water for springs.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy; threats to the resource; availability of willing sellers; tract size; general market conditions; and available staff resources.

Florida Forever District Work Plan

As required by section 373.199(2), F.S., a District five-year work plan identifies and includes projects that further the goals of the Florida Forever Act (section 259.105, F.S.). These include priorities identified in approved surface water improvement and management (SWIM) plans, Save Our Rivers land acquisition lists, stormwater management and water resource development projects, springs and water body restoration projects, and other eligible activities that would assist in meeting the goals of Florida Forever.

From 2003 to 2008, the District provided grant funding to local governments for capital improvements that help implement SWIM projects, water resource development projects, and projects included within stormwater master plans. The program awarded more than $23 million for 55 stormwater retrofit, restoration, and reuse projects. These grants leveraged significant additional funding, with more than $52 million in local and other match funding allocated to the approved projects.

No significant appropriations of Florida Forever funds have been made since FY 2008-2009. No new projects were undertaken in FY 2016-2017. Table 6.4 lists conceptual projects considered eligible for Florida Forever capital improvement funding.

Table 6.4 Projects Currently Eligible for Florida Forever Funding

Project	Description	Status	Estimated Cost
Unpaved road sedimentation abatement	Unpaved road stabilization to reduce sedimentation and nonpoint source pollution; supports water quality improvement and habitat restoration objectives of SWIM plans for all District watersheds	Planning	TBD
Spring habitat restoration	Construction activities to restore and increase public access to riparian and aquatic habitats and shorelines associated with northwest Florida springs	Design/engineering	$372,480
Stormwater retrofit facilities	Construction of additional cooperative stormwater retrofit projects, providing water quality improvement and improved flood protection, in accordance with approved SWIM plans; funding indicated represents estimated available Florida Forever contribution; total costs to be determined	Planning	TBD
Hydrologic and shoreline restoration	Water resource restoration of shoreline and riparian habitats, and flow regimes, consistent with SWIM plans	Planning	TBD

Project specifics, as noted in section 373.199(2), (3), (4) and (5), F.S., will be provided in the future if projects are able to advance beyond the preliminary planning stage.

Future Florida Forever or special legislative appropriations, and funding from the Land Acquisition Trust Fund, federal grants, local governments, other local matching resources, and potentially other sources may contribute to the implementation of these projects. Final approval of funding for any project requires District Governing Board approval.

Implementation of the 2016-2017 Work Plan

Land Acquisition

During 2017, the District pursued the purchase of several conservation easements for springs protection. No transactions had closed through the end of the fiscal year although several are planned to be complete in 2018.

Land Management

The District completed numerous land management activities during Fiscal Year 2016-2017. Management and restoration efforts including prescribed burns, native species planting, and timber harvesting continue across the District's 211,150 managed acres. In addition, the District maintains and improves public access and recreational amenities such as boat ramps, primitive campsites, and swimming and picnic areas**.** In the pages that follow, Table 6.5 and Table 6.6 provide additional information on specific land restoration activities completed during the year. The projected Fiscal Year 2017-2018 staffing and management budget by WMA can be found in Table 6.7.

To date, the District has conserved and protected 223,553 acres primarily through fee simple acquisition. These lands protect natural systems, wetland and floodplain functions, groundwater recharge, surface and groundwater quality, and fish and wildlife habitat. All District-owned lands are accessible to the public and are managed to protect water resources while providing public access and resource-based recreation.

District lands include the majority of the Escambia and Choctawhatchee river floodplains, as well as extensive lands along the Perdido, Blackwater, Yellow, Shoal, and Apalachicola rivers; Lafayette, Holmes and Econfina creeks; and on Perdido Bay, Garcon Point, and Live Oak Point. In addition, the District manages and conducts habitat restoration and maintenance on Yellow River Ranch, Live Oak Point, Ward Creek West, and Sand Hill Lakes Mitigation Bank. The District has acquired the majority of the groundwater recharge area for springs that discharge into Econfina Creek and form a crucial component of the groundwater contribution to Deer Point Lake Reservoir.

Land Management Accomplishments (FY 2016-2017)

- The District conducted prescribed burns on approximately 5,143 acres of District lands, as well as vegetation management (herbicide) and habitat enhancements on 1,964 acres.
- The District implemented the timber management database and growth and yield modeling to better strategize timber harvests for optimal revenue generation.
- 2,272 camping permits were issued at 88 reservation-only sites on District lands.
- 16 special resource area permits were issued for larger events on District property.
- 10 timber harvests totaling 4,506 acres were active, removing offsite sand pine and thinning loblolly, longleaf, and slash pine.
- More than 8,898 acres of District-owned land were surveyed for invasive exotic plants, and control measures were implemented for all identified problem areas.

Restoration

The District accomplishes water resource restoration through several interrelated programs, primarily Surface Water Improvement and Management (SWIM), Land Management, longleaf reforestation and mitigation.

Approved NWFWMD plans with substantial restoration components include the following:

- *Apalachicola River and Bay SWIM Plan* (2017)
- *Capital Improvements Plan (Annual)*
- *Choctawhatchee River and Bay SWIM Plan* (2017)
- *Ochlocknee River and Bay SWIM Plan* (2017)
- *Pensacola Bay System SWIM Plan* (2017)
- *Perdido River and Bay SWIM Plan* (2017)
- *St. Andrew Bay Watershed SWIM Plan* (2017)
- *St. Marks River and Apalachee Bay Watershed SWIM Plan* (2017)
- *Tate's Hell State Forest Hydrologic Restoration Plan* (2010)
- *NWFWMD In-Lieu Fee Mitigation Program Final Instrument* (2014)

Restoration Accomplishments (FY 2016-2017)

- The restoration project for Cotton Landing along Holmes Creek was completed in 2017 and opened to the public with a ribbon cutting ceremony on August 22, 2017. At a total cost of more than $190,000, this project included improvements for an ADA access ramp, canoe and kayak launch and access steps and shoreline restoration. Other improvements include stormwater facilities, enhanced parking, rail fencing and landscape plant installation.
- The streambank restoration project was completed at the James tract off Highway 20 in Bay County in 2017. Restoration included shoreline restoration using geo-technical bags. In addition, the adjacent floodplain was planted with native vegetation.
- Two cooperative projects to restore the eroding shorelines and address stormwater impacts along Holmes Creek were completed in FY 2016-2017. These projects include Live Oak and Hightower Springs landings. These projects were constructed by Washington County with funding assistance from the District.
- The District completed hand planting of 691 acres of longleaf pine reforestation. These restoration activities enhance groundwater recharge, improve groundcover and wetland functions, and offset wetland losses caused by FDOT projects. This project involved the planting of 501,666 longleaf pine tubelings within the Econfina Creek and Escambia River WMAs.

Table 6.5 Restoration, Enhancement and Maintenance (2017)

Water Management Area	Acres Burned					Acres Planted					Acres Harvested				Acres Treated
	Total	Fuel Reduction	Site Preparation	Growing Season	Wiregrass Propagation	**Total**	Upland/Wetland Wiregrass and Toothache Grass	Longleaf Pine	Slash Pine	Hardwood	**Total**	Restoration	Thinning	Habitat Restoration	For Invasive, Non-native or Off-site Species
Escambia River	**141**	141				**25**		19		6					175
Garcon Point	**2,238**	2,238													1,020
Blackwater River															
Yellow River	**124**	124													150
Perdido River	**1,058**	1,058													890
Choctawhatchee River	**220**	220				**50**	50				**313**		313		
Econfina Creek	**454**	454				**673**		673			**700**			700	1,400
St. Andrews	**379**	379													
Carter Restoration						**37**	37								
Ward Creek West	**355**	355													896
Devils Swamp Restoration															
Chipola River	**140**	140									**579**	75	504		
Apalachicola River	**76**	76													
Lake Jackson	**333**	333													
Totals	**5,518**	**5,518**				**785**	**87**	**692**		**6**	**1,592**	**75**	**817**	**700**	**4,531**

Table 6.6 Access and Recreation Management (2017)

Water Management Area	Picnic Areas	Day Use Sites	Parking Areas	Reserved Camp Sites	Boat, Canoe/Kayak Landings	Portolet Stations	Horse Trail	Canoe Trail	Hiking Trail	Nature Trail	Bike Trail	Access Road	Camp Site Reservations	General Purpose (boundary signs)	Information Signs on District Lands	Weather Pavilions and Wildlife Viewing Towers
	Number Maintained						Miles Maintained						Issued	Signs		Installed
Escambia River	6	11	12	28	11	10			1	2		27	468	35	7	2
Garcon Point		2	2						3					15	2	
Blackwater River	1	3	3		2					1				10		1
Yellow River		3	3		3			50				42		35	4	
Perdido River	3	3	4	1	4	10	6	15	6	1		32	98	45	12	1
Choctawhatchee River	12	15	15	21	14	10		15	11			103	314		103	8
Econfina Creek (incl. Carter Tract)	13	14	14	25	8	14	56	22	18	2		134	1,130	125	80	15
Chipola River	1	4	4	3	2	2	4	6	3			9	47	204		1
Apalachicola River	1	2	2	10	2	1						9	79	101	2	2
Lake Jackson	1	2	2			1	7		10		7	5		18	1	2
Totals	**38**	**59**	**61**	**88**	**46**	**48**	**73**	**108**	**52**	**6**	**7**	**361**	**2,136**	**588**	**211**	**32**

Table 6.7 Projected Funding, Staffing and Resource Management for FY 2017-2018

Region	Water Management Area	Acres	Assigned Staff	Total Funding	Funding for Resource Management
Western	Escambia	35,413		$104,897	$47,370
	Escambia Conservation Easements	19		$830	$500
	Garcon Point	3,245		$76,222	$23,000
	Yellow	16,553		$79,538	$29,250
	Blackwater	381		$12,292	$5,000
	Perdido	6,261		$180,001	$131,070
	Perdido Conservation Easements	4		$830	$500
	Western Region Total	**61,876**	**3**	**$454,610**	**$236,690**
Central	Choctawhatchee	60,810		$388,937	$241,945
	Choctawhatchee/Holmes Conservation Easements	2,537		$14,308	$13,000
	Econfina	39,180		$918,764	$666,737
	St. Andrew/Econfina Conservation Easements	2,433		$2,168	$750
	Ward Creek West	719		$0	$0
	Carter Restoration	2,155		$65,000	$65,000
	Central Region Total	**107,834**	**5**	**$1,389,177**	**$987,432**
Eastern	Chipola	9,094		$125,126	$57,202
	Apalachicola	36,823		$70,747	$23,400
	Apalachicola/Chipola Conservation Easements	2,359		$1,525	$500
	Lake Jackson	516		$70,932	$32,434
	St. Marks Conservation Easements	1,376		$1,731	$500
	Ochlockonee Conservation Easements	3,675		$1,731	$500
	Eastern Region Total	**53,843**	**2**	**$271,792**	**$114,536**
	Regional Totals	**223,553**	**10**	**$2,115,579**	**$1,338,658**

Projected Funding, Staffing and Resource Management for FY 2017-2018 (cont.)

Other Projects	Acres	Assigned Staff	Total Funding	Funding for Resource Management
Land Management Administration		4	$990,620	$421,906
IT Initiative			$441,755	$406,150
Land Management Database			$60,531	$49,500
Florida National Scenic Trail - Econfina Creek			$10,000	$10,000
Brunson Landing Tract	348		$20,907	$14,160
Blue Spring Campsite Restoration			$6,466	$0
Seven Runs Streambank Restoration			$5,910	$0
Washington County School Board Donation			$340	$340
Grand Total	**223,901**	**14**	**$3,652,108**	**$2,240,714**

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Consolidated Annual Report
Chapter 7

Mitigation Donation
Annual Report

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Chapter 7. Mitigation Donation Annual Report

The Northwest Florida Water Management District implemented Environmental Resource Permitting (ERP) jointly with DEP beginning on October 1, 2007. The adoption of the Statewide Environmental Resource Permitting (SWERP) rules in Chapter 62-330, F.A.C., on October 1, 2013, included consolidation of the Management and Storage of Surface Water (MSSW) program under ERP.

Section 373.414(1)(b)2, F.S., requires the District and DEP to report by March 1 of each year, as part of this report, all cash donations accepted as mitigation for use in duly noticed environmental creation, preservation, enhancement, or restoration projects that offset impacts permitted under Chapter 373, Part IV, F.S., Management and Storage of Surface Waters.

The report is required to include a description of the endorsed mitigation projects and, except for projects governed as mitigation banks or regional offsite mitigation, must address, as applicable, success criteria, project implementation status and timeframe, monitoring, long-term management, provisions for preservation, and full cost accounting. The report specifically excludes contributions required under section 373.4137, F.S. (regional mitigation for specified transportation impacts). Any cash donations accepted by the District as mitigation during the preceding fiscal year are reported annually.

The District received no cash donations in FY 2016-2017.

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Consolidated Annual Report
Chapter 8

Water Projects in the Five-Year Water Resource Development Work Program

Water Projects in the Five-Year Water Resource Development Work Program

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Chapter 8. Water Projects in the Water Resource Development Five-Year Work Program

Section 373.036, Florida Statutes (F.S.), was amended in 2016 by the adoption of Senate Bill 552. The legislation added two new sections to the consolidated annual report required pursuant to section 373.036(7)(b). The two additional elements include the following:

1. Information on all projects related to water quality or water quantity as part of a 5-year work program, including:
    a. A list of all specific projects identified to implement a basin management action plan or a recovery or prevention strategy;
    b. A priority ranking for each listed project for which state funding through the water resources development work program (section 373.536(6), F.S.) is requested, which must be made available to the public for comment at least 30 days before submission of the consolidated annual report;
    c. The estimated cost for each listed project;
    d. The estimated completion date for each listed project;
    e. The source and amount of financial assistance to be made available by the department, a water management district, or other entity for each listed project; and,
    f. A quantitative estimate of each listed project's benefit to the watershed, water body, or water segment in which it is located.

2. A grade for each watershed, water body, or water segment in which a project is located representing the level of impairment and violations of adopted minimum flow or minimum water levels. The grading system must reflect the severity of the impairment of the watershed, water body, or water segment.

Water Projects Approach

The District's Water Resource Development Work Program (WRDWP) applies to the two water supply planning regions in northwest Florida that have regional water supply plans: Okaloosa, Santa Rosa and Walton counties (Region II) and Bay County (Region III). The other 12 counties within the District's jurisdiction do not have a regional water supply plan and are therefore not included in the current WRDWP. This chapter includes all water resource development (WRD) and water supply development (WSD), including alternative water supply projects within the WRDWP. Note that the projects from the WRDWP document are also linked to the District's budget. As such, what constitutes a "project" within the plan may actually be a combination of several individual projects to be consistent with the budget structure and guidelines. For example, the WRDWP includes a WSD project for "Water Reuse Facilities" in Region II that includes portions of three separate reuse projects with the cities of Fort Walton Beach, Gulf Breeze, and Mary Esther.

Basin Management Action Plans have been adopted for three areas within the District: Bayou Chico in Escambia County; the Upper Wakulla River and Wakulla Springs basin in portions of Wakulla, Leon, and Gadsden counties; and Jackson Blue Spring and Merritts Mill Pond basin in Jackson County. As none of these BMAPs are within Regional Water Supply Planning regions II or III, no BMAP projects are included in the WRDWP. See Chapter 9 (Table 9.3) for additional information on BMAP projects.

Section 373.036(7)(b)(9), F.S. requires a grade representing the impacted waterbody level of impairment and violations of adopted MFLs. As the District is currently developing MFLs for northwest Florida with none yet adopted, the water projects listed only include a grade for level of impairment. The grade was provided by DEP and is represented as follows:

- Impaired—High: This grade is assigned if the waterbody is impaired for one or more parameters other than mercury and based on a consideration of other factors, including the number of impairments, the presence of Outstanding Florida Waters, the proximity to ongoing or planned restoration activities, the ecological priority of the water for endangered and threatened species, environmental justice concerns, the amount of anthropogenic land use, and local aquifer vulnerability.
- Impaired: This grade is assigned if the waterbody is impaired for one or more parameters other than mercury.
- Not impaired: This grade is assigned if the waterbody is not impaired for any parameters other than mercury.

WRDWP projects are also required to be ranked if state funding may be requested. As the District relies on state funding for operations and implementation of projects, a ranking is included for projects in Table 8.1 below. The projects are ranked as high, low or complete. High represents projects that are currently or planned to be underway, are ongoing efforts, or that represent a priority for the five-year planning timeframe. Projects ranked low are those that have limited activities planned or funding budgeted by the District in the planning timeframe, but that remain applicable activities should funding become available.

Project Ranking and Waterbody Grade

Table 8.1 Ranking and Grades for WRDWP Projects in the NWFWMD

Project Name	Project Type[1]	Priority Ranking	Water body, or water segment	Level of Impairment
Region II (Okaloosa, Santa Rosa and Walton counties)				
Floridan Aquifer	WRD	High	Floridan aquifer	N/A
Inland Sand-and-Gravel Aquifer	WRD	High	Sand-and-gravel aquifer	N/A
Surface Water Sources	WRD	High	Shoal River	Impaired
Aquifer Storage and Recovery	WRD	Low	Floridan aquifer; sand-and-gravel aquifer	N/A
Water Reuse	WRD	High	Floridan aquifer; sand-and-gravel aquifer	N/A
Water Conservation	WRD	High	Floridan aquifer; sand-and-gravel aquifer	N/A
Regional Water Supply Planning	WRD	High	Floridan aquifer; sand-and-gravel aquifer	N/A
Interconnect of Water Supply Systems	WRD	Complete	Floridan aquifer; sand-and-gravel aquifer	N/A
Hydrologic Data Collection and Analysis	WRD	High	Floridan aquifer; sand-and-gravel aquifer	N/A
Abandoned Well Plugging	WRD	Low	Floridan aquifer; sand-and-gravel aquifer	N/A

Region II (Okaloosa, Santa Rosa and Walton counties)				
Inland Floridan Aquifer Alternative Water Supply	WSD	High	Floridan aquifer	N/A
Inland Sand-and-Gravel Aquifer Alternative Water Supply	WSD	High	Sand-and-gravel aquifer	N/A
Surface Water Supply Development	WSD	High	Shoal River	Impaired
Water Reuse Facilities	WSD	High	Floridan aquifer; sand-and-gravel aquifer	N/A
Water Supply Management Projects	WSD	High	Floridan aquifer; sand-and-gravel aquifer	N/A
Region III (Bay County)				
Econfina Creek and Groundwater Recharge Area Protection	WRD	High	Floridan aquifer	N/A
Hydrologic and Water Quality Data Collection and Analysis	WRD	High	Floridan aquifer; Deer Point Lake	Not Impaired
Water Reuse Funding and Technical Assistance	WRD	High	Floridan aquifer; Deer Point Lake; North Bay	Impaired (North Bay)
Water Conservation Funding and Technical Assistance	WRD	High	Floridan aquifer; Deer Point Lake	Not Impaired
Regional Water Supply Planning, Coordination, and Technical Assistance	WRD	High	Floridan aquifer; Deer Point Lake	Not Impaired
Development of Upstream Intake for Surface Water Supply	WSD	Complete	Floridan aquifer; Deer Point Lake	Not Impaired
Water Reuse	WSD	High	Floridan aquifer; Deer Point Lake; North Bay	Impaired (North Bay)
Utility Interconnections	WSD	Low	Floridan aquifer; Deer Point Lake	Not Impaired
Water Conservation	WSD	High	Floridan aquifer; Deer Point Lake	Not Impaired

[1] WRD = Water Resource Development; WSD = Water Supply Development; both are defined in sections 373.019 and 373.705, F.S.

Public Review Period

Florida law requires the projects within the work plan seeking state funds be available for public comment at least 30 days before being finalized. The District's Fiscal Year 2017-2018 Five-Year WRDWP Update was proposed on October 27, 2017. The proposed work plan was submitted to the Governor, the President of the Senate, the Speaker of the House of Representatives, the Secretary of DEP, chairs of legislative committees with substantive or fiscal jurisdiction over the district, the governing boards of counties within the districts jurisdiction, and posted on the district website for public review. The finalized version incorporating any comments received is included as Chapter 5 of this report. No projects were added or deleted between October 2017 and March 2018.

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Consolidated Annual Report
Chapter 9

Surface Water Improvement and Management (SWIM) Program Annual Report

SWIM Program Annual Report

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Chapter 9. Surface Water Improvement and Management (SWIM) Program Summary Report

Introduction

Section 373.036(7)(d), F.S., provides that districts may include in the Consolidated Annual Report additional information on the status or management of water resources as deemed appropriate. The NWFWMD has a long-term program to protect and restore watershed resources. The Surface Water Improvement and Management (SWIM) program provides the framework for watershed and project planning for the major riverine-estuarine watersheds indicated in Figure 9.1 below.

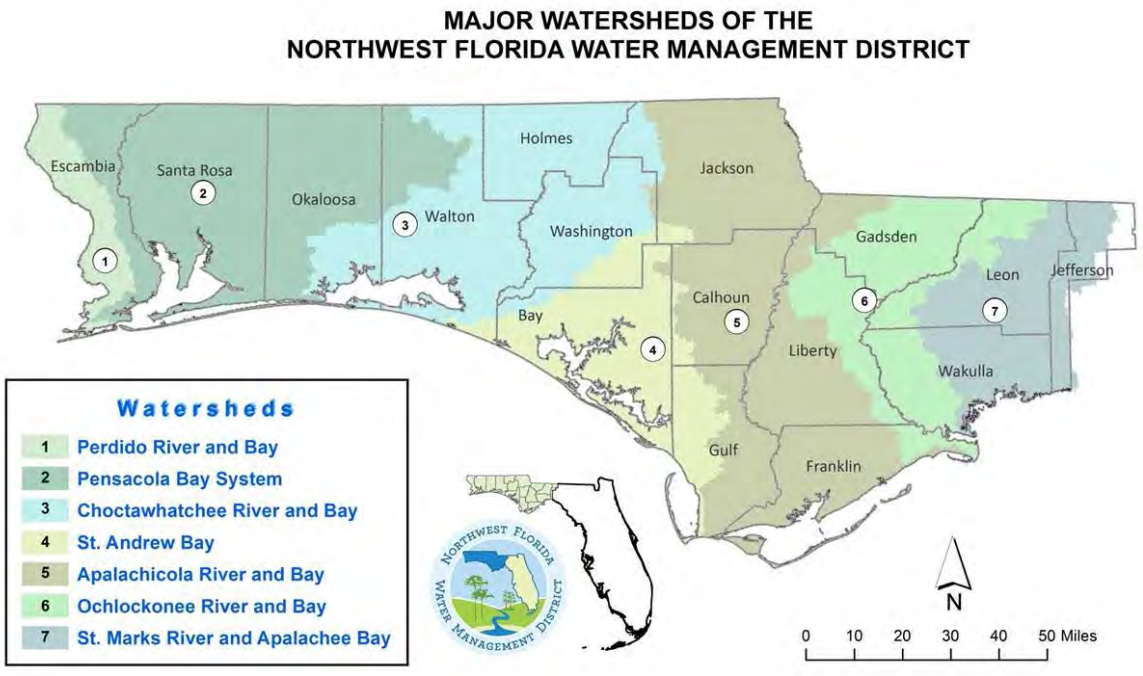

Figure 9.1 NWFWMD SWIM Priority Watersheds

SWIM Priority List

The Northwest Florida Water Management District's SWIM Priority list is provided in Table 9.1.

Table 9.1 NWFWMD SWIM Priority List* (West to East)

Perdido River and Bay Watershed
Pensacola Bay System
Choctawhatchee River and Bay Watershed
St. Andrew Bay Watershed
Apalachicola River and Bay Watershed
Ochlockonee River and Bay Watershed
St. Marks River and Apalachee Bay Watershed

* Includes all named waterbodies within each watershed.

Pursuant to section 373.453, F.S., the SWIM priority list may be periodically reviewed with updates reflected in this section. All waterbodies, tributaries, sub-embayments, springs, and contributing basins are considered as being within the listed watersheds as priority waterbodies.

SWIM Plans and Updates

SWIM plans are developed to address cumulative anthropogenic (human induced) impacts to water quality, aquatic habitats, and related public benefits within the District's priority waterbodies. The plans incorporate comprehensive strategies to both restore and protect watershed resources and functions. Implementation is accomplished through a variety of activities, such as retrofitting stormwater management systems to improve water quality and flood protection; restoring wetland and aquatic habitats; evaluating water resources and freshwater needs; protecting springs; and public outreach and awareness. The SWIM program also supports coordination of state and federal grants and implementation of cooperative capital improvement projects with local governments.

Since the late 1980s, the District has developed SWIM plans for all major watersheds. In 2015, the District was awarded grant funding from the National Fish and Wildlife Foundation's Gulf Environmental Benefit Fund (GEBF) to support updates to SWIM plans for each of the District's major watersheds. Seven watershed plans were completed over the course of two years, finishing in November 2017 (Table 9.2). More information on the final plans can be found at: https://www.nwfwater.com/Water-Resources/SWIM.

Table 9.2 NWFWMD SWIM Plans

Watershed	Plan Approval Dates
Deer Point Lake	1988 (Superseded)
Apalachicola River and Bay	1996, 2017
Lake Jackson	1997 (Superseded)
Pensacola Bay System	1997, 2017
St. Andrew Bay Watershed	2000, 2017
Choctawhatchee River and Bay	2002, 2017
St. Marks River/Apalachee Bay	2009, 2017
Perdido River and Bay	2017
Ochlockonee River and Bay	2017

Historically, SWIM plan implementation has integrated and leveraged a variety of funding sources, including SWIM (sections 373.451-373.459, F.S.), the Water Management Lands Trust Fund (former section 373.59, F.S.), the Ecosystem Management and Restoration Trust Fund (former section 403.1651, F.S.), Florida Forever (sections 259.105 and 373.199, F.S.), legislative special appropriations, the Water Protection and Sustainability Program (section 403.890, F.S.), state and federal grants, and funding through local government partnerships. The Land Acquisition Trust Fund (section 375.041, F.S.) has funded spring protection and restoration projects that further SWIM plan objectives. Cumulatively, the overall effort has resulted in significant protection and improvement of water resources Districtwide.

Current Project Priorities

In 2012, the District established a renewed focus on restoration activities within the Apalachicola River and Bay and St. Andrew Bay watersheds, applying remaining Ecosystem Management and Restoration Trust Fund revenues appropriated by past legislatures to improve water quality within these two systems. Additionally, significant legislative funding has been appropriated to implement priority water quality improvement projects and to update a three dimensional hydrodynamic model for Apalachicola Bay.

Springs protection and restoration is carried out through the District's SWIM, MFL, Land Management and Acquisition, Consumptive Use Permitting, and Environmental Resource Permitting programs. Current initiatives and priorities include efforts to improve conditions in Wakulla Spring, Jackson Blue Spring, and springs associated with Holmes Creek and Econfina Creek. Projects include continued implementation of agricultural best management practices (BMPs) with producers in the Jackson Blue Spring basin; land acquisition projects to protect water quality in Jackson Blue Spring, Wakulla Spring, Cypress Spring, Econfina Springs Group and Gainer Springs Group; conversion of areas currently served by septic systems to central sewer within the Wakulla Spring and Jackson Blue Spring contribution areas; spring restoration projects along Econfina and Holmes creeks and at Jackson Blue Spring; and water quality monitoring at first magnitude and other springs.

Several stormwater retrofit and nonpoint source pollution abatement projects have been completed in the St. Andrew Bay and Apalachicola River and Bay watersheds over the last several years. Stormwater retrofit projects were completed by Bay County and the cities of Callaway, Panama City, Mexico Beach, and Parker. The City of Carrabelle completed a water quality improvement project on Marine Street in June 2016, and the City of Apalachicola completed three stormwater retrofit projects in June 2017. Additional water quality projects are underway and planned in Franklin County. For a list of priority SWIM projects currently underway or in the planning stages, please refer to Chapter 1 of this report. Note that there is overlap between the project priorities listed there and within other chapters in this report, particularly for construction projects requiring multiple funding sources to complete. Additional funding sources, including from local governments and state and federal grant sources, may be identified to complement District-provided funding.

Note also that many of the projects listed in Chapter 1 help implement Basin Management Action Plans (BMAPs). BMAPs have been adopted by the Department of Environmental Protection for three areas within the District: Bayou Chico in Escambia County; the Upper Wakulla River and Wakulla Springs basin in portions of Wakulla, Leon, and Gadsden counties; and Jackson Blue Spring and Merritts Mill Pond basin in Jackson County. Table 9.3 provides additional information on current BMAP projects.

Potential Funding Related to the Deepwater Horizon Oil Spill

District staff continue to assist state agencies, local governments, and other stakeholders in identifying project priorities and participate in project development for potential funding related to the Deepwater Horizon Oil Spill. The Federal RESTORE Act, GEBF, Natural Resource Damage Assessment, and associated funding sources have the potential to significantly address current problems and challenges affecting the region's coastal waters and contributing watersheds. The District's SWIM plans provide a planning context for project development and prioritization, and their update, as described above, will be an important part of this effort.

Table 9.3 Current BMAP Projects in the NWFWMD

Cooperator	Project Name	County	Project Type	Five-Year Total Costs	State Requested Funding*	Benefit Description	Water Resource or TMDL Waterbody	Watershed/ Waterbody Grade	Project Status
Bayou Chico (Pensacola Basin) BMAP									
Bayou Chico Association	Clean Marina Pensacola Yacht Club	Escambia	Other NPS Pollution	Unknown	$0	Reduced fecal coliform loading	Bayou Chico	Impaired	Ongoing
Bayou Chico Association	Bayou Chico Channel Dredging	Escambia	Stormwater	$68,000	$0	Reduced fecal coliform loading	Bayou Chico	Impaired	Completed
Bayou Chico Association	Aeration Systems in Tributary (Jones Creek)	Escambia	Stormwater	Unknown	$0	Reduced fecal coliform loading	Bayou Chico	Impaired	On hold
Bayou Chico Association	Floating Islands	Escambia	Stormwater	Unknown	$0	Reduced fecal coliform loading	Bayou Chico	Impaired	On hold
City of Pensacola; Emerald Coast Utilities Authority, Inc. (ECUA)	West Avery St. Drainage Improvements	Escambia	Stormwater	$1,400,000	$0	Reduced fecal coliform loading	Bayou Chico	Impaired	Complete
ECUA	FOG Program	Escambia	Wastewater	Unknown	$0	Reduced fecal coliform loading	Bayou Chico	Impaired	Ongoing
ECUA	I&I Reduction	Escambia	Wastewater	Unknown	$0	Reduced fecal coliform loading	Bayou Chico	Impaired	Ongoing
ECUA	SSO Response Plan	Escambia	Wastewater	Unknown	$0	Reduced fecal coliform loading	Bayou Chico	Impaired	Ongoing
ECUA	Lift Station Upgrades	Escambia	Wastewater	Unknown	$0	Reduced fecal coliform loading	Bayou Chico	Impaired	Ongoing
Escambia County	Stormwater Treatment	Escambia	Stormwater	$1,100,000	$0	Reduced fecal coliform loading	Bayou Chico	Impaired	Complete
Escambia County	Stormwater Pond Inspection & Maintenance Program	Escambia	Stormwater	$300,000	$300,000	Reduced fecal coliform loading	Bayou Chico	Impaired	Ongoing
Escambia County Health Department	Healthy Beaches Program	Escambia	Wastewater	Unknown	$0	Reduced fecal coliform loading	Bayou Chico	Impaired	Ongoing

*Projects with state funding requested may include match or contributing funding from local, federal or other sources.

Current BMAP Projects in the NWFWMD (cont.)

Cooperator	Project Name	County	Project Type	Five-Year Total Costs	State Requested Funding*	Benefit Description	Water Resource or TMDL Waterbody	Watershed/ Waterbody Grade	Project Status
Bayou Chico (Pensacola Basin) BMAP									
Escambia County Health Department	OSTDS Permitting	Escambia	Wastewater	Unknown	$0	Reduced fecal coliform loading	Bayou Chico	Impaired	Ongoing
Escambia County Health Department	Septic to Sewer Enforcement Program	Escambia	Wastewater	Unknown	$0	Reduced fecal coliform loading	Bayou Chico	Impaired	Ongoing
Escambia County; Bay Area Resource Council; Bayou Chico Association	Public Education and Outreach	Escambia	Education & Outreach	$10,000	$10,000	Reduced fecal coliform loading	Bayou Chico	Impaired	Ongoing
Escambia County; Florida Department of Transportation	Illicit Discharge Detection	Escambia	Stormwater	$50,000	$50,000	Reduced fecal coliform loading	Bayou Chico	Impaired	Ongoing
Escambia County; US Navy	Retrofit Projects (Planned) Corry Field	Escambia	Stormwater	$500,000	$500,000	Reduced fecal coliform loading	Bayou Chico	Impaired	Planning
Escambia County; US Navy	Bayou Chico/Jones Creek Stormwater Retrofit - West Side of Corry Station	Escambia	Stormwater	$500,000	$500,000	Reduced fecal coliform loading	Bayou Chico	Impaired	Planning
Escambia County; US Navy; Gulf Coastal Plain Ecosystem Partnership	Jackson's Branch Headwater Restoration	Escambia	Stormwater	$500,000	$500,000	Reduced fecal coliform loading	Bayou Chico	Impaired	Planning
Florida Fish and Wildlife Conservation Commission	Compliance and Inspection Sweeps	Escambia	Other NPS Pollution Prevention	Unknown	$0	Reduced fecal coliform loading	Bayou Chico	Impaired	Ongoing

*Projects with state funding requested may include match or contributing funding from local, federal or other sources.

Current BMAP Projects in the NWFWMD (cont.)

Cooperator	Project Name	County	Project Type	Five-Year Total Costs	State Requested Funding*	Benefit Description	Water Resource or TMDL Waterbody	Watershed/ Waterbody Grade	Project Status
Jackson Blue Spring and Merritts Mill Pond BMAP									
NWFWMD; Jackson County	Indian Springs Sewer Extension Phase I	Jackson	Wastewater	$1,950,000	$0	Reduced nutrient loading	Jackson Blue Spring	Impaired	In progress
NWFWMD	Claiborne Aquifer Water Supply	Jackson	Study	$440,000	$0	Alternative water supply	Jackson Blue Spring	Impaired	In progress
NWFWMD	Lakeshore Farms II, LLC Land Acquisition	Jackson	Preservation	$2,686,568	$0	Natural systems protection	Jackson Blue Spring	Impaired	Partially complete
NWFWMD	Jackson Blue Spring Agricultural BMP Producer Cost Share Grant Program	Jackson	Water Quality	$1,333,333	$1,000,000	Reduced nutrient loading	Jackson Blue Spring	Impaired	In progress
NWFWMD; Florida Department of Agriculture and Consumer Services	Mobile Irrigation Laboratory	Jackson	Water Quantity	$673,938	$71,125	Water conservation	Jackson Blue Spring	Impaired	Ongoing
NWFWMD; University of Florida Institute of Food and Agricultural Sciences (IFAS)	Sod-Based Crop Rotation	Jackson	Water Quality	$806,032	$326,000	Reduced nutrient loading and water conservation	Jackson Blue Spring	Impaired	In progress
NWFWMD; IFAS	Sod-Based Crop Rotation	Jackson	Water Quality; Education & Outreach	$415,000	$64,000	Reduced nutrient loading and water conservation	Jackson Blue Spring	Impaired	Ongoing

*Projects with state funding requested may include match or contributing funding from local, federal or other sources.

Current BMAP Projects in the NWFWMD (cont.)

Cooperator	Project Name	County	Project Type	Five-Year Total Costs	State Requested Funding*	Benefit Description	Water Resource or TMDL Waterbody	Watershed/ Waterbody Grade	Project Status
Upper Wakulla River and Wakulla Springs BMAP									
City of Tallahassee	Public Education & Outreach	Leon	Education & Outreach	$1,700,000	$0	Reduced nutrient loading	Wakulla Spring	Impaired	Ongoing
City of Tallahassee	Eastgate Flood Relief Project Phase II	Leon	Stormwater	$2,700,000	$0	Reduced nutrient loading	Wakulla Spring	Impaired	In progress
City of Tallahassee	Gaines St. – Madison St. Supplemental SW Outfall 2	Leon	Stormwater	$300,000	$0	Reduced nutrient loading	Wakulla Spring	Impaired	In progress
City of Tallahassee	SPI – Bradford Road Stormwater Outfall	Leon	Stormwater	$325,000	$0	Reduced nutrient loading	Wakulla Spring	Impaired	In progress
City of Tallahassee	SPI – Limerick Drive Stormwater Outfall Improvements	Leon	Stormwater	$60,648	$0	Reduced nutrient loading	Wakulla Spring	Impaired	In progress
City of Tallahassee	Street Sweeping	Leon	Stormwater	$1,500,000	$0	Reduced nutrient loading	Wakulla Spring	Impaired	Ongoing
City of Tallahassee	Assessment and Rehabilitation of Sewer Collection System	Leon	Wastewater	$10,000,000	$10,000,000	Reduced nutrient loading	Wakulla Spring	Impaired	Ongoing
Leon County	Street Sweeping	Leon	Stormwater	$75,500	$0	Reduced nutrient loading	Wakulla Spring	Impaired	Ongoing
Leon County	Florida Yards and Neighborhoods Program	Leon	Stormwater; Education & Outreach	$55,000	$0	Reduced nutrient loading	Wakulla Spring	Impaired	Ongoing
Leon County	Water Quality Sampling	Leon	Study; Water Quality	$250,000	$250,000	Reduced nutrient loading	Wakulla Spring	Impaired	Ongoing

*Projects with state funding requested may include match or contributing funding from local, federal or other sources.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

25. Authorizing the reallocation of funds from the Capital Improvement Program, transferring $1,772,000 from Fund 352, "Local Option Sales Tax (LOST) III," Highway 297 Project, Cost Center 210107, Object Code 56301, to the Transportation and Drainage LOST III, Fund 352, Cost Center 210107, Object Code 56301, to fund the following projects:

Project Number	Project Description	Funds to Transfer
Project 09EN0115	Muscogee Road Widening/Drainage Project	$1,047,000
Project 15EN3195	Ponderosa Pond Project	$ 725,000
	Total	$1,772,000

26. Taking the following action concerning a Grant Agreement (No. S0779) with the Florida Department of Environmental Protection (DEP) for operation and maintenance services to boat ramps renovated and constructed under Deepwater Horizon (Fund: Fund 118, Gulf Coast Restoration Fund, Cost Center NRDA Boat Ramps):

A. Rescinding the Board's action of April 9, 2015, approving County Administrator's Report, Budget/Finance Consent Agenda Item II-21, regarding DEP Grant Agreement (No. S0779);

B. Approving the revised Grant Agreement (No. S0779) with the State of Florida DEP for operation and maintenance services to boat ramps renovated and constructed under Deepwater Horizon Natural Restoration Damage Assessment Early Restoration Program (NRDA ERP), in the amount of $562,545, from the date of execution until December 31, 2030, inclusive; and

C. Authorizing the Chairman to sign the Grant Agreement and any documents related to acceptance, execution, reporting, no-cost time extensions, and Amendments to this Grant, pending Legal review and approval, without further action of the Board.

Please note the last sentence in Paragraph 25 (Page 6 of 7), "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE

Date: 03-23-2018

TO: Liz Carew
Clerk to the Board

BCC: 11-05-2015

CAR II-26 DEP Agreement No. SO779, Change Order No. 001

Please Initial and Date
Below on Line Provided

jw 03-23-18 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.

3/23 LC Liz Carew, Clerk to the Board

Return This Cover Page & Documents (as applicable) to Judy Witterstaeter

Escambia County
Clerk's Original

11/5/2015 CHG II-216

DEP AGREEMENT NO. S0779
CHANGE ORDER NO. 001

GRANTEE

Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, Florida 32502

DEP Agreement No. S0779 as entered into on the 1st day of December, 2015, is hereby revised as follows:

1. Paragraph 17 is hereby revised with the following:

Robert K. Turpin or Successor	
Manager, Marine Resources Division, Department of Natural Resources Management	
3363 West Park Place	
Pensacola, FL 32505	
Telephone No.:	(850) 595-3474
E-mail Address:	rkturpin@myescambia.com

Not Agenda Backup
3/6/2018 JC

2. Paragraph 22 is hereby revised as follows:

   A. The Department may at any time, by written order designated to be a change order, make any change in the task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
   B. Either party may provide notice to the other party by email identifying a change of a designated Grant Manager and providing the new contact information for the newly designated Grant Manager. Such notice is sufficient to effectuate this change without requiring a written amendment to the Contract.

All other terms and conditions of the Agreement shall remain unchanged.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Jeff Bergosh, Chairman or designee

Date: 3/5/2018

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Phil Coram, Division Director or designee

Date: 3/16/18

PAM CHILDERS
ATTEST: Clerk of the Circuit Court
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.
By/Title:
Date: 3/1/18

BCC Approved 11-05-2015

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-13876 **Clerk & Comptroller's Report 10. 5.**
BCC Regular Meeting **Consent**
Meeting Date: 04/05/2018
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 March 8, 2018;

B. Approve the Minutes of the Attorney-Client Session held March 15, 2018;

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held March 15, 2018; and

D. Approve the Minutes of the Regular Board Meeting held March 15, 2018.

Attachments

20180308 CW Workshop
20180315 Attorney Client Session Minutes
20180315 Agenda Work Session
20180315 Regular BCC Meeting Minutes

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD MARCH 8, 2018
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:00 a.m. – 12:27 p.m.)

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson, IV, District 4
Commissioner Douglas B. Underhill, District 2
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Angela Crawley, Assistant to the County Administrator, County Administrator's Office
Jessica Whittle, Legal Assistant, Clerk and Comptroller's Office

AGENDA NUMBER

1. Call to Order

   Chairman Bergosh called the Committee of the Whole (C/W) Workshop to order at 9:00 a.m.

2. Was the Meeting Properly Advertised?

   The C/W was advised by Jessica Whittle, Legal Assistant, Clerk and Comptroller's Office, that the meeting was advertised in the *Pensacola News Journal* on March 3, 2018, in the Board's weekly meeting schedule.

3. Progress Update on the New Correctional Facility

   A. Board Discussion – The C/W viewed and discussed a PowerPoint presentation, which was also provided in hard copy, entitled *New Escambia County Correctional Facility Progress Update*, presented by Steve Jernigan, Manager/Member, Bay Design, and the C/W:

      (1) Was advised by Mr. Jernigan that:

         (a) Bay Design is working closely with the Civil Engineer and the County Engineer on the site utilities issues and the civil design, and during this process an alternate location for a stormwater pond was identified along St. Mary Avenue;

         (b) The civil design has been submitted for pre-DRC [Development Review Committee] stage;

         (c) They are working with the Emerald Coast Utilities Authority (ECUA) on the potential transfer of a utilities easement and sewer line that runs behind and to the west of the existing facility, which would have to be crossed with the connector between the new facility and the existing facility; and

         (d) The groundbreaking ceremony is targeted for the week of April 11, 2018;

      (2) Was advised by Bob Dye, Risk Manager, of the primary risks of assuming responsibility for a sewer line on the property;

      (3) Was advised by County Administrator Brown that ECUA is concerned that the sewer line is behind a secure area that would hinder immediate access;

      (4) Viewed and discussed the flyer provided by Robert Fabbro, Whitesell-Green/Caddell, which was also provided in hard copy, announcing the "New Escambia County Corrections Project Kickoff," to be held on March 21, 2018, from 3:00 p.m. until 6:00 p.m., at the Brownsville Community Center, which will be published on the County's website;

      (5) Upon inquiry from Commissioner May, was advised by Mr. Fabbro that they will be tracking the use of minority and female sub-contractors, as well as which neighborhood they are from; and

      (6) Heard a request from Commissioner Underhill that the order of the Commissioners be changed on the proposed site sign to reflect the traditional order; and

   B. Board Direction – None.

4. FloridaWest Update

A. Board Discussion – The C/W viewed and discussed a report, which was also provided in hard copy, entitled *Economic Development Report Year to Date October 1, 2017 – March 5, 2018*, and the C/W:

(1) Was advised by Scott Luth, Chief Executive Officer, Florida West, that:

(a) There are 30 projects in the pipeline, and this number includes some carryover from last year; 20 are active projects, seven are existing companies within the community, and 13 are new companies considering the community; and there have been eight site visits to the community by potential investors and 26 existing industry visits;

(b) One company, QMotion, reduced its workforce due to an internal merger; manufacturing was relocated to another location but headquarters, marketing, and sales are still located in Pensacola;

(c) There has been one announcement, VetFed;

(d) The CO:LAB small business incubator is at 100% occupancy of two floors in partnership with Pensacola State College; there are currently 14 companies with 47 employees, 14 companies have exited the facility since opening, and a full presentation on the CO:LAB is anticipated at a future meeting; Gulf Power has moved out of the first floor facility, so 4,000 square feet of space is anticipated to be added to the CO:LAB in partnership with Pensacola State College;

(e) The Consul General of Canada, Susan Harper, was recently hosted;

(f) The Bluffs project won three Addy Awards for integrated campaign, direct mail, and best of show; the majority of the campaign was produced locally;

(g) Individuals from JETRO were in town for the Japan-U.S. Grass-Root Business Partnership Forum, attended by approximately 50 people, to assist companies with exporting to Japan as well as Japanese companies interested in locations in the United States;

(h) PensacolaWest supported the Ferguson Airport career fair that was attended by approximately 100 students;

(Continued on Page 4)

4. Continued…

   A. Continued…

      (1) Continued…

         (i) Pensacola State College received an award from the Florida Job Growth Grant Fund in the amount of $1.8 million, which includes $334,000 for manufacturing and technology programs, $165,000 for a transportation program to include truck driver and forklift driver training, $325,000 to expand healthcare programs, $280,000 for aviation-related career academies, $61,000 to begin the process of looking at a construction and trade program, and $544,000 toward cyber and IT programming in the career academies and PSC;

         (j) Continuing TRIUMPH projects include support for the UWF innovation network facility, The Bluffs, the City of Pensacola's request for airport expansion, and a partnership with Pensacola State College regarding a possible expansion of the CO:LAB facility or a new incubator;

         (k) A strategic planning meeting has been held with the boards of PEDC [Pensacola-Escambia Promotion and Development Commission] and FloridaWest to set priorities; the goal is to return a five-year strategic plan with goals, objectives, and metrics, and a five-year budget; and

         (l) Work continues with Dr. Kwame's environmental management and planning class related to the Mid-town Commerce Park; and

      (2) Was advised by Commissioner Robinson that he is excited about the potential expansion of the CO:LAB space; the 46 jobs lost by the relocation of QMotion will easily be assimilated into other local projects in the manufacturing sector; the Beulah Interchange will be moving forward; and the Florida Department of Transportation will be visiting soon;

   B. Board Direction – None.

   (COMMISSIONER MAY WAS ABSENT DURING DISCUSSION OF THIS ITEM)

5. Mid-Town Commerce Park Development

A. Board Discussion – The C/W viewed and discussed a PowerPoint presentation, which was also provided in hard copy, entitled *Mid-Town Commerce Park Update*, presented by Amy Lovoy, Assistant County Administrator, and the C/W:

(1) Was advised by Ms. Lovoy that:

(a) The County now possesses almost the entire site of the location referred to as the Mid-Town Commerce Park;

(b) The easiest way to proceed is to vacate the current plat, prepare an analysis of the needs to determine the constraints and opportunities of a commercial park, and establish a new plat with infrastructure, parcel dimensions, and potential carve-outs for a fire training facility and the New Hope Missionary Baptist Church;

(c) Existing businesses in the area desire to expand and County staff needs direction on whether the Board wants to allow them to do so;

(d) The County will define the minimum lease rate, the requirements for a timeframe to begin development, incentives for development, preferred businesses, and economic profile;

(e) Commercial financing would be available to a credit-worthy borrower if the Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (DEP) have issued a "No Further Action" statement on the site; and the EPA believes the "Ready for Re-use Determination" document would be sufficient;

(f) Otherwise insurable commercial entities would be able to obtain insurance coverage; and sub-limits related to environmental claims may be excluded, but there is specific commercial coverage that may be obtainable;

(g) County staff seeks Board direction on how they would like to proceed;

(h) There is almost $190,000 in Local Option Sales Tax funding that was allocated for this site if the Board chooses to proceed with a master plan;

(i) The entire footprint includes the main parcel, as well as all of the ancillary pieces on both sides of Pace Boulevard, Palafox Street, and the Herman/Pearl area;

(Continued on Page 6)

5. Continued…

A. Continued…

(1) Continued…

(j) The only restrictions on the parcels in the Clarinda Triangle area and those to the south are that they can't be used for residential purposes;

(k) The EPA was not receptive to the proceeds of the sale of any outlying parcels being used for the EPA-required monitoring expense; however, the proceeds from a long-term lease are not considered windfall and may be applied to the costs;

(2) Was advised by Commissioner Underhill that:

(a) In his opinion, leasing is the only option due to the environmental monitoring requirements, and a 99-year renewable lease gives the lessee all opportunities they would typically have with fee-simple purchase;

(b) He would need to hear additional information on the carve-outs for the church and the fire training facility;

(c) The Perdido Key Master Plan may not be the best guidance for this project;

(d) He recommends that, instead of a costly study, the Board state a clear and small set of public benefit objectives and allow the private sector to respond; preservation of the County's environmental equities and responsibilities is critical, so those equities and responsibilities must be clearly articulated to the private sector when seeking proposals; he requests language regarding industries or utilities that do not create traffic and infrastructure crises; and the County should avoid trying to turn this into a profit center, but look at the proposals objectively based on the equities of the people of Escambia County; and

(e) If a sliding scale is implemented, the bottom end of the scale should cover the cost of environmental monitoring;

(3) Was advised by Commissioner Barry that he would be open to communicating with any businesses currently adjacent to County-acquired properties to seek letters of interest or proposals, as they will be the lowest-hanging fruit for potential easy success, which might bring momentum to the redevelopment;

(Continued on Page 7)

5. Continued…

   A. Continued…

      (4) Was advised by Commissioner Robinson that:

         (a) The core polluting property will be on a lease situation, but the additional outlying properties may be able to be sold;

         (b) It was anticipated the Fire/EMS training facility could be built on the Clarinda Triangle or southern parcels and he thinks one of the outparcels is a good candidate for a Fire/EMS facility because it is already owned by the County and is centrally located;

         (c) It is his wish there be a requirement to develop the land within a specified time frame; and

         (d) He suggests a matrix to incentivize jobs of above-average wage with lower lease rates;

      (5) Was advised by County Administrator Brown that the property may be sold but any sale proceeds would be remitted to the EPA;

      (6) Was advised by Commissioner Bergosh that he feels a lease scenario makes the most sense and he likes the idea of using the lease fees to offset the cost of environmental monitoring; he has concerns about whether the location lends itself to the type of use anticipated for Fire/EMS training; and

      (7) Heard a request from Commissioner Underhill that County staff begin preparing a document outlining what they believe the Board's parameters are for this development; and

   B. Board Direction – none.

   (COMMISSIONER MAY WAS ABSENT DURING DISCUSSION OF THIS ITEM)

6. Low Impact Design (LID) Initiative

A. The C/W reviewed and discussed a PowerPoint presentation, which was also provided in hard copy, entitled *Low Impact Design Initiative*, presented by Chips Kirschenfeld, Director, Natural Resources Management, and the C/W:

(1) Was advised by Mr. Kirschenfeld that:

(a) Low impact design is a land use and stormwater strategy to infiltrate stormwater on-site instead of funneling it to a stormwater pond;

(b) The Low Impact Design Manual was developed by Dr. Marty Wanielista and Eric Livingston and is intended to be used as a reference tool or a guide to facilitate the design, permitting, and construction of LID stormwater treatment systems; it is intended to be a supplement and not a replacement for existing stormwater management regulations;

(c) The manual was presented to the County Professional Advisory Committee, who requested guidance from the Board, to include any incentives the County can provide to the community to utilize and implement some of the LID principles; and

(d) He would return with ideas for ways to incentivize participation; and

(2) Was advised by Commissioner Robinson that he would like to incentivize low impact design and he would like to find opportunities to take the design elements to the engineering groups and homeowners associations; and

(3) Was advised by Commissioners Bergosh and Underhill that they would like to incentivize developers to use the low impact design methods; and

B. Board Direction – None.

(COMMISSIONER MAY WAS ABSENT DURING DISCUSSION OF THIS ITEM)

7. RESTORE Update – March 2018

A. Board Discussion – The C/W reviewed and discussed a PowerPoint presentation, which was also provided in hard copy, entitled *RESTORE Update,* presented by Chips Kirschenfeld, Director, Natural Resources Management, and the C/W:

(1) Was advised by Mr. Kirschenfeld that:

(a) There is currently $16,589,894.27 available in the Direct Component (Pot 1) Trust Fund for the ten projects that have been approved by the Board; it is expected that an additional $4 million will be deposited next month;

(b) A press release was issued regarding the Carpenter Creek/Bayou Texar Plan, Project Universal Access, and Eleven Mile Creek Basin awards; the notices of award have been received from treasury and the projects may be solicited;

(c) The County is expecting the notice of award on the Eleven Mile Creek Restoration, Hollice T. Williams Park, South Dogtrack Drainage, SOAR with RESTORE, and OLF8 Commerce Park in April; however, the OLF8 Commerce Park will not be approved by treasury until Escambia County owns the property;

(d) Additional information is needed from the Florida Department of Transportation concerning the design of the Perdido Key Multi-Use Path and the property for the Perdido Key Gulf Access project is yet to be identified;

(e) The three projects that have been awarded match the full amount of the request;

(2) Was advised by Commissioner Robinson that he does not wish to see the County moving forward with new projects because there are currently plans that have not been implemented; and

(Continued on Page 10)

7. Continued…

A. Continued…

(3) Was advised by Commissioner Underhill that:

(a) He appreciates the level of effort that went into having ten of ten projects approved;

(b) The amount of money included in the request for the Perdido Key Gulf Access is a placeholder and not reflective of the amount that will be needed to proceed with the project; there will be no changes to the scope of the project, but additional funding will be needed to procure property considering current property values; and

(c) A .8-acre parcel of property was previously purchased with the intent of being utilized 75% for Perdido Key Beach Mouse habitat and 25% beach access, but there is concern regarding the number of parking spaces that can be placed on the location; and

B. Board Direction – None.

(COMMISSIONER MAY WAS ABSENT DURING DISCUSSION OF THIS ITEM)

8. Small Wireless Facilities Ordinance

A. Board Discussion – The C/W reviewed and discussed a PowerPoint presentation, which was also provided in hard copy, entitled *Small Wireless Facilities (SWFs), Small Cell – 5G Technology*, presented by Bobbie Ellis-Wiggins, Assistant County Attorney, and the C/W:

(1) Was advised by Ms. Ellis-Wiggins:

(a) The Legislature has implemented the Advanced Wireless Infrastructure Deployment Act, §337.401(7), *Florida Statutes*, regarding small cell technology in response to the wireless industry reporting “unacceptable pushback” from government entities, including application processing delays, indefensible permit rejections, and high fees;

(Continued on Page 11)

8. Continued…

A. Continued…

(1) Continued…

(b) A “wireless facility” includes the radio transceivers, antennas, wires, cables, and power supplies, and a Small Wireless Facility is defined as a wireless facility with antennas no more than 6 cubic feet in volume and all associated wireless equipment totaling no more than 28 cubic feet in volume;

(c) While wooden poles are being phased out, existing wooden poles are cumbersome because the cables are unable to be concealed within the pole and conduit must be utilized;

(d) The County may establish registration and permitting systems; charge a colocation fee of up to $150 per pole per year; establish “objective design standards” governing location context, color, stealth, and concealment; and adopt by ordinance reasonable and nondiscriminatory provisions for indemnification, performance bonds, security funds, force majeure, abandonment, county liability, and county warranties;

(e) The Statute establishes strict timelines for application processing, permit approval, alternative location negotiation, and other procedures; if timelines are not met, applications are deemed complete, permits are deemed approved, and alternative locations are deemed accepted;

(f) A wireless service provider may include up to 30 SWFs in a single application, which results in a single permit, if approved;

(g) The Board may agree to or revise the objective design standards and other components of the proposed Ordinance;

(h) There is a provision for the County and the service provider to negotiate the location of the SWF;

(i) The Ordinance provides for a permitting process and includes an application checklist to assess the health, safety, and welfare components;

(j) The items referred to as objective design standards are objective so as to be defensible in court; and the AT&T attorney has reviewed the standards and is satisfied that they will pass muster in court;

(Continued on Page 10)

8. Continued…

A. Continued…

(1) Continued…

(k) The Statute addresses compliance with homeowners' association (HOA) requirements and includes a restriction on placing a unit where HOA restrictions are in place unless specifically authorized by the HOA;

(l) The County may deem an application incomplete if all criteria have not been satisfied; and

(m)The draft ordinance is unique to Escambia County;

(2) Was advised by Roberta Richbourg, Manager-Real Estate/Regulatory, Verizon Wireless, that Verizon was in support of the legislation, and the cost of $150 per pole is reasonable;

(3) Was advised by Commissioner Robinson that:

(a) Some locations are charging over $1,000 per pole and the cost of $150 per pole was negotiated with the State of Florida and agreed to by all sides; and

(b) The Ordinance was written in collaboration with the providers and he appreciates the cooperation of the providers; and

(4) Was advised by County Attorney Rogers that the County retains authority in right-of-way for public infrastructure; and the Ordinance approval will be scheduled for April 5, 2018; and

B. Board Direction – None.

9. Temporary Permit for Concrete Crushing

A. Board Discussion – The C/W reviewed and discussed a PowerPoint presentation, which was also provided in hard copy, entitled *Temporary Concrete Crushing Permit*, presented by Amy Lovoy, Assistant County Administrator, and the C/W:

(1) Was advised by Ms. Lovoy that:

(a) Sites with stockpiles of concrete which were accumulated prior to the adoption of the permitting requirements will be eligible for permits regardless of whether the concrete originated on-site or off-site; however, going forward, the permits will be issued for crushing of concrete that originated on-site only unless there is a written determination by the County that it is to the public benefit to transport the concrete for crushing;

(b) Temporary crushing permits would approve crushing between 5-7 days per year; however, it is anticipated that in the beginning of the permitting process some sites may require longer to crush the stockpile of concrete that has accumulated on site;

(c) Permit applicants must allow the County reasonable access to the site and the placement of air monitoring equipment on the site; all crushing activities would cease if air quality standards are exceeded; and applicants must have competent representation that is knowledgeable of local, state, and federal regulations on site during all crushing activities;

(d) A general notice is required to be sent by mail to all properties within a 500 foot radius of the proposed site no fewer than 14 days prior to commencement of the crushing activities and a 3-foot by 4-foot sign including the name, address, and telephone number of the party conducting the crushing must be displayed within 10 feet of the public right-of-way on all roadways adjacent to the project site; and

(e) At the Board's request, a list of all crushing sites in Escambia County and the permit status of each one has been provided for review;

(Continued on Page 14)

9. Continued…

A. Continued…

(2) Was advised by Pat Johnson, Director, Waste Services, that:

(a) Mandating deliveries by Ordinance to the Perdido Landfill has not been considered an incentive;

(b) The current supply of demo concrete received for crushing, which averages 2,560 tons per year, at the landfill does not meet the current demand of approximately 3,700 tons per year; purchasing concrete is more expensive than crushing services; and

(c) The County spent approximately $190,000 on material over the past four years, which breaks down to spending $107,000 purchasing material and $82,000 on concrete grinding;

(3) Was advised by Commissioner Robinson that he is not opposed to trying to identify ways to encourage individuals to bring additional material to the landfill, but he has no desire to seek material beyond the amount that is needed each year;

(4) Heard a request from R. Todd Harris, Attorney, that the Board consider allowing a sunset provision to allow permits to be issued for 30-45 days for the first six months to one year that the Ordinance is in existence, to allow for applicants to catch up on backlogs; and

(5) Heard a request from Commissioner May that staff address setbacks from local residences in the temporary permit; and

B. Board Direction – None.

10. Unity In the Family's Changing Anti-Social Habits (CASH) Program Update

A. Board Discussion – The C/W received an update from Dr. Calvin Avant regarding the Family's Changing Anti-Social Habits (CASH) Program, and was advised by Dr. Avant that:

(1) Initially, there were issues with the Clerk of the Court concerning payment of rent and salaries for some of the employees of Unity in the Family, which took approximately a month and half to resolve; and

(Continued on Page 15)

10. Continued…

A. Continued…

(2) Regarding the recruitment of Program participants:

- 16 individuals rejected participation in the Program
- 20 individuals were homeless
- 12 individuals were bonded out
- 7 individuals are participating in the Program
- 2 individuals were arrested again
- A bond forfeiture had to be paid for one individual
- 2 individuals refused to participate in the program after being bailed out
- 3 individuals obtained jobs
- 1 individual is participating in the Environmental Career Worker Program
- 2 individuals who were incarcerated in the Escambia County Jail are participating in the Environmental Career Worker Program

B. Board Direction – None.

(COMMISSIONER MAY WAS ABSENT DURING DISCUSSION OF THIS ITEM)

11. Day Reporting

A. Board Discussion – The C/W:

(1) Was advised by Vince "Vinnie" Whibbs, Executive Director, ReEntry Alliance Pensacola (REAP), that:

(a) REAP has been involved in providing transitional services primarily to individuals leaving state prisons for the past five years; immediate needs are met, including food, shelter, clothing, transportation, and identification;

(b) The physical facility is located in Brownsville and they have the opportunity to expand their leased space;

(c) The day reporting program would target those who are currently incarcerated and awaiting sentencing and would act as directed by the judiciary to provide a needs assessment and monitor compliance with programs; they partner with local service providers to obtain additional services that are needed;

(Continued on Page 16)

11. Continued…

A. Continued…

(1) Continued…

(d) Participation in a day reporting center could prevent individuals who would otherwise be incarcerated from losing their Social Security or VA benefits;

(e) The budgetary request would be approximately $250,000 from Escambia County and would allow for 80 individuals to participate at any given time; the estimated cost per inmate is $20 per reporting day and an inmate with the ability to pay could be ordered to do so by the court; and

(f) REAP is not the exclusive provider of re-entry services in Escambia County;

(2) Heard a recommendation from County Administrator Brown that a presentation be made for the Public Safety Counsel to determine judicial interest and requirements prior to bringing the item back before the Board;

(3) Upon inquiry from Commissioner Barry, was advised by Whitney Lucas, Financial Manager, Corrections, that:

(a) Alachua County's day reporting center participants are typically healthier, able-bodied offenders who are able to report to the center and not critically ill offenders, so the savings may be $3 per day variable costs for the offenders best suited for day reporting; and

(b) Reducing jail population by 80 inmates is not enough to reduce staffing;

(4) Was advised by Commissioner May that additional benefits to the community exist in the value of individuals being able to maintain employment, pay child support, and other impacts that cannot be measured financially;

(5) Heard a request from Commissioner Underhill to see a 90-120 day beta program to collect data, which would be valuable because he does not feel that contracting with an outside agency for services is appropriate; and

(6) Was advised by Commissioner Robinson that outsourced programming appears to be the common model across the country and he is not opposed to utilizing an outside agency; and

B. Board Direction – None.

12. Utilizing Main Jail Inmates to Perform Road Clean Up

A. Board Discussion – The C/W reviewed and discussed a PowerPoint presentation, which was also provided in hard copy, presented by Wes Moreno, Public Works Department, and the C/W:

(1) Was advised by Mr. Moreno that:

(a) There are potentially 40 inmates, both male and female, that could be available for placement on road crews; the numbers could vary based on population and medical clearance;

(b) Inmates who have been sentenced cannot refuse to work but inmates awaiting sentencing must volunteer;

(c) Inmates may acquire gain time to shorten their sentence for working, and this reduces the cost of housing the inmate;

(d) There are currently two corrections officers and three vans available for work crews that could accommodate two four-person crews, five days a week, eight hours per day; there are also three crew trucks at the Road Department that require a CDL license to operate;

(e) Each additional crew would require an additional Road Corrections Officer at a cost of $60,000, including benefits; any additional vehicles would cost $30,000 each; it is possible to utilize current Road Corrections Officers on an overtime basis on the weekends at a cost of $2,100 per week, but there may be inconsistency in the number of officers who wish to work each weekend; and

(f) To implement the program with two crews, it would take 45-60 days to train the officers and get medical clearances for inmates;

(2) Heard consensus from Commissioners Bergosh, Barry, May, and Underhill in support of measures that don't increase costs beyond the cost of fuel for the two existing vehicles;

(3) Heard a recommendation from Commissioner Barry that after the implementation of the first two litter patrol crews, additional crews may not be restricted to litter patrol;

(Continued on Page 18)

12. Continued…

A. Continued…

(4) Heard a request from Commissioner May to look at cost options and the possibility of reassigning some corrections officers or utilizing outside agency contracts and that the Corrections grant writer look at opportunities for outside funding available to assist in training;

(5) Heard a request from Commissioner Underhill to review money allocated to outside agencies for types of work that could be done by incarcerated individuals and which tasks could be replaced with inmate work crews and to determine what documentation is provided to inmates upon release regarding the work they performed while incarcerated;

(6) Was advised by Commissioner May that while it is important to reduce the litter, he supports teaching inmates skills and considers it an investment to benefit the community;

(7) Was advised by Mr. Moreno that inmates have been involved in the building of two bridges and they have the potential to learn asphalt, small engine work, and pipe laying skills which they are able to utilize after release; and

(8) Heard comments from Commissioner Robinson concerning the inability to spend public dollars on private properties, such as what is done through Keep Pensacola Beautiful; and

B. Board Direction – None.

13. Haas Center Study Regarding the Alcohol Ordinance

A. Board Discussion – The C/W:

(1) Was advised by County Administrator Brown that:

(a) The last time the alcohol Ordinance was approved, there was a request for an evaluation during the final 90 days of the Ordinance to determine what type of impact it may or may not have had; and

(Continued on Page 19)

13. Continued…

A. Continued…

(1) Continued…

(b) The Haas Center developed the survey using the following criteria that the Board indicated:

- Crime
- Commerce
- Quality of life
- Evaluation of the effectiveness of the ordinance

(2) Heard comments from Commissioner Underhill regarding suggested changes to the proposed questions;

(3) Heard concerns from Commissioner Bergosh regarding potential bias when using the word alcohol within the survey;

(4) Heard concerns from David Bear, The Lewis Bear Company, regarding potential bias in the phrasing of the survey questions;

(5) Heard a request from Commissioner Bergosh to include an open-ended question regarding issues on the beach;

(6) Was advised by Commissioner Underhill that if the reference to the alcohol ordinance is removed, the survey becomes a waste of money and his support is withdrawn;

(7) Was advised by Commissioner Barry that objective data, such as numbers and statistics, could be used to determine the effectiveness of the ordinance and it is difficult to quantify quality of life;

(Continued on Page 20)

13. Continued…

A. Continued…

(8) Was advised by Karen Sindel, Vice Chair, Santa Rosa Island Authority (SRIA), that:

(a) The SRIA would have liked to have been included in this conversation on the front end;

(b) Much of the data the Board is seeking is maintained by and can be provided by the SRIA and SRIA has a good relationship with law enforcement and can obtain the data on crimes; and

(c) Mr. Ghio can email any information needed and staff can answer any questions; and

(9) Was advised by County Administrator Brown that, based upon the discussion of the Board, he will pay the Haas Center for the work done on the survey to this point and will proceed no further; and

B. Board Direction – None.

(COMMISSIONER MAY WAS ABSENT DURING DISCUSSION OF THIS ITEM)

14. Adjourn

Chairman Bergosh declared the C/W Workshop adjourned at 12:27 p.m.

MINUTES OF THE ATTORNEY-CLIENT SESSION OF THE BOARD OF COUNTY COMMISSIONERS HELD MARCH 15, 2018
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(8:30 a.m. – 9:17 a.m.)

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
(Not present at Call to Order)
Commissioner Steven L. Barry, District 5 (Not present at Call to Order)
Commissioner Grover C. Robinson IV, District 4
Commissioner Douglas B. Underhill, District 2
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office

AGENDA NUMBER

1. Call to Order

   Chairman Bergosh called the Attorney-Client Session to order at 8:30 a.m.

2. Ratifying the Scheduling of an Attorney/Client Session

   Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried 3-0, with Commissioner May and Commissioner Barry absent, ratifying the scheduling and noticing of the Attorney/Client Session for March 15, 2018, at 8:30 a.m.

3. Session

   Chairman Bergosh advised that:

   A. The County Attorney requests that the Board retire to the BCC Conference Room for the Attorney/Client Session regarding the pending appeal before the Administration Commission of Sheriff David Morgan, which session was advertised via media release on Monday, March 12, 2018 as follows:

(Continued on Page 2)

AGENDA NUMBER – Continued

3. Continued…

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorneys to discuss the pending appeal before the Administration Commission of David Morgan, Sheriff, Escambia County, FL, in accordance with Section 286.011(8), Florida Statutes. Such attorney/client session will be held at 8:30 a.m., on Thursday, March 15, 2018, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida, and is expected to last approximately thirty (30) minutes. Commissioners Jeff Bergosh, Lumon J. May, Douglas B. Underhill, Grover C. Robinson, IV, and Steven L. Barry, County Administrator Jack Brown, County Attorney Alison P. Rogers, Charles V. Peppler, Deputy County Attorney, attorneys representing Escambia County in the foregoing litigation will be attending. A certified court reporter will attend and report the attorney/client session.

B. The session is expected to last about thirty minutes and the following are expected to attend: Commissioners Bergosh, May, Underhill, Robinson, and Barry; Administrator Jack Brown; County Attorney Alison Rogers; and Deputy County Attorney Charlie Peppler.

RECESS: 8:31 A.M. – COMMISSIONER BERGOSH, COMMISSIONER UNDERHILL, COMMISSIONER ROBINSON, COUNTY ADMINISTRATOR BROWN, AND COUNTY ATTORNEY ROGERS RETIRED TO THE BCC CONFERENCE ROOM

RECONVENE: 9:02 A.M. – COMMISSIONER BERGOSH, COMMISSIONER UNDERHILL, COMMISSIONER BARRY, COMMISSIONER ROBINSON, COMMISSIONER MAY, COUNTY ADMINISTRATOR BROWN, AND COUNTY ATTORNEY ROGERS RETURNED TO BOARD CHAMBERS

3. Continued…

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried 3-2, with Commissioner May and Commissioner Barry voting “no,” moving the Mediation Agreement.

Motion made by Commissioner May, seconded by Commissioner Barry, and failed 2-3, with Commissioner Underhill, Commissioner Robinson, and Commissioner Bergosh voting “no,” to delay the Board’s vote on the Mediation Agreement.

ADJOURNMENT

There being no further business to come before the Board, Chairman Bergosh declared the Attorney-Client Session of the Board of County Commissioners adjourned at 9:17 a.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST:

By:_____
Jeff Bergosh, Chairman

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: April 5, 2018

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD MARCH 15, 2018
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:37 a.m. – 10:18 a.m.)

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4
Commissioner Douglas B. Underhill, District 2
Sharon Harrell, Interim Finance Director, Clerk and Comptroller's Office
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda for the March 15, 2018, Regular Board Meeting, was reviewed as follows:

   A. Chairman Bergosh and Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda, and Alison Rogers, County Attorney, reviewed a written communication from Robert H. Steele requesting lien relief for property located at 400 Wayne Avenue;

   B. Sharon Harrell, Interim Finance Director, Clerk and Comptroller's Office, reviewed the Clerk's Report, presented the two Comprehensive Annual Financial Reports for Fiscal Year Ended September 30, 2017, and introduced the Finance Reporting staff;

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

   D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report, and Robin Wright, Trial Court Administrator, First Judicial Circuit of Florida, spoke concerning Item II-2, a recommendation establishing a County-funded Administrative Support Specialist position for the Escambia County Teen Court Program;

   E. Alison Rogers, County Attorney, reviewed the County Attorney's Report;

   F. Commissioner Underhill reviewed his add-on item; and

   G. Commissioner Bergosh reviewed his add-on item.

MINUTES OF THE PUBLIC FORUM WORK SESSION AND REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS
HELD MARCH 15, 2018
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(4:31 p.m. – 6:19 p.m.)

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4
Commissioner Douglas B. Underhill, District 2
Susan Woolf, General Counsel, Clerk and Comptroller's Office
(Regular Board Meeting Only)
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

PUBLIC FORUM WORK SESSION

Chairman Bergosh called the Public Forum Work Session to order at 4:31 p.m.

1. FOR INFORMATION: The Board heard comments from Sylvester Lamar Williams regarding issues with his property on Besma Drive.

2. FOR INFORMATION: The Board heard comments from Theresa Blackwell regarding form-based code as it relates to the future of Beulah and Pensacola.

3. FOR INFORMATION: The Board heard comments from Robert Ward regarding a Notice of Violation and Cease and Desist Order he received for concrete crushing for his company, American Concrete Supply.

4. FOR INFORMATION: The Board heard comments from the following individuals concerning the privatization of land on Pensacola Beach:

   Anita Feliciano
   Sarah Hall
   Dianne Krumel

5:19 p.m. – PUBLIC FORUM ADJOURNED
5:36 p.m. – REGULAR BOARD MEETING CONVENED

REGULAR BCC AGENDA

1. Call to Order

   Chairman Bergosh called the Regular Meeting of the Board of County Commissioners to order at 5:36 p.m.

2. Invocation

   Minister Clinton Powell of True Worship Baptist Church delivered the invocation.

3. Pledge of Allegiance to the Flag

   Commissioner Barry led the Pledge of Allegiance to the Flag.

4. Adoption of the Agenda

   Motion made by Commissioner May, seconded by Commissioner Underhill, and carried unanimously, adopting the agenda as prepared and duly amended.

5. Commissioner's Forum – District 3 – Commissioner May expressed his thanks to Quint Studer and the Pensacola News Journal for their support of CivicCon, expressed his condolences to the families of Matilda Townsend and Woodrow Cushon on their passing, and mentioned that his friend, Josh Sitton, was traded to the Miami Dolphins.

6. Adoption of Proclamations

   Motion made by Commissioner May, seconded by Commissioner Underhill, and carried unanimously, adopting the following proclamations:

   A. The Proclamation honoring and congratulating Mrs. Georgia Hadley on reaching the age of 100;

   B. The Proclamation proclaiming April 2018 as "DONATE LIFE MONTH" and proclaiming Friday, April 13 as "National Blue and Green Day"; and

   C. The Proclamation proclaiming April 2 - April 6, 2018, as "NATIONAL COMMUNITY DEVELOPMENT WEEK."

REGULAR BCC AGENDA – Continued

7. Written Communication

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, decreasing the $1,100 fee by half and requiring the remaining fees to be paid by the offender, relative to the February 22, 2018, communication from Robert H. Steele requesting lien relief for property located at 400 Wayne Avenue.

Speaker(s):

Robert H. Steele
Sheila Hanson

8. Proof of Publication

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, waiving the reading of the legal advertisement(s) and accepting, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule:

A. The following two Public Hearings on the agenda:

(1) The 5:31 p.m. Public Hearing, advertised in the *Pensacola News Journal* on February 22, 2018, for consideration of the vacation of the eastern portion of Kersey Road on the Board's own motion;

(2) The 5:33 p.m. Public Hearing, advertised in the *Escambia Sun Press* on March 1 and 8, 2018, for consideration of the Petition to Vacate a portion of the Huntington Creek First Addition Plat, as petitioned by Clearwater 102, LLC; and

B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule March 12 - March 16, 2018,* as published in the *Pensacola News Journal* on March 10, 2018.

REGULAR BCC AGENDA – Continued

9. 5:31 p.m. Public Hearing

   Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, dropping, until there is a better understanding, the 5:31 p.m. Public Hearing for consideration of the vacation of the eastern portion of Kersey Road on the Board's own motion.

   Speaker(s):

   Gordon McAllister

10. 5:33 p.m. Public Hearing

    Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried 4-0, with Commissioner May temporarily out of Board Chambers, taking the following action regarding a Petition to Vacate a portion of a subdivision:

    A. Approving Petition to Vacate a portion of Huntington Creek First Addition Plat, a subdivision recorded in Plat Book 19, Pages 34 and 34A, as petitioned by Clearwater 102, LLC;

    B. Accepting the Hold Harmless Agreement;

    C. Adopting the Resolution [R2018-22] to Vacate; and

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

    Speaker(s):

    Fred Thompson

CLERK & COMPTROLLER'S REPORT – Honorable Pam Childers, Clerk of the Circuit Court and Comptroller

I. CONSENT AGENDA

1&2. Approval of Two Consent Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried 4-0, with Commissioner May temporarily out of Board Chambers, approving Consent Agenda Items 1 and 2, as follows:

1. Accepting, for filing with the Board's Minutes, the following two Comprehensive Annual Financial Reports (the Reports are available online at http://www.escambiaclerk.com/clerk/coc_cafr.aspx):

   A. The Government Finance Officers Association version of the Escambia County, Florida Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2017; and

   B. The Auditor General version of the Escambia County, Florida Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2017.

2. Taking the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

   A. Approving the Minutes of the Attorney-Client Session held March 1, 2018;

   B. Accepting, for filing with the Board's Minutes, the Report of the Agenda Work Session held March 1, 2018; and

   C. Approving the Minutes of the Regular Board Meeting held March 1, 2018.

GROWTH MANAGEMENT REPORT – Horace Jones, Director, Development Services Department

I. FOR ACTION

1. Huntington Creek Second Addition

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried 4-0, with Commissioner May temporarily out of Board Chambers, taking the following action concerning the recording of Huntington Creek Second Addition (a 13-lot, private single-family residential subdivision), 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 Land Development Code; also, prior to recording, the County Surveyor must sign the Final Plat, as set forth in Chapter 177.081 (1), Florida Statute:

A. Approving the Final Plat for recording; and

B. Approving the street name “Huntington Creek Boulevard.”

COUNTY ADMINISTRATOR'S REPORT – Jack R. Brown, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

2-8. Approval of Various Consent Agenda Items

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried 4-0, with Commissioner May temporarily out of Board Chambers, approving Consent Agenda Items 2 through 8, as follows [Item 1 was held for a separate vote (see Page 9)]:

2. Taking the following action concerning the Federal Transit Administration (FTA) Fiscal Year 2018 Annual Certifications and Assurances for Escambia County:

A. Approving, and authorizing the Chairman to sign, the FTA Fiscal Year 2018 Certifications and Assurances for the Federal Transit Administration Assistance Programs; and

B. Ratifying the Assistant County Attorney's signature, dated February 23, 2018, on the Affirmation of Applicant's Attorney declaration on the FTA Fiscal Year 2018 Certifications and Assurances for the Federal Transit Administration Programs.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

2-8. Approval of Various Consent Agenda Items – Continued

3. Accepting, for filing with the Board's Minutes, the February 15, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

4. Approving, and authorizing the Chairman to sign, the Memorandum of Understanding between Workforce Escarosa, Inc., dba CareerSource Escarosa, and Florida Department of Education, Division of Blind Services effective July 1, 2017, through June 30, 2020, and may be renewed for an additional three-year term.

   The One-Stop Partner will provide collaborative referrals between partners for appropriate services, activities, and methods to ensure the needs of workers and youth, individuals with barriers to employment, have access to services through the one-stop delivery system.

5. Taking the following action concerning letters of support for transportation improvements in the vicinity of the new Beulah Middle School on State Road 10 (Nine Mile Road):

   A. Authorizing the Chairman to sign a letter of support for a new traffic signal installation at the Nine Mile Road and Rebel Road Intersection; and

   B. Authorizing the Chairman to sign a letter of support for a pedestrian/school zone crossing for the new Beulah Middle School and for a full median access for the intersection of Allegheny Avenue and the entrance of the new Beulah Middle School on Nine Mile Road.

6. Approving the five Request for Disposition of Property Forms for the Public Works Department, listing ten items; the Request Forms have been signed by all applicable authorities.

7. Approving, and authorizing the Chairman to sign, the CareerSource Escarosa Local Four Year Plan Modification; the Plan addresses how the Local Workforce Development Board (LWDB) coordinates service delivery with core programs of the Division of Vocational Rehabilitation and the Division of Career and Adult Education; the Plan is based on current and projected needs of the workforce investment system, [and] must identify the education and skill needs of the workforce and the employment needs of the local area.

(Continued on Page 8)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

2-8. Approval of Various Consent Agenda Items – Continued

7. Continued…

   Regulations require LWDBs to regularly revisit and recalibrate state plan strategies in response to changing economic conditions and workforce needs of the local area.

   The Plan must address how LWDBs foster strategic alignment, improve service integration, and ensure the workforce system is industry-relevant, responding to the economic needs of the local workforce development area and matching employers with skilled workers.

8. Approving the following list of firms meeting the minimum qualifications per PD 16-17.100, Contractor Qualification List and Tire Waste Registration, for Environmental Code Enforcement for a term of 12 months, with the potential for 2 additional 12-month terms to a maximum of 36 months (Funding: N/A):

   Andala Enterprises, Inc.
   Applied Construction Management, LLC
   Bellview Site Contractors, Inc.
   BR Bonner's Hauling, Inc.
   Castellani Hauling and Backhoe Service
   Common Area Solutions, LLC
   HHH Construction, Inc.
   Hoosier Lawn Guy?
   Larry Gates Construction, Inc.
   Southern Girl Botanicals, LLC
   Webster Construction, Inc.
   West Pensacola Lawn Care, LLC

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1. Approval of an Interlocal Agreement

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried 4-0, with Commissioner May temporarily out of Board Chambers, taking the following action concerning the Interlocal Agreement between Escambia County and the District Board of Trustees of Pensacola State College, Florida for student clinical training for the provision of certain Emergency Medical Services, as approved by the District Board of Trustees on January 19, 2018:

A. Approving the Interlocal Agreement to enable students in the Paramedic Program to receive clinical experience under the auspices of Escambia County EMS (ECEMS), commencing the effective date of the Agreement through December 31, 2018, and automatically renewed for four successive renewal terms of one year each; and

B. Authorizing the Chairman to sign the Agreement.

For Information: Commissioner Robinson disclosed that he serves on the Foundation Board of Pensacola State College

II. BUDGET/FINANCE CONSENT AGENDA

1-19. Approval of Various Consent Agenda Items

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried unanimously, approving Consent Agenda Items 1 through 19, as follows, as amended to delete the verbiage “with two one year renewals” from Item 1:

1. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County and American Facility Services, Inc., per the terms and conditions of PD 17-18.014, Resolicit Custodial Services for Various County Buildings, for one year, based on the following:

General Buildings (Facilities Management) - $658,032
Libraries - $111,660
Solid Waste - $23,556
Road Department - $11,940
Tax Collector - $18,960
ECAT [Escambia County Area Transit - $34,080

(Continued on Page 10)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

1. Continued…

General Buildings Additional Area Cleaning Costs as required:
VCT: Strip/Wax (4 coats) - $0.28 per square foot
Ceramic: Scrub - $0.12 per square foot
Carpet Shampoo - $0.14 per square foot
Window Cleaning Exterior (Outside of Scope) - $0.10 per square foot
Window Cleaning Interior (Outside of Scope) - $0.08 per square foot

Emergency Service Call Cost - 2 hour Response Time Based on 1 hour on site:
Century Library - $175
Genealogy Library - $100
Legion Field - $175
Molino Library - $100
SW Library - $100
Tryon Library - $100
W. Florida Regional Library - $100
Additional Hourly Rate - $12.50

(Fund 001, Cost Center 310202, Object Code 53401 [Facilities] $649,332 [Weekly Cleaning] + $29,000 [Additional Services] = $678,332; Fund 501, Cost Center 150112, Object Code 53401 [Employee Health Clinic] $8,700 [Weekly Cleaning] + $1,000 [Additional Services] = $9,700; Fund 113, Cost Center 110501, Object Code 53401 [Library] $111,660 [Weekly Cleaning] + $2,312.04 [Additional Services] = $113,972.04; Fund 175, Cost Center 210401, Object Code 53401, [Roads] $11,940 [Weekly Cleaning] + $2,596 [Anticipated Additional Services] = $14,536; Fund 401, Cost Center 230301, Object Code 53401, [Solid Waste] $12,000; Fund 401, Cost Center 230306, Object Code 53401, [Solid Waste] $7,500; Fund 401, Cost Center 230307, Object Code 53401, [Solid Waste] $900; Fund 401, Cost Center 230314, Object Code 53401, [Solid Waste] $7,500 [Tax Collector] $18,960; Fund 104, Cost Center 211217, Object Code 54601 [ECAT] $34,080)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

2. Taking the following action concerning the establishment of a County-funded Administrative Support Specialist position for the Escambia County Teen Court Program (Funding: Fund 115, Juvenile Programs Article V, Cost Center 410502, Object Code 51201):

   A. Authorizing the creation of a Fund 115, Article V Juvenile Programs funded position, Administrative Support Specialist, per the provided job description; and

   B. Authorizing the recurring personnel expenditure from reserves for the necessary annual cost, beginning March 17, 2018, of $29,120.00 base salary ($14.00/hour) plus benefits in the amount $14,005.00 for a total budgetary impact of $43,125.00. The itemized list of benefits are as follows:

      FICA Taxes at $2,228.00
      Retirement Contributions at $2,190.00
      Life & Health Insurance at $9,500.00
      Worker's Comensation at $87.00

3. Ratifying the following March 15, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the four Residential Rehab Grant Program Funding and Lien Agreements:

   A. Approving the following four Residential Rehab Grant Program Funding and Lien Agreements:

      (1) The Agreements between Escambia County CRA and Milton C. Patejdl, owner of residential property located at 508 South First Street, Warrington Redevelopment District, each in the amount of $2,100, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

(Continued on Page 12)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Continued…

(2) The Agreements between Escambia County CRA and Willard C., Jr., and Mary Jane Turner, owners of residential property located at 104 Payne Road, Warrington Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows and storm shutter installation;

(3) The Agreements between Escambia County CRA and Robert F. and Carolyn A. Wilson, owners of residential property located at 428 South First Street, Warrington Redevelopment District, each in the amount of $3,370, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof; and

(4) The Agreements between Escambia County CRA and James W. Lent, Jr., and Joanne M. Breen, Trustees for James W. Lent, Jr., and Joanne M. Breen Revocable Inter Vivos Trust 5/21/13, owners of residential property located at 25 Manor Drive, Warrington Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

4. Ratifying the following March 15, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of 11 Residential Rehab Grant Program Liens:

   A. Approving the following cancellations of 11 Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Grant Program:

Property Owners	**Address**	**Amount**
Thomas F. Alger and Patricia D. Alger	218 Bryant Road	$1,250
James F. Irby, IV	220 Bryant Road	$1,361
Winston O. Hanks and Susan J. Hanks	211 Sunset Avenue	$2,100
James D. Andrews	118 Southeast Kalash Road	$1,150
Carol H. Boynton	305 Greve Road	$4,390
Verlon L. Trozal	415 Greve Road	$1,592
Kathleen S. Shelton-Lowe	303 West Sunset Avenue	$1,250
Errol Fogarty	406 East Sunset Avenue	$2,420
Arthur Moore and Mary Jane Moore	617 Lakewood Road	$2,162
Ishmeal T. and Nancy M. Damaso	2502 West Lloyd Street	$2,185
Michael and Melissa Pino	415 Southeast Baublits Drive	$6,000

   B. Authorizing the Chairman to execute the Cancellation of Lien documents.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

5. Ratifying the following March 15, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Liens:

   A. Approving the following cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Liens, as the Grant recipients have met the one-year of compliance with the Commercial Façade, Landscape, and Infrastructure Grant Program:

Property Owner	**Address**	**Amount**
Dang & Nguyen Enterprise, LLC	3201 Mobile Highway	$5,443
LOJ, LLC	3470 North Pace Boulevard	$962

   B. Authorizing the Chairman to execute the Cancellation of Lien documents.

6. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Pensacola Concrete Construction Company, Inc., per the terms and conditions of PD 17-18.017, Gettysburg Drive and Amelia Lane Pipe Lining Project, in the amount of $185,092.95 (Funding: Fund 175, Transportation Trust Fund, Cost Center 21042, Object Code 54601, Project Number N/A).

7. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Panhandle Grading & Paving, Inc., per the terms and conditions of PD 17-18.020, Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue) Construction in the amount of $6,281,787.93 (Funding: Fund 353, LOST [Local Options Sales Tax] IV, Cost Center 210106, Object Code 56301, Project Number 18EN0214).

8. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and TOWNES + architects, P.A., per the terms and conditions of PD 17-18.010, Supervisor of Elections Navy Boulevard Warehouse Renovations – AE Selection, for a lump sum amount of $78,480 (Funding: Fund 352, LOST [Local Options Sales Tax] III, Cost Center 110267, Object Code 56201, Project Number 17PF3753).

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

9. Taking the following action concerning a Change Order (CO) to Hammond Engineering, Inc., for the "Innerarity Point Road Area Drainage Improvements Project" (Funding Source: Fund 352, LOST [Local Options Sales Tax] III, Cost Center 210107, Object Code 56301, Project Number 14EN2592 - $4,496; and Fund 352, LOST III, Cost Center 220102, Object Code 56301, Project Number 15NE3392 - $3,750):

   A. Authorizing the reallocation of funds from the Capital Improvement Program - Natural Resources Management Department LOST III funds, in the amount of $50,000, from the Beach Haven Drainage Project, Fund 352, Cost Center 220102 Project Number 15NE3392, to the Innerarity Point Living Shoreline Project, Fund 352, Cost Center 220102; and

   B. Authorizing the County Administrator to execute the following Change Order to Hammond Engineering, Inc., for the "Innerarity Point Road Area Drainage Improvements Project":

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	$8,246.00
Vendor:	Hammond Engineering, Inc.
Project Name:	Innerarity Point Road Area Drainage Improvements Project
Contract:	PD 02-03.79.46.14.ENG
Purchase Order Number:	131180
CO Number:	5
Original Award Amount:	$35,440.00
Cumulative Amount of Change Orders Through this CO:	$40,906.50
New Contract Total:	$76,346.50

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

10. Taking the following action concerning the Florida Commission for the Transportation Disadvantaged, Shirley Conroy Rural Area Capital Grant Application for Capital Assistance, to be used by Escambia County for the purchase of two Americans with Disabilities Act (ADA) of 1990 buses, to be used in the service of a Rural Area Pilot disadvantaged service project (Funding: Escambia County is required to provide a 10% match for Shirley Conroy Rural Area Capital Awards [$13,620.82]; a Budget Amendment will be required to move $13,620.82 from Fund 104 to Fund 320):

    A. Adopting the Resolution [R2018-23] authorizing Escambia County to apply for and accept certain capital assistance Grant awards made by the Transportation Disadvantaged Commission; and

    B. Authorizing the Chairman to execute the Resolution authorizing the County Administrator to sign the Grant Application and Standard Assurances, and authorizing the Mass Transit Director to file the Application.

11. Taking the following action concerning the Florida Commission for the Transportation Disadvantaged, Mobility Enhancement Grant Application for Operating and Capital funding for a Rural Area Pilot disadvantaged service project:

    A. Adopting the Resolution [R2018-24] authorizing Escambia County to apply for and accept certain Grant awards made by the Commission for the Transportation Disadvantaged; and

    B. Authorizing the Chairman to execute the Resolution authorizing the County Administrator to sign the Grant Application and Standard Assurances, and authorizing the Mass Transit Department Director to file the Application.

12. Adopting the Resolution [R2018-25] approving Supplemental Budget Amendment #031, General Fund (001) and Gulf Coast Restoration Fund (118), in the amount of $485,950, to recognize proceeds from the U.S. Department of the Treasury and to appropriate these funds for the RESTORE Direct Component (Pot 1) Second Planning Assistance Grant for the development of the Multi-Year Implementation Plan.

(Continued on Page 17)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

12. Continued…

The plan development and implementation will occur internally with County staff, including the Grant-funded RESTORE Program Manager in which 75% of the salary will be funded with this Grant. This Award also includes 75% funding for a RESTORE Coordinator, a position that will be created at a future date. In addition, the Grant provides funds to purchase computers for the use of the RESTORE funded employees.

13. Adopting the Resolution [R2018-26] approving Supplemental Budget Amendment #070, 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 six months to provide support for the 4-H agents.

14. Taking the following action concerning the Agreement between the Florida Department of Transportation (FDOT) and Escambia County for Muscogee Road Freight Corridor Improvements (Funding: the Department agrees to participate in the Muscogee Road Freight Corridor Improvements Project up to a maximum amount of $666,946.51):

A. Adopting, and authorizing the Chairman to sign, the authorizing Resolution [R2018-27]; and

B. Approving, and authorizing the Chairman to sign, an Agreement between FDOT and Escambia County for Muscogee Road Freight Corridor Improvements.

15. Accepting the U.S. Department of Interior, National Park Service Award/Contract, for Order Number 140P5218P0037, to reimburse Escambia County up to $122,927 (Funding: Fund 001, General Fund, Cost Center 330801, SRI [Santa Rosa Island] Public Safety).

(Continued on Page 18)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

15. Continued…

The National Park Services (NPS) and Santa Rosa Island Public Safety Division (SRI) manage approximately 30 consecutive miles of public beaches within Escambia County, Florida. SRI manages the beaches and associated lifeguard services within the Pensacola Beach area, and the NPS manages the beaches and associated lifeguard services within the adjoining Fort Pickens, Santa Rosa Areas, and the Perdido Key Area. The NPS and SRI continuously respond to and provide assistance to each other on a daily basis for water-related emergencies. The NPS and SRI both hire, train, and supervise lifeguard staff, competing for the same applicant pool, conducting separate training sessions that meet similar certification standards, and providing program management and staff supervision, and often driving past each other in fulfilling these responsibilities.

The Contract will assure consistency of lifeguard services and enable efficiencies realized through resource sharing and economies of scale. The Contract will enhance the safety of beach users in Escambia County, Florida, and within the Florida District of Gulf Islands National Seashore.

16. Taking the following action concerning the Agreement for Employment as Interim Public Safety Medical Director for Escambia County, Florida, between Dr. Mark G. Stavros, M.D., and Escambia County, Florida (Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302):

A. Approving the Agreement for Employment as Interim Public Safety Medical Director for Escambia County, Florida, to allow Dr. Stavros, M.D., to perform the duties of the Medical Director for a term of three months, with an optional month-to-month extension for up to three additional months; and

B. Authorizing the County Administrator to sign the Agreement.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

17. Accepting the following three RESTORE Direct Component (Pot 1) Grant Awards from the U.S. Department of Treasury:

    A. Planning Assistance for the Carpenter Creek and Bayou Texar Revitalization Plan Grant Award No. 1 RDCGR080046-01-00, in the amount of $1,308,000;

    B. Planning Assistance for the Universal Public Access Plan Grant Award No. 1 RDCGR080048-01-00, in the amount of $360,000; and

    C. Planning Assistance for the Eleven Mile Creek Basin Stormwater Ponds Grant Award No. 1 RDCGR080049-01-00, in the amount of $268,800.

18. Taking the following action concerning an Agreement of Purchase and Sale of Mitigation Credits for the Willowbrook Lake Dam Project located on Chemstrand Road (Funding: Fund 352, "LOST [Local Options Sales Tax] III", Cost Center 210107, Object Code 56301, Project #15EN3325):

    A. Approving the Agreement between Escambia County and Westervelt Ecological Services, LLC, a Delaware limited liability company;

    B. Authorizing the Chairman or Vice Chairman to execute the Agreement and all other documents related to the conveyance, subject to Legal review and sign-off, without further action of the Board;

    C. Directing staff to move ahead with mitigation; and

    D. Approving funds, in the amount of $71,550, for the purchase of the Mitigation Credits.

19. Approving, and authorizing the County Administrator to sign, the Agreement for Healthcare Broker/Consulting Services between Escambia County and USI Southwest, Inc., per the terms and conditions of PD 16-17.094, Benefits Broker/Consultant for a term of 36 months, effective upon execution of the Agreement by both parties, in the amount of $150,000 for the first year; in years two and three, the annual fee is $125,000 per year, with a performance guarantee on year one, in that if they are unable to provide a cost savings of $150,000, they would reduce their fee by $75,000 for the year two annual fee (Funding: Fund 501, Health; Cost Center 150108, Health; Object Code 53101, Professional Services).

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Funding for Gulf Coast Summer Jazz Fest Edition

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, approving funding $15,000, requested by Banks Enterprise, LLC, for the 2018 Gulf Coast Summer Fest Jazz Edition, which will be held on Saturday, September 1, 2018, at the Pensacola Community Maritime Park, from Commissioner Grover Robinson's discretionary money, and approve a Purchase Order for this purpose (Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201).

Speaker(s):

William Banks

2. Law Enforcement Trust Funds

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, approving the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of Florida Statute 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2017/2018 (Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201):

A. CDAC Behavioral Healthcare, in the amount of $2,000;

B. Camp Fire Gulf Wind, Inc., in the amount of $750;

C. Onbikes Pensacola, Inc., in the amount of $2,500;

D. Gulf Coast Kid's House, in the amount of $20,000; and

E. WSRE-TV Foundation, Inc., in the amount of $2,500.

Upon approval of these funding allocations the Sheriff’s Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

Speaker(s):

Walker Wilson

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

CHAIRMAN BERGOSH RELINQUISHED THE CHAIR TO COMMISSIONER MAY

3. Letter of Support

Motion made by Commissioner Bergosh, seconded by Commissioner Robinson, and carried unanimously, authorizing the Chairman to sign a letter of support to the State of Florida's Governor's Office further expressing the importance for the requested Legislative Appropriations funding for the Beulah Interchange Connector Project.

COMMISSIONER MAY RELINQUISHED THE CHAIR TO CHAIRMAN BERGOSH

4. Contract Award for OLF Site X Phase II

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried 4-1, with Commissioner Underhill voting "no," taking the following action concerning Contract Award for OLF Site X Phase II (Funding: Fund 352, LOST [Local Options Sales Tax] III; Cost Center 110273; Object Code 56301, Project Number 16PF3518):

A. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Panhandle Grading & Paving, Inc., per the terms and conditions of PD 17-18.035, OLF Site X Phase II – Airfield, based on a base bid of $7,787,288.64, Alternate #1 (sodding disturbed areas) and Alternate #2 (Overlay A.D. Kelly Road), for a total of $8,089,208.64; and

B. Approving allocating $6,900,000 from the Local Option Sales Tax (LOST) III reserves for this project.

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Scheduling of a Public Hearing

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, authorizing the scheduling of a Public Hearing on Thursday, April 5, 2018, at 5:33 p.m., to consider adopting an Ordinance creating Sections 86-131 through 86-160 of the Code of Ordinances to implement new legislation governing placement of small wireless facilities in County rights-of-way.

ITEMS ADDED TO THE AGENDA – COMMISSIONER DOUGLAS B. UNDERHILL

1. Conveyance of a Utility Easement

   Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning the conveyance of a Utility Easement to Emerald Coast Utilities Authority (ECUA) (Funding Source: all costs associated with accepting and recording of documents will be borne by ECUA):

   A. Approving the Utility Easement to allow for ECUA Lift Station 120, located at 198 Patton Drive, to be relocated away from Jones Creek; and

   B. Authorizing the Chairman or Vice Chairman to sign the necessary documents granting the Utility Easement to ECUA.

ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

1. Verbal Recommendation Made During the Meeting

   Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, approving a temporary concrete crushing permit for two businesses in District 5 for 14 days per property for the next 45 days to allow businesses to crush their own aggregate material on site.

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

1. Funding $1,000 to Good Works Partnerships, Inc.

   Motion made by Commissioner May, seconded by Commissioner Robinson, and carried unanimously, approving funding $1,000 to Good Works Partnerships, Inc., for the Reviving Baseball in Inner Cities Program (RBI), from Commissioner Jeff Bergosh's discretionary money, and approving a Purchase Order for this purpose (Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201).

   Speaker(s):

   Charles Bare

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Chairman Bergosh declared the Regular Meeting of the Board of County Commissioners adjourned at 6:19 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST:

By:_____
Jeff Bergosh, Chairman

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: April 5, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13824 **Growth Management Report 10. 1.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 04/05/2018
Issue: 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2018-01
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2018-01

That the Board of County Commissioners (BCC) review and adopt an ordinance amending the Future Land Use (FLU) Map for a Small Scale Amendment, SSA-2018-01, changing the FLU category for a 1.33 (+/-) acre parcel of property, located at 12248 Gulf Beach Highway, Parcel # 22-3S-31-5001-002-001, from Commercial (C) to Public (P).

BACKGROUND:

The small-scale amendment to the future land use (FLU) map of the county proposes to change the FLU category of a parcel on a 1.33 (+/-) acres from Commercial (C) to Public (P). The current developed (library) parcel can be accessed along approximately 245 feet of frontage on the north side of Gulf Beach Highway & 300 feet on the east side of Bauer Field Road State Road 293. Single family homes adjoin the subject parcels on the east and north side currently with a FLU of Mixed-Use Suburban (MU-S). All adjoining properties have a zoning designation of MDR.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Implementation of this Ordinance will consist of an amendment to the Future Land Use Map of the Comprehensive Plan and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

Attachments

SSA-2018-01
Draft Ordinance
Clean Ordinance

SSA-2018-01

ESCAMBIA COUNTY PLANNING BOARD
PUBLIC HEARING

A. A public hearing concerning the review of an ordinance amending the Future Land Use Map, SSA-2018-1
That the Board review and recommend to the Board of County Commissioners (BCC) for adoption an ordinance amending the Future Land Use (FLU) Map for a Small Scale Amendment, SSA-2018-01

A public hearing was held in the above-styled cause before the Escambia County Planning Board on the 6th day of March 2018, commencing at approximately 8:30 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:

TIM PYLE, Acting Chair — District 2
JAY INGWELL — District 1
REID RUSHING — At Large
ALAN GRAY — At Large
WILLIAM CLAY — District 3
PATTY HIGHTOWER — School Board
STEPHEN OPALENIK — Navy

PLANNING BOARD STAFF PRESENT:

MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, DIRECTOR
ANDREW HOLMER
KAYLA MEADOR
JUAN LEMOS
JOHN FISHER
ALLYSON CAIN

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P R O C E E D I N G S

THE CHAIRMAN: If I could remind you to turn off your phones and electronic devices.

(Discussion held off the record.)

(Staff present duly sworn.)

MS. CRAWFORD: Excuse me, Mr. Chairman. Also, since we are going back to the Planning Board, if there were people that signed up for the rezonings, if they needed to -- also think they need to speak on the small-scale, they may not have filled out a speaker request form, so they can do that as well.

THE CHAIRMAN: Yes. I noticed that these scripts have a bit less language in there, talking about if you do wish to speak, you do have to sign up at the front, one of the pink forms.

Please note if you do not choose to speak today, you will not be allowed to speak in future County Commission meetings. So if you wish to speak now and/or in the future, you want to sign up today.

So, staff, you're going to have at it?

MR. FISHER: Yes.

All right. This is the regular Planning Board meeting for Small-Scale Map Amendment 2018-01. This is from commercial future land use to public future land use.

This is showing locational map and the wetlands. There are no wetlands on the property.

This is the zoning map.

THE CHAIRMAN: Excuse me.

Will you explain real quick why we went to quasi-judicial? We were -- I'm sorry. We were kind of going out of order.

We have to call in quasi-judicial. We were going to go through these. For housekeeping, we're going to try it -- We've got a lot on the agenda today. There are several things that the county's going to -- We're going to try to move through these that are -- I would deem less controversial, go through these as a matter of housekeeping, I think, if you want to explain perhaps why.

MR. FISHER: Sure. No problem. We'll do it.

In order for a rezoning to take place, the future land use, which we are currently looking

at right now, must be compatible with the zoning.

And with us looking to propose a future land use change that would be incompatible with the zoning, we have to recommend the future land use first and get a recommendation on that, and then move to the rezoning.

It's just a process, procedural thing. One has to go -- come first. The future land use has to come first before the rezoning case. Otherwise, we'd be doing it backwards. The future land use has to be compatible with the rezoning.

This is what makes it kind of the errant process, and that's why we jump from the quasi-judicial hearing back to the Planning Board.

And we'll go through the rezoning case after this and review this same project but from a rezoning standpoint.

MR. JONES: And try and let me add -- Horace Jones. And we're going to be looking at -- There are two future land-use map amendments. We're going to be looking at Items A, B and C.

Then we will close out that hearing and we'll go to the -- go to the rezoning.

So C does not involve a future land-use change, but it is a Comp Plan text amendment. So that's why we're going to take C as well as we're going to do Item A, B and C.

Then we're going to the quasi-judicial, which is the rezoning hearings.

MR. FISHER: This just makes things -- everything a little more expedited, so we're not jumping back and forth --

MR. JONES: Absolutely.

MR. FISHER: -- closing one session -- opening and closing one session.

We've just got to try to knock this out, and then we can go back to the rezoning. That way we can move along fairly easily.

THE CHAIRMAN: It's all good stuff for my side of the world, so . . .

MR. FISHER: Okay. All right.

Small-Scale Map Amendment to the future land use. We're doing the maps. I'm sorry.

This is the current future land use, again, for SSA 2018-01.

This is the proposed future land use,

public.

This is showing the existing land-use map showing the library, which is an existing building, and some single-family and commercial around the area within a 500-foot buffer.

This is showing the aerial map.

This is showing that it is an AIPD-2 area.

This is showing the public hearing signs that were posted.

This is looking north along Bauer Road.

Looking northeast at the subject property.

Looking east along Gulf Beach Highway.

Looking south across Gulf Beach Highway.

Looking west along Gulf Beach Highway.

The background on the Small-Scale Map Amendment for the future land use map. The county proposes to change the future land use category of a parcel on a 1.33 acre from commercial to public.

The current development library parcel can be accessed along approximately 240 feet of frontage on the north side of Gulf Beach Highway and 300 feet of the east side of Bauer Road, State Road 293.

A single-family home adjoins the subject

parcel on the east side.

And the north side there currently, with the future land use mixed urban -- mixed-use suburban.

All the adjoining properties have a zoning designation of MDR that is on the property.

This is a county project, and staff is acting as the agent today, so if we want to go through and see if there's any public comments, or we can go through all the findings. It's up to the Board.

THE CHAIRMAN: I don't know if we have anybody signed up. I just got the -- Do we have anybody signed up to speak on this?

MS. MEADOR: All of them are.

THE CHAIRMAN: All of them? Okay. Very good.

I'm going to go ahead and take public comment right now. Let's start here where we are.

I would ask staff real quick while I'm sorting through these . . . My initial question in the beginning was why -- why now? What prompted the change?

I'm just curious. I live there. And I

don't know, just from the outside of it, why.
MR. FISHER: This is more or less preserving the property from a county aspect.
This is a government-owned property. And by moving to public, this makes it more a conforming use in the public zoning category.
So by moving it there, we also solidify and also take out a lot of the other zoning category -- or permanent uses and additional uses, taking it out of commercial, so if someone wanted to come back and redevelop this property into something else in the future, the county wants to maintain this as a library moving forward is what -- you know, is what the county is pretty much saying.
This is basically just solidifying and making this a public-government entity with public zoning, which is what -- All government properties should all be zoned public. And we're just trying to make it more conforming.
MR. JONES: And we're going to have Mr. Andrew Holmer, division manager, to give more insight.
MR. HOLMER: Good morning.
Andrew Holmer, Development Services.

Yeah. These two future land-use cases and the accompanying rezonings . . . These were initiated through District 2, Commissioner Underhill.
He would like to see the county properties in his area reflect the county ownership, that these are not going to be commercial. County's keeping this property. And he just wanted to start cleaning up in his district.
The other one that you're going to see was purchased with Navy money through a grant. And part of that is that we're conserving that. Nothing is going to be built on that. So that's why that one's going to conservation.
THE CHAIRMAN: Very good.
Mr. Larry Downs, why don't you come on up.
- - -
LARRY DOWNS, JR., upon being duly sworn, was examined and testified as follows: - - -

MR. DOWNS: Hello. Good morning, ladies and gentlemen.
Larry Downs, Jr., 12156 Havburg Drive, Pensacola, Florida.
I've just noticed that this one -- I was

reading all this last night.
And whenever the county owns property and they go in to rezone it -- I mean, I don't know what the rush is here to do it anyways, but I believe it's a conflict of interest whenever the county decides to rezone property that they own.
I'm -- I'm -- I think the county owns too much property, but I think this here should be something that -- that should proceed, you know, with caution because, you know, it affects the surrounding areas.
There's commercial property right next to it. And I can see this as later on becoming a -- an issue that could affect the commercial properties next to it. Just in my opinion.
You know, it would be nice if we could come up here and rezone our own properties as well, but we can't.
So I just want to bring that to y'all's attention, that I believe it's a conflict of interest for y'all to rezone your properties, however insignificant it may seem. It always affects something later on down the road. And I believe it's going to affect those commercial properties next to it.

Thank you.
THE CHAIRMAN: County attorney, does anybody need to be sworn in of the public? I mean, if they do -- We were -- we were just curious if they need to be sworn in or not.
MS. CRAWFORD: Oh. Yes, I'd recommend they be sworn.
THE CHAIRMAN: Okay. Very good.
Mr. David Donnelly, why don't you come on up.
- - -
DAVID DONNELLY, upon being duly sworn, was examined and testified as follows:
- - -
MR. DONNELLY: Hello. My name is David Donnelly. I live in Heron's Forest right alongside the other parcel.
And I just wanted to say publicly that I've spoken to many of my neighbors, and we all support this move to conservation land, since our properties are conservation nature, too, the green belts that are adjacent to them.
That's all.
THE CHAIRMAN: Very good.
MR. FISHER: This property is moving to

public, not conservation.
The next property will be to conservation that we'll be looking at in just a second.
MR. DONNELLY: Very well.
THE CHAIRMAN: This is the library property, where the library physically sits now.
MR. DONNELLY: You called me.
(Laughter.)
THE CHAIRMAN: I have A, B, C and D.
Next there may be the same -- All of these I've got Ms. Diane Downs. And I think this is for A, B, C and D.
MS. DOWNS: Yeah. I'll pass on that, then.
THE CHAIRMAN: Okay. It appears that all of the rest of them -- And I'm not sure. Ms. Carol? You're going to pass till the next?
And Jeanie Avant.
MS. AVANT: The next one.
THE CHAIRMAN: You'll wait until -- Okay.
Let's go ahead and proceed with this, the next three parcels. I have a belief.
MR. BEARDEN: I'm on that list.
THE CHAIRMAN: Okay.
MR. BEARDEN: Michael Bearden.

THE CHAIRMAN: Yeah, Michael. If you would like to speak, come on up.
- - -
MICHAEL BEARDEN, upon being duly sworn, was examined and testified as follows:
- - -
MR. BEARDEN: Hi. I'm Michael Bearden. Currently I live at 12156 Havburg Drive.
And the reason I just wanted to say something about this, Larry and I differ rarely, but I -- I -- I firmly believe in our public -- turning into public land.
By doing that, we prevent the opportunity for this to turn into something else down the road. I believe in libraries, even with all the Internet libraries, people go. They hold it in their hand. It has a totally different environment, and I want to keep that library there.
Candidly, I don't like the commercial across, but I can't do nothing about that.
So I'm all for this.
Thank you.
THE CHAIRMAN: Thank you, sir.
I think that's all for that particular

portion of it. We'll get back to the rest of it.
Do you want to go ahead and finish up with that?
MR. FISHER: It's up to the Board for them if they want a staff analysis, you know. The staff has agreed to recommend, you know, moving forward to the BCC.
THE CHAIRMAN: Yeah. No. I -- I live in Landfall, and so I'm real familiar with the area, and obviously thought it probably -- I guess the only point I would maybe bring up, it probably should have been done prior to the initial building of the library in the beginning, but, hey, here we are.
So I personally am all in favor of it. And I will certainly entertain a motion for approval.
MR. GRAY: I think I'd like to make a motion that we move forward at this point on the recommendation to the BCC to change it to public.
THE CHAIRMAN: We have a motion.
Do we have a second?
MR. INGWELL: Second.

THE CHAIRMAN: All those in favor say aye.
(Chorus of "ayes.")
THE CHAIRMAN: Any opposed?
(No response.)
THE CHAIRMAN: Moves forward.
(Hearing concluded.)

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CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board public hearing; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Comprehensive Plan Small Scale Map Amendment
Staff Analysis

General Data

Project Name:	SSA-2018-01
Location:	12248 Gulf Beach Hwy
Parcel #:	22-3S-31-5001-002-001
Acreage:	1.33 (+/-) acres
Request:	From Commercial (C) to Public (P)
Agent:	Escambia County BCC, Owner
Meeting Dates:	Planning Board: March 6, 2018
	BCC: April 5, 2018

Summary of proposed amendment

The small-scale amendment to the future land use (FLU) map of the county proposes to change the FLU category of a parcel on a 1.33 (+/-) acres from Commercial (C) to Public (P). The current developed (library) parcel can be accessed along approximately 245 feet of frontage on the north side of Gulf Beach Highway & 300 feet on the east side of Bauer Field Road State Road 293. Single family homes adjoin the subject parcels on the east and north side currently with a FLU of Mixed-Use Suburban (MU-S). All adjoining properties have a zoning designation of MDR. A proposed rezoning Z-2018-01 is proposed from Commercial (Com) to Public (P) and is contingent of the adoption of this amendment.

The existing and proposed future land use categories are described in Comprehensive Plan policy FLU 1.3.1 and summarized as follows:

Commercial. The current Commercial FLU is intended for professional office, retail, wholesale, service, and general business trade, with residential development permitted only if secondary to a primary commercial development. The listed range of allowable uses is residential, retail and services, professional office, light industrial, recreational facilities, public and civic. Commercial FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 1.0.

Public. The proposed Public FLU is intended for a mix of public parks, local, regional, State or Federal facilities, public structures or lands, quasi-public facilities providing public services with no residential and non-residential uses. Provides for uses or facilities owned or managed by the Federal, State or county government or other public institutions or agencies.

Land Development Code (LDC) FLU map amendment requirements

Sec. 2-7.3 (e) Comprehensive Plan map amendments

(3) Compliance review.

a. General amendment conditions. All amendments to the Comprehensive Plan shall demonstrate the following general conditions, allowing that where an amendment is imposed by a state or federal requirement it need only demonstrate the conditions to the greatest extent practicable under that requirement:

1. Need and benefit. There is an identified land use need particular to the scope and function of the Comprehensive Plan for which an amendment is clearly warranted.

Analysis: The owners, Escambia County BCC, currently use the property as a library called the Southwest Branch Library, and would like to protect the property as a more restricted use and a more conforming use as well, by amending the FLU category from Commercial (C) to Public (P). The FLU Public supports government properties and uses as, well not allowing any residential development.

The "Data and Analysis Response" in the application there is one subject parcel with one owner for the FLUM small scale amendment application. The application regards protecting government property that is developed and in turn making it a more conforming use per the FLU with an amendment to a FLU of Public. A library is a permitted use within the existing Commercial zoning of the subject 1.33±-acre parcels, but also allows for residential uses and other commercial type activities.

Predominantly commercial development is development for which more than two-thirds of the development parcel area and more than two-thirds of all gross floor area within the parcel is devoted to commercial use.

Community Planning & Liaison Officer, NAVFAC SE - NAS Pensacola: Located in AIPD 2 and Noise Zone 1 (less than 65 db). For AIPD 2, NAS Pensacola defers to existing densities and lot sizes per the Escambia County Land Development Code. NAS Pensacola has no issues with the rezoning and small scale FLU amendment.

2. Professional practices. The proposed amendment applies contemporary

planning principles, engineering standards, and other professional practices to provide an effective and efficient remedy for the identified land use problem or need.

Analysis: Accepting an existing library development as the identified need, the proposed amendment applies appropriate planning principles by suggesting a replacement FLU that is both consistent with the proposed use and the same as most adjoining and surrounding property. The application of other appropriate professional practices in potential pubic development is addressed in the remaining sections of this analysis.

b. FLUM amendment conditions. In addition to the general amendment conditions, a future land use map amendment shall be based upon analyses [required] by Florida Statute.

Analysis: The proposed amendment complies with all four conditions established by Florida Statutes, §163.3187(1), for the adoption of any small scale comprehensive plan amendment:

(a) The subject 1.33± acre parcel is a use of 10 acres or fewer.

(b) The amendment is the first proposed small-scale amendment for calendar year 2018 and will not exceed the cumulative maximum of 120 acres in a calendar year.

(c) The proposed amendment does not involve a text change to the Comprehensive Plan, but only proposes a land use change to the Future Land Use Map for a site-specific small scale development activity.

(d) The property that is the subject of the proposed amendment is not within a designated area of critical state concern.

Other applicable Comprehensive Plan objectives and policies

1. Housing

Policy HOU 1.1.1 **Residential Areas**. The Escambia County FLUM and zoning maps will identify areas suitable for residential development and/or redevelopment.

Analysis: The proposed Public FLU is a suitable replacement of the existing Commercial FLU to accommodate the local government owed property of a library, and is consistent with the FLU of the largely residential surrounding development.

2. Future Land Use

OBJ FLU 1.3 Future Land Use Map Designations

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

Analysis: MU-U, Com, MU-S and Rec, the applicable FLU for much of the land surrounding the subject parcel, would promote more mixed-use and compact development for the subject parcel and be more likely to discourage urban sprawl than the current Commercial FLU.

3. Infrastructure

Policy HOU 1.1.4 **Adequate infrastructure**. To assure the sustainability of residential communities, Escambia County will require new residential development to locate where adequate infrastructure is available.

Analysis: The application includes documentation of the general adequacy of potable water, wastewater, and solid waste services. The site is located along a collector roadway Gulf Beach Hwy and principal arterial Bauer Road.

GOAL CMS 1 Concurrency Management System

Escambia County will adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. The Concurrency Management System will be determined by the provisions of the LDC.

Potable Water.

Policy INF 4.1.6 **Developer Responsibility**. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.

Policy INF 4.1.7 **Level of Service (LOS) Standards**. The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service

provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Sanitary Sewer.

Policy INF 1.1.7 **Level of Service (LOS) Standards**. Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Policy INF 1.1.11 **Required New Service Connection**. All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUC has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.

Solid Waste Disposal.

Policy INF 2.1.2 **Perdido Landfill Operation**. Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.

Policy INF 2.1.4 **Level of Service (LOS) Standards**. The LOS standard for solid waste disposal will be 6 pounds per capita per day.

Analysis: The Emerald Coast Utilities Authority (ECUA) provides potable water distribution and sanitary sewer collection and treatment, and solid waste collection and disposal for the subject parcel which is already developed.

Stormwater Management.

Policy INF 3.1.5 Concurrency Management. Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.

Policy INF 3.1.6 **Developer Responsibilities**. Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.

Transportation and Mobility.

Policy *MOB 1.1.2* **On-site Facilities**. All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.

Policy MOB 1.1.7 **Access Management**. Escambia County will promote access management by limiting the number of conflict points that a motorist experiences during travel, separating conflict points as much as possible when they cannot be eliminated, and controlling the turning movements to facilitate traffic flow on affected roadways.

Analysis: Any redevelopment of the subject parcel is required to comply with the current stormwater management, onsite parking, site access, and other applicable development standards of the LDC. County compliance review of any redevelopment plan would be required prior to plan approval.

Transportation & Traffic Operations (TTO) Comments – SSA-2018-01
TTO Staff has reviewed the Rezoning Case (SSA)-2018-01, 12248 Gulf Beach Highway, agenda item for the Planning Board meeting scheduled for March 6, 2018. Please see the below comments.

There is an ongoing shoulder widening project on Bauer Road (CR293) between Sorrento Road and Old Gulf Beach Highway. This project is in the construction phase and is currently out for bid. There is also an ongoing intersection improvement project on Gulf Beach Highway with signalization Sunset Avenue and Patton Drive. The design is complete however, the construction is on hold until the FDOT CR292A Bridge Replacement project is complete. Both projects are funded through a cost sharing program between the County and FDOT. There are no roadway improvement projects programmed in the County's Capital Improvement Program within the vicinity of the subject parcel.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Gulf Beach Highway is classified as an Urban Collector with a Maximum LOS of D with a corresponding maximum daily volume of 17,700 vehicles. Daily traffic Counts for 2016

show a daily volume on Gulf Beach Highway of 7,300 west and 5,900 east of Bauer Road.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

4. Protected Resources

Wellheads.

Policy CON 1.4.1 **Wellhead Protection**. Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

Analysis: The subject parcel is outside of any wellhead protection area based upon Escambia County GIS.

Historically Significant Sites.

Policy FLU 1.2.1 **State Assistance**. Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archaeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.

Analysis: The applicant provided no confirmation of the presence or absence of historically significant sites as well this site is already developed as the Southwest Branch Library. Prior to any future Development Order an historical analysis must be completed.

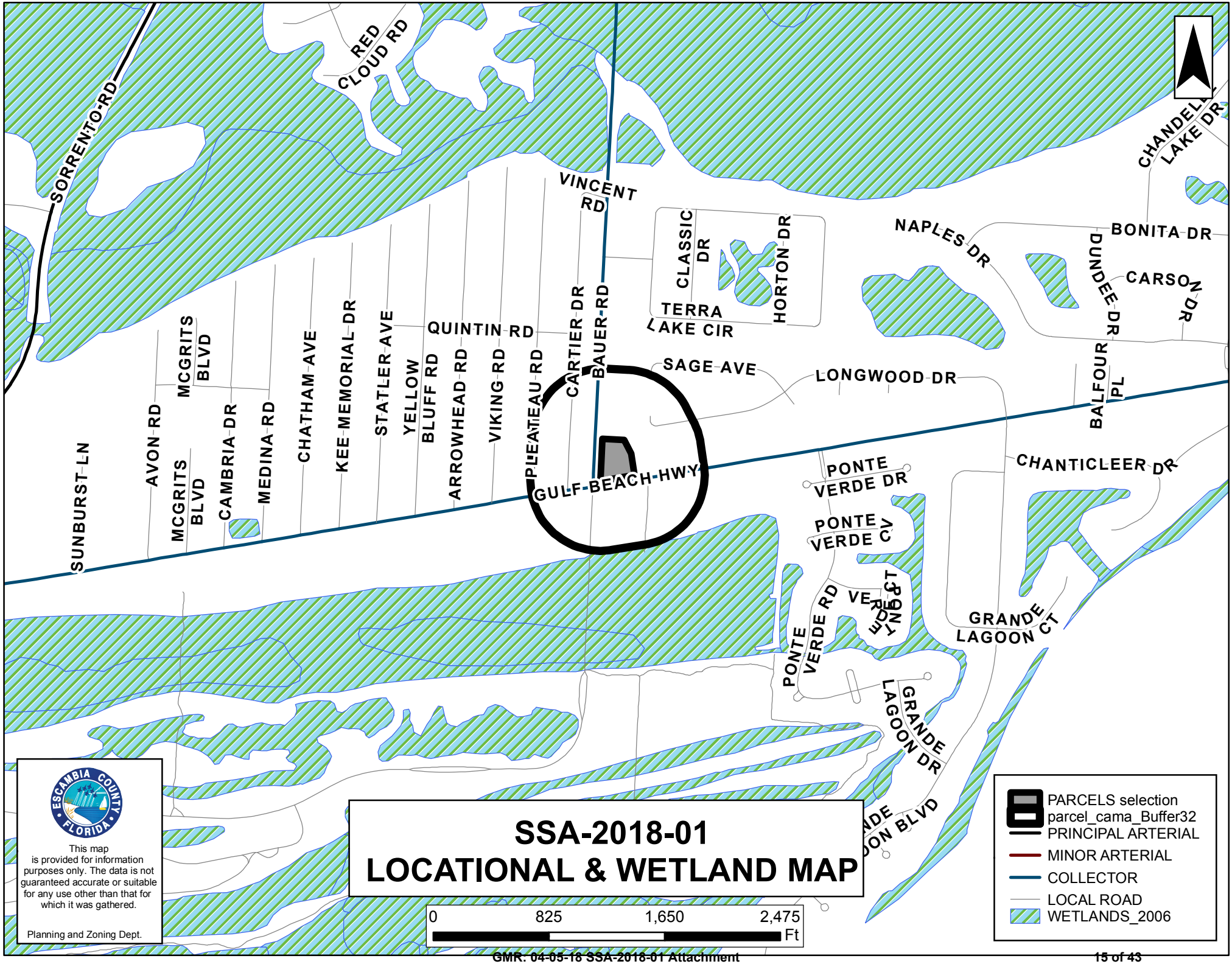
Wetlands and Habitat.

Policy CON 1.1.2 **Wetland and Habitat Indicators**. Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.

Urban Forest.

Policy CON 1.6.4 **Urban Forest Management**. Escambia County will, through LDC provisions and other measures, sustain and promote the urban forest.

Analysis: There are no indications from the available National Wetland Inventory map that wetlands are on the subject parcel. The site is already been developed and if any protected trees are located for future new development they will be analyzed for compliance with all applicable environmental regulations prior to the issuance of development plan approval.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SORRENTO RD
VINCENT RD
CHANDELEUR LAKE DR
CLASSIC DR
HORTON DR
NAPLES DR
BONITA DR
DUNDEE DR
CARSON DR
TERRA LAKE CIR
QUINTIN RD
CARTIER DR
BAUER RD
SAGE AVE
LONGWOOD DR
BALFOUR PL
MCGRITS BLVD
AVON RD
CAMBRIA DR
MEDINA RD
CHATHAM AVE
KEE MEMORIAL DR
STATLER AVE
YELLOW BLUFF RD
ARROWHEAD RD
VIKING RD
PLEATEAU RD
SUNBURST LN
GULF BEACH HWY
PONTE VERDE DR
PONTE VERDE CV
CHANTICLEER DR
PONTE VERDE RD
PONTE VERDE CT
GRANDE LAGOON CT
GRANDE LAGOON DR
GRANDE LAGOON BLVD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.
SSA-2018-01
LOCATIONAL & WETLAND MAP
0 825 1,650 2,475 Ft
PARCELS selection
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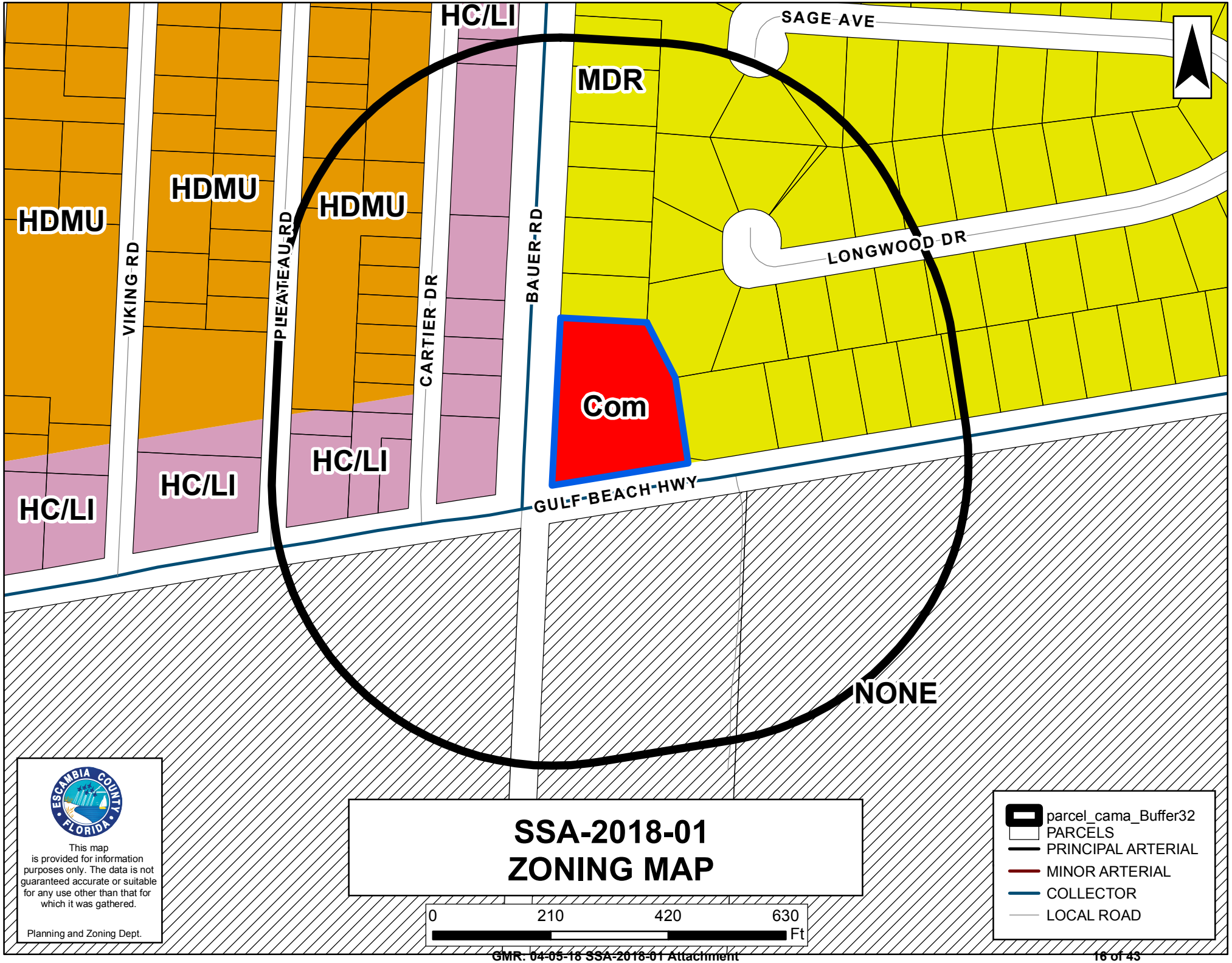
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
WETLANDS_2006


HC/LI
SAGE AVE
MDR
HDMU
HDMU
HDMU
VIKING RD
PLATEAU RD
CARTIER DR
BAUER RD
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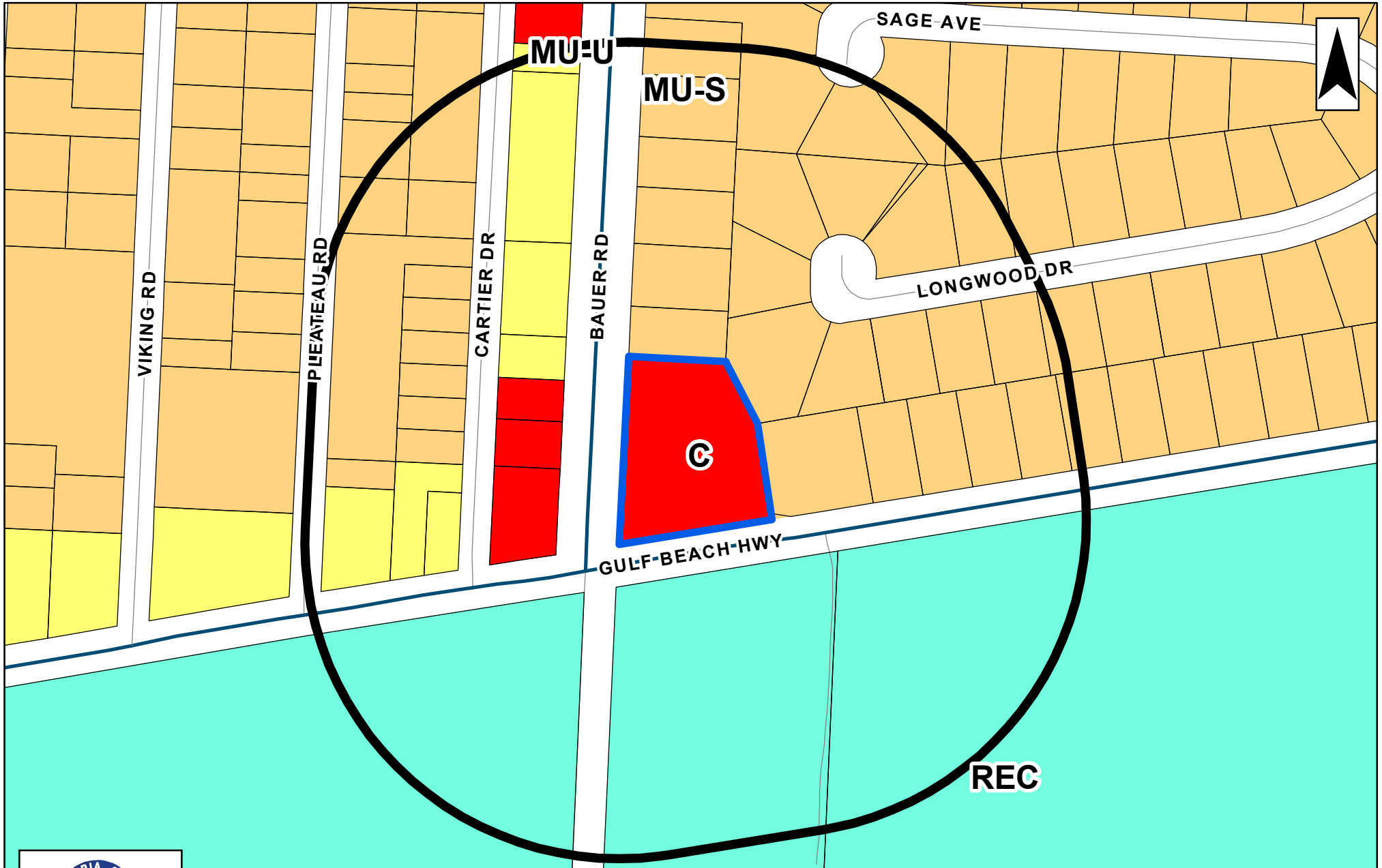
Com
HC/LI
HC/LI
HC/LI
GULF BEACH HWY
NONE
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.
SSA-2018-01
ZONING MAP
0
210
420
630
Ft
parcel_cama_Buffer32
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD



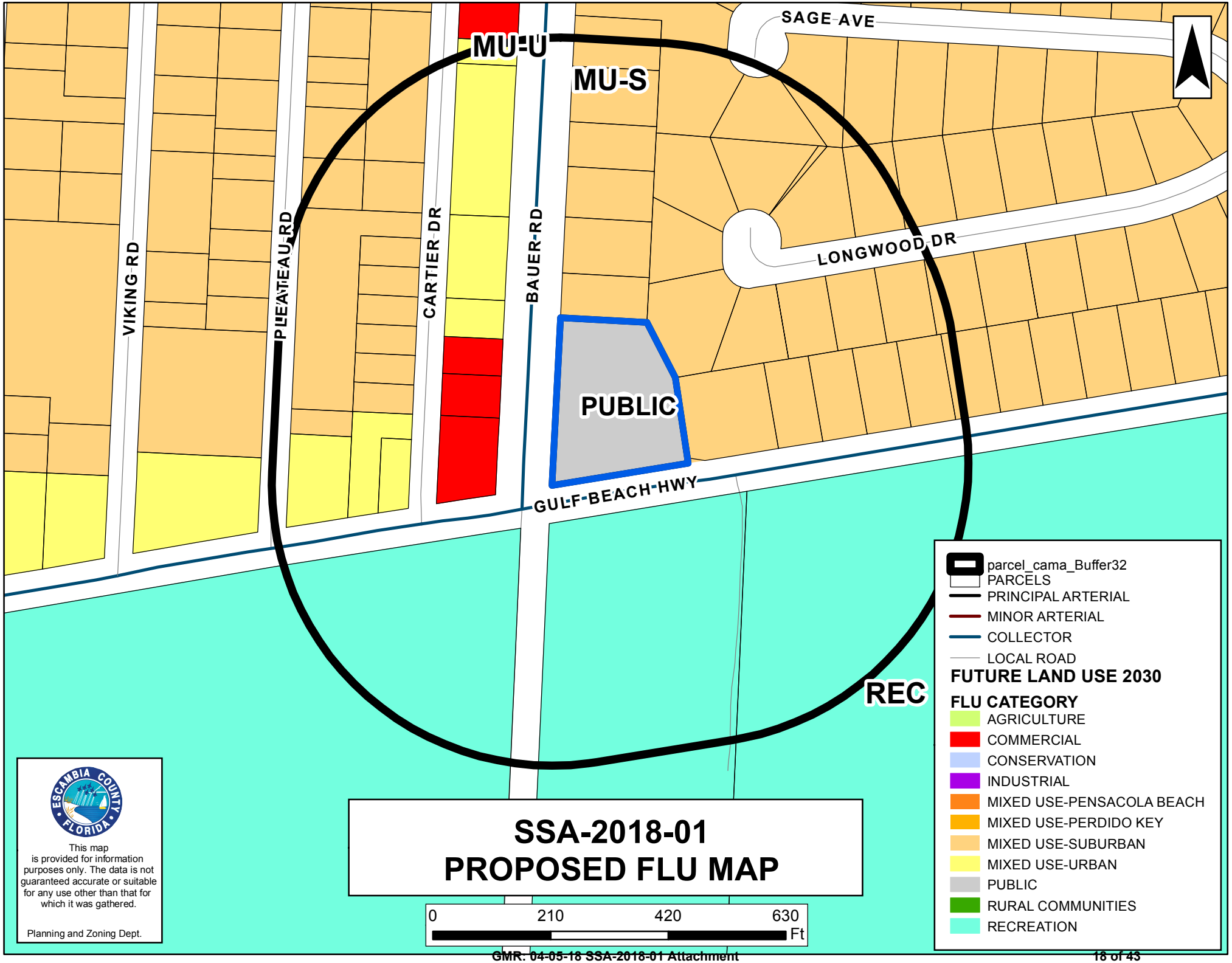
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Planning and Zoning Dept.

SSA-2018-01
CURRENT FLU MAP

0 210 420 630 Ft

parcel_cama_Buffer32
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


MU-U
MU-S
PUBLIC
REC
SAGE AVE
LONGWOOD DR
VIKING RD
PLEATEAU RD
CARTIER DR
BAUER RD
GULF BEACH HWY
parcel_cama_Buffer32
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
FUTURE LAND USE 2030
FLU CATEGORY
AGRICULTURE
COMMERCIAL
CONSERVATION
INDUSTRIAL
MIXED USE-PENSACOLA BEACH
MIXED USE-PERDIDO KEY
MIXED USE-SUBURBAN
MIXED USE-URBAN
PUBLIC
RURAL COMMUNITIES
RECREATION
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.
SSA-2018-01
PROPOSED FLU MAP
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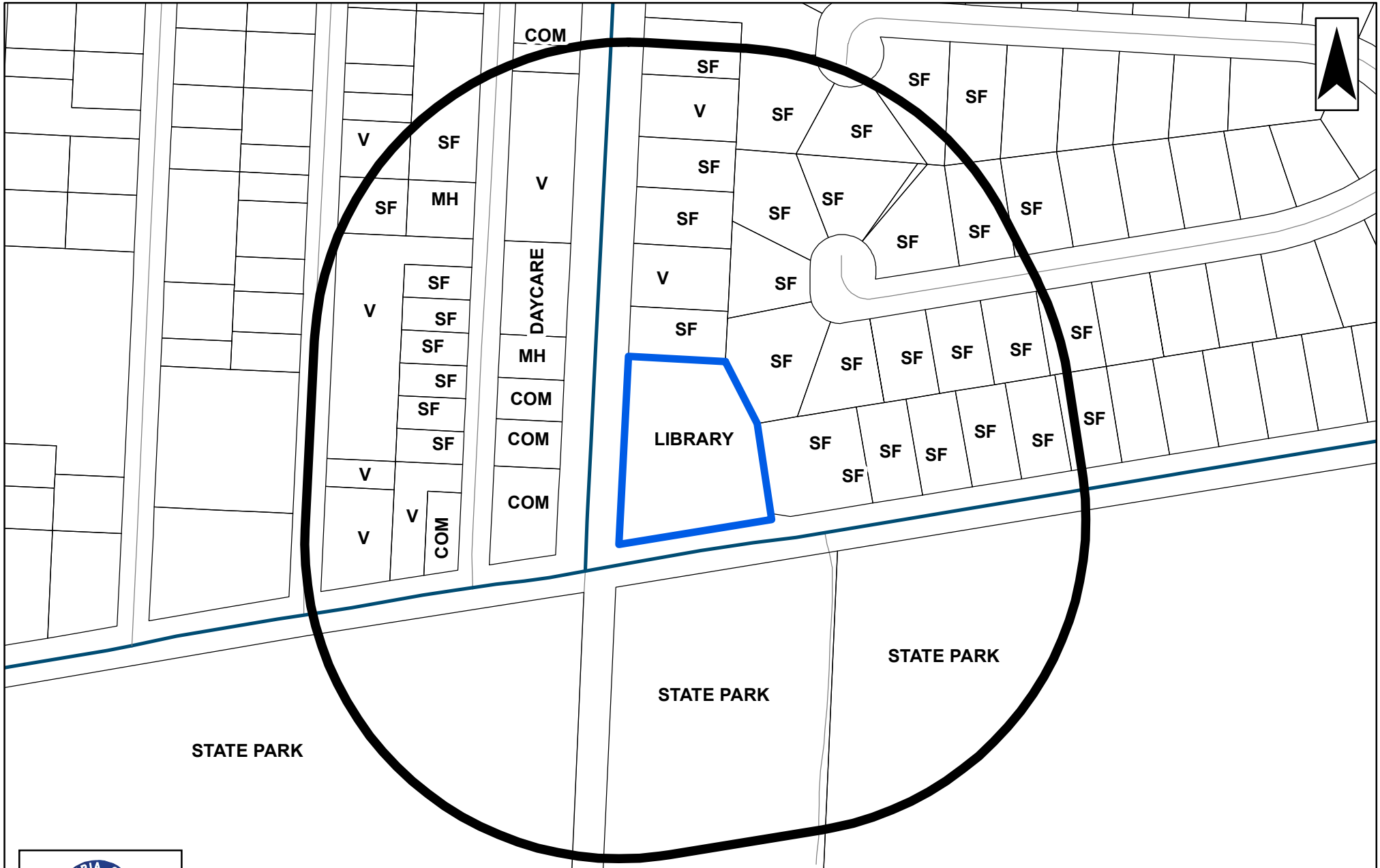
420
630
Ft


COM
SF
V
SF
SF
SF

VIKING RD
PLEATEAU RD
CARTIER DR
BAUER RD
LONGWOOD DR
GULF BEACH HWY
SSA-2018-01
AERIAL MAP
0
160
320
480
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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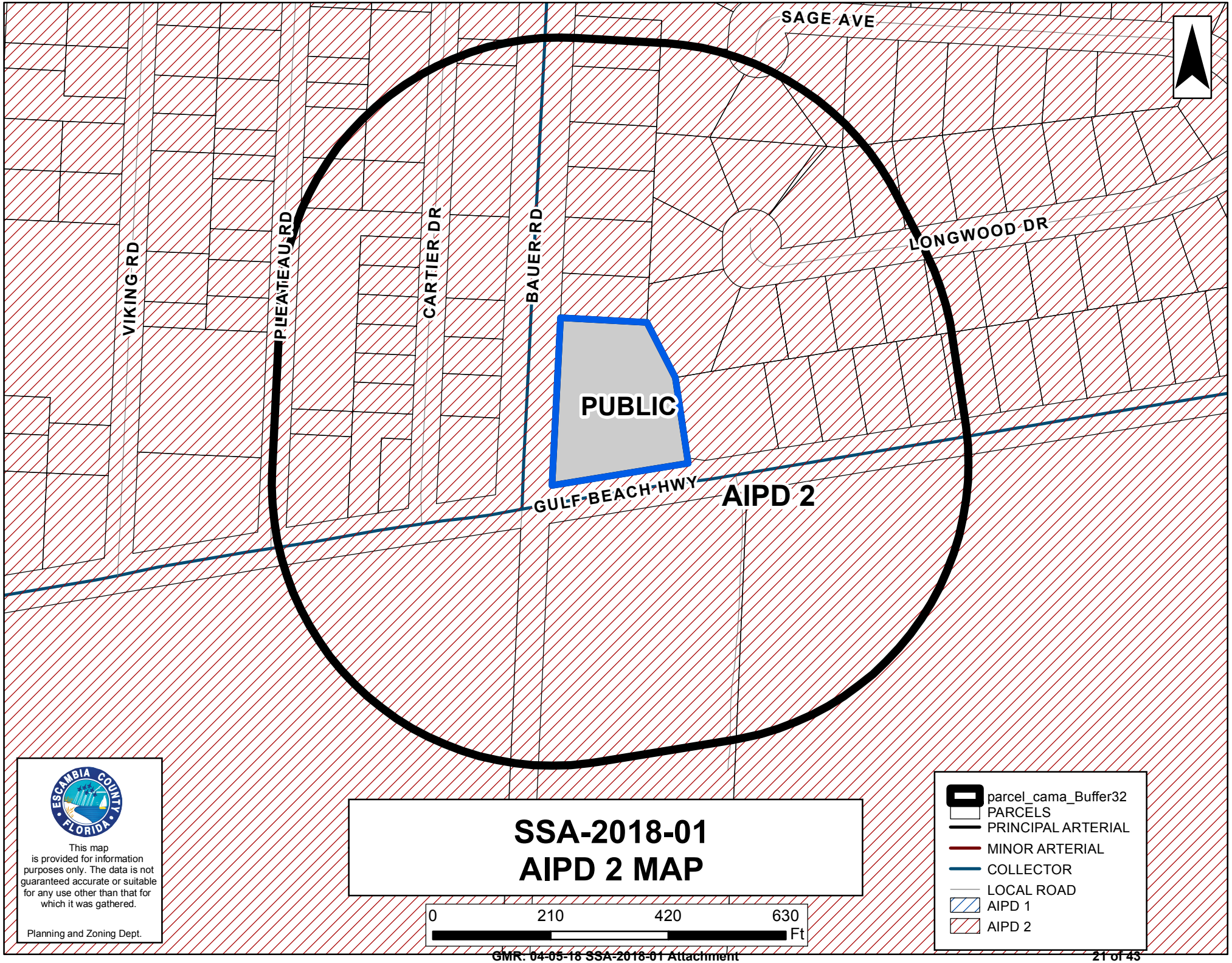
Planning and Zoning Dept.


SAGE AVE
VIKING RD
PLEATEAU RD
CARTIER DR
BAUER RD
LONGWOOD DR
PUBLIC
GULF BEACH HWY
AIPD 2
ESCAMBIA COUNTY FLORIDA
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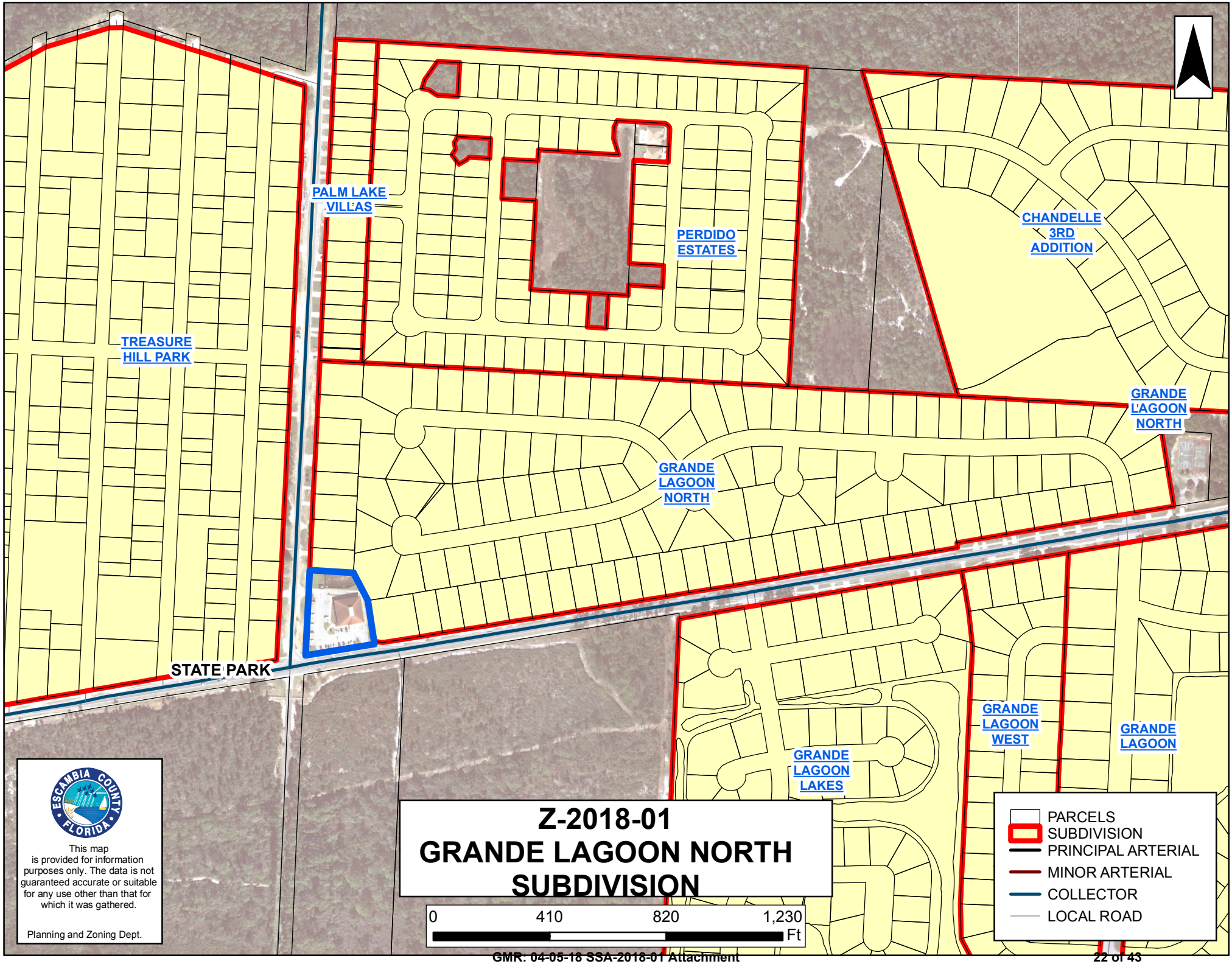
Planning and Zoning Dept.
SSA-2018-01
AIPD 2 MAP
0 210 420 630 Ft
parcel_cama_Buffer32
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
AIPD 1
AIPD 2


PALM LAKE VILLAS
PERDIDO ESTATES
CHANDELLE 3RD ADDITION
TREASURE HILL PARK
GRANDE LAGOON NORTH
GRANDE LAGOON NORTH
STATE PARK
GRANDE LAGOON WEST
GRANDE LAGOON
GRANDE LAGOON LAKES
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.
Z-2018-01
GRANDE LAGOON NORTH SUBDIVISION
0 410 820 1,230 Ft
PARCELS
SUBDIVISION
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

Public Hearing Sign

Looking North Along Bauer Road

Looking Northeast At Subject Property

Looking East Along Gulf Beach Hwy

Looking South Across Gulf Beach Hwy

Looking West Along Gulf Beach Hwy

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT SSA-2018-01
LARGE SCALE FLU AMENDMENT _____
Current FLU: "C" **Desired FLU:** (P) PUBLIC **Zoning:** Com **Taken by:** JCF
Planning Board Public Hearing, date(s): 3/6/18

BCC Public Hearing, proposed date(s): 4/5/18

Fees Paid _____ **Receipt #** _____ **Date:** 2/13/18

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Escambia County Board of County Commissioners

Address: 221 Palafox PL STE 420

City: : Pensacola State: Florida Zip Code: 32502

Telephone: (850) 595-3475

Email: _____

DESCRIPTION OF PROPERTY:

Street address: 12248 GULF BEACH HWY

Subdivision:

Property reference number: Section 22 Township 3S Range 31

Parcel 5001 Lot 002 Block 001

Size of Property (acres) 1.33±

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

_____

Signature (Property Owner) Printed Name Date

_____

Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: _____

City: _____ State: _____ Zip: _____

Telephone ( ) _____ - _____ Fax # ( ) _____ - _____

Email: _____

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me this _____ day of _____, year of _____ by , _____ who ( ) did ( ) did not take an oath. He/she is ( ) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

_____

Signature of Notary Public Date Printed Name of Notary
My Commission Expires _____ Commission No. _____
(Notary seal must be affixed)

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at _____, Pensacola, Florida, Property Reference Number(s) _____ , I hereby designate_____, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this_____day of_____, the year of _____, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Zoning Department.

_____

Signature of Property Owner Date Printed Name of Property Owner

_____

Signature of Agent Date Printed Name of Agent

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this_____ day of_____, year of _____, by _____ who ( ) did ( ) did not take an oath.

He/she is ( ) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____as identification.

_____

Signature of Notary Public Date Printed Name of Notary Public

Commission Number _____ My Commission Expires _____

(Notary seal must be affixed)

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name:_____

Property reference #: Section 22 Township 3S Range 31

Parcel # 22-3S-31-5001-002-001

Project Address: 12248 GULF BEACH HWY

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS _____DAY OF _____ , 20_____

ESCAMBIA COUNTY BCC

_____

Owner's signature **Owner's name (print)**

_____

Agent's signature **Agent's name (print)**

DATA AND ANALYSIS REQUIREMENTS

1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.

    A. Sanitary Sewer

    B. Solid Waste Disposal

    C. Potable Water

    D. Stormwater Management

    E. Traffic

    F. Recreation and Open Space

    G. Schools

    The data and analysis should also support the requested future land use category by reflecting a need for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

2. Proximity to and impact on the following:

    A. Wellheads (indicate distance and location to nearest wellhead)

    B. Historically significant sites (available from Florida Master Site File, Division of Historical Resources; email *sitefile@dos.state.fl.us*) Request form attached.

    C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property)

3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein

Florida Master Site File TRS Search

Preliminary Investigation of Previously Recorded Cultural Resources

To request a search for previously recorded cultural resources, fill in the **Township** (circle North or South), **Range** (circle East or West), & **Section** number(s) of your project area.

Please include a photocopy of the appropriate USGS quad map with your project area clearly marked.

Township: _____ (North **or** South) ***Range***: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known):_____

Township: _____ (North **or** South) ***Range***: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known):_____

Township: _____ (North **or** South) ***Range***: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known):_____

Township: _____ (North **or** South) ***Range***: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known):_____

Return To: Name: _____
Organization: _____
Phone: _____ Fax: _____
Address: _____
_____
Email: _____

Agency/Permit/Project requiring search: _____

Florida Master Site File

Division of Historical Resources / R.A. Gray Building
500 South Bronough St., Tallahassee, Florida 32399-0250
Phone 850.245.6440 / Fax 850.245.6439 / Email sitefile@dos.state.fl.us

Office Use Only --H:\DEV SRVCS\FOR-000 Forms\Application Packet Forms-2016\Large & Small Scale Admendment\FLU Application New Fees 6_05_17.docx
(Note: print from Adobe (.pdf) version)

10.50
1053.50

OR BK 4861 PG1892
Escambia County, Florida
INSTRUMENT 2002-938500

DEED DOC STAMPS PD @ ESC CO $1053.50
03/05/02 ERNIE LEE MAGAHA, CLERK
By: Sallie Arnold

This Document Was Prepared by:
Office of the County Attorney
14 West Government Street, Room 411
Pensacola, Florida 32501
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 28TH day of FEBRUARY, 2002, by and between Frances C. White, an unremarried widow, whose address is 511 New Warrington Road, Pensacola, Florida 32506 (Grantor), and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place, Pensacola, Florida 32501 (Grantee).

WITNESSETH:

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

> Commence at the Northwest Corner of the South Half of Fractional Section 22, Township 3 South, Range 31 West, run South 89°56'50" East along the North line of said South Half 50.00 feet to the East right of way line of Weekley Boulevard; thence South 00°30'06" East 740 feet along the East right of way line of Weekley Boulevard to the point of beginning; thence continue along the last course South 00°30'06" East 299.86 feet to the North right of way line of Gulf Beach Highway; thence North 77°23'16" East along the North right of way line of Gulf Beach Highway 245.53 feet; thence North 12°36'44" West 155.00 feet; thence North 29°00'32" West 110.14 feet; thence South 89°29'54" West 155 feet to the point of beginning. (Property).

Parcel Identification Number: 22-3S-31-5001-002-001

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2002 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

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

Witness Brenda J. Dotson
Print Name BRENDA J. DOTSON

Witness W. Douglas White
Print Name W. DOUGLAS White

By: Frances C. White
Frances C. White
Address: 511 New Warrington Road
Pensacola, Florida 32506

STATE OF FLORIDA
COUNTY OF ESCAMBIA COUNTY

The foregoing instrument was acknowledged before me this 28TH day of FEBRUARY, 2002, by Frances C. White. She is (✓) personally known to me, (_) produced current _____ as identification.

Andrea L Antone
MY COMMISSION # CC737872 EXPIRES
May 30, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

Andrea L. Antone
Signature of Notary Public

ANDREA L ANTONE
Printed Name of Notary Public

(Notary Seal)

Commission Expires MAY 30 2002
Commission Number CC737872

RCD Mar 05, 2002 11:25 am
Escambia County, Florida

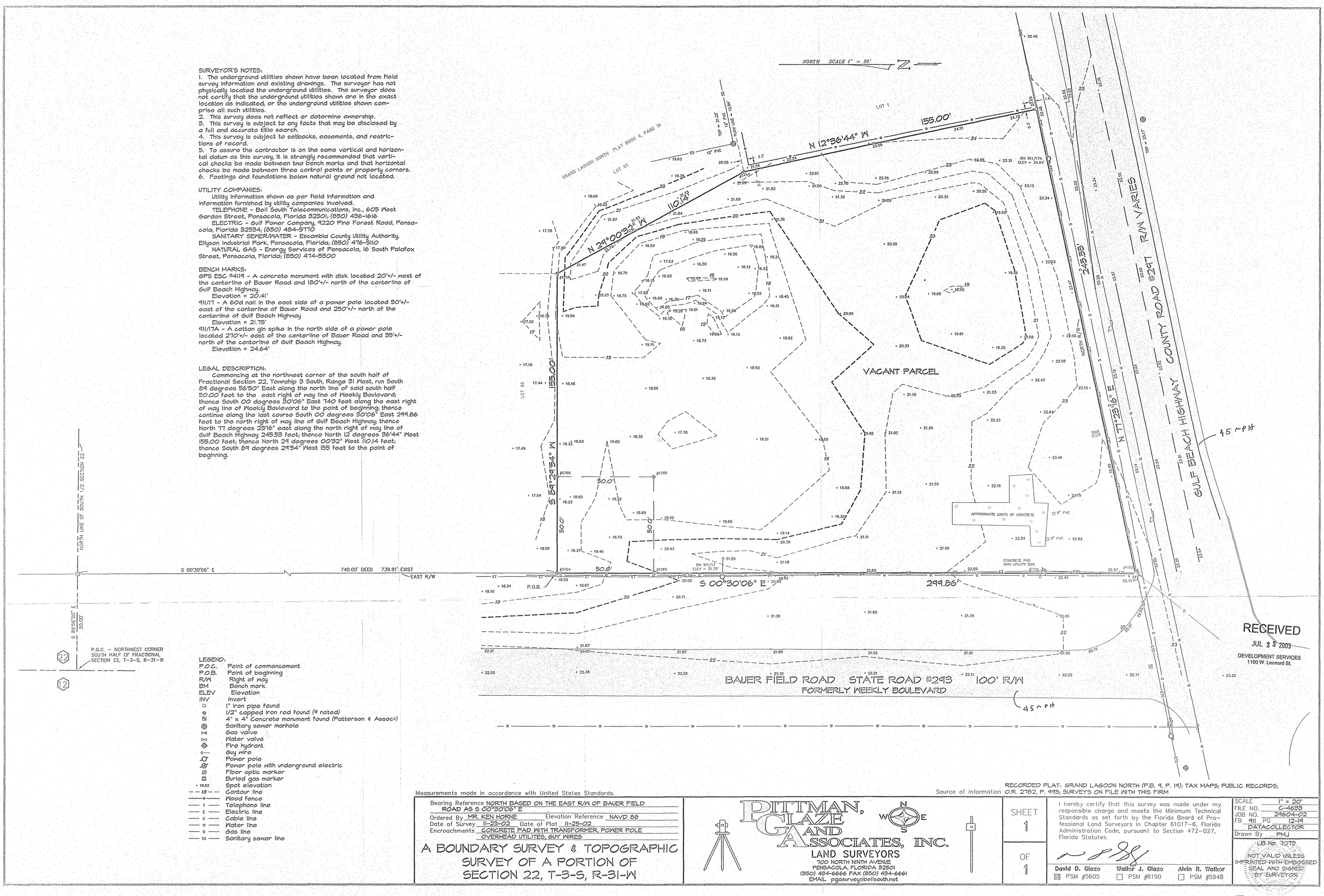
ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-938500

SURVEYOR'S NOTES:
1. The underground utilities shown have been located from field survey information and existing drawings. The surveyor has not physically located the underground utilities. The surveyor does not certify that the underground utilities shown are in the exact location as indicated, or the underground utilities shown comprise all such utilities.
2. This survey does not reflect or determine ownership.
3. This survey is subject to any facts that may be disclosed by a full and accurate title search.
4. This survey is subject to setbacks, easements, and restrictions of record.
5. To assure the contractor is on the same vertical and horizontal datum as this survey, it is strongly recommended that vertical checks be made between two bench marks and that horizontal checks be made between three control points or property corners.
6. Footings and foundations below natural ground not located.

UTILITY COMPANIES:
Utility information shown as per field information and information furnished by utility companies involved.
TELEPHONE - Bell South Telecommunications, Inc., 605 West Garden Street, Pensacola, Florida 32501; (850) 436-1616
ELECTRIC - Gulf Power Company, 9220 Pine Forest Road, Pensacola, Florida 32534; (850) 484-5710
SANITARY SEWER/WATER - Escambia County Utility Authority, Ellyson Industrial Park, Pensacola, Florida; (850) 476-5110
NATURAL GAS - Energy Services of Pensacola, 16 South Palafox Street, Pensacola, Florida; (850) 474-5300

BENCH MARKS:
GPS ESC #4119 - A concrete monument with disk located 20'+/- west of the centerline of Bauer Road and 180'+/- north of the centerline of Gulf Beach Highway.
Elevation = 20.41'
911/17 - A 60d nail in the east side of a power pole located 50'+/- east of the centerline of Bauer Road and 250'+/- north of the centerline of Gulf Beach Highway
Elevation = 21.75'
911/17A - A cotton gin spike in the north side of a power pole located 270'+/- east of the centerline of Bauer Road and 35'+/- north of the centerline of Gulf Beach Highway.
Elevation = 24.64'

LEGAL DESCRIPTION:
Commencing at the northwest corner of the south half of Fractional Section 22, Township 3 South, Range 31 West, run South 89 degrees 56'50" East along the north line of said south half 50.00 feet to the east right of way line of Weekly Boulevard; thence South 00 degrees 30'06" East 740 feet along the east right of way line of Weekly Boulevard to the point of beginning; thence continue along the last course South 00 degrees 30'06" East 299.86 feet to the north right of way line of Gulf Beach Highway; thence North 77 degrees 23'16" east along the north right of way line of Gulf Beach Highway 245.53 feet; thence North 12 degrees 36'44" West 155.00 feet; thence North 29 degrees 00'32" West 110.14 feet; thence South 89 degrees 29'54" West 155 feet to the point of beginning.



LEGEND:

P.O.C.	Point of commencement
P.O.B.	Point of beginning
R/W	Right of way
BM	Bench mark
ELEV	Elevation
INV	Invert
○	1" iron pipe found
⊙	1/2" capped iron rod found (# noted)
⊞	4" x 4" Concrete monument found (Patterson & Assoc)
⊕	Sanitary sewer manhole
⋈	Gas valve
⋈	Water valve
⊕	Fire hydrant
○—	Guy wire
○	Power pole
⊙	Power pole with underground electric
▨	Fiber optic marker
▤	Buried gas marker
• 18.62	Spot elevation
— — 18 — —	Contour line
——o——	Wood fence
—— T ——	Telephone line
—— E ——	Electric line
—— C ——	Cable line
—— W ——	Water line
—— G ——	Gas line
—— SS ——	Sanitary sewer line

Measurements made in accordance with United States Standards.

Source of information RECORDED PLAT: GRAND LAGOON NORTH (P.B. 9, P. 19); TAX MAPS; PUBLIC RECORDS; O.R. 2782, P. 995; SURVEYS ON FILE WITH THIS FIRM

Bearing Reference NORTH BASED ON THE EAST R/W OF BAUER FIELD ROAD AS S 00°30'06" E
Ordered By MR. KEN HORNE Elevation Reference NAVD 88
Date of Survey 11-23-02 Date of Plat 11-25-02
Encroachments CONCRETE PAD WITH TRANSFORMER, POWER POLE OVERHEAD UTILITES, GUY WIRES

A BOUNDARY SURVEY & TOPOGRAPHIC SURVEY OF A PORTION OF SECTION 22, T-3-S, R-31-W

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
700 NORTH NINTH AVENUE
PENSACOLA, FLORIDA 32501
(850) 434-6666 FAX (850) 434-6661
EMAIL pgasurvey@bellsouth.net

SHEET 1 OF 1

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administration Code, pursuant to Section 472-027, Florida Statutes.

David D. Glazo ▨ PSM #5605 Walter J. Glazo ☐ PSM #6190 Alvin R. Walker ☐ PSM #5948

SCALE 1" = 20'
FILE NO. C-4633
JOB NO. 29604-02
FB 911 PG 12-19
DATACOLLECTOR
Drawn By PMJ

LB No. 7019
NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR

RECEIVED
JUL 23 2003
DEVELOPMENT SERVICES
1190 W. Leonard St.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **John C. Fisher, Senior Planner**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

THRU: **David Forte, Manager**
Transportation & Traffic Operations Division

DATE: **February 20, 2018**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2018-01 & SSA-2018-01**

TTO Staff has reviewed the Rezoning Case (Z)-2018-01 and SSA-2018-01, 12248 Gulf Beach Highway, agenda item for the Planning Board meeting scheduled for March 6, 2018. Please see the below comments.

There is an ongoing shoulder widening project on Bauer Road (CR293) between Sorrento Road and Old Gulf Beach Highway. This project is in the construction phase and is currently out for bid. There is also an ongoing intersection improvement project on Gulf Beach Highway with signalization Sunset Avenue and Patton Drive. The design is complete however, the construction is on hold until the FDOT CR292A Bridge Replacement project is complete. Both projects are funded through a cost sharing program between the County and FDOT. There are no roadway improvement projects programmed in the County's Capital Improvement Program within the vicinity of the subject parcel.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Gulf Beach Highway is classified as an Urban Collector with a Maximum LOS of D with a corresponding maximum daily volume of 17,700 vehicles. Daily traffic Counts for 2016 show a daily volume on Gulf Beach Highway of 7,300 west and 5,900 east of Bauer Road.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

From:	Opalenik, Stephen J CIV NAVFAC SE, PWD Pensacola
To:	John C. Fisher
Cc:	David V. Forte; Terri V. Malone
Subject:	RE: rezoning case and Small Scale Map Amen
Date:	Friday, February 16, 2018 5:06:52 PM

John,

NASP Pensacola response:

Z/SSA-2018-01: Located in AIPD 2 and Noise Zone 1 (less than 65 db). For AIPD 2, NAS Pensacola defers to existing densities and lot sizes per the Escambia County Land Development Code. NAS Pensacola has no issues with the rezoning and small scale FLU amendment.

Z/SSA-2018-02: Located in AIPD 1 and Noise Level 3 (more than 75 db). For this property, NAS Pensacola finds limited compatible uses per the 2010 Air Installation Compatible Use Zone (AICUZ) guidance. Current zoning of "Commercial" is not only incompatible with AICUZ, but also poses concerns for Anti-Terrorism/Force Protection due to its proximity to the NAS Pensacola perimeter boundary and West Gate access area. Rezoning to "Conservation" will further restrict incompatible land use, density and security. NAS Pensacola fully supports the rezoning and small scale FLU amendment.

Please let me know if you have further questions.

Thanks, Steve
Community Planning & Liaison Officer
NAVFAC SE - NAS Pensacola
Office: 850-452-8715
Cell: 850-619-5079
DSN: 459-8715

-----Original Message-----
From: John C. Fisher [mailto:JCFISHER@myescambia.com]
Sent: Wednesday, February 14, 2018 10:56 AM
To: Terri V. Malone; Opalenik, Stephen J CIV NAVFAC SE, PWD Pensacola
Cc: David V. Forte
Subject: [Non-DoD Source] rezoning case and Small Scale Map Amen

Please review and comment on

Rezoning Z-2018-01 and Z-2018-02

Small Scale FLU Change SSA-2018-01 and SSA-2018-02

The 2018-01 projects are the same location and the 2018-02 are the same project same location.

These are from D2 at last minute thing sorry for the rush.

John C Fisher

Senior Planner

Development Services Department

3363 West Park Place

Pensacola, FL 32505

850-595-4651

Florida has a very broad public records law. Under Florida's law, both the contents 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.

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3/6/18

Rezoning Quasi-judicial Hearing
Rezoning Case #: A-B-C-E

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Diane Downs

*Address: 5840 Muldoon Rd *City, State, Zip: Pensacola, FL 32526

Email Address: Tdowns1211@aol.com Phone: 850-455-4160

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:
☒ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3-6-18

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

_____ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: A. B. E H.

*Name: Larry Downs Jr.

*Address: 12156 Havsung *City, State, Zip: 32506

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3-6-18

Rezoning Quasi-judicial Hearing
Rezoning Case #: E+A+B+C

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Michael Bearden

*Address: 12156 *City, State, Zip: Pensacola

Email Address: Mpbear47@gmail.com Phone: 360-525-0086

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☐ Sign

Please indicate if you:
☒ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

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7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Small Scale Map amendment- SSA-2018-01 Gulf Beach Hwy

Date: 02-13-2018

Date requested back by: 2-16-2018 AM

Requested by: John C Fisher

Phone Number: 850-595-4651

(LEGAL USE ONLY)

Legal Review by M Crawford

Date Received: 2/15/18

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

- approved as to form
- corresponding rezonings

ORDINANCE NUMBER 2018-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 22, TOWNSHIP 3S, RANGE 31W, PARCEL NUMBERS 5001-002-001, TOTALING 1.33 (+/-) ACRES, LOCATED ON GULF BEACH HIGHWAY AND BAUER ROAD, FROM COMMERCIAL (C) TO PUBLIC (P) PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Navy Air Station (NAS) Pensacola is an active naval air base that provides flight training within the County such that Escambia County Airfield Overlay density restrictions apply; and

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

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

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

Section 1. Purpose and Intent

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

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2018-01."

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The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

> A parcel within Section 22, Township 3S, Range 31W, parcel number 5001-002-001, totaling 1.33 (+/-) acres, located on Gulf Beach Highway, as more particularly described in the Boundary Survey description produced by Pittman, Glaze and Associates, INC., registered land surveyor David D. Glazo dated 11/23/2002, attached as Exhibit A, from Commercial (C) to Public (P).

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

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

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

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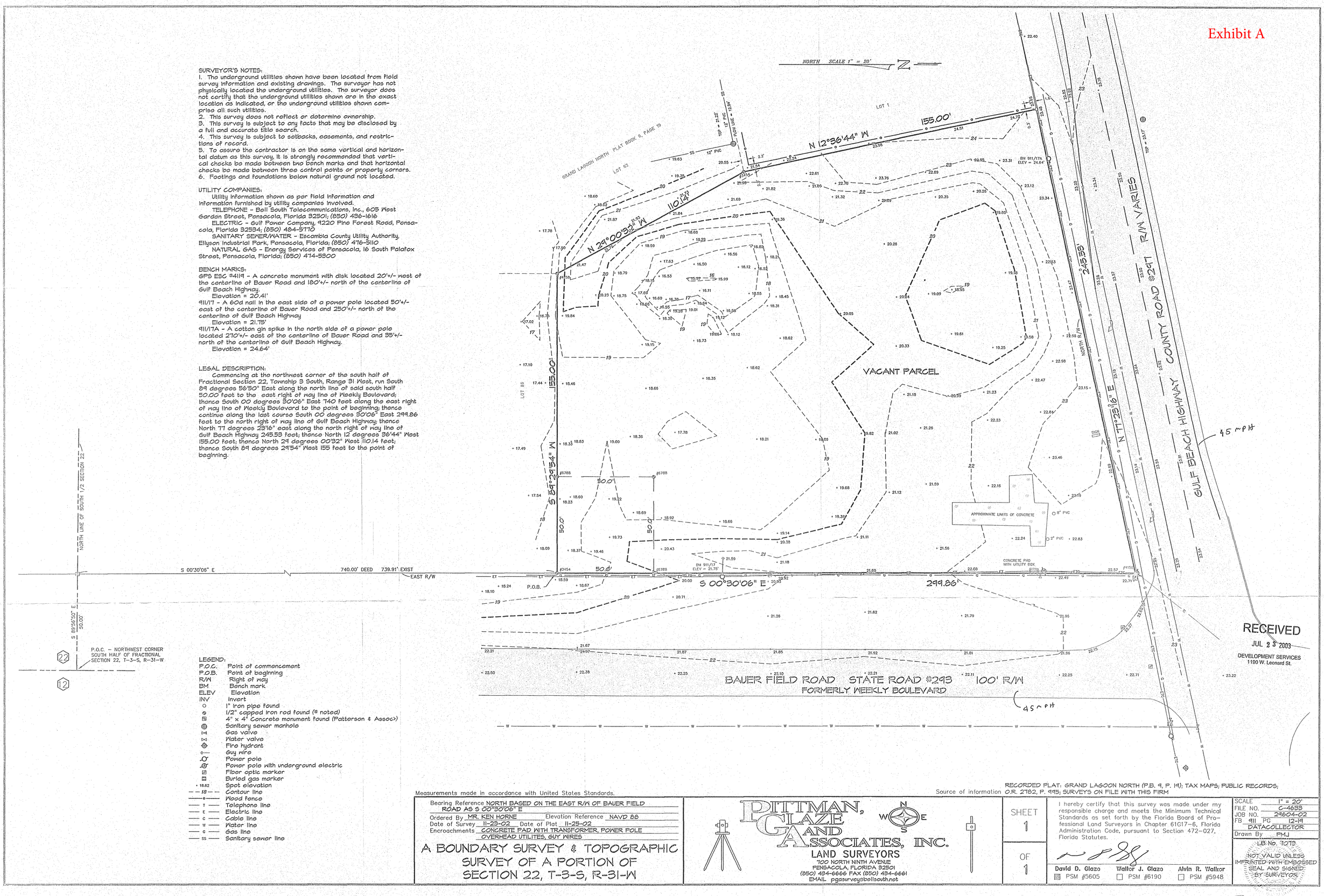

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LAND SURVEYORS
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PENSACOLA, FLORIDA 32501
(850) 434-6666 FAX (850) 434-6661
EMAIL pgasurvey@bellsouth.net

SHEET 1 OF 1

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administration Code, pursuant to Section 472-027, Florida Statutes.

David D. Glazo ▨ PSM #5605 Walter J. Glazo ☐ PSM #6190 Alvin R. Walker ☐ PSM #5948

SCALE 1" = 20'
FILE NO. C-4633
JOB NO. 29604-02
FB 911 PG 12-19
DATACOLLECTOR
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LB No. 7019
NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR

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OF ESCAMBIA COUNTY, FLORIDA

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Jeff Bergosh, Chairman

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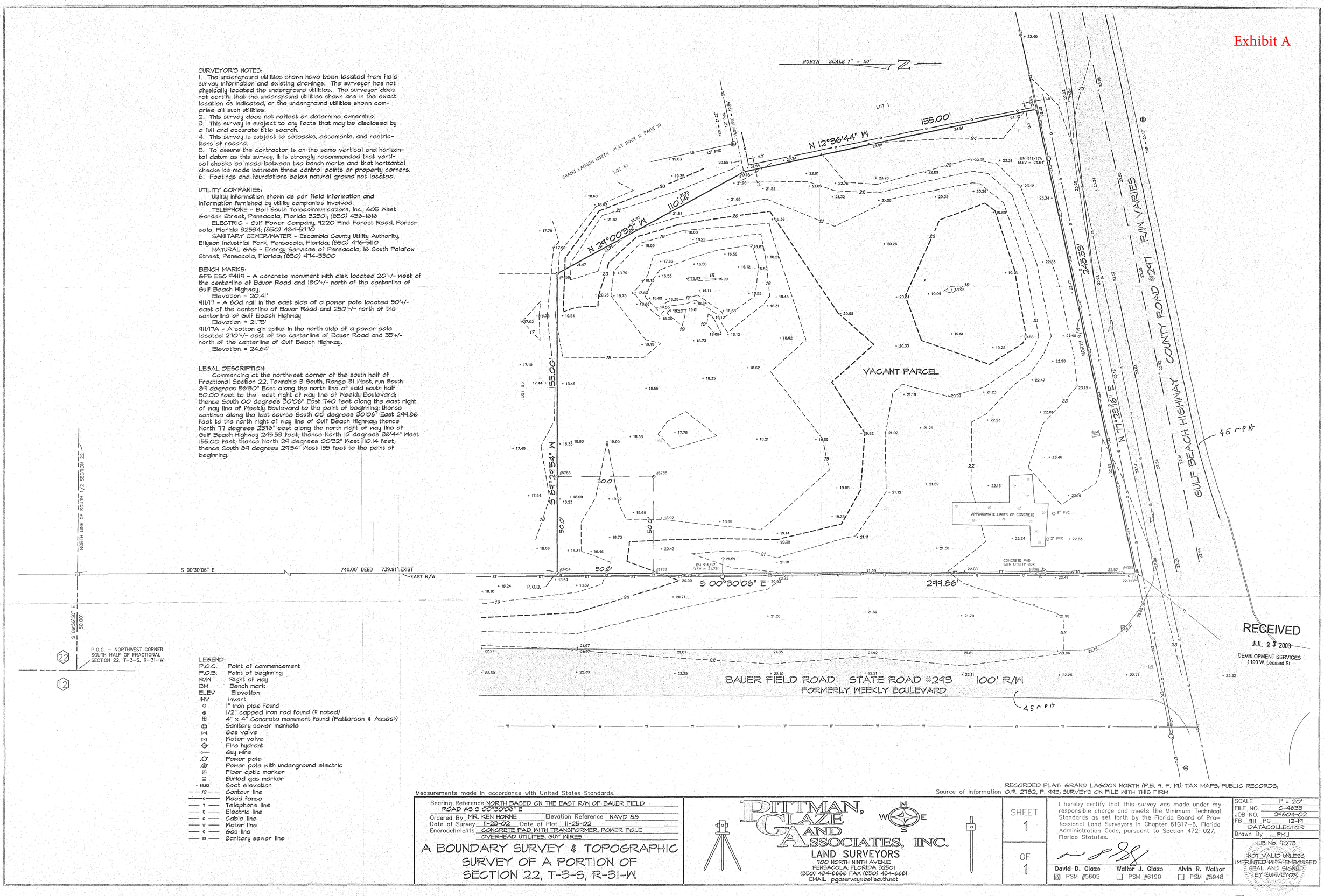

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13820 **Growth Management Report 10. 2.**
BCC Regular Meeting
Meeting Date: 04/05/2018
Issue: Review of Rezoning Case Heard by the Planning Board on March 6, 2018
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on March 6, 2018

That the Board take the following action concerning the rezoning case heard by the Planning Board on March 6, 2018:

A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2018-01 or remand the case back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

1. Case No.:	**Z-2018-01**
Address:	12248 Gulf Beach Highway
Property Reference No.:	22-3S-31-5001-002-001
Property Size:	1.33 (+/-) acres
From:	Com, Commercial district (25 du/acre)
To:	Pub, Public district (du density limited to vested residential development)
FLU Category:	P, Public
Commissioner District:	2
Requested by:	Escambia County, Owner
Planning Board Recommendation:	Approval
Speakers:	Larry Downs, Jr., David Donnelly, Diane Downs, Michael Bearden

BACKGROUND:

The above case was owner initiated and heard at the March 6, 2018, Planning Board meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, “the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request."

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2018-01

Z-2018-01

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case # Z-2018-01
Applicant: Escambia County, Owner
Address: 12248 Gulf Beach Highway
Property Size: 1.33 (+/-) acres

From: Com, Commercial district (25 du/acre)

To: Pub, Public (du density limited to vested residential development)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 6th day of March 2018, commencing at approximately 9:20 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:

TIM PYLE, Acting Chair JAY INGWELL
District 2 District 1
REID RUSHING ALAN GRAY
At Large At Large

WILLIAM CLAY
District 3
PATTY HIGHTOWER STEPHEN OPALENIK
School Board Navy

PLANNING BOARD STAFF PRESENT:

MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, DIRECTOR
ANDREW HOLMER
KAYLA MEADOR
JUAN LEMOS
JOHN FISHER
ALLYSON CAIN

- - -

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PROCEEDINGS

THE CHAIRMAN: We would call the quasi-judicial hearing back into session.

And I guess if the county wants to take up the case of Z-2018-01.

MR. FISHER: John Fisher, Senior Planner.

This is the rezoning case Z-2018-01, which we just looked at, small-scale map amendment, SSA 2018-01.

So rezoning from C, commercial to public, was pending on the small-scale map amendment review.

The overlay district is in AIPD-2.

And we'll go through the maps here, starting off with -- So this is, again, the locational map.

The library.

This is the 500-foot zoning map from commercial.

This is the future land-use map, currently commercial.

And this is what we are proposing, which we just recommended to the Board of County Commissioners to public.

Again, existing land-use map.

Again, the aerial.

And looking at the AIPD-2, with the 500-foot radius.

This is the surrounding subdivision map.

Public hearing signs looking north along Bauer Road.

Looking northeast at the subject property.

Looking east along Gulf Beach Highway.

Looking south across Gulf Beach Highway.

Looking west along Gulf Beach Highway.

Again, this is to -- This is a government-owned property, local government-owned property.

And we are trying to make this more conforming from -- as wanting to -- make all of his program properties fit the realm of public zoning.

Staff is all in agreement with the recommendation to move this to public.

We can go through any public hearing comments. And if we'd like to go do staff analysis, be more than happy to do that. Depends on the Chair.

THE CHAIRMAN: So we've already basically

called those, unless Mr. Donnelly would like to speak on this.

I think we've -- we've -- we've heard on the same -- So what I'm reading off of your sheet, you titled it the Z-2018-01.

I believe that everyone has spoken on it, but if you would like to speak on it, you're more than welcome to.

MS. CRAWFORD: If I may jump in here.

THE CHAIRMAN: Yes.

MS. CRAWFORD: Because these are quasi-judicial, if you want to incorporate the prior sworn testimony versus having them come up, I would just ask that you do that, such that if they wish to speak at the Board of County Commissioners on the subject, their testimony will be in the record on the quasi-judicial.

THE CHAIRMAN: To a point earlier, where I said you have to speak here, if you wish to be heard, that that would be more specific for the quasi-judicial; is that correct?

MS. CRAWFORD: That is correct.

On a legislative item, they don't necessarily have to have spoken here.

On a quasi-judicial, they would have had

to have been -- you know, spoken here.

However, anyone's welcome to speak at public forums.

THE CHAIRMAN: Sure.

MS. CRAWFORD: It's just a matter of their testimony being, you know, reported on the quasi --

THE CHAIRMAN: So the speaker request forms were a combination of that particular case number, No. 2, and the A, B, C, D amendment.

So I think it would be appropriate to move it into this -- that -- what has been already written down on the record, to move it into the quasi-judicial hearing. I would suggest that we do that.

In addition, if somebody else wishes to speak anything different -- I don't really need -- I don't think it helps anyone to repeat what we've gone over, but if there's something specific in the zoning case, you're welcome to get it across. You're welcome to at this point.

If not, we'll move on.

MR. DOWNS: I'd like to say one thing.

THE CHAIRMAN: Go ahead. You've already been sworn in, so . . .

MR. DOWNS: Thank you.

And just to shore up my spot at the County Commission meeting for sure, what's the big -- big push to do this?

What difference does it make if it's commercial, if it remains as is? The use is going to stay the same.

So it's just -- it's just for changing it for -- to change it? Just so we can all have something to do every day?

THE CHAIRMAN: If it's a question, I believe earlier they said that I think our --

MR. DOWNS: Okay.

THE CHAIRMAN: -- our Commissioner is basically cleaning up and that this was one of them. And I think it's more of a usage, so it's going to a public -- or, you know, to actually -- what the use is for, as opposed to keeping it, but . . .

MR. GRAY: I think it was also to bring things into alignment with -- with reality, realizing --

MR. DOWNS: Yeah.

MR. GRAY: -- this is a public -- public facility, it's going to remain a public

facility, and a reasonable expectation in perpetuity that it will remain a public facility; and the commercial land-use designation just doesn't fit.

And so if you want to align it better, bring it into what reality is saying -- saying it is, I think that was the push by Commissioner Underhill.

MR. DOWNS: I know.

I'm just saying common-sense-wise, it doesn't change nothing.

MR. GRAY: Right.

MR. DOWNS: Thank you.

MR. FISHER: It does change the amount of permitted and conditional uses that are available.

Under commercial, there is a slew of uses that could be available. Under public, there's not. So in order to -- If someone were to purchase this property down the road, say 20 years from now, they would have to go to a rezoning to move it to a gas station.

Public does not allow for gas stations, hotels, motels, or any retail sales of any sort. It's just for public use when it went to public.

MR. DOWNS: That's exactly what I wanted, the truth. It's for future. It's for the future, to keep people from being able to do something on it without --

MR. FISHER: Well, they would have to go --

MR. DOWNS: -- without going through --

MR. FISHER: They would have to go through a rezoning.

MR. DOWNS: They would have to go through a process.

MR. FISHER: It's saying the county wants to keep this as a public use as a library. This is locking in the library for people that know the library is going to stay this.

MR. DOWNS: Got you, but it still could change.

MR. FISHER: Yeah.

MR. DOWN: Yeah.

MR. RUSHING: I think, you know, just to keep it simple, if something -- somebody came to offer the county $2 billion for that piece of property, they would then have to go through a process to change it to a commercial use. It's the way to keep the county kind of responsible

that money is not going to drive the use of it. It's going to be a public use. And that's the intention behind it, is a public use.

MR. DOWNS: Okay.

THE CHAIRMAN: Anybody else wish to kind of shore up their points?

Otherwise, your comments earlier will be moved into this particular hearing.

(No response.)

THE CHAIRMAN: Hearing none, unless there's any comments, I certainly will entertain a motion.

MR. RUSHING: I say we move this forward for approval for the BCC, Mr. Chair.

THE CHAIRMAN: Yes.

UNIDENTIFIED COMMISSIONER: Mr. Chair.

THE CHAIRMAN: Yes.

UNIDENTIFIED COMMISSIONER: Ex parte. We didn't do that part yet.

THE CHAIRMAN: Okay. I'm sorry. I see it on my script here.

So I guess prior in this quasi-judicial -- in the quasi-judicial hearings, in each of the cases, I need to go one by one and ask if there's been -- if you have any business or any

ex parte communication.

Let's start with the Navy.

MR. OPALENIK: Yes. Steve Opalenik, NAS, Pensacola.

I have provided comments to the staff regarding this because it is in AIPD-2.

Other than that, I drive by it.

MS. HIGHTOWER: Only what I've heard today.

MR. GRAY: Only what I've heard today.

THE CHAIRMAN: Okay. So -- And I've been to the property.

I'm just going to ask the attorney, does that qualify as ex parte communication, as far as the communication back and forth?

MS. CRAWFORD: No. Simply driving by a parcel is not ex parte communication.

It would be if someone had spoken to you or you had spoken to someone else.

THE CHAIRMAN: And, of course, Steve responding to information to the county. Is he allowed to vote?

MS. CRAWFORD: He's a nonvoting member, and that's his role on the Board.

THE CHAIRMAN: That's what you get for not

being . . .

(Laughter.)

THE CHAIRMAN: Moving on, I would say I'm very familiar with the property and visited it.

No, I have not had any ex parte communication.

MR. INGWELL: I'm familiar with the property but no to all.

MR. CLAY: No communication at all.

MR. RUSHING: Familiar with the property. No ex parte communication.

THE CHAIRMAN: Mr. Rushing, you should be sitting here anyway.

Hearing none, we have a motion on the floor.

Do I have a second?

MR. INGWELL: Second.

THE CHAIRMAN: All those in favor indicate by saying aye.

(Chorus of "ayes.")

THE CHAIRMAN: Any opposed?

(No response.)

THE CHAIRMAN: Move on.

(Hearing concluded.)

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CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing quasi-judicial Planning Board hearing; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

ESCAMBIA COUNTY PLANNING BOARD
PUBLIC HEARING

A. A public hearing concerning the review of an ordinance amending the Future Land Use Map, SSA-2018-1
That the Board review and recommend to the Board of County Commissioners (BCC) for adoption an ordinance amending the Future Land Use (FLU) Map for a Small Scale Amendment, SSA-2018-01

A public hearing was held in the above-styled cause before the Escambia County Planning Board on the 6th day of March 2018, commencing at approximately 8:30 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:

TIM PYLE, Acting Chair — District 2
JAY INGWELL — District 1
REID RUSHING — At Large
ALAN GRAY — At Large
WILLIAM CLAY — District 3
PATTY HIGHTOWER — School Board
STEPHEN OPALENIK — Navy

PLANNING BOARD STAFF PRESENT:

MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, DIRECTOR
ANDREW HOLMER
KAYLA MEADOR
JUAN LEMOS
JOHN FISHER
ALLYSON CAIN

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P R O C E E D I N G S

THE CHAIRMAN: If I could remind you to turn off your phones and electronic devices.

(Discussion held off the record.)

(Staff present duly sworn.)

MS. CRAWFORD: Excuse me, Mr. Chairman. Also, since we are going back to the Planning Board, if there were people that signed up for the rezonings, if they needed to -- also think they need to speak on the small-scale, they may not have filled out a speaker request form, so they can do that as well.

THE CHAIRMAN: Yes. I noticed that these scripts have a bit less language in there, talking about if you do wish to speak, you do have to sign up at the front, one of the pink forms.

Please note if you do not choose to speak today, you will not be allowed to speak in future County Commission meetings. So if you wish to speak now and/or in the future, you want to sign up today.

So, staff, you're going to have at it?

MR. FISHER: Yes.

All right. This is the regular Planning Board meeting for Small-Scale Map Amendment 2018-01. This is from commercial future land use to public future land use.

This is showing locational map and the wetlands. There are no wetlands on the property.

This is the zoning map.

THE CHAIRMAN: Excuse me.

Will you explain real quick why we went to quasi-judicial? We were -- I'm sorry. We were kind of going out of order.

We have to call in quasi-judicial. We were going to go through these. For housekeeping, we're going to try it -- We've got a lot on the agenda today. There are several things that the county's going to -- We're going to try to move through these that are -- I would deem less controversial, go through these as a matter of housekeeping, I think, if you want to explain perhaps why.

MR. FISHER: Sure. No problem. We'll do it.

In order for a rezoning to take place, the future land use, which we are currently looking

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at right now, must be compatible with the zoning.

And with us looking to propose a future land use change that would be incompatible with the zoning, we have to recommend the future land use first and get a recommendation on that, and then move to the rezoning.

It's just a process, procedural thing. One has to go -- come first. The future land use has to come first before the rezoning case. Otherwise, we'd be doing it backwards. The future land use has to be compatible with the rezoning.

This is what makes it kind of the errant process, and that's why we jump from the quasi-judicial hearing back to the Planning Board.

And we'll go through the rezoning case after this and review this same project but from a rezoning standpoint.

MR. JONES: And try and let me add -- Horace Jones. And we're going to be looking at -- There are two future land-use map amendments. We're going to be looking at Items A, B and C.

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Then we will close out that hearing and we'll go to the -- go to the rezoning.

So C does not involve a future land-use change, but it is a Comp Plan text amendment. So that's why we're going to take C as well as we're going to do Item A, B and C.

Then we're going to the quasi-judicial, which is the rezoning hearings.

MR. FISHER: This just makes things -- everything a little more expedited, so we're not jumping back and forth --

MR. JONES: Absolutely.

MR. FISHER: -- closing one session -- opening and closing one session.

We've just got to try to knock this out, and then we can go back to the rezoning. That way we can move along fairly easily.

THE CHAIRMAN: It's all good stuff for my side of the world, so . . .

MR. FISHER: Okay. All right.

Small-Scale Map Amendment to the future land use. We're doing the maps. I'm sorry.

This is the current future land use, again, for SSA 2018-01.

This is the proposed future land use,

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public.

This is showing the existing land-use map showing the library, which is an existing building, and some single-family and commercial around the area within a 500-foot buffer.

This is showing the aerial map.

This is showing that it is an AIPD-2 area.

This is showing the public hearing signs that were posted.

This is looking north along Bauer Road.

Looking northeast at the subject property.

Looking east along Gulf Beach Highway.

Looking south across Gulf Beach Highway.

Looking west along Gulf Beach Highway.

The background on the Small-Scale Map Amendment for the future land use map. The county proposes to change the future land use category of a parcel on a 1.33 acre from commercial to public.

The current development library parcel can be accessed along approximately 240 feet of frontage on the north side of Gulf Beach Highway and 300 feet of the east side of Bauer Road, State Road 293.

A single-family home adjoins the subject

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parcel on the east side.

And the north side there currently, with the future land use mixed urban -- mixed-use suburban.

All the adjoining properties have a zoning designation of MDR that is on the property.

This is a county project, and staff is acting as the agent today, so if we want to go through and see if there's any public comments, or we can go through all the findings. It's up to the Board.

THE CHAIRMAN: I don't know if we have anybody signed up. I just got the -- Do we have anybody signed up to speak on this?

MS. MEADOR: All of them are.

THE CHAIRMAN: All of them? Okay. Very good.

I'm going to go ahead and take public comment right now. Let's start here where we are.

I would ask staff real quick while I'm sorting through these . . . My initial question in the beginning was why -- why now? What prompted the change?

I'm just curious. I live there. And I

don't know, just from the outside of it, why.
MR. FISHER: This is more or less preserving the property from a county aspect.
This is a government-owned property. And by moving to public, this makes it more a conforming use in the public zoning category.
So by moving it there, we also solidify and also take out a lot of the other zoning category -- or permanent uses and additional uses, taking it out of commercial, so if someone wanted to come back and redevelop this property into something else in the future, the county wants to maintain this as a library moving forward is what -- you know, is what the county is pretty much saying.
This is basically just solidifying and making this a public-government entity with public zoning, which is what -- All government properties should all be zoned public. And we're just trying to make it more conforming.
MR. JONES: And we're going to have Mr. Andrew Holmer, division manager, to give more insight.
MR. HOLMER: Good morning.
Andrew Holmer, Development Services.

Yeah. These two future land-use cases and the accompanying rezonings . . . These were initiated through District 2, Commissioner Underhill.
He would like to see the county properties in his area reflect the county ownership, that these are not going to be commercial. County's keeping this property. And he just wanted to start cleaning up in his district.
The other one that you're going to see was purchased with Navy money through a grant. And part of that is that we're conserving that. Nothing is going to be built on that. So that's why that one's going to conservation.
THE CHAIRMAN: Very good.
Mr. Larry Downs, why don't you come on up.
- - -
LARRY DOWNS, JR., upon being duly sworn, was examined and testified as follows: - - -

MR. DOWNS: Hello. Good morning, ladies and gentlemen.
Larry Downs, Jr., 12156 Havburg Drive, Pensacola, Florida.
I've just noticed that this one -- I was

reading all this last night.
And whenever the county owns property and they go in to rezone it -- I mean, I don't know what the rush is here to do it anyways, but I believe it's a conflict of interest whenever the county decides to rezone property that they own.
I'm -- I'm -- I think the county owns too much property, but I think this here should be something that -- that should proceed, you know, with caution because, you know, it affects the surrounding areas.
There's commercial property right next to it. And I can see this as later on becoming a -- an issue that could affect the commercial properties next to it. Just in my opinion.
You know, it would be nice if we could come up here and rezone our own properties as well, but we can't.
So I just want to bring that to y'all's attention, that I believe it's a conflict of interest for y'all to rezone your properties, however insignificant it may seem. It always affects something later on down the road. And I believe it's going to affect those commercial properties next to it.

Thank you.
THE CHAIRMAN: County attorney, does anybody need to be sworn in of the public? I mean, if they do -- We were -- we were just curious if they need to be sworn in or not.
MS. CRAWFORD: Oh. Yes, I'd recommend they be sworn.
THE CHAIRMAN: Okay. Very good.
Mr. David Donnelly, why don't you come on up.
- - -
DAVID DONNELLY, upon being duly sworn, was examined and testified as follows:
- - -
MR. DONNELLY: Hello. My name is David Donnelly. I live in Heron's Forest right alongside the other parcel.
And I just wanted to say publicly that I've spoken to many of my neighbors, and we all support this move to conservation land, since our properties are conservation nature, too, the green belts that are adjacent to them.
That's all.
THE CHAIRMAN: Very good.
MR. FISHER: This property is moving to

public, not conservation.
The next property will be to conservation that we'll be looking at in just a second.
MR. DONNELLY: Very well.
THE CHAIRMAN: This is the library property, where the library physically sits now.
MR. DONNELLY: You called me.
(Laughter.)
THE CHAIRMAN: I have A, B, C and D.
Next there may be the same -- All of these I've got Ms. Diane Downs. And I think this is for A, B, C and D.
MS. DOWNS: Yeah. I'll pass on that, then.
THE CHAIRMAN: Okay. It appears that all of the rest of them -- And I'm not sure. Ms. Carol? You're going to pass till the next?
And Jeanie Avant.
MS. AVANT: The next one.
THE CHAIRMAN: You'll wait until -- Okay.
Let's go ahead and proceed with this, the next three parcels. I have a belief.
MR. BEARDEN: I'm on that list.
THE CHAIRMAN: Okay.
MR. BEARDEN: Michael Bearden.

THE CHAIRMAN: Yeah, Michael. If you would like to speak, come on up.
- - -
MICHAEL BEARDEN, upon being duly sworn, was examined and testified as follows:
- - -
MR. BEARDEN: Hi. I'm Michael Bearden. Currently I live at 12156 Havburg Drive.
And the reason I just wanted to say something about this, Larry and I differ rarely, but I -- I -- I firmly believe in our public -- turning into public land.
By doing that, we prevent the opportunity for this to turn into something else down the road. I believe in libraries, even with all the Internet libraries, people go. They hold it in their hand. It has a totally different environment, and I want to keep that library there.
Candidly, I don't like the commercial across, but I can't do nothing about that.
So I'm all for this.
Thank you.
THE CHAIRMAN: Thank you, sir.
I think that's all for that particular

portion of it. We'll get back to the rest of it.
Do you want to go ahead and finish up with that?
MR. FISHER: It's up to the Board for them if they want a staff analysis, you know. The staff has agreed to recommend, you know, moving forward to the BCC.
THE CHAIRMAN: Yeah. No. I -- I live in Landfall, and so I'm real familiar with the area, and obviously thought it probably -- I guess the only point I would maybe bring up, it probably should have been done prior to the initial building of the library in the beginning, but, hey, here we are.
So I personally am all in favor of it. And I will certainly entertain a motion for approval.
MR. GRAY: I think I'd like to make a motion that we move forward at this point on the recommendation to the BCC to change it to public.
THE CHAIRMAN: We have a motion.
Do we have a second?
MR. INGWELL: Second.

THE CHAIRMAN: All those in favor say aye.
(Chorus of "ayes.")
THE CHAIRMAN: Any opposed?
(No response.)
THE CHAIRMAN: Moves forward.
(Hearing concluded.)

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CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board public hearing; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. A.**

Meeting Date: 03/06/2018

CASE : Z-2018-01

APPLICANT: Escambia County, Owner

ADDRESS: 12248 Gulf Beach Hwy

PROPERTY REF. NO.: 22-3S-31-5001-002-001

FUTURE LAND USE: C, Commercial (P, Public, Pending Small Scale Review)

DISTRICT: 2

OVERLAY DISTRICT: AIPD 2

BCC MEETING DATE: 04/05/2018

SUBMISSION DATA:

REQUESTED REZONING:

FROM: Com, Commercial district (25 du/acre)

TO: Pub, Public (du density limited to vested residential development)

RELEVANT AUTHORITY:

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

APPROVAL CONDITIONS

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

Consistent with Comprehensive Plan

The proposed zoning is consistent with the Future Land Use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

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

CPP FLU 1.3.1 Future Land Use Categories. Public (P) is intended to provide for uses or facilities owned or managed by the Federal, State, or county government or other public institutions or agencies. residential density within the Public category has no limits on dwelling

units per acre.

CPP FLU 2.2.1 Location. Public facilities and services will be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment, and levels of efficiency will be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the ECUA, other water and/or sewer providers, and state or federal agencies with facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this Plan and the FLUM and that there is adequate and suitable land available for such utility facilities.

CPP FLU 2.2.4 Existing Facilities. Prior to embarking on the construction of new capital improvements, Escambia County will consider the feasibility of upgrading or rehabilitating existing facilities to determine if the rehabilitation of present facilities would be in the best interest of the County and its citizens.

FINDINGS
The proposed amendment to Public **is consistent** with the intent and purpose of Future Land Use (FLU) category Public, as stated in CPP FLU 1.3.1. The location of the existing facilities and services **are consistent** with CPP FLU 2.2.1 and 2.2.4. Consistency with other applicable policies of the Comprehensive Plan would be evaluated during review of development for compliance with implementing Land Development Code regulations.

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

Consistent with The Land Development Code
The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

Sec. 3-2.10 Commercial district (Com).
(a) Purpose. The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

Sec. 3-2.15 Public district (Pub).
(a) Purpose. The Public (Pub) district establishes appropriate areas and land use regulations for publicly owned parcels with public uses generally having greater potential for adverse off-site impacts.

Sec. 4-4.5 Airport and airfield planning districts.
(b) Military Airfield Influence Planning Districts. Airfield Influence Planning Districts (AIPDs) are established to provide enhanced protection in support of the continued operation of military airfields for areas that are close enough to those airfields to influence or be influenced by their activities. AIPDs impose additional restrictions on surrounding development that primarily address noise and safety concerns created by flight operations and potential interferences with those operations. If military operations permanently cease at an airfield, the supplemental

requirements of its AIPDs will no longer apply to surrounding lands.
(1) General characteristics. Airfield Influence Planning Districts are combinations of noise zones, clear zones, accident potential zones, and other areas of influence that overlap and combine to define a broad range of airfield influences on surrounding land use. The range of influences is divided between two planning districts: AIPD-1 composed of areas closest to an airfield and, therefore, with highest noise exposure and accident risk; and AIPD-2 composed of areas further from the airfield than AIPD-1, but that still may influence or be influenced by airfield operations.
(2) Clear zones and accident potential zones. Clear zones and accident potential zones identify areas near airfield runways where aircraft accidents are most likely, if they do occur. The zones are defined by the type of aircraft for which the runway is primarily used. Clear zones extend immediately beyond the ends of runways and designate areas of high accident potential. Accident potential zones (APZs) generally extend beyond clear zones and designate areas that remain impacted by accident potential. APZ-1 identifies areas that retain a significant potential for accidents. APZ-2 identifies areas beyond APZ-1 that retain lower but measurable potential for accidents.
(3) Establishment. AIPDs and their constituent zones and areas are established through their definition and adoption within the LDC. The Airfield Influence Planning District Overlay maps for NAS Pensacola and NOLF 8 are specifically adopted here by reference and declared to be part of the LDC, with the information shown on the maps having the same force and effect as the text of the LDC. The AIPD maps are maintained digitally in the county's "Geographic Information System" (GIS).
(4) General AIPD requirements.
a. Real estate disclosure.
b. Avigation easement. For any parcel within an AIPD where subdivision or any site plan approval is requested, the application shall include an executed avigation easement or proof of the public recording of an executed easement. The purpose of the easement is to grant a clear property right to maintain flight operations in the airspace above the property. The easement shall be in a form approved by the County Attorney and recorded with the property deed to run in perpetuity with the land.
c. Rezoning. Rezoning is allowed within AIPDs, but density remains limited to the maximum density allowed by the AIPD, regardless of the zoning. The AIPD density limits shall govern.
(5) AIPD-1 requirements. Airfield Influence Planning District 1 (AIPD-1) defines areas of greatest protection for an airfield. AIPD-1 lies within a boundary connecting the outermost limits of an installation's clear zones, accident potential zones, or other areas necessary to achieve adequate protections. The following requirements apply to all lands within an AIPD-1 district:
a. Prohibited concentrations of population. Any use at such a scale that gatherings concentrating more than 25 people per acre and within a structure would be expected on a regular basis is prohibited. Such uses include sports stadiums, amphitheaters, auditoriums, clubhouses, churches, schools, hospitals, assisted living facilities, hotels and motels, restaurants, nightclubs and other establishments.
b. Residential density. Residential density is limited by the applicable zone or area with the AIPD according to the following:
1. Clear zones. Areas designated as "Clear Zone" are allowed no residential density except vested single-family dwellings on existing lots of record.
2. Area A. Areas designated as "Area A" are allowed no residential density except vested single-family dwellings on existing lots of record.
3. APZ-1. Areas designated as "Accident Potential Zone 1" (APZ-1) and aligned with airfield runways are allowed no residential density except vested single-family dwellings on existing lots of record. All other APZ-1 areas are limited to one dwelling unit per 2.5 acres.
4. APZ-2. Areas designated as "Accident Potential Zone 2" (APZ-2) and aligned with airfield runways are limited to two dwelling units per acre. All other APZ-2 areas are limited to three

dwelling units per acre.
5. Area B. Areas designated as “Area B” are limited to three dwelling units per acre and only subject to the minimum lot area of the applicable zoning district.
c. Dwellings. Residential development is limited to detached single- family dwellings, including manufactured (mobile) homes if allowed by applicable zoning district. No single-family attached or multifamily dwellings are permitted. The planning district also prohibits the clustering of dwellings, including mobile home parks, whether by density transfers, planned unit development or other means.
(6) AIPD-2 requirements. AIPD-2 is additional areas extended beyond AIPD-1 that is sufficiently close to the airfield to require some protections. AIPD-2 requirements are the same for all airfields. Densities and minimum lot sizes of the underlying zoning districts are not modified by AIPD-2.

FINDINGS
The proposed amendment **is consistent** with the stated purposes and intent of the Land Development Code (LDC) and meets the location criteria. The current site is already developed, any new development will have to meet all the requirements of the LDC and be evaluated for consistency during the Site Plan Review process.

Community Planning & Liaison Officer, NAVFAC SE - NAS Pensacola
Located in AIPD 2 and Noise Zone 1 (less than 65 db). For AIPD 2, NAS Pensacola defers to existing densities and lot sizes per the Escambia County Land Development Code. NAS Pensacola has no issues with the rezoning and small scale FLU amendment.

Transportation & Traffic Operations (TTO) Comments – Z-2018-01
TTO Staff has reviewed the Rezoning Case (Z)-2018-01, 12248 Gulf Beach Highway, agenda item for the Planning Board meeting scheduled for March 6, 2018. Please see the below comments.

There is an ongoing shoulder widening project on Bauer Road (CR293) between Sorrento Road and Old Gulf Beach Highway. This project is in the construction phase and is currently out for bid. There is also an ongoing intersection improvement project on Gulf Beach Highway with signalization Sunset Avenue and Patton Drive. The design is complete however, the construction is on hold until the FDOT CR292A Bridge Replacement project is complete. Both projects are funded through a cost sharing program between the County and FDOT. There are no roadway improvement projects programmed in the County’s Capital Improvement Program within the vicinity of the subject parcel.

Per the Florida-Alabama TPO’s Congestion Management Process Plan, Gulf Beach Highway is classified as an Urban Collector with a Maximum LOS of D with a corresponding maximum daily volume of 17,700 vehicles. Daily traffic Counts for 2016 show a daily volume on Gulf Beach Highway of 7,300 west and 5,900 east of Bauer Road.

TTO’s review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

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

Compatible with surrounding uses

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts MDR, Com, HC/LI and HDMU. There are single-family residential, Big Lagoon State Park, daycare, commercial buildings, and mobile homes.

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

Appropriate if spot zoning. Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands. **As per LDC Chapter 6, Spot Zoning is:** *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

FINDINGS

The isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The parcel is currently developed as an Escambia County Library and the proposed request allows for a range of public uses. This appears to be consistent with the existing development pattern in the area. It will still remain an Escambia County Library and **will contribute to or result in** logical and orderly development.

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

Appropriate with changed or changing conditions.

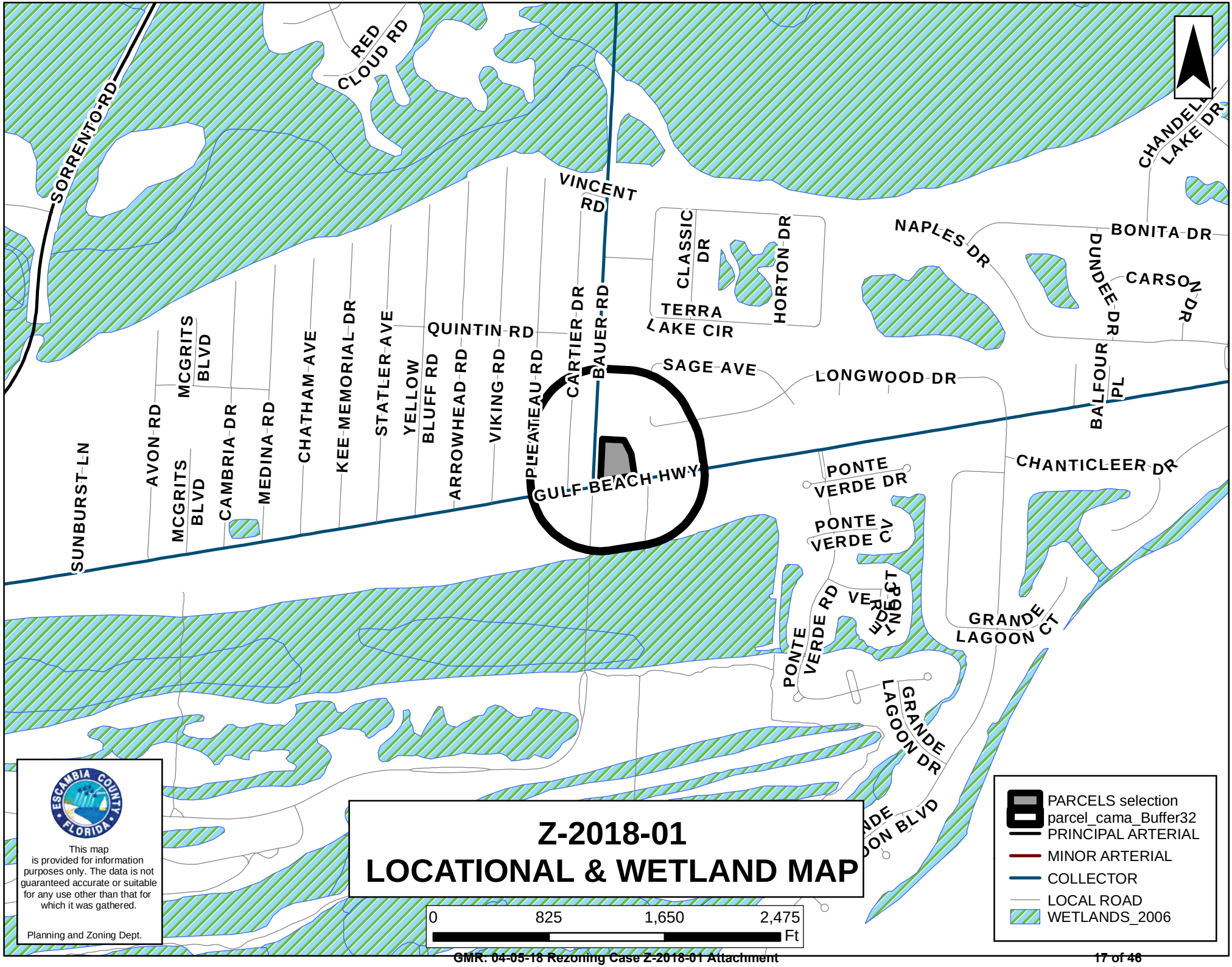
If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.?

FINDINGS

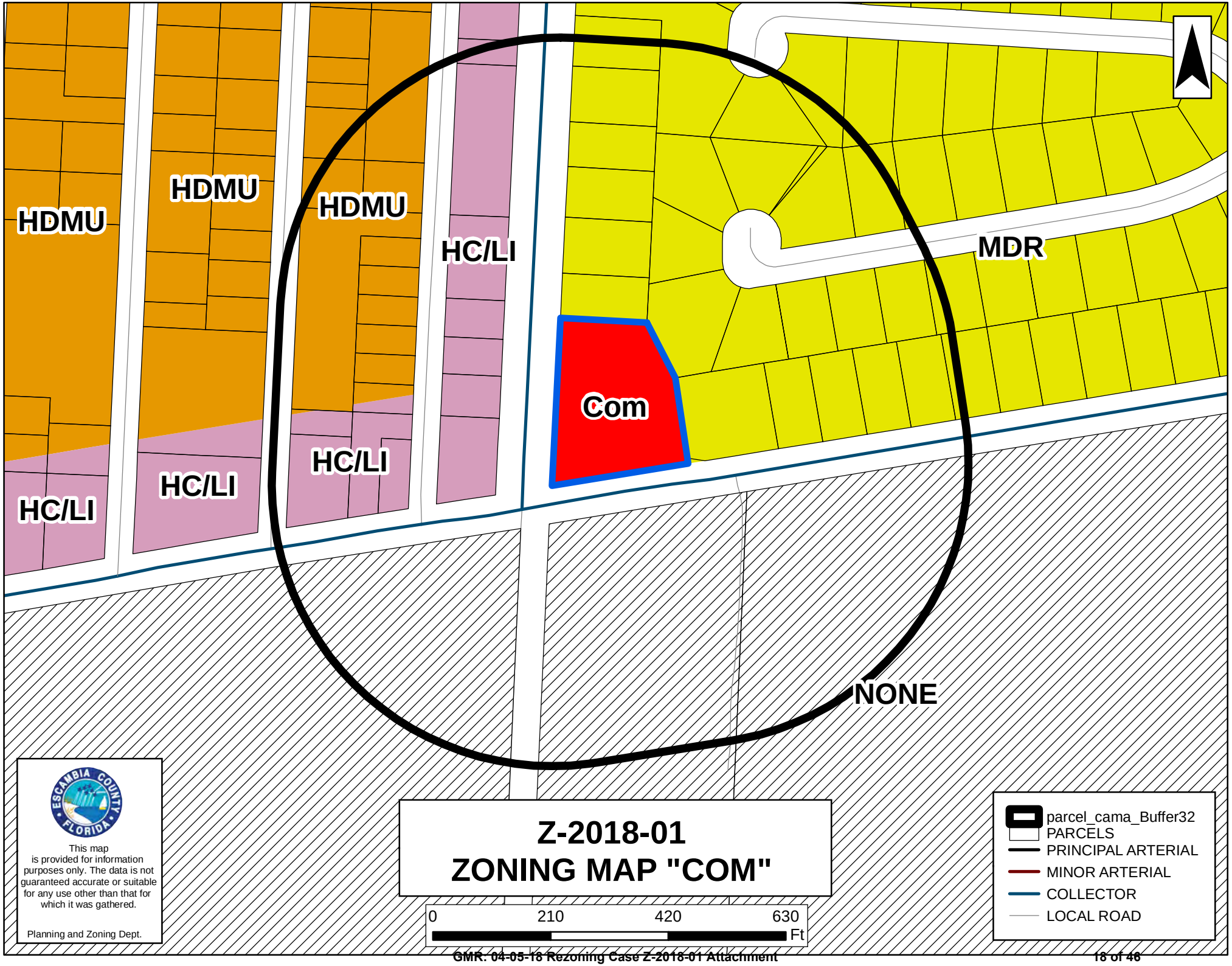
The land uses or development conditions within the area surrounding the property of rezoning have not changed to such a degree that the proposed rezoning **would result in an appropriate change**. The surrounding area provides a mix of good zoning transition of low residential development up to high residential development and commercial uses to support the area.

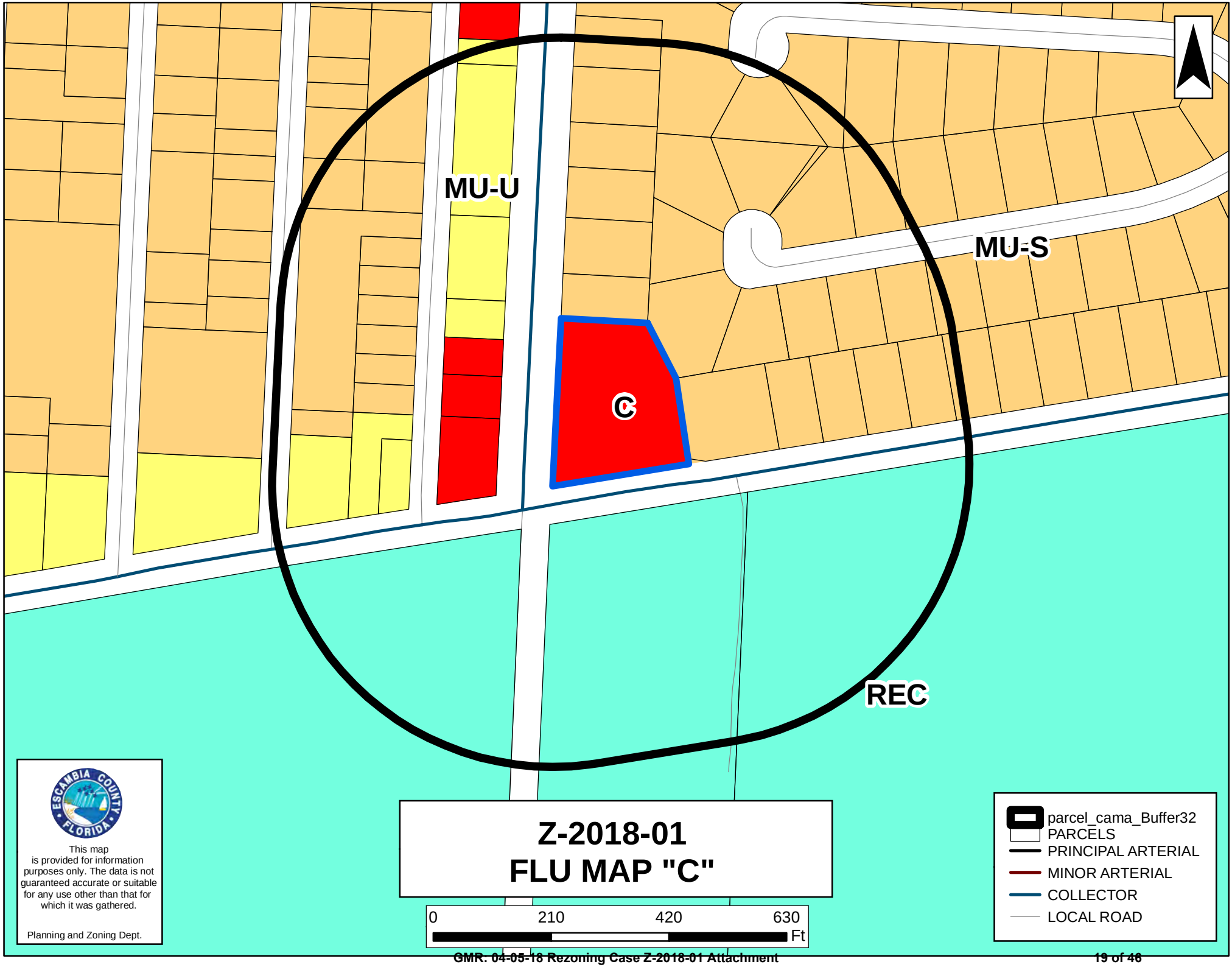
Attachments

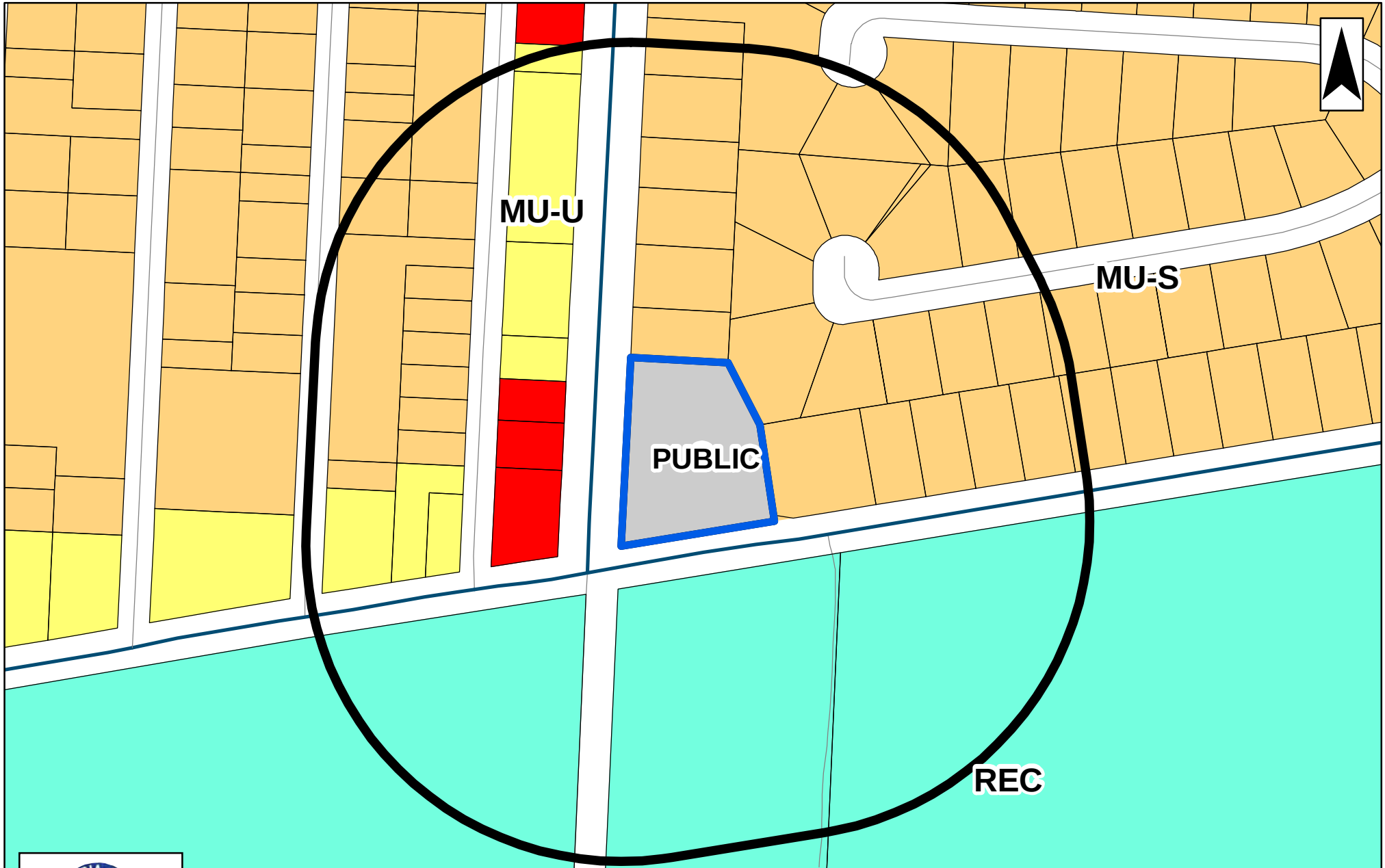
Working Case File



Z-2018-01
LOCATIONAL & WETLAND MAP


HDMU
HDMU
HDMU
HC/LI
MDR
Com
HC/LI
HC/LI
HC/LI
NONE
Z-2018-01
ZONING MAP "COM"
0
210
420
630
Ft
parcel_cama_Buffer32
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.


MU-U
MU-S
C
REC
Z-2018-01
FLU MAP "C"
0
210
420
630
Ft
parcel_cama_Buffer32
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.



Z-2018-01
FLU PROPOSED MAP

0 210 420 630 Ft

PARCELS selection
parcel_cama_Buffer32
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Planning and Zoning Dept.

Z-2018-01
ELU MAP

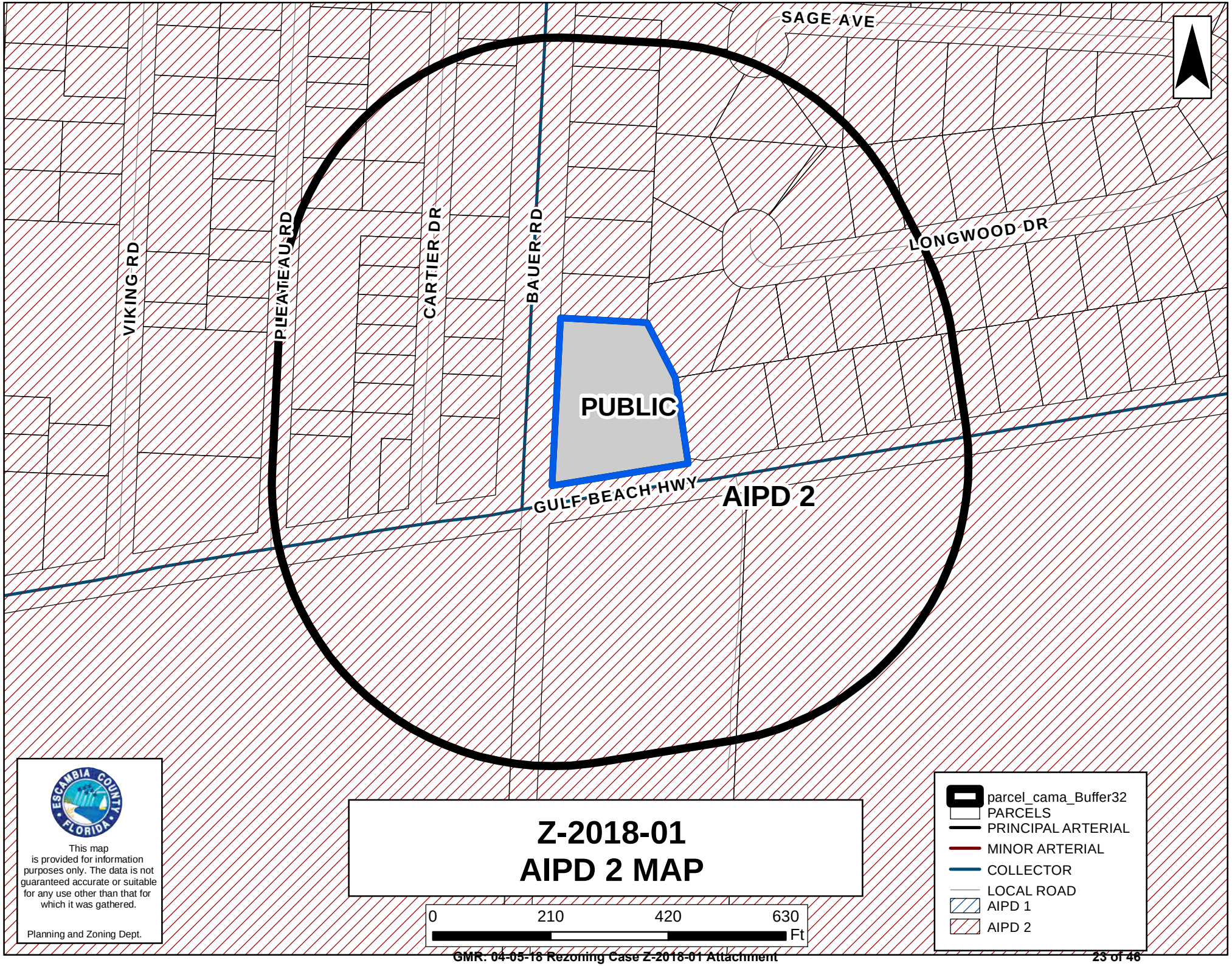
0 210 420 630 Ft

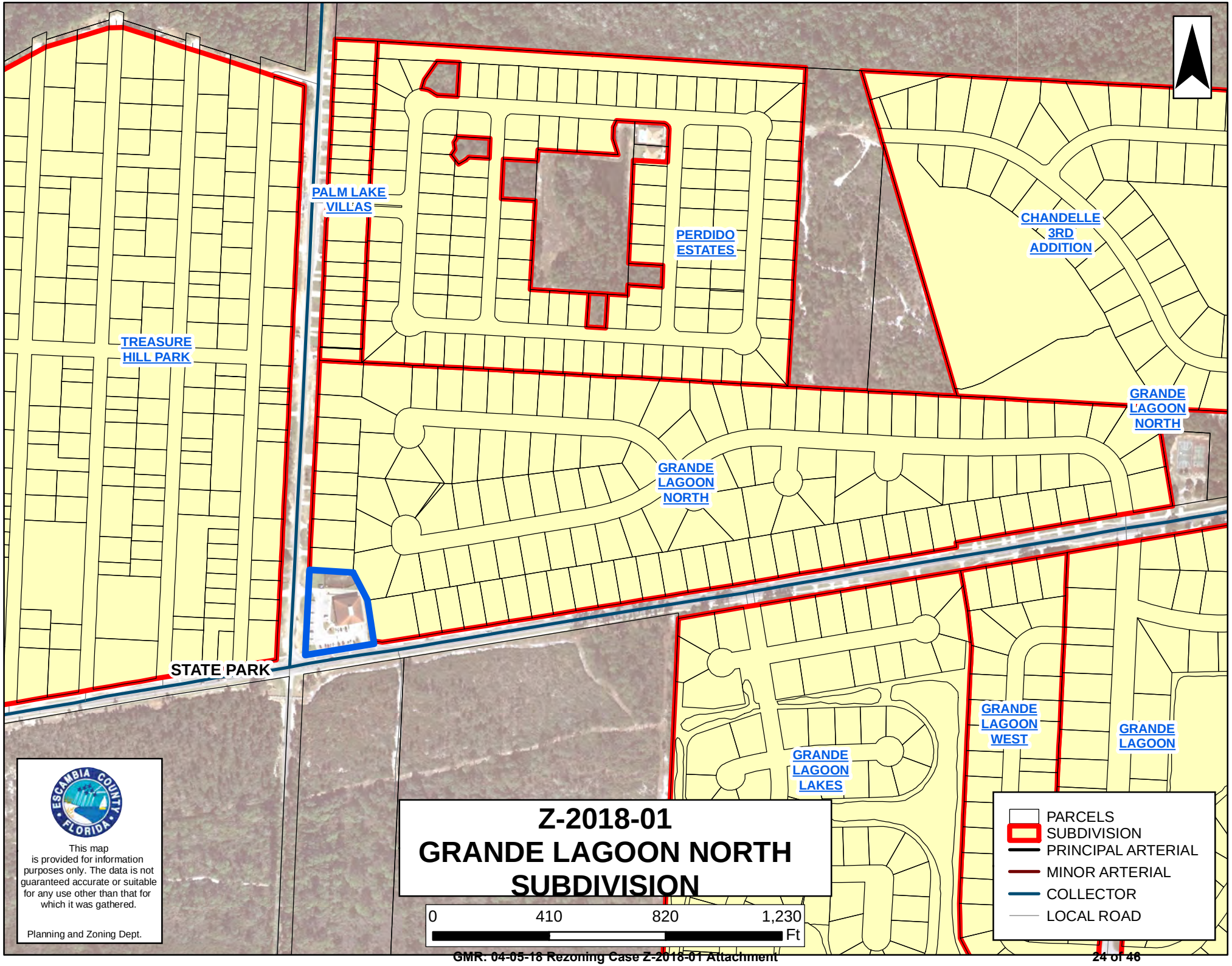
parcel_cama_Buffer32
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Planning and Zoning Dept.

Z-2018-01
AERIAL MAP
0
110
220
330
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.


SAGE AVE
VIKING RD
PLEATEAU RD
CARTIER DR
BAUER RD
LONGWOOD DR
PUBLIC
GULF BEACH HWY
AIPD 2
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.
Z-2018-01
AIPD 2 MAP
0 210 420 630 Ft
parcel_cama_Buffer32
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
AIPD 1
AIPD 2


PALM LAKE VILLAS
PERDIDO ESTATES
CHANDELLE 3RD ADDITION
TREASURE HILL PARK
GRANDE LAGOON NORTH
GRANDE LAGOON NORTH
STATE PARK
GRANDE LAGOON WEST
GRANDE LAGOON
GRANDE LAGOON LAKES
Z-2018-01
GRANDE LAGOON NORTH SUBDIVISION
0
410
820
1,230
Ft
PARCELS
SUBDIVISION
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.

Public Hearing Sign

Looking North Along Bauer Road

Looking Northeast At Subject Property

Looking East Along Gulf Beach Hwy

Looking South Across Gulf Beach Hwy

Looking West Along Gulf Beach Hwy

Escambia County Planning and Zoning

Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2018-01 Accepted by: JCF PB Meeting: 3/6/18

1. **Contact Information:**

   A. Property Owner/Applicant: Escambia County Board of County Commissioners

   Mailing Address: 221 Palafox PL STE 420

   Business Phone: (850) 595-3475 Cell: _____

   Email: _____

   B. Authorized Agent (if applicable): _____

   Mailing Address: _____

   Business Phone: _____ Cell: _____

   Email: _____

   Note: *Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: 12248 GULF BEACH HWY

   Parcel ID (s): 22-3S-31-5001-002-001

   _____

   _____

   B. Total acreage of the subject property: 1.33±

   C. Existing Zoning: Com

   Proposed Zoning: PUBLIC; explain why necessary and/or appropriate

   _____

   _____

   _____

   FLU Category: CURRENT "C", PROPOSED "PUBLIC" SSA-2018-01 PENDING

D. Is the subject property developed (if yes, explain): YES, IS CURRENTLY AN ESCAMBIA COUNTY LIBRARY

E. Sanitary Sewer: X Septic: _____

3. Amendment Request

Approval conditions. The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

a. Consistent with Comprehensive Plan. The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

SEE STAFF FINDINGS

b. Consistent with zoning district provisions. The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

SEE STAFF FINDINGS

c. Compatible with surroundings. All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

SEE STAFF FINDINGS

d. Appropriate if spot zoning. Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

SEE STAFF FINDINGS

e. Appropriate with changed or changing conditions. If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

SEE STAFF FINDINGS

4. Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 22-3S-31-5001-002-001

Property Address: 12248 GULF BEACH HWY

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS _____ DAY OF _____, YEAR OF_____ _____.

	ESCAMBIA COUNTY	2/13/18
Signature of Property Owner	Printed Name of Property Owner	Date
Signature of Property Owner	Printed Name of Property Owner	Date

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at _____ _____, Florida, property reference number(s)_____ _____ I hereby designate _____ _____ for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this _____day of_____ the year of,_____, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name:_____ Email:_____
Address:_____ Phone:_____

_____	_____	_____
Signature of Property Owner	Printed Name of Property Owner	Date
_____	_____	_____
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF _____COUNTY OF _____
The foregoing instrument was acknowledged before me this _____day of _____ 20 ___, by _____.
Personally Known □ OR Produced Identification□. Type of Identification Produced: _____

_____	_____
Signature of Notary	Printed Name of Notary

(Notary Seal)

5. Submittal Requirements

A. X Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. _____ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).

C. X Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. X Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

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

Signature of Owner/Agent	Printed Name Owner/Agent	Date
Signature of Owner	Printed Name of Owner	Date

STATE OF _____ COUNTY OF _____ The foregoing instrument was acknowledged before me this _____ day of _____ 20 ____, by _____.

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

Signature of Notary	Printed Name of Notary	(notary seal)

10.50
1053.50

OR BK 4861 PG1892
Escambia County, Florida
INSTRUMENT 2002-938500

DEED DOC STAMPS PD @ ESC CO $1053.50
03/05/02 ERNIE LEE MAGAHA, CLERK
By: Sallie Arnold

This Document Was Prepared by:
Office of the County Attorney
14 West Government Street, Room 411
Pensacola, Florida 32501
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 28TH day of FEBRUARY, 2002, by and between Frances C. White, an unremarried widow, whose address is 511 New Warrington Road, Pensacola, Florida 32506 (Grantor), and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place, Pensacola, Florida 32501 (Grantee).

WITNESSETH:

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

> Commence at the Northwest Corner of the South Half of Fractional Section 22, Township 3 South, Range 31 West, run South 89°56'50" East along the North line of said South Half 50.00 feet to the East right of way line of Weekley Boulevard; thence South 00°30'06" East 740 feet along the East right of way line of Weekley Boulevard to the point of beginning; thence continue along the last course South 00°30'06" East 299.86 feet to the North right of way line of Gulf Beach Highway; thence North 77°23'16" East along the North right of way line of Gulf Beach Highway 245.53 feet; thence North 12°36'44" West 155.00 feet; thence North 29°00'32" West 110.14 feet; thence South 89°29'54" West 155 feet to the point of beginning. (Property).

Parcel Identification Number: 22-3S-31-5001-002-001

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2002 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

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

Witness Brenda J. Dotson
Print Name BRENDA J. DOTSON

Witness W. Douglas White
Print Name W. DOUGLAS White

By: Frances C. White
Frances C. White
Address: 511 New Warrington Road
Pensacola, Florida 32506

STATE OF FLORIDA
COUNTY OF ESCAMBIA COUNTY

The foregoing instrument was acknowledged before me this 28TH day of FEBRUARY, 2002, by Frances C. White. She is (✓) personally known to me, (_) produced current _____ as identification.

Andrea L Antone
MY COMMISSION # CC737872 EXPIRES
May 30, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

Andrea L. Antone
Signature of Notary Public

ANDREA L ANTONE
Printed Name of Notary Public

(Notary Seal)

Commission Expires MAY 30 2002
Commission Number CC737872

RCD Mar 05, 2002 11:25 am
Escambia County, Florida

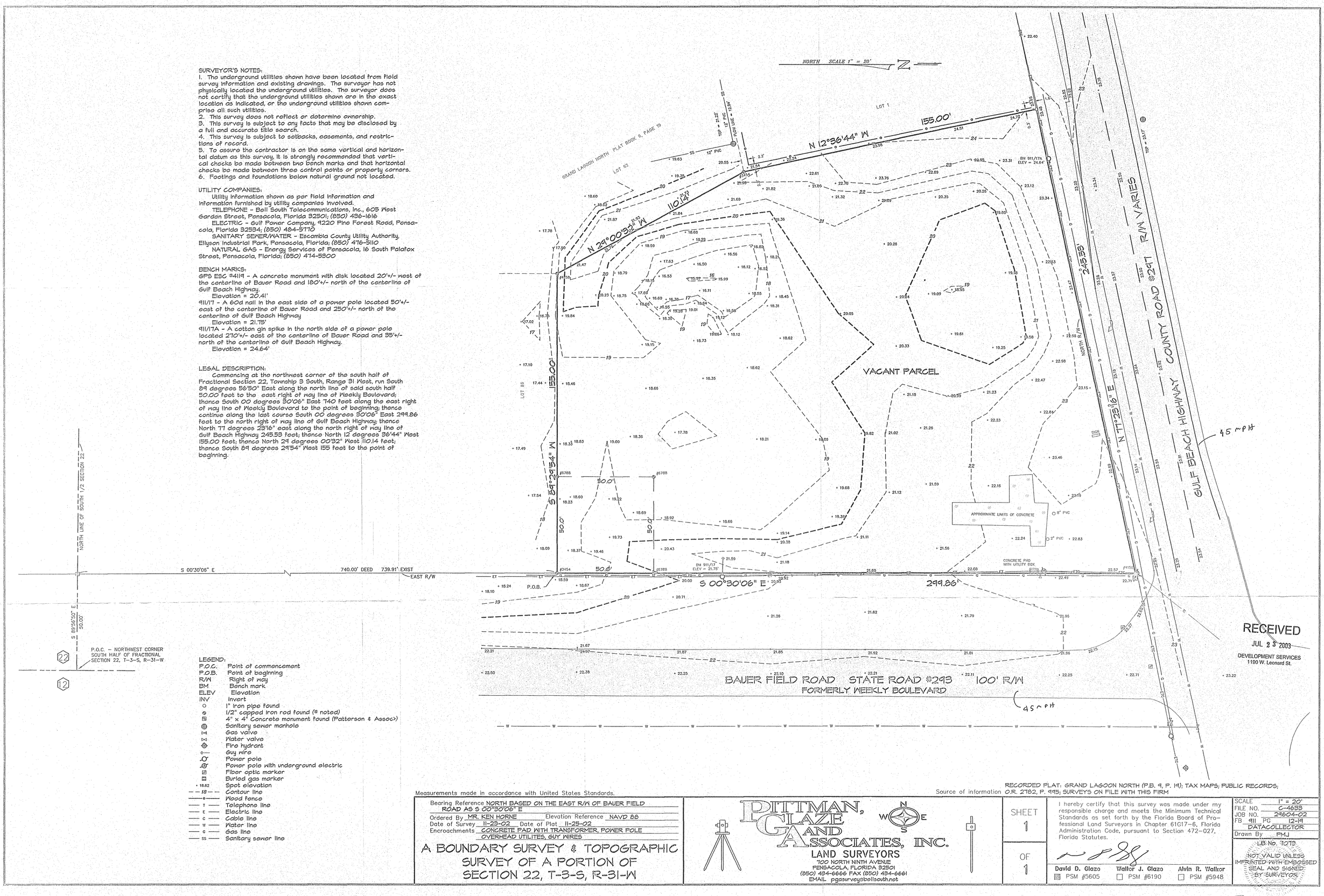
ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-938500

SURVEYOR'S NOTES:
1. The underground utilities shown have been located from field survey information and existing drawings. The surveyor has not physically located the underground utilities. The surveyor does not certify that the underground utilities shown are in the exact location as indicated, or the underground utilities shown comprise all such utilities.
2. This survey does not reflect or determine ownership.
3. This survey is subject to any facts that may be disclosed by a full and accurate title search.
4. This survey is subject to setbacks, easements, and restrictions of record.
5. To assure the contractor is on the same vertical and horizontal datum as this survey, it is strongly recommended that vertical checks be made between two bench marks and that horizontal checks be made between three control points or property corners.
6. Footings and foundations below natural ground not located.

UTILITY COMPANIES:
Utility information shown as per field information and information furnished by utility companies involved.
TELEPHONE - Bell South Telecommunications, Inc., 605 West Garden Street, Pensacola, Florida 32501; (850) 436-1616
ELECTRIC - Gulf Power Company, 9220 Pine Forest Road, Pensacola, Florida 32534; (850) 484-5710
SANITARY SEWER/WATER - Escambia County Utility Authority, Ellyson Industrial Park, Pensacola, Florida; (850) 476-5110
NATURAL GAS - Energy Services of Pensacola, 16 South Palafox Street, Pensacola, Florida; (850) 474-5300

BENCH MARKS:
GPS ESC #4119 - A concrete monument with disk located 20'+/- west of the centerline of Bauer Road and 180'+/- north of the centerline of Gulf Beach Highway.
Elevation = 20.41'
911/17 - A 60d nail in the east side of a power pole located 50'+/- east of the centerline of Bauer Road and 250'+/- north of the centerline of Gulf Beach Highway
Elevation = 21.75'
911/17A - A cotton gin spike in the north side of a power pole located 270'+/- east of the centerline of Bauer Road and 35'+/- north of the centerline of Gulf Beach Highway.
Elevation = 24.64'

LEGAL DESCRIPTION:
Commencing at the northwest corner of the south half of Fractional Section 22, Township 3 South, Range 31 West, run South 89 degrees 56'50" East along the north line of said south half 50.00 feet to the east right of way line of Weekly Boulevard; thence South 00 degrees 30'06" East 740 feet along the east right of way line of Weekly Boulevard to the point of beginning; thence continue along the last course South 00 degrees 30'06" East 299.86 feet to the north right of way line of Gulf Beach Highway; thence North 77 degrees 23'16" east along the north right of way line of Gulf Beach Highway 245.53 feet; thence North 12 degrees 36'44" West 155.00 feet; thence North 29 degrees 00'32" West 110.14 feet; thence South 89 degrees 29'54" West 155 feet to the point of beginning.



LEGEND:
P.O.C. Point of commencement
P.O.B. Point of beginning
R/W Right of way
BM Bench mark
ELEV Elevation
INV Invert
○ 1" iron pipe found
⊙ 1/2" capped iron rod found (# noted)
⊞ 4" x 4" Concrete monument found (Patterson & Assoc)
Ⓜ Sanitary sewer manhole
⋈ Gas valve
⋈ Water valve
Ⓕ Fire hydrant
Guy wire
Power pole
Power pole with underground electric
Fiber optic marker
Buried gas marker
• 18.62 Spot elevation
— — 18 — — Contour line
——o—— Wood fence
—— T —— Telephone line
—— E —— Electric line
—— C —— Cable line
—— W —— Water line
—— G —— Gas line
—— SS —— Sanitary sewer line

Measurements made in accordance with United States Standards.

Bearing Reference NORTH BASED ON THE EAST R/W OF BAUER FIELD ROAD AS S 00°30'06" E
Ordered By MR. KEN HORNE Elevation Reference NAVD 88
Date of Survey 11-23-02 Date of Plat 11-25-02
Encroachments CONCRETE PAD WITH TRANSFORMER, POWER POLE OVERHEAD UTILITES, GUY WIRES

A BOUNDARY SURVEY & TOPOGRAPHIC SURVEY OF A PORTION OF SECTION 22, T-3-S, R-31-W

Source of information RECORDED PLAT: GRAND LAGOON NORTH (P.B. 9, P. 19); TAX MAPS; PUBLIC RECORDS; O.R. 2782, P. 995; SURVEYS ON FILE WITH THIS FIRM

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
700 NORTH NINTH AVENUE
PENSACOLA, FLORIDA 32501
(850) 434-6666 FAX (850) 434-6661
EMAIL pgasurvey@bellsouth.net

SHEET 1 OF 1

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administration Code, pursuant to Section 472-027, Florida Statutes.

David D. Glazo ▨ PSM #5605 Walter J. Glazo ☐ PSM #6190 Alvin R. Walker ☐ PSM #5948

SCALE 1" = 20'
FILE NO. C-4633
JOB NO. 29604-02
FB 911 PG 12-19
DATACOLLECTOR
Drawn By PMJ

L.B. No. 7019
NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR

RECEIVED
JUL 23 2003
DEVELOPMENT SERVICES
1190 W. Leonard St.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **John C. Fisher, Senior Planner**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

THRU: **David Forte, Manager**
Transportation & Traffic Operations Division

DATE: **February 20, 2018**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2018-01**

TTO Staff has reviewed the Rezoning Case (Z)-2018-01, 12248 Gulf Beach Highway, agenda item for the Planning Board meeting scheduled for March 6, 2018. Please see the below comments.

There is an ongoing shoulder widening project on Bauer Road (CR293) between Sorrento Road and Old Gulf Beach Highway. This project is in the construction phase and is currently out for bid. There is also an ongoing intersection improvement project on Gulf Beach Highway with signalization Sunset Avenue and Patton Drive. The design is complete however, the construction is on hold until the FDOT CR292A Bridge Replacement project is complete. Both projects are funded through a cost sharing program between the County and FDOT. There are no roadway improvement projects programmed in the County's Capital Improvement Program within the vicinity of the subject parcel.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Gulf Beach Highway is classified as an Urban Collector with a Maximum LOS of D with a corresponding maximum daily volume of 17,700 vehicles. Daily traffic Counts for 2016 show a daily volume on Gulf Beach Highway of 7,300 west and 5,900 east of Bauer Road.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

From:	Opalenik, Stephen J CIV NAVFAC SE, PWD Pensacola
To:	John C. Fisher
Cc:	David V. Forte; Terri V. Malone
Subject:	RE: rezoning case and Small Scale Map Amen
Date:	Friday, February 16, 2018 5:06:52 PM

John,

NASP Pensacola response:

Z/SSA-2018-01: Located in AIPD 2 and Noise Zone 1 (less than 65 db). For AIPD 2, NAS Pensacola defers to existing densities and lot sizes per the Escambia County Land Development Code. NAS Pensacola has no issues with the rezoning and small scale FLU amendment.

Z/SSA-2018-02: Located in AIPD 1 and Noise Level 3 (more than 75 db). For this property, NAS Pensacola finds limited compatible uses per the 2010 Air Installation Compatible Use Zone (AICUZ) guidance. Current zoning of "Commercial" is not only incompatible with AICUZ, but also poses concerns for Anti-Terrorism/Force Protection due to its proximity to the NAS Pensacola perimeter boundary and West Gate access area. Rezoning to "Conservation" will further restrict incompatible land use, density and security. NAS Pensacola fully supports the rezoning and small scale FLU amendment.

Please let me know if you have further questions.

Thanks, Steve
Community Planning & Liaison Officer
NAVFAC SE - NAS Pensacola
Office: 850-452-8715
Cell: 850-619-5079
DSN: 459-8715

-----Original Message-----
From: John C. Fisher [mailto:JCFISHER@myescambia.com]
Sent: Wednesday, February 14, 2018 10:56 AM
To: Terri V. Malone; Opalenik, Stephen J CIV NAVFAC SE, PWD Pensacola
Cc: David V. Forte
Subject: [Non-DoD Source] rezoning case and Small Scale Map Amen

Please review and comment on

Rezoning Z-2018-01 and Z-2018-02

Small Scale FLU Change SSA-2018-01 and SSA-2018-02

The 2018-01 projects are the same location and the 2018-02 are the same project same location.

These are from D2 at last minute thing sorry for the rush.

John C Fisher

Senior Planner

Development Services Department

3363 West Park Place

Pensacola, FL 32505

850-595-4651

Florida has a very broad public records law. Under Florida's law, both the contents 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.

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3-6-18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-01 & Z-2018-02 **OR**

Regular Planning Board Meeting

Agenda Item Number/Description: A.B. 01

_____ In Favor _____ Against

*Name: Larry Downs Jr.

*Address: 12156 Hawkswood *City, State, Zip: 32506

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3-6-18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-01/02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: David Donnelly

*Address: 9685 Grallatorial Circle *City, State, Zip: Pensacola, FL, 32507

Email Address: Logic34@Cox.net Phone: (850) 291-5486

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3/6/18

Rezoning Quasi-judicial Hearing
Rezoning Case #: A-B-C-E

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Diane Downs

*Address: 5840 Muldoon Rd *City, State, Zip: Pensacola, FL 32526

Email Address: Tdowns1211@aol.com Phone: 850-455-4160

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:
☒ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3-6-18

Rezoning Quasi-judicial Hearing
Rezoning Case #: E+A+B+C

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor _____ Against

*Name: Michael Bearden

*Address: 12156 *City, State, Zip: Pensacola

Email Address: Mpbear47@gmail.com Phone: 360-525-0086

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☐ Sign

Please indicate if you:
☒ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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01/2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13821 **Growth Management Report 10. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 04/05/2018
Issue: 5:46 p.m. - Amendment to the Official Zoning Map
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on March 6, 2018, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2018-01 was heard by the Planning Board on March 6, 2018. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning case.

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

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

Attachments

Draft Ordinance

ORDINANCE NUMBER 2018-_____

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

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

Section 1. Purpose and Intent.

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

Case No.:	**Z-2018-01**
Address:	12248 Gulf Beach Highway
Property Reference No.:	22-3S-31-5001-002-001
Property Size:	1.33 (+/-) acres
From:	Com, Commercial district (25 du/acre)
To:	Pub, Public district (du density limited to vested residential development)
FLU Category:	P, Public

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

DRAFT

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13825 **Growth Management Report 10. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 04/05/2018
Issue: 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2018-02
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2018-02

That the Board of County Commissioners (BCC) review and adopt an ordinance amending the Future Land Use (FLU) Map for a Small Scale Amendment, SSA-2018-02, changing the FLU category for a 8.955 (+/-) acre parcel of property, located in the 4100 Block of South Blue Angel Parkway, Parcel # 18-3S-31-1101-000-000, from Commercial (C) to Conservation (Con).

BACKGROUND:

The small-scale amendment to the future land use (FLU) map of the county proposes to change the FLU category of a parcel on a 8.95 (+/-) acres from Commercial (C) to Conservation (Con). The current property is undeveloped and is located on the Northwest corner, Southwest corner, and Southeast corner of Blue Angel Parkway and Gulf Beach Highway intersection. Single family homes adjoin the Northwest and Southwest corner properties with a FLU of Mixed-Use Suburban (MU-S). On the Southeast corner property, Naval Air Station Pensacola (NAS) adjoins it to the east and south with a FLU of Public (P).

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Implementation of this Ordinance will consist of an amendment to the Future Land Use Map of the Comprehensive Plan and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

Attachments

SSA-2018-02
Draft Ordinance
Clean Ordinance

SSA-2018-02

ESCAMBIA COUNTY PLANNING BOARD
PUBLIC HEARING

B. A public hearing concerning the review of an ordinance amending the Future Land Use Map, SSA-2018-2
That the Board review and recommend to the Board of County Commissioners (BCC) for adoption an ordinance amending the Future Land Use (FLU) Map for a Small Scale Amendment, SSA-2018-02

A public hearing was held in the above-styled cause before the Escambia County Planning Board on the 6th day of March 2018, commencing at approximately 8:50 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:

TIM PYLE, Acting Chair — District 2
JAY INGWELL — District 1
REID RUSHING — At Large
ALAN GRAY — At Large
WILLIAM CLAY — District 3
PATTY HIGHTOWER — School Board
STEPHEN OPALENIK — Navy

PLANNING BOARD STAFF PRESENT:

MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, DIRECTOR
ANDREW HOLMER
KAYLA MEADOR
JUAN LEMOS
JOHN FISHER
ALLYSON CAIN

- - -

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P R O C E E D I N G S

THE CHAIRMAN: Staff, do you want to move on to the next one.

MR. FISHER: Okay. This is small-scale map amendment SSA 2018-02.

This is a public hearing concerning the future land use map, from commercial to conservation.

We'll go ahead and look at the locational and wetlands map.

Currently you can see that this is along Blue Angel Parkway toward the entrance of the NAS Pensacola entrance and Gulf Beach Highway.

This is actually three different corners. It is the same property reference number, tax ID number. It just shows up as three different areas.

This is showing the zoning map of commercial.

This is showing the current future land use map of commercial.

This is the proposed future land use of conservation within the 500-foot buffer area. You can see there's public to the right, which

would be the airfield and some more conservation to the northwest.

This is showing existing land-use map. You would see that there's several subdivisions developed.

And this is showing the aerial map of a lot of, you know, open space there, but it's also within the AIPD-1 area.

This is the AIPD-1 area, which is very crucial to the Navy area. There's a flight path of where they fly and potential accidents.

This is also showing the APZ area, showing some of the flight paths as well.

This is the public hearing sign.

MR. GRAY: John, could you go back one -- I'm sorry. Could you go back one?

MR. FISHER: Yeah. The yellow?

MR. GRAY: Mm-hmm. I'm sorry. Back on the one.

MR. FISHER: That's all right.

MR. GRAY: The yellow polygon clear zone. That's roughly the end of the runway, within a certain distance of the end of the runway; is that correct?

Because APZ-2 is the straight flight plan,

and APZ-1 would be the -- Not sure if it's called "the ditch." What do you -- what do you call it? Is that the circle-back? What do you call that?

MR. OPALENIK: Well, there are -- there are -- there are three critical areas we look at when we talk about encroachment. Clear zones, in this case, is on base. Can't build anything. It's got to be clear.

MR. GRAY: It's a field.

MR. OPALENIK: It is, yes.

MR. GRAY: Okay.

MR. OPALENIK: And then APZ-1 are -- is Accident Potential Zone 1. High probabilities. If anything were to go bad --

MR. GRAY: Yep.

MR. OPALENIK: -- that's the place that we figured out could be the worst.

MR. GRAY: That would be a VC2 just behind that also has a little bit more -- a little less restriction.

MR. OPALENIK: And we do a very limited height in APZ-1.

MR. GRAY: Yes. Very low density in APZ-1.

MR. OPALENIK: Density is -- is -- is usually certain types of structures, functions. Certainly not dwelling.

MR. GRAY: Well, I just wanted a refresher on my AQs. And I think the room needed a refresher on what the AQ's purposes are as well.

Thank you.

Thank you, John.

MR. FISHER: This is looking west along Gulf Beach Highway.

This is looking north along Blue Angel.

This is looking east along Gulf Beach Highway as well.

This is looking south along Blue Angel.

This is looking east along Gulf Beach Highway.

This is looking south along Blue Angel.

This is looking west along Gulf Beach Highway.

This is looking north along Blue Angel.

And looking east along Gulf Beach Highway.

And looking south along Blue Angel Parkway.

Looking west along Gulf Beach Highway.

There are three different areas there. We

had to put a sign on each area just to let the public know, and that's why that was kind of repetitive there.

The small-scale map amendment, future land-use map of the county proposes to change the future land use category of the parcel on an 8.955 plus or minus acre from commercial to conservation.

The current property is undeveloped and is located on the northwest corner, southwest corner and southeast corner of Blue Angel Parkway and Gulf Beach Highway intersections.

Single-family homes adjoin the northwest and southwest corner properties with the mixed-use suburban as the future land use.

On the southeast corner property, Naval Air Station Pensacola, NAS, adjoins to the east and south with a public future land use category.

Entertain the Board to . . .

THE CHAIRMAN: Yeah. I just wanted to -- We had the privilege of seeing in the material the response from the Navy.

But I guess if you'd like to maybe summarize for the folks here their kind of take

on this and your opinion on it.

MR. OPALENIK: Okay. The property, NAS Pensacola, the property was purchased through state grant money that is -- that is allowed for local communities, county in this case, to be able to help the Navy with encroachment, encroachment on our mission.

Our mission is to fly. Our mission is to fly safe. And these areas here certainly represent part of that encroachment effort.

You see the neighborhoods that are there. By today's standards, they may not be recommended, at least by the Navy. That's all we do, is make a recommendation.

In this case, this -- these -- these properties are recently bought with -- with the state grant money called the Defense Infrastructure Grant Funds.

And so it is county-owned. We certainly support anything that diminishes any other kinds of development.

Although they are county owned, county interest could change over time. And we certainly support lessening that -- that opportunity for something else to go in.

So we would never recommend dwelling units where people live. We wouldn't recommend people -- where -- where people gather.

Conservation seems to fit with the -- with the surrounding area. You notice the area to the northwest. That -- that is -- that is also state owned, but it's -- it's for a conservation of -- It's the part of the picture, planned prairie conservation, so it fits with the area as far as we're concerned.

And we're also concerned with terrorism force protection, so this being right outside our west gate is another -- it's another area that, you know, we certainly support.

THE CHAIRMAN: To this point, the gentleman that lives in Heron's Forest, along with myself, we had a sign, that nice little disclosure when we bought our house. And it's a pretty daunting thing.

Basically, if a plane crashes, "It's your fault, dummy, for buying there." But I think the benefit far outweighs the risk at this point.

MR. OPALENIK: It should also mention noise is also concerned.

THE CHAIRMAN: Right.

MR. OPALENIK: So this is a high noise area, and -- and -- and like you say, the folks that live there know that.

THE CHAIRMAN: 14 years, I don't really know. I don't hear anything.

MR. OPALENIK: Thank you.

THE CHAIRMAN: As my very elderly neighbor states, that that sound is the sound of freedom, so we're okay with it, so . . .

All right. If there's anything else the staff would like to present, we'll go into.

MR. FISHER: Not at this time.

MR. INGWELL: If I could ask two things.

Who did the county purchase this property from?

MR. OPALENIK: It was a private -- private owner, a family. I think the name was Leebrist --

MR. JONES: Yes. Yes.

MR. OPALENIK: -- was the name on the -- on the deed.

MR. JONES: John Leebrist.

MR. INGWELL: Well, the second thing is, can you go back to the current future land-use

map?

Go back. Keep going.

MR. RUSHING: Current zoning map.

MR. JONES: Mr. Ingwell, I know that that is always the -- the eye-opener. That was before our time.

It was zoned -- those -- that subdivision has a commercial zoning on it. It should have been maybe residential or -- but evidently it wasn't.

Now, if the citizens want to, they can all get together and try to get it changed, but it would -- it would take a -- more than just one ask. So -- But we know that. That's always behind the one that -- that predated any of us up here.

THE CHAIRMAN: We have a lot of interesting commercial zoning along Gulf Beach Highway.

MR. JONES: Yes.

THE CHAIRMAN: We will certainly not see the last of it here today.

MR. JONES: Absolutely.

THE CHAIRMAN: But it doesn't make a lot of sense in a lot of areas, I guess, if you are

on Gulf Beach and you go south into the Navy property, I think, to the gentleman's point, that it would infringe upon their ability to do their job.

If you look now, there's a -- for whatever reason, I don't -- they didn't ask my opinion, for whatever particular threat level, they will barricade the -- that back entrance.

Sometimes it's easy. It hasn't been easy in a while to get back into it. And I don't think anybody would really want to set up shop at that corner.

I don't think commercial is really a concern. It does make sense to me. After reading through it at length, it makes perfect sense.

So, again, like a lot of the things we're doing, we're looking at the past, going, "What were we thinking?"

Well, we weren't. It just was.

And now we are trying to make sense of something after the fact, which sometimes is messy.

MR. INGWELL: That sums it up well.

THE CHAIRMAN: All right. If there's

nothing else -- Let's see. Mr. Michael Bearden.
MR. BEARDEN: My turn. I've already been sworn in.
Okay. I just had a couple comments. One is the southeast portion, that little triangle on the government property, why don't we give that to the government?
Don't you guys want it?
MR. OPALENIK: Well, if we have it, we have to maintain it. And that's not always a bad thing, but in this case because of how it was -- how it was funded, the county bought it.
Not to say that somewhere down the line we may have something that the county needs. In fact, there are some properties out there that the need really doesn't have a lot of use for around Saufley. That's not to say that in the future we couldn't acquire the property through an exchange.
Right now we're not talking about that.
MR. BEARDEN: Yeah. See how it creates an intrusion onto the military property. And that would eliminate that future intrusion.
And I drive by there all the time. I'm retired Navy.

MR. OPALENIK: Right.
MR. BEARDEN: And looks the same as the piece next door to it, you know, so I don't see why we don't just give them that portion, rather than going through that for the conservation. I'm all for conservation. And I like that.
The commercial really cracks me up, that it was somebody else's job that did that.
It's our job to correct that because if I had the money, I'd try to buy up those four or five houses that are right on the corner and put myself a commercial establishment there because we got thousands of cars go by there all the time. We need to change that.
Anyway, that's all.
THE CHAIRMAN: I imagine we could spend the next three years on Gulf Beach Highway alone trying to clean that up.
Go ahead, sir.
MR. FISHER: Just for that subdivision on the northeast corner that's zoned commercial, it is a platted subdivision, so a commercial use would not be able to be obtained without vacating that plat as well, so it would be a long, lengthy process. And it would be very

difficult to be approved.
THE CHAIRMAN: Mr. Downs.
- - -
LARRY DOWNS, JR., having been previously sworn, was examined and testified as follows:
- - -
MR. DOWNS: Hello.
I shouldn't have brought Mike Bearden with me today.
(Laughter.)
MR. DOWNS: We're having some problems here.
All right. Couple things real quick on this -- on these properties.
One, I disagree that the county should have ever bought them.
And grant money is nothing but tax money, so I hate it when everybody refers to it as "state grants" or "federal grants." It's just tax money, so . . . It comes out of all of our pockets.
This was zoned commercial and privately owned. And then the county took our tax dollars and purchased it, which I disagree with all of that.

You know, I know a lot of people who would love to set up shop there. That's a very popular area, lots of nice traffic there. It would be a great little place for -- for an insurance company or -- a number of things, even a little -- even a little medical -- you know, little urgent care or any -- any little thing.
UNIDENTIFIED VOICE: Gas station.
MR. DOWNS: Yeah, gas station -- you name it -- could be convenient there.
And interest does change in the county. I agree. Interest does change. And if this is -- this is voted on and -- and moved over to a conservation easement or area, it will never be able to be used again without literally an act of Congress.
There also could be some public use there. I'm against public use, but later on there could be. It could be something that could be, you know, beneficial for that community for all those houses back in there.
Maybe we'll need another library, even though phones, like Mr. -- I mean, books like Mr. Bearden says, I can get every book I want on my phone. That's where the education is.

I learn every single night when I pop open, you know, the -- the world documents of the whole world, the whole history.

So those are -- those are things that I believe -- Is that my time?

UNIDENTIFIED COMMISSIONER: A minute, sir.

MR. DOWNS: Okay.

Those are the things that should be considered. Anytime you do something like this, and you take public money and you purchase land, and then you deny use, future use -- And I understand the military's issue. I understand all that.

But a lot of times it's over -- It's over-rated. I don't think an office there that would serve 10 people -- maybe a couple drive-ins, whatever -- would be any more of a hazard than some of those houses with 10 people living in them. You know.

I mean, there's -- there's just no more risk. The risk is so minute that we're trying to cover all risk in our country. And in the meantime, we're not going to be able to do much living with all this risk covering.

Thank you.

And also one thing real quick. I just wanted to speak on this -- also in case -- going -- going further.

THE CHAIRMAN: Ms. Diane Downs.

MR. DOWNS: I don't think we should have bought it either.

- - -

DIANE DOWNS, upon being duly sworn, was examined and testified as follows:

- - -

MS. DOWNS: I have just one question about this.

THE CHAIRMAN: Please state your name and your address.

MS. DOWNS: Oh. I'm Diane Downs. I live at 5840 Muldoon Road, Pensacola.

THE CHAIRMAN: Yes, ma'am.

MS. DOWNS: And my question is: We're -- You're discussing rezoning this to what you want it to be now.

In the future, since the county is going to -- or if the county does own it, can it be rezoned again if they decide somebody else wanted to do something else with that property?

MR. JONES: Sure. The process we can go

through --

MS. DOWNS: So everything we're doing is just for now. It can all be changed.

THE CHAIRMAN: That could probably be said of most of the zoning, to some extent, anything we do.

UNIDENTIFIED VOICE: Hardly ever goes the way --

MS. DOWNS: Can you tell me when this property was purchased by the county?

THE CHAIRMAN: I cannot. Horace.

MR. JONES: Do you know that?

MR. OPALENIK: Purchased last April and May.

MS. DOWNS: Last April and May?

MR. OPALENIK: 2017.

THE CHAIRMAN: And to your point, my wife would say, "Why is that there"?

I said, "Well, that's a good question. I'm not sure why." A conservancy or what.

And I think to the point, I guess, of Mr. Sternaman, clean up areas that could and would or may be deemed like commercial -- Doesn't make any sense for the library to be that, in my opinion.

But these were commercial. I guess this is another one of the items he wanted to put in his conservancy, similar to -- You look directly south of that area, and Heron's Forest has a conservancy -- in a part of the neighborhood is conservancy.

MS. DOWNS: Yeah.

THE CHAIRMAN: Now, that's probably more for ecological reasons, this -- If you read or hear from the folks on the base, it more has to do with their mission, according to their -- Their support of it to us is that it has to do with their mission, and it -- it -- it falls in line with it being in their mission to keep that road open. I think it has to do with that entrance.

MS. DOWNS: Okay. All right. That's it. Thank you.

THE CHAIRMAN: Yes, ma'am.

And David Donnelly.

- - -

DAVID DONNELLY, having been previously sworn, was examined and testified further as follows:

- - -

MR. DONNELLY: Hello.
I spoke earlier. I don't really have much more to add to that, other than the fact that I have spoken to many of my neighbors, and -- and it was unanimous amongst all of those that -- that they were all in favor of making this conservation property because of the fact that our neighborhood is a sanctuary of -- a wildlife sanctuary, and this would further our agenda to keep it conservation land.
And thank you.
THE CHAIRMAN: Mr. Gray.
MR. GRAY: May I ask a question?
On this map that's shown on the screen here, which -- which neighborhood is yours? Is it the one to the north? East --
MR. DONNELLY: I'll show you where I live right here.
This is -- this is my parcel right here.
MR. GRAY: Is there -- Okay. Thanks.
MR. DONNELLY: These are the people I've spoken with along my street.
MR. GRAY: Okay. got it.
Thank you, sir.
THE CHAIRMAN: Ms. Carol Tebay.

CAROL TEBAY, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: If you'll correctly pronounce your name.
MS. TEBAY: Carol Tebay, 4060 Indigo Drive.
And I'm just in favor of it.
Thank you.
THE CHAIRMAN: Thank you, ma'am.
And Ms. Janine Avant.

JANINE AVANT, upon being duly sworn, was examined and testified as follows:

MS. AVANT: Good morning.
My name is Janine Avant. I'm the president of Heron's Forest Homeowners' Association.
I think, overwhelmingly, as my neighbor mentioned, we are definitely in favor of the rezoning to conservation, but there are questions that we have that I'm hoping that you can answer.

We have done our homework. We've looked on the -- on the internet and determined what -- what the definition of conservation entails.
And although it does say that you cannot build a permanent residence on there, it does talk about RVs and mobile homes being allowed.
So I would like to see the definition for conservation be discussed. And I'd like to have some type of guarantee that there would not be that type of dwelling in the future.
Also, you know, we're in a hurricane-prone zone, so you own this property. And if there needed to be FEMA trailers there to house displaced persons, the way I read the conservation zoning, that would be allowable.
You can understand my concern, although I don't want it commercial. So I'm in favor -- On the record, I'm in favor of conservation, but I would like to have some guarantees, if possible, that it would remain in the vacated state that it is.
My follow-up question is that there are some fences on that southwest corner that are in disarray. And I'm wondering what the -- if the county would take action to repair or replace

that fence so that it is in line with the nice neighborhood that we have next to it.
And that is all I have, pending any questions.
THE CHAIRMAN: John.
MR. FISHER: John Fisher, Senior Planner.
I'll address your comments about, you know, what -- Let me pull this mic a little closer.
There's two different parts of what conservation, you know, looks at and goes through.
Right now we're talking about the future land use. And what it says in our future land use is, no new residential uses, including accessory dwelling units, except caretaker residences for -- Whoops. I'm sorry. This is the rezoning part. I had the wrong one.
For the future land use, the proposed conservation future land use is intended for more important natural resources, such as wetlands, marshes, and significant wildlife habitats.
This may include passive recreation opportunities for citizens and visitors of -- to

the county, passive parks and trails, preservation lands, educational uses, that -- natural amenities for the public benefit.

No new residential development is allowed, nor is nonresidential, meaning no commercial aspects of anything. That's what we're looking at today from the future land use.

We're going to the quasi-judicial hearing in a little bit, and that will be talking about the rezoning, where we're taking it from commercial rezoning also to conservation.

Under the rezoning part, just to go ahead and get this out here, permitted uses for residential, no new residential uses, including accessory dwelling units, except caretaker residences for permanent nonresidential uses.

Caretaker and vested single-family dwellings include manufactured mobile homes, if allowed by adjoining zoning.

MS. AVANT: That's my point.

MR. JONES: Let me explain that.

The Comprehensive Plan will -- will prevail. What that caretaker means: Let's say -- let's say there's something where someone has a conservation project going on. That is

the only reason why that would be allowed.

If that is necessary for someone to publicly live on the property to make sure everything is preserved and in a natural state, that's the only reason why that could possibly happen, if it's part of a conservation project. If. But -- but a ranger station or --

MR. FISHER: Security.

MR. JONES: Yeah.

MS. AVANT: What about FEMA trailers, in the event of a hurricane or a displaced person?

MR. JONES: Well, now, that would -- If there is a declaration from the State of Florida from federal, then the BCC would come in and they'll make a declaration as well.

So in the case of emergency or disaster -- In the case of emergency, if there is -- for any property that needs a mobile home, like we did in Ivan, and all of the places that was a declaration, the BCC and the state, they will make that declaration. We do have ordinances that said that can happen.

That is an emergency situation only, so -- And it's not too much we can do about the need for that type of housing, if that is declared.

That's going anywhere -- anywhere, now. Not just on this place. Anywhere.

If the BCC said, "We're going to waive zoning, we need emergency housing, we got to have them," that -- Ivan. That's beyond our control.

MR. FISHER: By moving to conservation, that would make it more or less impact-possible for that to happen.

But keeping it commercial, that allows that use to happen, then.

MS. AVANT: All right.

Well, for the record, I am in favor of rezoning.

I would like some answers on the fencing and maintenance, though, and I don't know if this is the forum for that.

Thank you.

MR. JONES: Just for the record, we will -- we will get you to the right person to discuss that. Yes, ma'am.

THE CHAIRMAN: I believe that is all of the public, unless there's somebody else who wishes to speak.

If not, I'll go ahead and entertain a

motion.

MR. GRAY: If no one else has any objection --

THE CHAIRMAN: Discussion?

(No response.)

THE CHAIRMAN: Is there any discussion from the Board?

(No response.)

MR. GRAY: Okay. Then I'd like to make a motion that we switch the future land use to this conservation for these parcels -- these split parcels.

THE CHAIRMAN: Do we have a second?

MR. INGWELL: Second.

THE CHAIRMAN: I have a motion and a second.

All in favor indicate by saying aye.

(Chorus of "ayes.")

THE CHAIRMAN: Any opposed?

(No response.)

THE CHAIRMAN: And now going on, I think you want to go into.

MR. LEMOS: We still have one more. I'm sorry.

(Hearing concluded.)

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CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board public hearing proceedings; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Comprehensive Plan Small Scale Map Amendment
Staff Analysis

General Data

Project Name:	SSA-2018-02
Location:	4100 Block South Blue Angel Pkwy
Parcel #:	18-3S-31-1101-000-000
Acreage:	8.955 (+/-) acres
Request:	From Commercial (C) to Conservation (Con)
Agent:	Escambia County BCC, Owner
Meeting Dates:	Planning Board: March 6, 2018
	BCC: April 5, 2018

Summary of proposed amendment

The small-scale amendment to the future land use (FLU) map of the county proposes to change the FLU category of a parcel on a 8.955± acres from Commercial (C) to Conservation (Con). The current property is undeveloped and is located on the Northwest corner, Southwest corner, and Southeast corner of Blue Angel Parkway and Gulf Beach Highway intersection. Single family homes adjoin the Northwest and Southwest corner properties with a FLU of Mixed-Use Suburban (MU-S). On the Southeast corner property, Naval Air Station Pensacola (NAS) adjoins it to the east and south with a FLU of Conservation (Con). A proposed rezoning Z-2018-02 is proposed from Commercial (Com) to Conservation (Con) and is contingent of the adoption of this amendment.

The existing and proposed future land use categories are described in Comprehensive Plan policy FLU 1.3.1 and summarized as follows:

Commercial. The current Commercial FLU is intended for professional office, retail, wholesale, service, and general business trade, with residential development permitted only if secondary to a primary commercial development. The listed range of allowable uses is residential, retail and services, professional office, light industrial, recreational facilities, public and civic. Commercial FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 1.0.

Conservation The proposed Conservation FLU is intended for the important natural resources, such as wetlands, marshes and significant wildlife habitats. This may include passive recreational opportunities for citizens of and visitors to the County. Passive parks and trails, preservation lands, educational uses that use natural amenities for public benefit. No new residential development is allowed nor is Non-residential.

Land Development Code (LDC) FLU map amendment requirements

Sec. 2-7.3 (e) Comprehensive Plan map amendments

(3) Compliance review.

a. General amendment conditions. All amendments to the Comprehensive Plan shall demonstrate the following general conditions, allowing that where an amendment is imposed by a state or federal requirement it need only demonstrate the conditions to the greatest extent practicable under that requirement:

1. Need and benefit. There is an identified land use need particular to the scope and function of the Comprehensive Plan for which an amendment is clearly warranted.

Analysis: Escambia County BCC currently owns the vacant property and would like to protect the property as a more restricted use and a more conforming use as well, by amending the FLU category from Commercial (C) to Conservation (Con). The FLU Con supports government properties and uses as well not allowing any residential development and non-residential development.

The "Data and Analysis Response" in the application there is one subject parcel with one owner for the FLUM small scale amendment application. The application regards protecting government property that is undeveloped and in turn making it a more conforming use per the FLU with an amendment to a FLU of Con. Keeping this parcel of land undeveloped would support the NAS efforts for protection and casualties as these properties lie in the path of NAS runways.

Community Planning & Liaison Officer, NAVFAC SE - NAS Pensacola: Located in AIPD 1 and Noise Level 3 (more than 75 db). For this property, NAS Pensacola finds limited compatible uses per the 2010 Air Installation Compatible Use Zone (AICUZ) guidance. Current zoning of "Commercial" is not only incompatible with AICUZ, but also poses concerns for Anti-Terrorism/Force Protection due to its proximity to the NAS Pensacola perimeter boundary and West Gate access area. Rezoning to "Conservation" will further restrict incompatible land use, density and security. NAS Pensacola fully supports the rezoning and small scale FLU amendment.

2. **Professional practices.** The proposed amendment applies contemporary planning principles, engineering standards, and other professional practices to provide an effective and efficient remedy for the identified land use problem or need.

Analysis: Accepting an undeveloped parcel of land identifies the need, the proposed amendment applies appropriate planning principles by suggesting a replacement FLU that is both consistent with the vacant property and to protect most adjoining and surrounding property. The application of other appropriate professional practices in potential pubic development is addressed in the remaining sections of this analysis.

b. FLUM amendment conditions. In addition to the general amendment conditions, a future land use map amendment shall be based upon analyses [required] by Florida Statute.

Analysis: The proposed amendment complies with all four conditions established by Florida Statutes, §163.3187(1), for the adoption of any small scale comprehensive plan amendment:

(a) The subject 8.955± acre parcel is a use of 10 acres or fewer.

(b) The amendment is the second proposed small-scale amendment for calendar year 2018 and will not exceed the cumulative maximum of 120 acres in a calendar year.

(c) The proposed amendment does not involve a text change to the Comprehensive Plan, but only proposes a land use change to the Future Land Use Map for a site-specific small scale development activity.

(d) The property that is the subject of the proposed amendment is not within a designated area of critical state concern.

Other applicable Comprehensive Plan objectives and policies

1. Housing

Policy HOU 1.1.1 **Residential Areas**. The Escambia County FLUM and zoning maps will identify areas suitable for residential development and/or redevelopment.

Analysis: The proposed Conservation FLU is a suitable replacement of the existing Commercial FLU to accommodate the local government owned property of a vacant parcel, and is consistent with the FLU of the largely residential surrounding development.

2. Future Land Use

OBJ FLU 1.3 Future Land Use Map Designations

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

Analysis: Con, Pub, MU-S and Rec, the applicable FLU for much of the land surrounding the subject parcel, would promote more mixed-use and compact development for the subject parcel and be more likely to discourage urban sprawl than the current Commercial FLU.

3. Infrastructure

Policy HOU 1.1.4 **Adequate infrastructure**. To assure the sustainability of residential communities, Escambia County will require new residential development to locate where adequate infrastructure is available.

Analysis: The application includes documentation of the general adequacy of potable water, wastewater, and solid waste services. The site is located along a collector road Gulf Beach Hwy and principal arterial road Blue Angel Parkway.

GOAL CMS 1 Concurrency Management System

Escambia County will adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. The Concurrency Management System will be determined by the provisions of the LDC.

Potable Water.

Policy INF 4.1.6 **Developer Responsibility**. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.

Policy INF 4.1.7 **Level of Service (LOS) Standards**. The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based

upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Sanitary Sewer.

Policy INF 1.1.7 **Level of Service (LOS) Standards**. Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Policy INF 1.1.11 **Required New Service Connection**. All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUC has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.

Solid Waste Disposal.

Policy INF 2.1.2 **Perdido Landfill Operation**. Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.

Policy INF 2.1.4 **Level of Service (LOS) Standards**. The LOS standard for solid waste disposal will be 6 pounds per capita per day.

Analysis: The Emerald Coast Utilities Authority (ECUA) provides potable water distribution and sanitary sewer collection and treatment, and solid waste collection and disposal for the subject parcel if this parcel would ever be developed.

Stormwater Management.

Policy INF 3.1.5 Concurrency Management. Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.

Policy INF 3.1.6 **Developer Responsibilities**. Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.

Transportation and Mobility.

Policy *MOB 1.1.2* **On-site Facilities**. All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.

Policy MOB 1.1.7 **Access Management**. Escambia County will promote access management by limiting the number of conflict points that a motorist experiences during travel, separating conflict points as much as possible when they cannot be eliminated, and controlling the turning movements to facilitate traffic flow on affected roadways.

Analysis: No development of any kind would be allowed on this subject parcel if the Conservation FLU amendment is approved. Conservation FLU would protect the land from any development.

Transportation & Traffic Operations (TTO) Comments – SSA-2018-02

TTO Staff has reviewed the Rezoning Case SSA-2018-02 (4100 Block of South Blue Angel Parkway near the Gulf Beach Highway intersection) agenda item for the Planning Board meeting scheduled for March 6, 2018. Please see the below comments.

There is an ongoing FDOT 4-lane widening design project on Blue Angel Parkway (SR 173) between Sorrento Road and US 98. There is also an ongoing intersection improvement project on Gulf Beach Highway with signalization Sunset Avenue and Patton Drive. The design on the intersection project is complete however, the construction is on hold until the FDOT CR292A Bridge Replacement project is complete. The Blue Angel Highway project is funded by FDOT. The Gulf Beach Highway project is funded through a cost sharing program between the County and FDOT. There is also a Roadway ROW project on Blue Angel Parkway programmed in the County's FY 2018 Capital Improvement Program.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Blue Angel Parkway is classified as a Minor Arterial with a Maximum LOS of D and a corresponding daily volume of 17,700 near Gulf Beach Highway. Gulf Beach Highway is classified as an Urban Collector with a Maximum LOS of D with a corresponding maximum daily

volume of 17,700 vehicles. Daily traffic Counts for 2016 show a daily volume on Blue Angel Parkway of 10,600 vehicles and on Gulf Beach Highway of 5,900 vehicles.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

4. Protected Resources

Wellheads.

Policy CON 1.4.1 **Wellhead Protection**. Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

Analysis: The subject parcel is outside of any wellhead protection area based upon Escambia County GIS.

Historically Significant Sites.

Policy FLU 1.2.1 **State Assistance**. Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archaeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.

Analysis: The applicant provided no confirmation of the presence or absence of historically significant sites as the proposed amendment would protect the site from ever being developed.

Wetlands and Habitat.

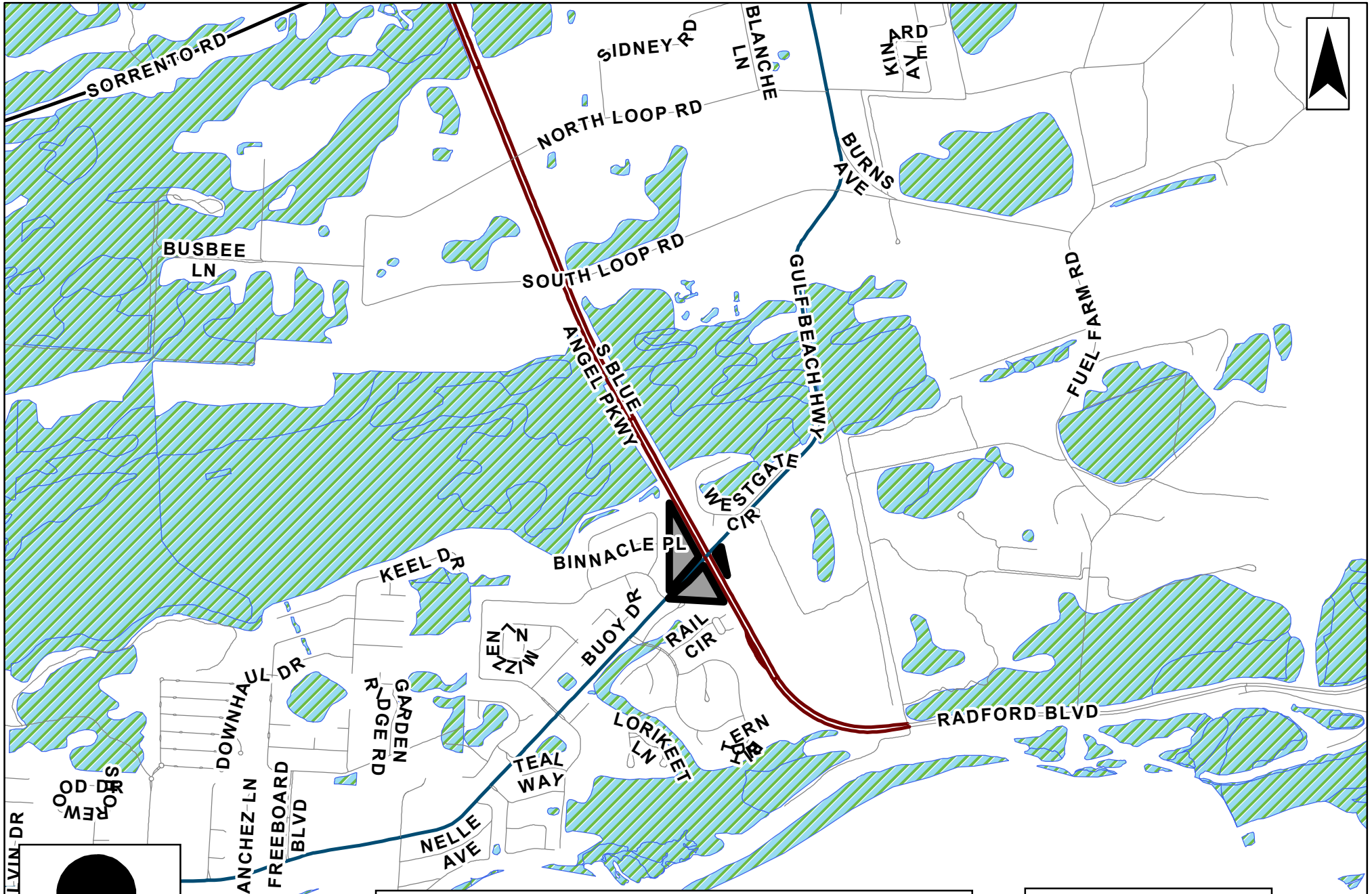
Policy CON 1.1.2 **Wetland and Habitat Indicators**. Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's

(FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.

Urban Forest.

Policy CON 1.6.4 **Urban Forest Management**. Escambia County will, through LDC provisions and other measures, sustain and promote the urban forest.

Analysis: There are no indications from the available National Wetland Inventory map that wetlands are on the subject parcel. The site is vacant with a proposed FLU of Conservation to help protect any such tress on the property.



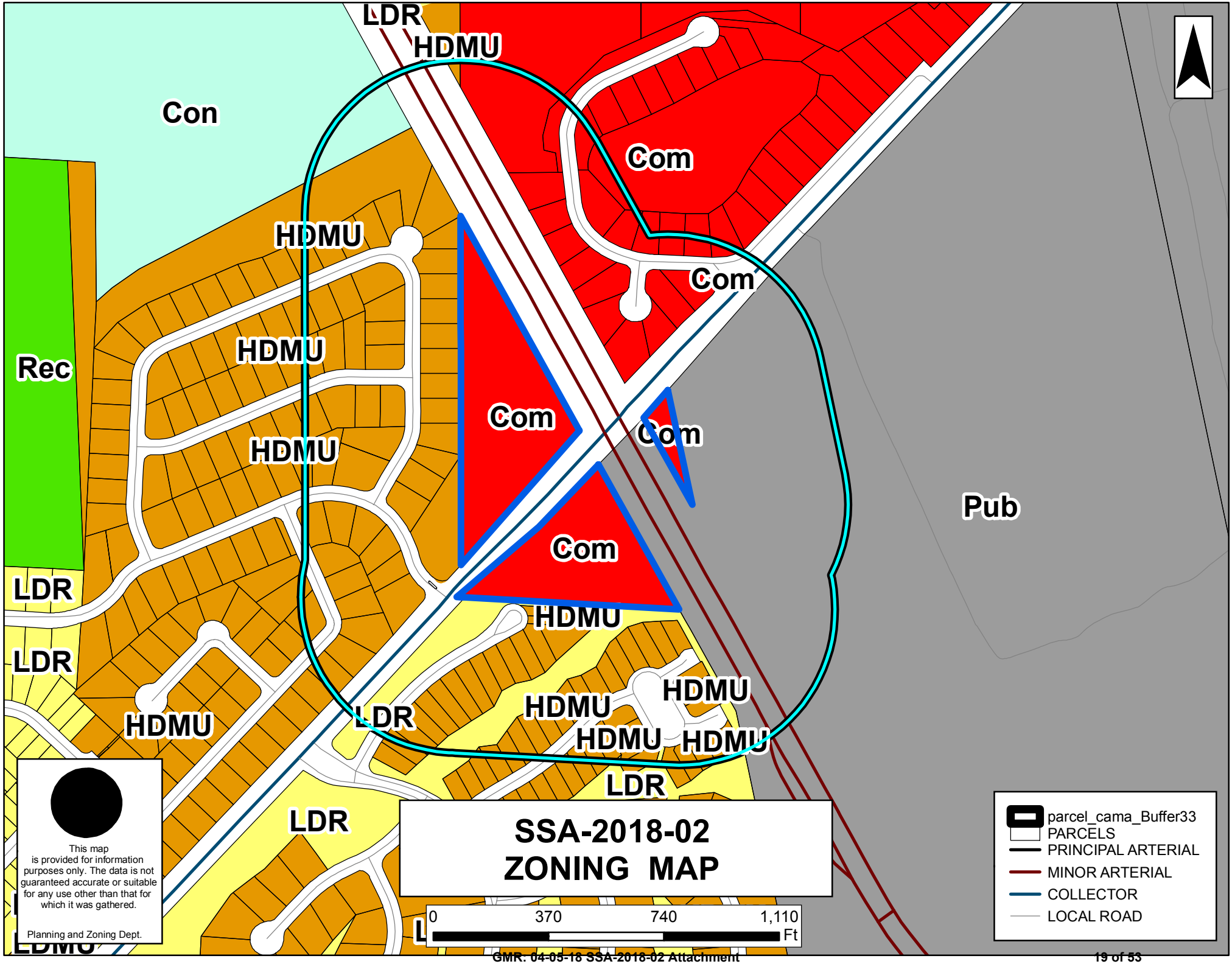
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Planning and Zoning Dept.

SSA-2018-02
LOCATIONAL & WETLANDS MAP

0 1,600 3,200 4,800 Ft

PARCELS selection
WETLANDS_2006
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD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SSA-2018-02
ZONING MAP
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.
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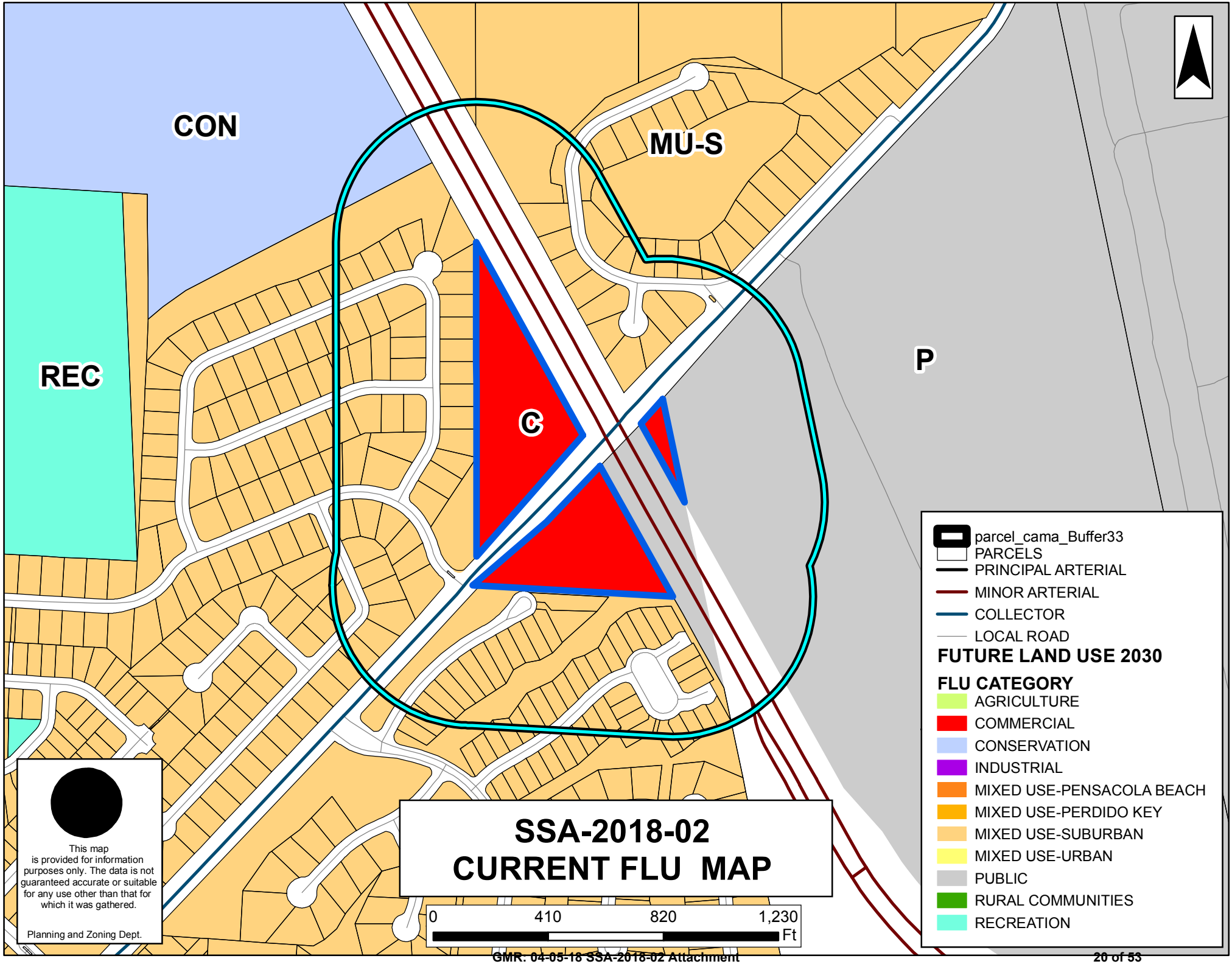
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD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PARCELS
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FUTURE LAND USE 2030
FLU CATEGORY
AGRICULTURE
COMMERCIAL
CONSERVATION
INDUSTRIAL
MIXED USE-PENSACOLA BEACH
MIXED USE-PERDIDO KEY
MIXED USE-SUBURBAN
MIXED USE-URBAN
PUBLIC
RURAL COMMUNITIES
RECREATION
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.
SSA-2018-02
CURRENT FLU MAP
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410
820
1,230
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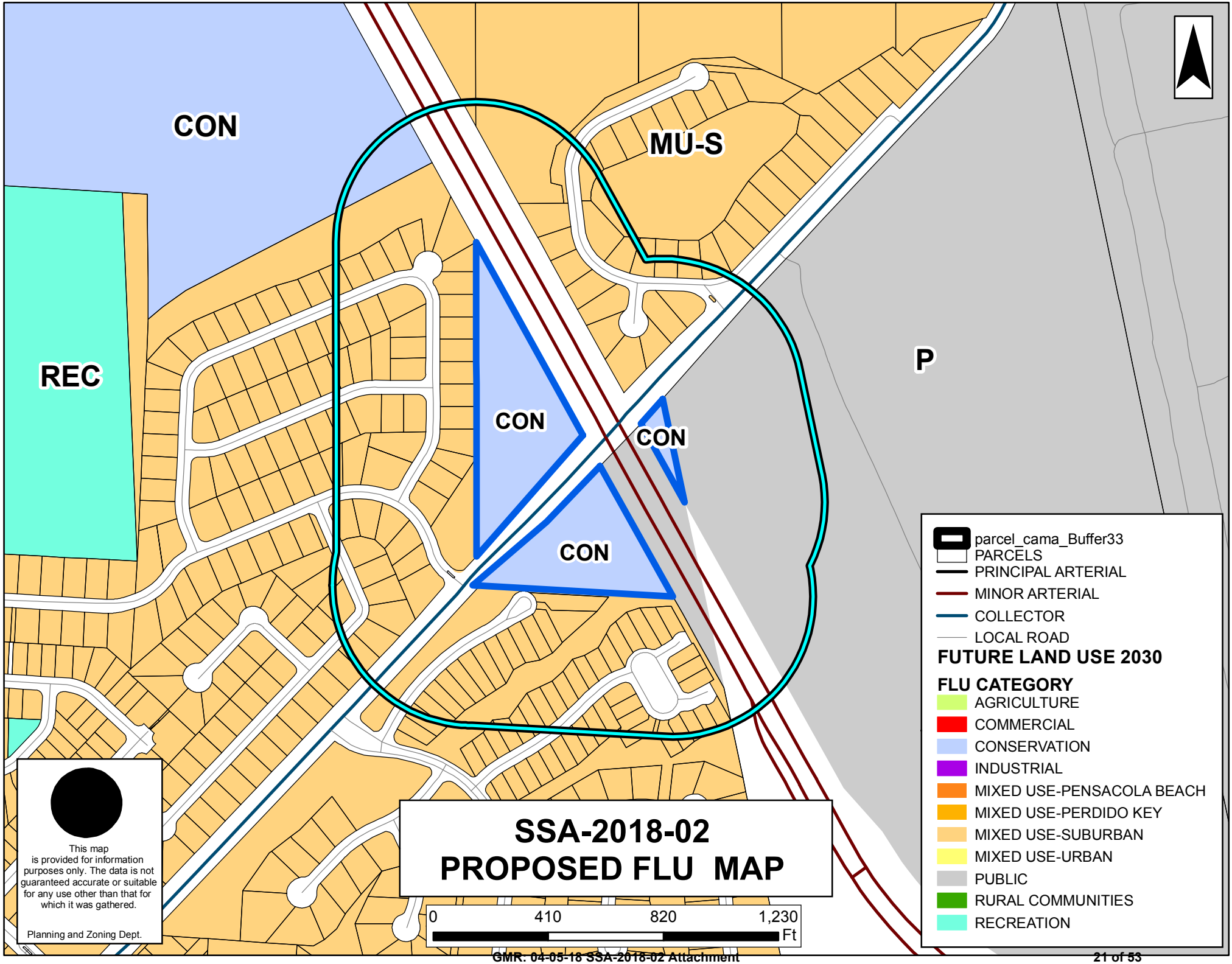
CON
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
FUTURE LAND USE 2030
FLU CATEGORY
AGRICULTURE
COMMERCIAL
CONSERVATION
INDUSTRIAL
MIXED USE-PENSACOLA BEACH
MIXED USE-PERDIDO KEY
MIXED USE-SUBURBAN
MIXED USE-URBAN
PUBLIC
RURAL COMMUNITIES
RECREATION
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.
SSA-2018-02
PROPOSED FLU MAP
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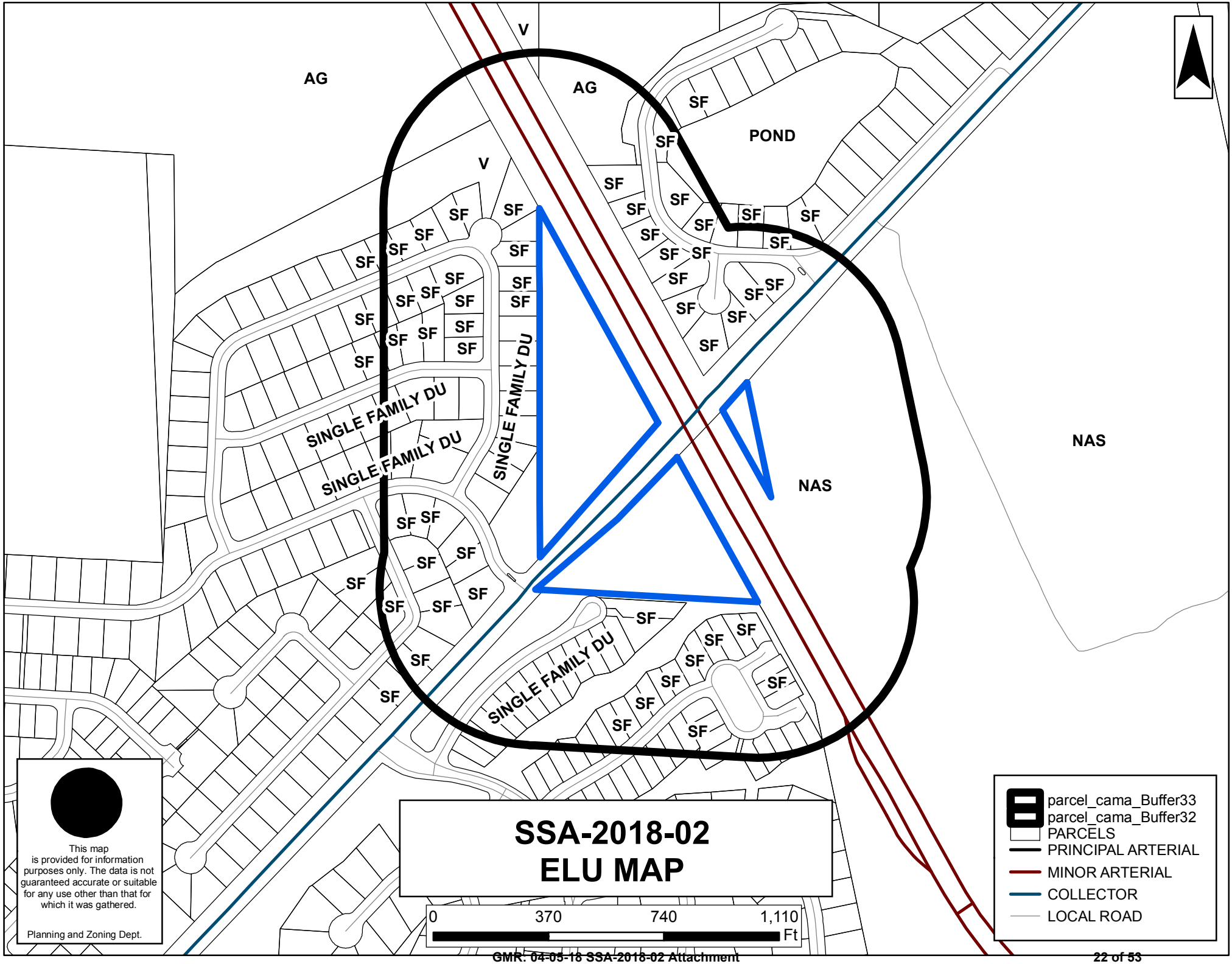
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SINGLE FAMILY DU
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SINGLE FAMILY DU
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SSA-2018-02
ELU MAP
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.
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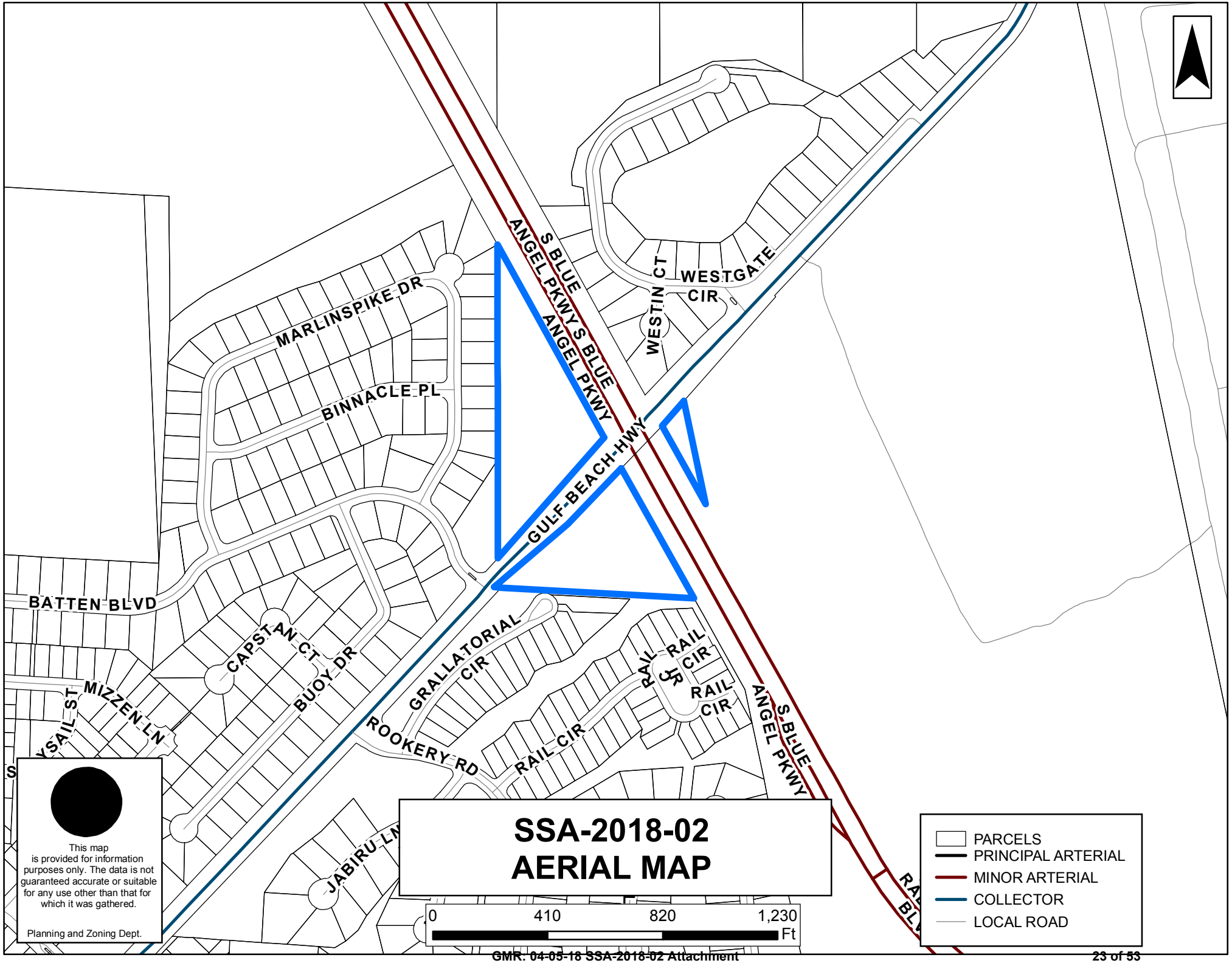
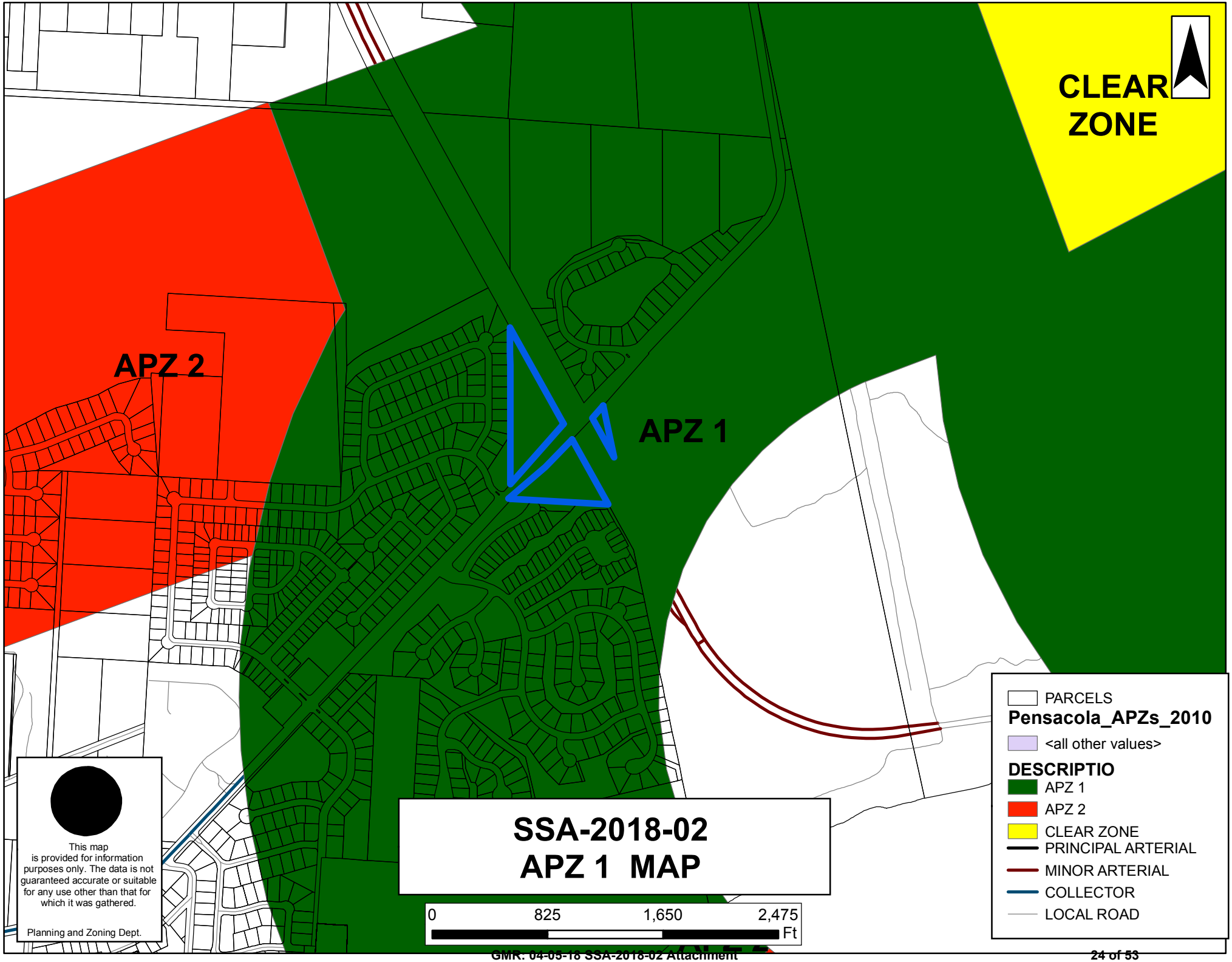
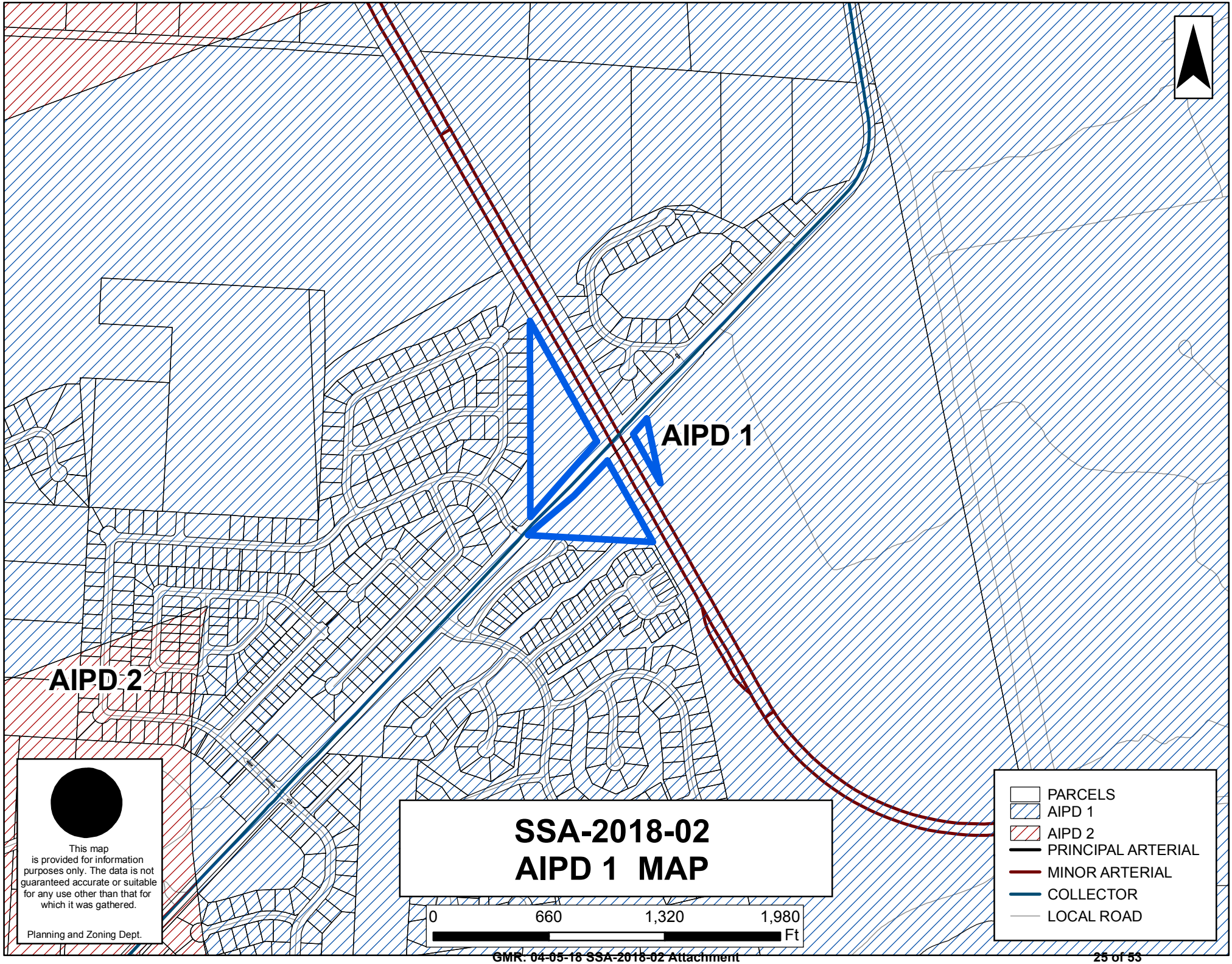
Ft
parcel_cama_Buffer33
parcel_cama_Buffer32
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


MARLINSPIKE DR
BINNACLE PL
S BLUE ANGEL PKWY
ANGEL PKWY S BLUE
WESTIN CT
WESTGATE CIR
GULF-BEACH-HWY
BATTEN BLVD
CAPSTAN CT
BUOY DR
MIZZEN LN
GRALLATORIAL CIR
ROOKERY RD
RAIL CIR
RAIL JR CIR
RAIL CIR
S BLUE ANGEL PKWY
JABIRU LN
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.
SSA-2018-02
AERIAL MAP
0 410 820 1,230 Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


CLEAR ZONE
APZ 2
APZ 1
SSA-2018-02
APZ 1 MAP
0
825
1,650
2,475
Ft
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.
PARCELS
Pensacola_APZs_2010
<all other values>
DESCRIPTIO
APZ 1
APZ 2
CLEAR ZONE
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


AIPD 1
AIPD 2
SSA-2018-02
AIPD 1 MAP
0
660
1,320
1,980
Ft
PARCELS
AIPD 1
AIPD 2
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.

Public Hearing Signs

Looking West Along Gulf Beach Hwy

Looking North Along Blue Angel Pkwy

Looking East Along Gulf Beach Hwy

Looking South Along Blue Angel Pkwy

Looking East Along Gulf Beach Hwy

Looking South Along Blue Angel Pkwy

Looking West Along Gulf Beach Hwy

Looking North Along Blue Angel Pkwy

Looking East Along Gulf Beach Hwy

Looking South Along Blue Angel Pkwy

Looking West Along Gulf Beach Hwy

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT SSA-2018-02
LARGE SCALE FLU AMENDMENT _____
Current FLU: "C" **Desired FLU:** CON **Zoning:** Com **Taken by:** JCF
Planning Board Public Hearing, date(s): 3/6/18

BCC Public Hearing, proposed date(s): 4/5/18

Fees Paid _____ **Receipt #** _____ **Date:** 2/13/18

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Escambia County Board of County Commissioners

Address: 221 Palafox PL STE 420

City: : Pensacola State: Florida Zip Code: 32502

Telephone: (850) 595-3475

Email: _____

DESCRIPTION OF PROPERTY:

Street address: 4100 BLOCK SOUTH BLUE ANGEL PKWY

Subdivision:

Property reference number: Section 18 Township 3S Range 31

Parcel 1101 Lot 000 Block 000

Size of Property (acres) 8.955±

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

_____

Signature (Property Owner) Printed Name Date

_____

Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: _____

City: _____ State: _____ Zip: _____

Telephone ( ) _____ - _____ Fax # ( ) _____ - _____

Email: _____

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me this _____ day of _____, year of _____ by , _____ who ( ) did ( ) did not take an oath. He/she is ( ) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

_____

Signature of Notary Public Date Printed Name of Notary
My Commission Expires _____ Commission No. _____
(Notary seal must be affixed)

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at _____, Pensacola, Florida, Property Reference Number(s) _____ , I hereby designate_____, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this_____day of_____, the year of _____, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Zoning Department.

_____

Signature of Property Owner Date Printed Name of Property Owner

_____

Signature of Agent Date Printed Name of Agent

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this_____ day of_____, year of _____, by _____ who ( ) did ( ) did not take an oath.

He/she is ( ) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____as identification.

_____

Signature of Notary Public Date Printed Name of Notary Public

Commission Number _____ My Commission Expires _____

(Notary seal must be affixed)

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name:_____

Property reference #: Section 18 Township 3S Range 31

Parcel # 18-3S-31-1101-000-000

Project Address: 4100 BLOCK SOUTH BLUE ANGEL PKWY

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS _____DAY OF _____ , 20_____

ESCAMBIA COUNTY BCC

_____

Owner's signature **Owner's name (print)**

_____

Agent's signature **Agent's name (print)**

DATA AND ANALYSIS REQUIREMENTS

1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.

    A. Sanitary Sewer

    B. Solid Waste Disposal

    C. Potable Water

    D. Stormwater Management

    E. Traffic

    F. Recreation and Open Space

    G. Schools

    The data and analysis should also support the requested future land use category by reflecting a need for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

2. Proximity to and impact on the following:

    A. Wellheads (indicate distance and location to nearest wellhead)

    B. Historically significant sites (available from Florida Master Site File, Division of Historical Resources; email *sitefile@dos.state.fl.us*) Request form attached.

    C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property)

3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein

Florida Master Site File TRS Search

Preliminary Investigation of Previously Recorded Cultural Resources

To request a search for previously recorded cultural resources, fill in the **Township** (circle North or South), **Range** (circle East or West), & **Section** number(s) of your project area.

Please include a photocopy of the appropriate USGS quad map with your project area clearly marked.

Township: _____ (North **or** South) ***Range***: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known):_____

Township: _____ (North **or** South) ***Range***: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known):_____

Township: _____ (North **or** South) ***Range***: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known):_____

Township: _____ (North **or** South) ***Range***: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known):_____

Return To: Name: _____
Organization: _____
Phone: _____ Fax: _____
Address: _____
_____
Email: _____

Agency/Permit/Project requiring search: _____

Florida Master Site File

Division of Historical Resources / R.A. Gray Building
500 South Bronough St., Tallahassee, Florida 32399-0250
Phone 850.245.6440 / Fax 850.245.6439 / Email sitefile@dos.state.fl.us

Office Use Only --H:\DEV SRVCS\FOR-000 Forms\Application Packet Forms-2016\Large & Small Scale Admendment\FLU Application New Fees 6_05_17.docx
(Note: print from Adobe (.pdf) version)

Recorded in Public Records 4/21/2017 3:00 PM OR Book 7699 Page 1261, Instrument #2017029344, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $2,618.00

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

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 21st day of April, 2017, by and between Charles S. Liberis, individually and as Trustee for the Charles S. Liberis Land Trust II under a Trust Agreement dated December 21, 1977, whose address is 212 West Intendencia Street, Pensacola, FL 32502 (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 Three Hundred, Seventy-Four Thousand Dollars ($374,000.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida (Property):

A part of Lot 1, Section 18, Township 3 South, Range 31 West, Escambia County, Florida, more particularly described as:

That part of said Lot 1 lying South of State Road 292 and West of Section 17 and an extension of the West boundary of said Section 17 to its intersection with the Southerly boundary of said State Road No. 292. Containing 5 acres, more or less.

Also: Commence at the Northwest corner of said Lot 1 and run in a Southerly direction along the West line of said Lot 1 a distance of 1,490.23 feet to a point which is the point of beginning. From said point of beginning continue in a Southerly direction along the West line of said Lot 1 a distance of 1,150.0 feet to a point on the Northerly boundary of State Road No. 292; thence run in a Northeasterly direction along the Northerly boundary of said State Road No. 292, a distance of 1,550.0 feet; thence run in a Westerly direction 1,059.65 feet to the Point of Beginning. Containing 14 acres, more or less.

Less and except property conveyed by Warranty Deed recorded in Official Records Book 3313, Page 70 of the public records of Escambia County, Florida.

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2017 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

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

Witness _____
Print Name Kaylan Walden

Witness _____
Print Name Sarah R. Villaverde

Charles S. Liberis, individually and as trustee for the Charles S. Liberis Land Trust II under a Trust Agreement dated December 21, 1977

STATE OF FLORIDA
COUNTY OF ESCAMBIA

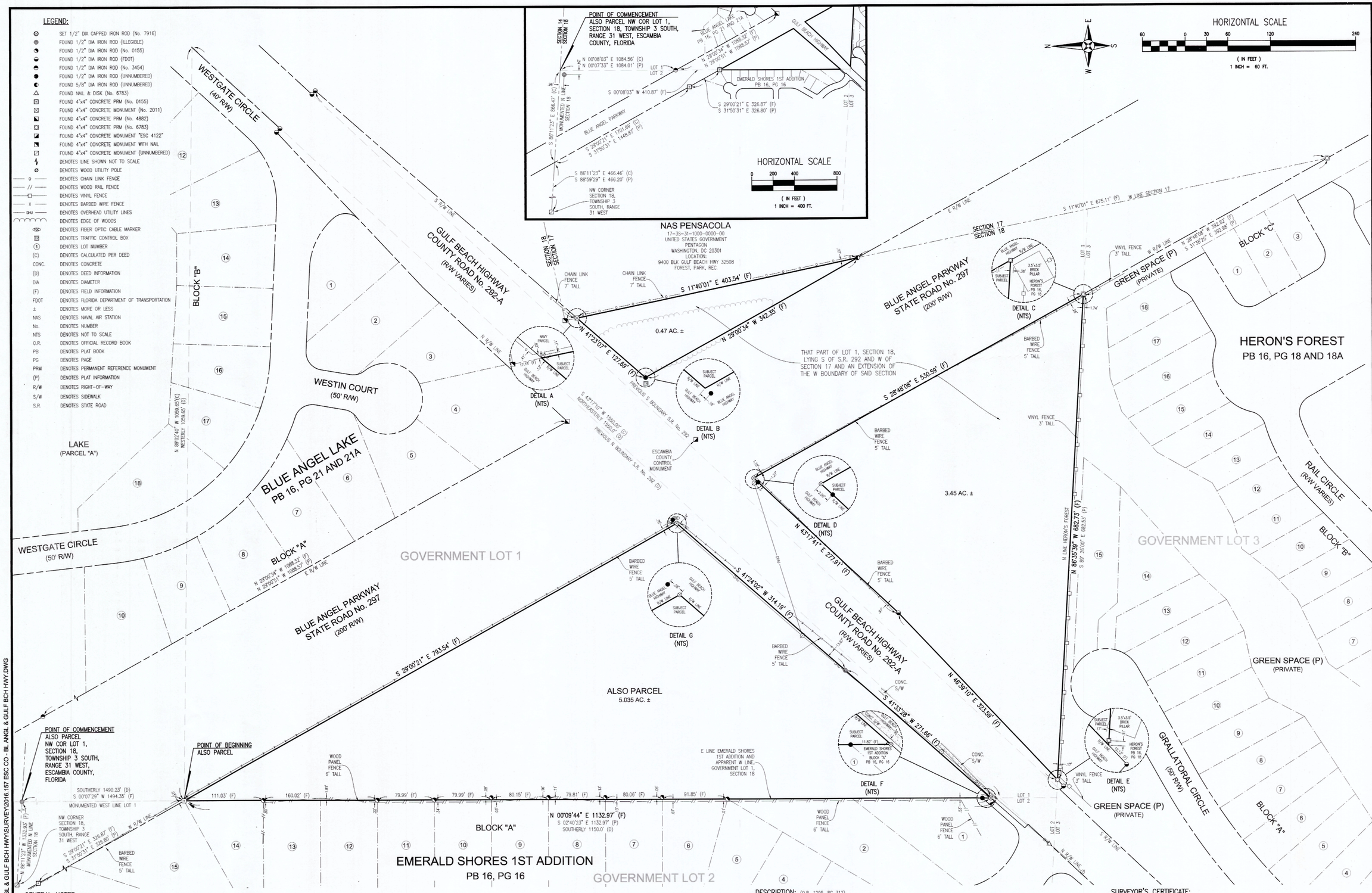
The foregoing instrument was sworn to, subscribed and acknowledged before me this 21st day of April, 2017, by Charles S. Liberis. He (✓) is personally known to me, or (_) produced current _____ as identification.

_____
Signature of Notary Public

Kaylan Walden
Printed Name of Notary Public

(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA
KAYLAN WALDEN
MY COMMISSION # FF 076542
EXPIRES: December 30, 2017
Bonded Thru Budget Notary Services



GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)–(2011)–(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL–TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK;COPY OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT OF WAY (R/W) MAP OF STATE ROAD 297 (BLUE ANGEL PARKWAY) SECTION NUMBER 48190–2502, SHEET 3 OF 6, DATED 5/23/77 WITH A REVISION DATE OF 5/28/92), COPY OF EMERALD SHORES 1ST ADDITION (PLAT BOOK 16, PAGE 16), COPY OF HERON'S FOREST (PLAT BOOK 16, PAGE 18), COPY OF BLUE ANGEL LAKE (PLAT BOOK 16, PAGE 21), COPY OF A BOUNDARY SURVEY OF N.A.S. PENSACOLA BY FRAZIER ENGINEERING (DATED 12/09/2011) DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
4. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0528G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
5. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
6. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS–OF–WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
7. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

DESCRIPTION: (O.R. 1295, PG 312)

A PART OF LOT 1, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS:

THAT PART OF SAID LOT 1 LYING SOUTH OF STATE ROAD 292 AND WEST OF SECTION 17 AND AN EXTENSION OF THE WEST BOUNDARY OF SAID SECTION 17 TO ITS INTERSECTION WITH THE SOUTHERLY BOUNDARY OF SAID STATE ROAD No. 292. CONTAINING 5 ACRES, MORE OR LESS.

ALSO; COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1 AND RUN IN A SOUTHERLY DIRECTION ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 1,490.23 FEET TO APOINT WHICH IS THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE IN A SOUTHERLY DIRECTION ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 1,150.0 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SATE ROAD No. 292; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHERLY BOUNDARY OF SAID STATE ROAD No. 292, A DISTANCE OF 1,550.0 FEET; THENCE RUN IN A WESTERLY DIRECTION 1,059.65 FEET TO THE POINT OF BEGINNING. CONTAINING 14 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HERON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17.050, 5J–17.051 AND 5J–17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Mark A. Norris — Nov. 21, 2016

BY: MARK A. NORRIS
FLORIDA REGISTRATION No. 6211

DATE

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400 Fax 850.438.0448
EB 0000695 LB 7916

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

840 BLUE ANGEL PARKWAY

A PORTION OF
SECTION: 18 TOWNSHIP: 3 SOUTH RANGE: 31 SOUTH
COUNTY: ESCAMBIA COUNTY STATE: FLORIDA

NO.	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT NO: 2016.157
DRAWN BY: DFS
CHK'D BY: MAN
SCALE: 1" = 60'
F.B.: 16-12; 16-15
PG.: 64-67, 71-73, 1
DATE: 10-19-2016

BOUNDARY SURVEY

PREPARED FOR: ESCAMBIA COUNTY PUBLIC WORKS
REQUESTED BY: MS. KARA JOHNSON

1 of 1

This drawing is the property of Rebol-Battle & Associates, and may not be reproduced without written permission.

P:\2016\2016.157 ESC CO - BL ANGL & GULF BCH HWY\SURVEY\2016.157 ESC CO - BL ANGL & GULF BCH HWY.DWG

From:	Shannon D Pugh
To:	whoynacki@escpa.org
Cc:	John C. Fisher
Subject:	Address Change Request
Date:	Tuesday, February 13, 2018 4:01:21 PM

Good Afternoon,

Please change the site address of the parcel with the reference number 18-3S-31-1101-000-000 to **4100 BLK S BLUE ANGEL PKWY**.

Thanks Bill!

Shannon Pugh
GIS Analyst
GIS Division, Escambia County Florida
(850) 595-3034

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **John C. Fisher, Senior Planner**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

THRU: **David Forte, Manager**
Transportation & Traffic Operations Division

DATE: **February 20, 2018**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2018-02 & SSA-2018-02**

TTO Staff has reviewed the Rezoning Case (Z)-2018-02 and SSA-2018-02 (4100 Block of South Blue Angel Parkway near the Gulf Beach Highway intersection) agenda item for the Planning Board meeting scheduled for March 6, 2018. Please see the below comments.

There is an ongoing FDOT 4-lane widening design project on Blue Angel Parkway (SR 173) between Sorrento Road and US 98. There is also an ongoing intersection improvement project on Gulf Beach Highway with signalization Sunset Avenue and Patton Drive. The design on the intersection project is complete however, the construction is on hold until the FDOT CR292A Bridge Replacement project is complete. The Blue Angel Highway project is funded by FDOT. The Gulf Beach Highway project is funded through a cost sharing program between the County and FDOT. There is also a Roadway ROW project on Blue Angel Parkway programmed in the County's FY 2018 Capital Improvement Program.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Blue Angel Parkway is classified as a Minor Arterial with a Maximum LOS of D and a corresponding daily volume of 17,700 near Gulf Beach Highway. Gulf Beach Highway is classified as an Urban Collector with a Maximum LOS of D with a corresponding maximum daily volume of 17,700 vehicles. Daily traffic Counts for 2016 show a daily volume on Blue Angel Parkway of 10,600 vehicles and on Gulf Beach Highway of 5,900 vehicles.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

From: Opalenik, Stephen J CIV NAVFAC SE, PWD Pensacola
To: John C. Fisher
Cc: David V. Forte; Terri V. Malone
Subject: RE: rezoning case and Small Scale Map Amen
Date: Friday, February 16, 2018 5:06:52 PM

John,

NASP Pensacola response:

Z/SSA-2018-01: Located in AIPD 2 and Noise Zone 1 (less than 65 db). For AIPD 2, NAS Pensacola defers to existing densities and lot sizes per the Escambia County Land Development Code. NAS Pensacola has no issues with the rezoning and small scale FLU amendment.

Z/SSA-2018-02: Located in AIPD 1 and Noise Level 3 (more than 75 db). For this property, NAS Pensacola finds limited compatible uses per the 2010 Air Installation Compatible Use Zone (AICUZ) guidance. Current zoning of "Commercial" is not only incompatible with AICUZ, but also poses concerns for Anti-Terrorism/Force Protection due to its proximity to the NAS Pensacola perimeter boundary and West Gate access area. Rezoning to "Conservation" will further restrict incompatible land use, density and security. NAS Pensacola fully supports the rezoning and small scale FLU amendment.

Please let me know if you have further questions.

Thanks, Steve
Community Planning & Liaison Officer
NAVFAC SE - NAS Pensacola
Office: 850-452-8715
Cell: 850-619-5079
DSN: 459-8715

-----Original Message-----
From: John C. Fisher [mailto:JCFISHER@myescambia.com]
Sent: Wednesday, February 14, 2018 10:56 AM
To: Terri V. Malone; Opalenik, Stephen J CIV NAVFAC SE, PWD Pensacola
Cc: David V. Forte
Subject: [Non-DoD Source] rezoning case and Small Scale Map Amen

Please review and comment on

Rezoning Z-2018-01 and Z-2018-02

Small Scale FLU Change SSA-2018-01 and SSA-2018-02

The 2018-01 projects are the same location and the 2018-02 are the same project same location.

These are from D2 at last minute thing sorry for the rush.

John C Fisher

Senior Planner

Development Services Department

3363 West Park Place

Pensacola, FL 32505

850-595-4651

Florida has a very broad public records law. Under Florida's law, both the contents 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.

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3/6/18

Rezoning Quasi-judicial Hearing
Rezoning Case #: A-B-C-E

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Diane Downs

*Address: 5840 Muldoon Rd *City, State, Zip: Pensacola, FL 32526

Email Address: Tdowns1211@aol.com Phone: 850-455-4160

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:
☒ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3-6-18

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

_____ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: A. B. E H.

*Name: Larry Downs Jr.

*Address: 12156 Havsung *City, State, Zip: 32506

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

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4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3-6-18

Rezoning Quasi-judicial Hearing
Rezoning Case #: E+A+B+C

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Michael Bearden

*Address: 12156 *City, State, Zip: Pensacola

Email Address: Mpbear47@gmail.com Phone: 360-525-0086

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☐ Sign

Please indicate if you:
☒ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

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LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Small Scale Map amendment- SSA-2018-02 South Blue Angel PKWY

Date: 02-13-2018

Date requested back by: 11-16-2018 AM

Requested by: John C Fisher

Phone Number: 850-595-4651

(LEGAL USE ONLY)

Legal Review by M Crawford

Date Received: 2/15/18

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

- approved as to form
- corresponding rezoning

ORDINANCE NUMBER 2018-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 18, TOWNSHIP 3S, RANGE 31W, PARCEL NUMBERS 1101-000-000, TOTALING 8.955 (+/-) ACRES, LOCATED ON SOUTH BLUE ANGEL PARKWAY AND GULF BEACH HIGHWAY, FROM COMMERCIAL (C) TO CONSERVATION (CON) PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Navy Air Station (NAS) Pensacola is an active naval air base that provides flight training within the County such that Escambia County Airfield Overlay density restrictions apply; and

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

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

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

Section 1. Purpose and Intent

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

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2018-02."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

> A parcel within Section 18, Township 3S, Range 31W, parcel number 1101-000-000, totaling 8.955 (+/-) acres, located on South Blue Angel Parkway, as more particularly described in the Boundary Survey description produced by Rebol-Battle & Associates, INC., registered land surveyor Mark A Norris dated 11/21/2016, attached as Exhibit A, from Commercial (C) to Conservation (Con).

Section 4. Severability

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

Section 5. Inclusion in the Code

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

INTENTIONALLY LEFT BLANK

Section 6. Effective Date

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

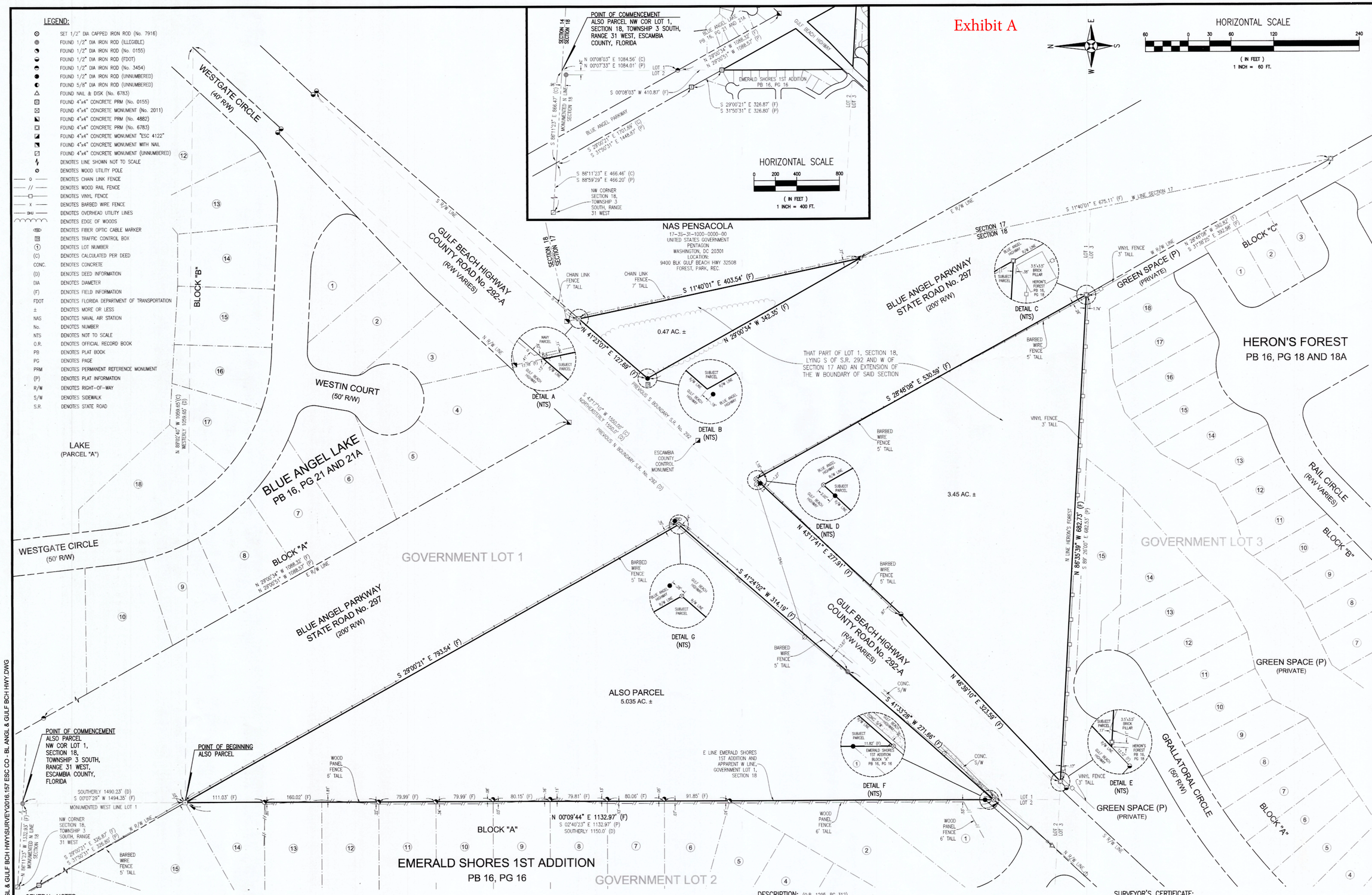
ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

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

Exhibit A


LEGEND:
SET 1/2" DIA CAPPED IRON ROD (No. 7916)
FOUND 1/2" DIA IRON ROD (ILLEGIBLE)
FOUND 1/2" DIA IRON ROD (No. 0155)
FOUND 1/2" DIA IRON ROD (FDOT)
FOUND 1/2" DIA IRON ROD (No. 3454)
FOUND 1/2" DIA IRON ROD (UNNUMBERED)
FOUND 5/8" DIA IRON ROD (UNNUMBERED)
FOUND NAIL & DISK (No. 6783)
FOUND 4"x4" CONCRETE PRM (No. 0155)
FOUND 4"x4" CONCRETE MONUMENT (No. 2011)
FOUND 4"x4" CONCRETE PRM (No. 4882)
FOUND 4"x4" CONCRETE PRM (No. 6783)
FOUND 4"x4" CONCRETE MONUMENT "ESC 4122"
FOUND 4"x4" CONCRETE MONUMENT WITH NAIL
FOUND 4"x4" CONCRETE MONUMENT (UNNUMBERED)
DENOTES LINE SHOWN NOT TO SCALE
DENOTES WOOD UTILITY POLE
DENOTES CHAIN LINK FENCE
DENOTES WOOD RAIL FENCE
DENOTES VINYL FENCE
DENOTES BARBED WIRE FENCE
DENOTES OVERHEAD UTILITY LINES
DENOTES EDGE OF WOODS
DENOTES FIBER OPTIC CABLE MARKER
DENOTES TRAFFIC CONTROL BOX
DENOTES LOT NUMBER
(C) DENOTES CALCULATED PER DEED
CONC. DENOTES CONCRETE
(D) DENOTES DEED INFORMATION
DIA DENOTES DIAMETER
(F) DENOTES FIELD INFORMATION
FDOT DENOTES FLORIDA DEPARTMENT OF TRANSPORTATION
± DENOTES MORE OR LESS
NAS DENOTES NAVAL AIR STATION
No. DENOTES NUMBER
NTS DENOTES NOT TO SCALE
O.R. DENOTES OFFICIAL RECORD BOOK
PB DENOTES PLAT BOOK
PG DENOTES PAGE
PRM DENOTES PERMANENT REFERENCE MONUMENT
(P) DENOTES PLAT INFORMATION
R/W DENOTES RIGHT-OF-WAY
S/W DENOTES SIDEWALK
S.R. DENOTES STATE ROAD
POINT OF COMMENCEMENT
ALSO PARCEL NW COR LOT 1, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
N 00°08'03" E 1084.56' (C)
N 00°07'33" E 1084.01' (P)
S 89°11'23" E 666.47' (C)
MONUMENTED N LINE SECTION 18
S 00°08'03" W 410.87' (F)
BLUE ANGEL LAKE PB 16, PG 21 AND 21A
N 29°00'34" W 1088.32' (F)
N 29°00'51" W 1088.57' (F)
GULF BEACH HIGHWAY
EMERALD SHORES 1ST ADDITION PB 16, PG 16
S 29°00'21" E 326.87' (F)
S 31°50'31" E 326.80' (P)
LOT 2 LOT 1
BLUE ANGEL PARKWAY
S 29°00'21" E 1791.89' (C)
S 31°50'31" E 1448.87' (P)
S 86°11'23" E 466.46' (C)
S 88°59'29" E 466.20' (P)
NW CORNER SECTION 18, TOWNSHIP 3 SOUTH, RANGE 31 WEST
HORIZONTAL SCALE
0 200 400 800
(IN FEET)
1 INCH = 400 FT.
SECTION 14
SECTION 18
NAS PENSACOLA
17-35-31-1000-0000-00
UNITED STATES GOVERNMENT
PENTAGON
WASHINGTON, DC 20301
LOCATION:
9400 BLK GULF BEACH HWY 32508
FOREST, PARK, REC.
WESTGATE CIRCLE
(40' R/W)
BLOCK "B"
LAKE
(PARCEL "A")
N 89°02'44" W 1059.65'(C)
WESTERLY 1059.65' (D)
BLUE ANGEL LAKE
PB 16, PG 21 AND 21A
WESTIN COURT
(50' R/W)
GULF BEACH HIGHWAY
COUNTY ROAD No. 292-A
(R/W VARIES)
S R/W LINE
N R/W LINE
CHAIN LINK FENCE 7' TALL
S 1°40'01" E 403.54' (F)
N 41°23'07" E 127.89' (F)
0.47 AC. ±
N 29°00'34" W 342.35' (F)
PREVIOUS S BOUNDARY S.R. No. 292
S 45°17'10" W 1560.00' (C)
NORTHEASTERLY 1560.0' (D)
PREVIOUS N BOUNDARY S.R. No. 292 (D)
ESCAMBIA COUNTY CONTROL MONUMENT
DETAIL A (NTS)
DETAIL B (NTS)
DETAIL C (NTS)
DETAIL D (NTS)
DETAIL E (NTS)
DETAIL F (NTS)
DETAIL G (NTS)
NAVY PARCEL
SUBJECT PARCEL
BLUE ANGEL HIGHWAY
GULF BEACH HIGHWAY
BLUE ANGEL PARKWAY
STATE ROAD No. 297
(200' R/W)
E R/W LINE
W LINE SECTION 17
S 1°40'01" E 675.11' (F)
SECTION 17
SECTION 18
THAT PART OF LOT 1, SECTION 18, LYING S OF S.R. 292 AND W OF SECTION 17 AND AN EXTENSION OF THE W BOUNDARY OF SAID SECTION
S 28°46'08" E 530.59' (F)
BARBED WIRE FENCE 5' TALL
VINYL FENCE 3' TALL
3.45 AC. ±
N 43°17'41" E 277.91' (F)
GULF BEACH HIGHWAY
COUNTY ROAD No. 292-A
(R/W VARIES)
N 46°39'10" E 323.59' (F)
S 41°33'28" W 271.66' (F)
CONC. S/W
LOT 1 LOT 3
VINYL FENCE 3' TALL
N 28°46'08" W 392.82' (F)
S 37°38'25" E 392.98' (P)
BLOCK "C"
GREEN SPACE (P)
(PRIVATE)
HERON'S FOREST
PB 16, PG 18 AND 18A
RAIL CIRCLE
(R/W VARIES)
BLOCK "B"
GOVERNMENT LOT 3
N LINE HERON'S FOREST
N 86°35'39" W 682.73' (F)
S 89° 26'00" E 682.53' (P)
GREEN SPACE (P)
(PRIVATE)
GRALLATORAL CIRCLE
(60' R/W)
BLOCK "A"
LOT 2 LOT 3
S R/W LINE
N S/W LINE
GOVERNMENT LOT 1
BLUE ANGEL PARKWAY
STATE ROAD No. 297
(200' R/W)
S 28°00'21" E 793.54' (F)
ALSO PARCEL
5.035 AC. ±
POINT OF COMMENCEMENT
ALSO PARCEL
NW COR LOT 1, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
POINT OF BEGINNING
ALSO PARCEL
SOUTHERLY 1490.23' (D)
S 00°07'29" W 1494.35' (F)
MONUMENTED W LINE LOT 1
NW CORNER SECTION 18, TOWNSHIP 3 SOUTH, RANGE 31 WEST
N 89°11'23" W 1332.93' (F)
MONUMENTED N LINE SECTION 18
S 29°00'21" E 326.87' (F)
S 31°50'31" E 326.80' (P)
BARBED WIRE FENCE 5' TALL
WOOD PANEL FENCE 6' TALL
111.03' (F)
160.02' (F)
79.99' (F)
79.99' (F)
80.15' (F)
79.81' (F)
80.06' (F)
91.85' (F)
N 00°09'44" E 1132.97" (F)
S 02°40'23" E 1132.97" (P)
SOUTHERLY 1150.0' (D)
BLOCK "A"
EMERALD SHORES 1ST ADDITION
PB 16, PG 16
GOVERNMENT LOT 2
E LINE EMERALD SHORES 1ST ADDITION AND APPARENT W LINE, GOVERNMENT LOT 1, SECTION 18
EMERALD SHORES 1ST ADDITION BLOCK "A" PB 16, PG 16
HERON'S FOREST PB 16, PG 18
3.5'x3.5' BRICK PILLAR
11.82' (F)
11.80' (P)
1.74'
.35'
.37'
.13'
.17'
.38'
.33'
.39'
.40'
.45'
.48'
.49'
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1.28'
1.29'
1.30'
1.31'
1.32'
1.33'
1.34'
1.35'
1.36'
1.37'
1.38'
1.39'

ORDINANCE NUMBER 2018-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 18, TOWNSHIP 3S, RANGE 31W, PARCEL NUMBERS 1101-000-000, TOTALING 8.955 (+/-) ACRES, LOCATED ON SOUTH BLUE ANGEL PARKWAY AND GULF BEACH HIGHWAY, FROM COMMERCIAL (C) TO CONSERVATION (CON) PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Navy Air Station (NAS) Pensacola is an active naval air base that provides flight training within the County such that Escambia County Airfield Overlay density restrictions apply; and

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

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

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

Section 1. Purpose and Intent

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

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2018-02."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

> A parcel within Section 18, Township 3S, Range 31W, parcel number 1101-000-000, totaling 8.955 (+/-) acres, located on South Blue Angel Parkway, as more particularly described in the Boundary Survey description produced by Rebol-Battle & Associates, INC., registered land surveyor Mark A Norris dated 11/21/2016, attached as Exhibit A, from Commercial (C) to Conservation (Con).

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

Section 5. Inclusion in the Code

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

INTENTIONALLY LEFT BLANK

Section 6. Effective Date

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

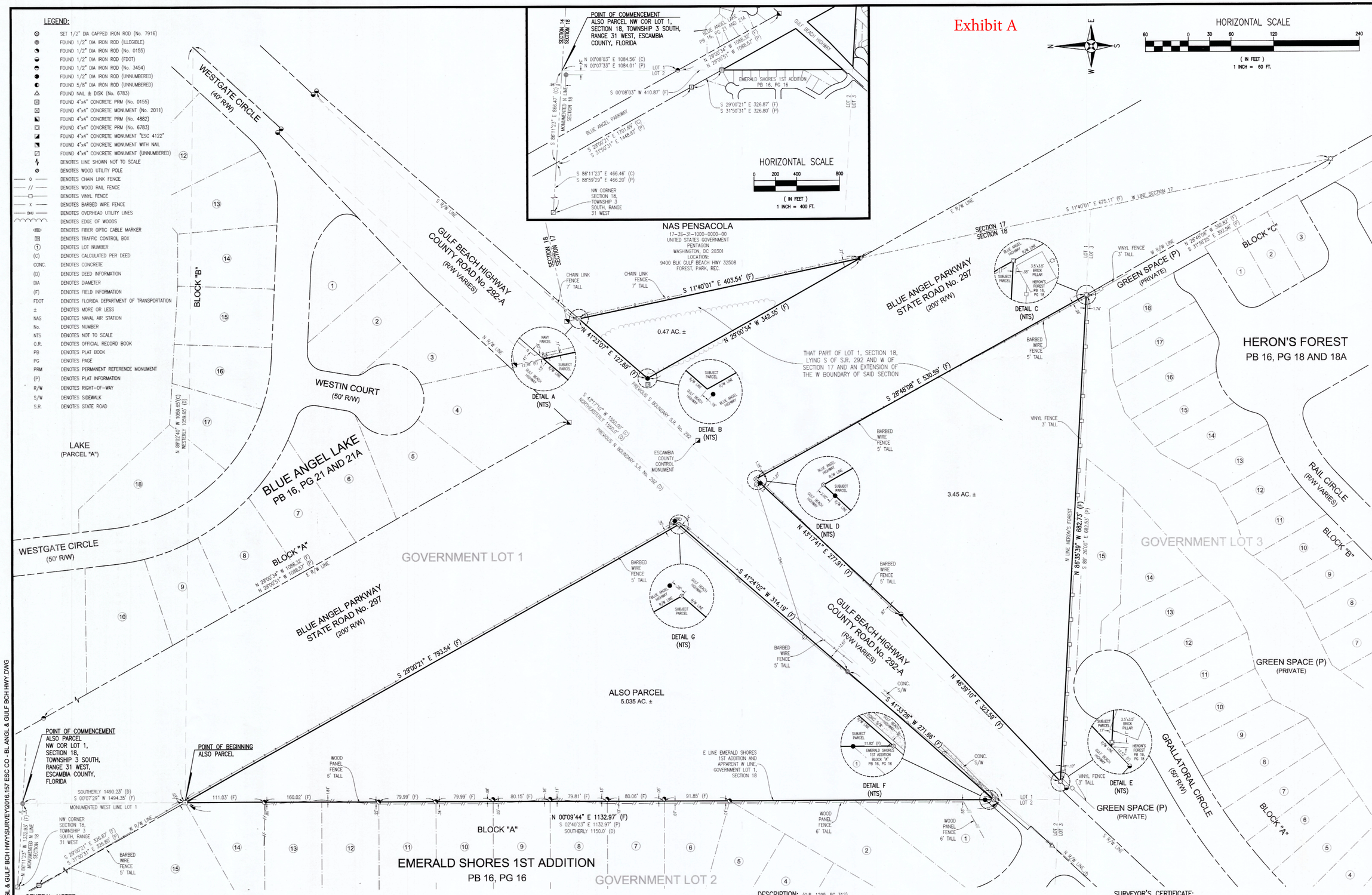
ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

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

Exhibit A


LEGEND:
SET 1/2" DIA CAPPED IRON ROD (No. 7916)
FOUND 1/2" DIA IRON ROD (ILLEGIBLE)
FOUND 1/2" DIA IRON ROD (No. 0155)
FOUND 1/2" DIA IRON ROD (FDOT)
FOUND 1/2" DIA IRON ROD (No. 3454)
FOUND 1/2" DIA IRON ROD (UNNUMBERED)
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FOUND 4"x4" CONCRETE MONUMENT WITH NAIL
FOUND 4"x4" CONCRETE MONUMENT (UNNUMBERED)
DENOTES LINE SHOWN NOT TO SCALE
DENOTES WOOD UTILITY POLE
DENOTES CHAIN LINK FENCE
DENOTES WOOD RAIL FENCE
DENOTES VINYL FENCE
DENOTES BARBED WIRE FENCE
DENOTES OVERHEAD UTILITY LINES
DENOTES EDGE OF WOODS
DENOTES FIBER OPTIC CABLE MARKER
DENOTES TRAFFIC CONTROL BOX
DENOTES LOT NUMBER
(C) DENOTES CALCULATED PER DEED
CONC. DENOTES CONCRETE
(D) DENOTES DEED INFORMATION
DIA DENOTES DIAMETER
(F) DENOTES FIELD INFORMATION
FDOT DENOTES FLORIDA DEPARTMENT OF TRANSPORTATION
± DENOTES MORE OR LESS
NAS DENOTES NAVAL AIR STATION
No. DENOTES NUMBER
NTS DENOTES NOT TO SCALE
O.R. DENOTES OFFICIAL RECORD BOOK
PB DENOTES PLAT BOOK
PG DENOTES PAGE
PRM DENOTES PERMANENT REFERENCE MONUMENT
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R/W DENOTES RIGHT-OF-WAY
S/W DENOTES SIDEWALK
S.R. DENOTES STATE ROAD
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N 00°07'33" E 1084.01' (P)
S 89°11'23" E 666.47' (C)
MONUMENTED N LINE SECTION 18
S 00°08'03" W 410.87' (F)
BLUE ANGEL LAKE PB 16, PG 21 AND 21A
N 29°00'34" W 1088.32' (F)
N 29°00'51" W 1088.57' (F)
GULF BEACH HIGHWAY
EMERALD SHORES 1ST ADDITION PB 16, PG 16
S 29°00'21" E 326.87' (F)
S 31°50'31" E 326.80' (P)
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BLUE ANGEL PARKWAY
S 29°00'21" E 1791.89' (C)
S 31°50'31" E 1448.87' (P)
S 86°11'23" E 466.46' (C)
S 88°59'29" E 466.20' (P)
NW CORNER SECTION 18, TOWNSHIP 3 SOUTH, RANGE 31 WEST
HORIZONTAL SCALE
0 200 400 800
(IN FEET)
1 INCH = 400 FT.
SECTION 14
SECTION 18
NAS PENSACOLA
17-35-31-1000-0000-00
UNITED STATES GOVERNMENT
PENTAGON
WASHINGTON, DC 20301
LOCATION:
9400 BLK GULF BEACH HWY 32508
FOREST, PARK, REC.
WESTGATE CIRCLE
(40' R/W)
BLOCK "B"
LAKE
(PARCEL "A")
N 89°02'44" W 1059.65'(C)
WESTERLY 1059.65' (D)
BLUE ANGEL LAKE
PB 16, PG 21 AND 21A
WESTIN COURT
(50' R/W)
GULF BEACH HIGHWAY
COUNTY ROAD No. 292-A
(R/W VARIES)
S R/W LINE
N R/W LINE
CHAIN LINK FENCE 7' TALL
S 1°40'01" E 403.54' (F)
N 41°23'07" E 127.89' (F)
0.47 AC. ±
N 29°00'34" W 342.35' (F)
PREVIOUS S BOUNDARY S.R. No. 292
S 45°17'10" W 1560.00' (C)
NORTHEASTERLY 1560.0' (D)
PREVIOUS N BOUNDARY S.R. No. 292 (D)
ESCAMBIA COUNTY CONTROL MONUMENT
DETAIL A (NTS)
DETAIL B (NTS)
DETAIL C (NTS)
DETAIL D (NTS)
DETAIL E (NTS)
DETAIL F (NTS)
DETAIL G (NTS)
NAVY PARCEL
SUBJECT PARCEL
BLUE ANGEL HIGHWAY
GULF BEACH HIGHWAY
BLUE ANGEL PARKWAY
STATE ROAD No. 297
(200' R/W)
E R/W LINE
W LINE SECTION 17
S 1°40'01" E 675.11' (F)
SECTION 17
SECTION 18
THAT PART OF LOT 1, SECTION 18, LYING S OF S.R. 292 AND W OF SECTION 17 AND AN EXTENSION OF THE W BOUNDARY OF SAID SECTION
S 28°46'08" E 530.59' (F)
BARBED WIRE FENCE 5' TALL
VINYL FENCE 3' TALL
3.45 AC. ±
N 43°17'41" E 277.91' (F)
GULF BEACH HIGHWAY
COUNTY ROAD No. 292-A
(R/W VARIES)
N 46°39'10" E 323.59' (F)
S 41°33'28" W 271.66' (F)
CONC. S/W
LOT 1 LOT 3
VINYL FENCE 3' TALL
N 28°46'08" W 392.82' (F)
S 37°38'25" E 392.98' (P)
BLOCK "C"
GREEN SPACE (P)
(PRIVATE)
HERON'S FOREST
PB 16, PG 18 AND 18A
RAIL CIRCLE
(R/W VARIES)
BLOCK "B"
GOVERNMENT LOT 3
N LINE HERON'S FOREST
N 86°35'39" W 682.73' (F)
S 89° 26'00" E 682.53' (P)
GREEN SPACE (P)
(PRIVATE)
GRALLATORAL CIRCLE
(60' R/W)
BLOCK "A"
LOT 2 LOT 3
S R/W LINE
N S/W LINE
GOVERNMENT LOT 1
BLUE ANGEL PARKWAY
STATE ROAD No. 297
(200' R/W)
S 28°00'21" E 793.54' (F)
ALSO PARCEL
5.035 AC. ±
POINT OF COMMENCEMENT
ALSO PARCEL
NW COR LOT 1, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
POINT OF BEGINNING
ALSO PARCEL
SOUTHERLY 1490.23' (D)
S 00°07'29" W 1494.35' (F)
MONUMENTED W LINE LOT 1
NW CORNER SECTION 18, TOWNSHIP 3 SOUTH, RANGE 31 WEST
N 89°11'23" W 1332.93' (F)
MONUMENTED N LINE SECTION 18
S 29°00'21" E 326.87' (F)
S 31°50'31" E 326.80' (P)
BARBED WIRE FENCE 5' TALL
WOOD PANEL FENCE 6' TALL
111.03' (F)
160.02' (F)
79.99' (F)
79.99' (F)
80.15' (F)
79.81' (F)
80.06' (F)
91.85' (F)
N 00°09'44" E 1132.97" (F)
S 02°40'23" E 1132.97" (P)
SOUTHERLY 1150.0' (D)
BLOCK "A"
EMERALD SHORES 1ST ADDITION
PB 16, PG 16
GOVERNMENT LOT 2
E LINE EMERALD SHORES 1ST ADDITION AND APPARENT W LINE, GOVERNMENT LOT 1, SECTION 18
EMERALD SHORES 1ST ADDITION BLOCK "A" PB 16, PG 16
HERON'S FOREST PB 16, PG 18
3.5'x3.5' BRICK PILLAR
11.82' (F)
11.80' (P)
1.74'
.35'
.37'
.13'
.17'
.38'
.33'
.39'
.40'
.45'
.48'
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13822 **Growth Management Report 10. 5.**
BCC Regular Meeting
Meeting Date: 04/05/2018
Issue: Review of Rezoning Case Heard by the Planning Board on March 6, 2018
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on March 6, 2018

That the Board take the following action concerning the rezoning case heard by the Planning Board on March 6, 2018:

A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2018-02 or remand the case back to the Planning Board; and
B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

1. Case No.:	**Z-2018-02**
Address:	4100 Block South Blue Angel Parkway
Property Reference No.:	18-3S-31-1101-000-000
Property Size:	8.955 (+/-) acres
From:	Com, Commercial district (25 du/acre)
To:	Con, Conservation district (du density limited to vested development)
FLU Category:	Con, Conservation
Commissioner District:	2
Requested by:	Escambia County, Owner
Planning Board Recommendation:	Approval
Speakers:	Michael Bearden, Larry Downs, Jr., Diane Downs, David Donnelly, Carol Tebay, Jeanine Avant

BACKGROUND:

The above case was owner initiated and heard at the March 6, 2018, Planning Board meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, “the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2018-02

Z-2018-02

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case # Z-2018-02
Applicant: Escambia County, Owner
Address: 4100 Block S Blue Angel Parkway
Property Size: 8.944 (+/-) acres

From: Com, Commercial district (25 du/acre)

To: Con, Conservation district (du density limited to vested development)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 6th day of March 2018, commencing at approximately 9:30 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:

TIM PYLE, Acting Chair — JAY INGWELL, District 2 — District 1
REID RUSHING, At Large — ALAN GRAY, At Large

WILLIAM CLAY, District 3
PATTY HIGHTOWER, School Board — STEPHEN OPALENIK, Navy

PLANNING BOARD STAFF PRESENT:

MEREDITH CRAWFORD, ESQUIRE, Assistant County Attorney

HORACE JONES, DIRECTOR
ANDREW HOLMER
KAYLA MEADOR
JUAN LEMOS
JOHN FISHER
ALLYSON CAIN

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THE CHAIRMAN: Let's move on to Case Number 2, Z-2018-02.

MR. FISHER: Correct.

This is John Fisher, Senior Planner again.

This is Z-2018-02, 4100 Block South Blue Angel Parkway.

Again, this is a one-parcel ID, tax ID number, which shows three different boundaries, one on the northwest and southwest and southeast of Blue Angel and Gulf Beach Highway.

So this is from commercial to conservation.

This is the locational map.

And this is the 500-foot zoning map.

This is the future land-use map that is currently -- but we are proposing to conservation.

This is the existing land-use map.

This is the AIPD-1 area.

APZ-1 area.

These are the public hearing signs.

This is looking west along Gulf Beach Highway.

Looking north along Blue Angel Parkway.

Looking east along Gulf Beach Highway.

Looking south along Blue Angel Parkway.

Looking east along Gulf Beach Highway.

Looking south along Blue Angel Parkway.

Looking west along Gulf Beach Highway.

Looking north along Blue Angel Parkway.

Looking east along Gulf Beach Highway.

Looking south along Blue Angel Parkway.

Looking west along Gulf Beach Highway.

Which corner those were on, each one of those makes it a little more representative for each thing.

Again, this is a -- concluding from the small-scale map amendment we proposed earlier to conservation recommending to the BCC.

We are doing the same here for this zoning. We are recommending conservation to make it all compatible and consistent with the future land use and zoning.

Staff does recommend approval to the BCC and -- or recommends approval to the Planning Board as well.

THE CHAIRMAN: So for procedural, I'd like to ask again that the public comment made during

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the small-scale map amendment discussion be put into the quasi-judicial, as it is on the record, for those who wish to speak perhaps at the County Commission.

Anybody have any other questions?

(No response.)

THE CHAIRMAN: Concerns?

We'll go down again starting with any ex parte.

Steve, have you visited the site, any ex parte communication?

MR. OPALENIK: Once again, I've provided staff advice from the Navy's standpoint, and there's no ex parte.

MS. HIGHTOWER: No to all.

MR. GRAY: No to all as well.

THE CHAIRMAN: Thank you.

No ex parte communication. Very familiar with the site.

MR. INGWELL: Familiar with the property. No communication.

MR. CLAY: No to all.

MR. RUSHING: Familiar with the property. No ex parte communication.

THE CHAIRMAN: Okay. Moving forward, do I have a motion to proceed?

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MR. GRAY: I'm going to make a statement and a quick motion.

So my statement is, a few years ago, one of my family's very good friends died because he stayed with his jet because he was trying to prevent hitting incidental occupied homes with his jet.

And he chose to stay with the jet and control it and take it to a field well beyond where it was going to land if it were -- or I'm sorry -- to crash. So a very good friend lost his life trying to prevent further loss of life.

So clearing these areas that are in these etudes are very important to me. And I completely understand the Navy's mission on clearing these areas because pilots will make a decision based on where they are, what they can do very quickly.

And more often than not, in the case of a Jeff Kuss, in the case of Todd Cerene, these folks will stay with their equipment even though it's failed them, and try to control it to a point where it does not cause other incidents or loss of life.

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So I think it's very important for us to understand the Navy's mission, that it's not just avoidance of hazard. These are -- these are very important measures to take into account.

So I am going to make a motion that we move this into conservation from commercial and that we recommend the Board of County Commissioners approve that as well.

THE CHAIRMAN: We have a motion.

Any further comment?

(No response.)

THE CHAIRMAN: I'd ask before there's any further public comment, I'd asked before if anybody wanted to add to their current . . . I think we're good.

So we have a motion on the floor.

Do we have a second?

MR. RUSHING: Second.

THE CHAIRMAN: All those in favor indicate by saying aye.

(Chorus of "ayes.")

THE CHAIRMAN: Any opposed?

(No response.)

THE CHAIRMAN: And it moves forward.

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And now we will go ahead and adjourn our quasi-judicial hearing.

(Hearing concluded at 10:40 a.m.)

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CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing quasi-judicial Planning Board proceedings; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

ESCAMBIA COUNTY PLANNING BOARD
PUBLIC HEARING

B. A public hearing concerning the review of an ordinance amending the Future Land Use Map, SSA-2018-2
That the Board review and recommend to the Board of County Commissioners (BCC) for adoption an ordinance amending the Future Land Use (FLU) Map for a Small Scale Amendment, SSA-2018-02

A public hearing was held in the above-styled cause before the Escambia County Planning Board on the 6th day of March 2018, commencing at approximately 8:50 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:

TIM PYLE, Acting Chair — District 2
JAY INGWELL — District 1
REID RUSHING — At Large
ALAN GRAY — At Large
WILLIAM CLAY — District 3
PATTY HIGHTOWER — School Board
STEPHEN OPALENIK — Navy

PLANNING BOARD STAFF PRESENT:

MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

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KAYLA MEADOR
JUAN LEMOS
JOHN FISHER
ALLYSON CAIN

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THE CHAIRMAN: Staff, do you want to move on to the next one.

MR. FISHER: Okay. This is small-scale map amendment SSA 2018-02.

This is a public hearing concerning the future land use map, from commercial to conservation.

We'll go ahead and look at the locational and wetlands map.

Currently you can see that this is along Blue Angel Parkway toward the entrance of the NAS Pensacola entrance and Gulf Beach Highway.

This is actually three different corners. It is the same property reference number, tax ID number. It just shows up as three different areas.

This is showing the zoning map of commercial.

This is showing the current future land use map of commercial.

This is the proposed future land use of conservation within the 500-foot buffer area. You can see there's public to the right, which

would be the airfield and some more conservation to the northwest.

This is showing existing land-use map. You would see that there's several subdivisions developed.

And this is showing the aerial map of a lot of, you know, open space there, but it's also within the AIPD-1 area.

This is the AIPD-1 area, which is very crucial to the Navy area. There's a flight path of where they fly and potential accidents.

This is also showing the APZ area, showing some of the flight paths as well.

This is the public hearing sign.

MR. GRAY: John, could you go back one -- I'm sorry. Could you go back one?

MR. FISHER: Yeah. The yellow?

MR. GRAY: Mm-hmm. I'm sorry. Back on the one.

MR. FISHER: That's all right.

MR. GRAY: The yellow polygon clear zone. That's roughly the end of the runway, within a certain distance of the end of the runway; is that correct?

Because APZ-2 is the straight flight plan,

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and APZ-1 would be the -- Not sure if it's called "the ditch." What do you -- what do you call it? Is that the circle-back? What do you call that?

MR. OPALENIK: Well, there are -- there are -- there are three critical areas we look at when we talk about encroachment. Clear zones, in this case, is on base. Can't build anything. It's got to be clear.

MR. GRAY: It's a field.

MR. OPALENIK: It is, yes.

MR. GRAY: Okay.

MR. OPALENIK: And then APZ-1 are -- is Accident Potential Zone 1. High probabilities. If anything were to go bad --

MR. GRAY: Yep.

MR. OPALENIK: -- that's the place that we figured out could be the worst.

MR. GRAY: That would be a VC2 just behind that also has a little bit more -- a little less restriction.

MR. OPALENIK: And we do a very limited height in APZ-1.

MR. GRAY: Yes. Very low density in APZ-1.

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MR. OPALENIK: Density is -- is -- is usually certain types of structures, functions. Certainly not dwelling.

MR. GRAY: Well, I just wanted a refresher on my AQs. And I think the room needed a refresher on what the AQ's purposes are as well.

Thank you.

Thank you, John.

MR. FISHER: This is looking west along Gulf Beach Highway.

This is looking north along Blue Angel.

This is looking east along Gulf Beach Highway as well.

This is looking south along Blue Angel.

This is looking east along Gulf Beach Highway.

This is looking south along Blue Angel.

This is looking west along Gulf Beach Highway.

This is looking north along Blue Angel.

And looking east along Gulf Beach Highway.

And looking south along Blue Angel Parkway.

Looking west along Gulf Beach Highway.

There are three different areas there. We

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had to put a sign on each area just to let the public know, and that's why that was kind of repetitive there.

The small-scale map amendment, future land-use map of the county proposes to change the future land use category of the parcel on an 8.955 plus or minus acre from commercial to conservation.

The current property is undeveloped and is located on the northwest corner, southwest corner and southeast corner of Blue Angel Parkway and Gulf Beach Highway intersections.

Single-family homes adjoin the northwest and southwest corner properties with the mixed-use suburban as the future land use.

On the southeast corner property, Naval Air Station Pensacola, NAS, adjoins to the east and south with a public future land use category.

Entertain the Board to . . .

THE CHAIRMAN: Yeah. I just wanted to -- We had the privilege of seeing in the material the response from the Navy.

But I guess if you'd like to maybe summarize for the folks here their kind of take

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on this and your opinion on it.

MR. OPALENIK: Okay. The property, NAS Pensacola, the property was purchased through state grant money that is -- that is allowed for local communities, county in this case, to be able to help the Navy with encroachment, encroachment on our mission.

Our mission is to fly. Our mission is to fly safe. And these areas here certainly represent part of that encroachment effort.

You see the neighborhoods that are there. By today's standards, they may not be recommended, at least by the Navy. That's all we do, is make a recommendation.

In this case, this -- these -- these properties are recently bought with -- with the state grant money called the Defense Infrastructure Grant Funds.

And so it is county-owned. We certainly support anything that diminishes any other kinds of development.

Although they are county owned, county interest could change over time. And we certainly support lessening that -- that opportunity for something else to go in.

So we would never recommend dwelling units where people live. We wouldn't recommend people -- where -- where people gather.

Conservation seems to fit with the -- with the surrounding area. You notice the area to the northwest. That -- that is -- that is also state owned, but it's -- it's for a conservation of -- It's the part of the picture, planned prairie conservation, so it fits with the area as far as we're concerned.

And we're also concerned with terrorism force protection, so this being right outside our west gate is another -- it's another area that, you know, we certainly support.

THE CHAIRMAN: To this point, the gentleman that lives in Heron's Forest, along with myself, we had a sign, that nice little disclosure when we bought our house. And it's a pretty daunting thing.

Basically, if a plane crashes, "It's your fault, dummy, for buying there." But I think the benefit far outweighs the risk at this point.

MR. OPALENIK: It should also mention noise is also concerned.

THE CHAIRMAN: Right.

MR. OPALENIK: So this is a high noise area, and -- and -- and like you say, the folks that live there know that.

THE CHAIRMAN: 14 years, I don't really know. I don't hear anything.

MR. OPALENIK: Thank you.

THE CHAIRMAN: As my very elderly neighbor states, that that sound is the sound of freedom, so we're okay with it, so . . .

All right. If there's anything else the staff would like to present, we'll go into.

MR. FISHER: Not at this time.

MR. INGWELL: If I could ask two things.

Who did the county purchase this property from?

MR. OPALENIK: It was a private -- private owner, a family. I think the name was Leebrist --

MR. JONES: Yes. Yes.

MR. OPALENIK: -- was the name on the -- on the deed.

MR. JONES: John Leebrist.

MR. INGWELL: Well, the second thing is, can you go back to the current future land-use

map?

Go back. Keep going.

MR. RUSHING: Current zoning map.

MR. JONES: Mr. Ingwell, I know that that is always the -- the eye-opener. That was before our time.

It was zoned -- those -- that subdivision has a commercial zoning on it. It should have been maybe residential or -- but evidently it wasn't.

Now, if the citizens want to, they can all get together and try to get it changed, but it would -- it would take a -- more than just one ask. So -- But we know that. That's always behind the one that -- that predated any of us up here.

THE CHAIRMAN: We have a lot of interesting commercial zoning along Gulf Beach Highway.

MR. JONES: Yes.

THE CHAIRMAN: We will certainly not see the last of it here today.

MR. JONES: Absolutely.

THE CHAIRMAN: But it doesn't make a lot of sense in a lot of areas, I guess, if you are

on Gulf Beach and you go south into the Navy property, I think, to the gentleman's point, that it would infringe upon their ability to do their job.

If you look now, there's a -- for whatever reason, I don't -- they didn't ask my opinion, for whatever particular threat level, they will barricade the -- that back entrance.

Sometimes it's easy. It hasn't been easy in a while to get back into it. And I don't think anybody would really want to set up shop at that corner.

I don't think commercial is really a concern. It does make sense to me. After reading through it at length, it makes perfect sense.

So, again, like a lot of the things we're doing, we're looking at the past, going, "What were we thinking?"

Well, we weren't. It just was.

And now we are trying to make sense of something after the fact, which sometimes is messy.

MR. INGWELL: That sums it up well.

THE CHAIRMAN: All right. If there's

nothing else -- Let's see. Mr. Michael Bearden.
MR. BEARDEN: My turn. I've already been sworn in.
Okay. I just had a couple comments. One is the southeast portion, that little triangle on the government property, why don't we give that to the government?
Don't you guys want it?
MR. OPALENIK: Well, if we have it, we have to maintain it. And that's not always a bad thing, but in this case because of how it was -- how it was funded, the county bought it.
Not to say that somewhere down the line we may have something that the county needs. In fact, there are some properties out there that the need really doesn't have a lot of use for around Saufley. That's not to say that in the future we couldn't acquire the property through an exchange.
Right now we're not talking about that.
MR. BEARDEN: Yeah. See how it creates an intrusion onto the military property. And that would eliminate that future intrusion.
And I drive by there all the time. I'm retired Navy.

MR. OPALENIK: Right.
MR. BEARDEN: And looks the same as the piece next door to it, you know, so I don't see why we don't just give them that portion, rather than going through that for the conservation. I'm all for conservation. And I like that.
The commercial really cracks me up, that it was somebody else's job that did that.
It's our job to correct that because if I had the money, I'd try to buy up those four or five houses that are right on the corner and put myself a commercial establishment there because we got thousands of cars go by there all the time. We need to change that.
Anyway, that's all.
THE CHAIRMAN: I imagine we could spend the next three years on Gulf Beach Highway alone trying to clean that up.
Go ahead, sir.
MR. FISHER: Just for that subdivision on the northeast corner that's zoned commercial, it is a platted subdivision, so a commercial use would not be able to be obtained without vacating that plat as well, so it would be a long, lengthy process. And it would be very

difficult to be approved.
THE CHAIRMAN: Mr. Downs.
- - -
LARRY DOWNS, JR., having been previously sworn, was examined and testified as follows:
- - -
MR. DOWNS: Hello.
I shouldn't have brought Mike Bearden with me today.
(Laughter.)
MR. DOWNS: We're having some problems here.
All right. Couple things real quick on this -- on these properties.
One, I disagree that the county should have ever bought them.
And grant money is nothing but tax money, so I hate it when everybody refers to it as "state grants" or "federal grants." It's just tax money, so . . . It comes out of all of our pockets.
This was zoned commercial and privately owned. And then the county took our tax dollars and purchased it, which I disagree with all of that.

You know, I know a lot of people who would love to set up shop there. That's a very popular area, lots of nice traffic there. It would be a great little place for -- for an insurance company or -- a number of things, even a little -- even a little medical -- you know, little urgent care or any -- any little thing.
UNIDENTIFIED VOICE: Gas station.
MR. DOWNS: Yeah, gas station -- you name it -- could be convenient there.
And interest does change in the county. I agree. Interest does change. And if this is -- this is voted on and -- and moved over to a conservation easement or area, it will never be able to be used again without literally an act of Congress.
There also could be some public use there. I'm against public use, but later on there could be. It could be something that could be, you know, beneficial for that community for all those houses back in there.
Maybe we'll need another library, even though phones, like Mr. -- I mean, books like Mr. Bearden says, I can get every book I want on my phone. That's where the education is.

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I learn every single night when I pop open, you know, the -- the world documents of the whole world, the whole history.

So those are -- those are things that I believe -- Is that my time?

UNIDENTIFIED COMMISSIONER: A minute, sir.

MR. DOWNS: Okay.

Those are the things that should be considered. Anytime you do something like this, and you take public money and you purchase land, and then you deny use, future use -- And I understand the military's issue. I understand all that.

But a lot of times it's over -- It's over-rated. I don't think an office there that would serve 10 people -- maybe a couple drive-ins, whatever -- would be any more of a hazard than some of those houses with 10 people living in them. You know.

I mean, there's -- there's just no more risk. The risk is so minute that we're trying to cover all risk in our country. And in the meantime, we're not going to be able to do much living with all this risk covering.

Thank you.

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And also one thing real quick. I just wanted to speak on this -- also in case -- going -- going further.

THE CHAIRMAN: Ms. Diane Downs.

MR. DOWNS: I don't think we should have bought it either.

- - -

DIANE DOWNS, upon being duly sworn, was examined and testified as follows:

- - -

MS. DOWNS: I have just one question about this.

THE CHAIRMAN: Please state your name and your address.

MS. DOWNS: Oh. I'm Diane Downs. I live at 5840 Muldoon Road, Pensacola.

THE CHAIRMAN: Yes, ma'am.

MS. DOWNS: And my question is: We're -- You're discussing rezoning this to what you want it to be now.

In the future, since the county is going to -- or if the county does own it, can it be rezoned again if they decide somebody else wanted to do something else with that property?

MR. JONES: Sure. The process we can go

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through --

MS. DOWNS: So everything we're doing is just for now. It can all be changed.

THE CHAIRMAN: That could probably be said of most of the zoning, to some extent, anything we do.

UNIDENTIFIED VOICE: Hardly ever goes the way --

MS. DOWNS: Can you tell me when this property was purchased by the county?

THE CHAIRMAN: I cannot. Horace.

MR. JONES: Do you know that?

MR. OPALENIK: Purchased last April and May.

MS. DOWNS: Last April and May?

MR. OPALENIK: 2017.

THE CHAIRMAN: And to your point, my wife would say, "Why is that there"?

I said, "Well, that's a good question. I'm not sure why." A conservancy or what.

And I think to the point, I guess, of Mr. Sternaman, clean up areas that could and would or may be deemed like commercial -- Doesn't make any sense for the library to be that, in my opinion.

Page 20

But these were commercial. I guess this is another one of the items he wanted to put in his conservancy, similar to -- You look directly south of that area, and Heron's Forest has a conservancy -- in a part of the neighborhood is conservancy.

MS. DOWNS: Yeah.

THE CHAIRMAN: Now, that's probably more for ecological reasons, this -- If you read or hear from the folks on the base, it more has to do with their mission, according to their -- Their support of it to us is that it has to do with their mission, and it -- it -- it falls in line with it being in their mission to keep that road open. I think it has to do with that entrance.

MS. DOWNS: Okay. All right. That's it. Thank you.

THE CHAIRMAN: Yes, ma'am.

And David Donnelly.

- - -

DAVID DONNELLY, having been previously sworn, was examined and testified further as follows:

- - -

MR. DONNELLY: Hello.
I spoke earlier. I don't really have much more to add to that, other than the fact that I have spoken to many of my neighbors, and -- and it was unanimous amongst all of those that -- that they were all in favor of making this conservation property because of the fact that our neighborhood is a sanctuary of -- a wildlife sanctuary, and this would further our agenda to keep it conservation land.
And thank you.
THE CHAIRMAN: Mr. Gray.
MR. GRAY: May I ask a question?
On this map that's shown on the screen here, which -- which neighborhood is yours? Is it the one to the north? East --
MR. DONNELLY: I'll show you where I live right here.
This is -- this is my parcel right here.
MR. GRAY: Is there -- Okay. Thanks.
MR. DONNELLY: These are the people I've spoken with along my street.
MR. GRAY: Okay. got it.
Thank you, sir.
THE CHAIRMAN: Ms. Carol Tebay.

CAROL TEBAY, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: If you'll correctly pronounce your name.
MS. TEBAY: Carol Tebay, 4060 Indigo Drive.
And I'm just in favor of it.
Thank you.
THE CHAIRMAN: Thank you, ma'am.
And Ms. Janine Avant.

JANINE AVANT, upon being duly sworn, was examined and testified as follows:

MS. AVANT: Good morning.
My name is Janine Avant. I'm the president of Heron's Forest Homeowners' Association.
I think, overwhelmingly, as my neighbor mentioned, we are definitely in favor of the rezoning to conservation, but there are questions that we have that I'm hoping that you can answer.

We have done our homework. We've looked on the -- on the internet and determined what -- what the definition of conservation entails.
And although it does say that you cannot build a permanent residence on there, it does talk about RVs and mobile homes being allowed.
So I would like to see the definition for conservation be discussed. And I'd like to have some type of guarantee that there would not be that type of dwelling in the future.
Also, you know, we're in a hurricane-prone zone, so you own this property. And if there needed to be FEMA trailers there to house displaced persons, the way I read the conservation zoning, that would be allowable.
You can understand my concern, although I don't want it commercial. So I'm in favor -- On the record, I'm in favor of conservation, but I would like to have some guarantees, if possible, that it would remain in the vacated state that it is.
My follow-up question is that there are some fences on that southwest corner that are in disarray. And I'm wondering what the -- if the county would take action to repair or replace

that fence so that it is in line with the nice neighborhood that we have next to it.
And that is all I have, pending any questions.
THE CHAIRMAN: John.
MR. FISHER: John Fisher, Senior Planner.
I'll address your comments about, you know, what -- Let me pull this mic a little closer.
There's two different parts of what conservation, you know, looks at and goes through.
Right now we're talking about the future land use. And what it says in our future land use is, no new residential uses, including accessory dwelling units, except caretaker residences for -- Whoops. I'm sorry. This is the rezoning part. I had the wrong one.
For the future land use, the proposed conservation future land use is intended for more important natural resources, such as wetlands, marshes, and significant wildlife habitats.
This may include passive recreation opportunities for citizens and visitors of -- to

the county, passive parks and trails, preservation lands, educational uses, that -- natural amenities for the public benefit.

No new residential development is allowed, nor is nonresidential, meaning no commercial aspects of anything. That's what we're looking at today from the future land use.

We're going to the quasi-judicial hearing in a little bit, and that will be talking about the rezoning, where we're taking it from commercial rezoning also to conservation.

Under the rezoning part, just to go ahead and get this out here, permitted uses for residential, no new residential uses, including accessory dwelling units, except caretaker residences for permanent nonresidential uses.

Caretaker and vested single-family dwellings include manufactured mobile homes, if allowed by adjoining zoning.

MS. AVANT: That's my point.

MR. JONES: Let me explain that.

The Comprehensive Plan will -- will prevail. What that caretaker means: Let's say -- let's say there's something where someone has a conservation project going on. That is

the only reason why that would be allowed.

If that is necessary for someone to publicly live on the property to make sure everything is preserved and in a natural state, that's the only reason why that could possibly happen, if it's part of a conservation project. If. But -- but a ranger station or --

MR. FISHER: Security.

MR. JONES: Yeah.

MS. AVANT: What about FEMA trailers, in the event of a hurricane or a displaced person?

MR. JONES: Well, now, that would -- If there is a declaration from the State of Florida from federal, then the BCC would come in and they'll make a declaration as well.

So in the case of emergency or disaster -- In the case of emergency, if there is -- for any property that needs a mobile home, like we did in Ivan, and all of the places that was a declaration, the BCC and the state, they will make that declaration. We do have ordinances that said that can happen.

That is an emergency situation only, so -- And it's not too much we can do about the need for that type of housing, if that is declared.

That's going anywhere -- anywhere, now. Not just on this place. Anywhere.

If the BCC said, "We're going to waive zoning, we need emergency housing, we got to have them," that -- Ivan. That's beyond our control.

MR. FISHER: By moving to conservation, that would make it more or less impact-possible for that to happen.

But keeping it commercial, that allows that use to happen, then.

MS. AVANT: All right.

Well, for the record, I am in favor of rezoning.

I would like some answers on the fencing and maintenance, though, and I don't know if this is the forum for that.

Thank you.

MR. JONES: Just for the record, we will -- we will get you to the right person to discuss that. Yes, ma'am.

THE CHAIRMAN: I believe that is all of the public, unless there's somebody else who wishes to speak.

If not, I'll go ahead and entertain a

motion.

MR. GRAY: If no one else has any objection --

THE CHAIRMAN: Discussion?

(No response.)

THE CHAIRMAN: Is there any discussion from the Board?

(No response.)

MR. GRAY: Okay. Then I'd like to make a motion that we switch the future land use to this conservation for these parcels -- these split parcels.

THE CHAIRMAN: Do we have a second?

MR. INGWELL: Second.

THE CHAIRMAN: I have a motion and a second.

All in favor indicate by saying aye.

(Chorus of "ayes.")

THE CHAIRMAN: Any opposed?

(No response.)

THE CHAIRMAN: And now going on, I think you want to go into.

MR. LEMOS: We still have one more. I'm sorry.

(Hearing concluded.)

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CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board public hearing proceedings; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. B.**

Meeting Date:	03/06/2018
CASE :	Z-2018-02
APPLICANT:	Escambia County, Owner
ADDRESS:	4100 Block South Blue Angel Pkwy
PROPERTY REF. NO.:	18-3S-31-1101-000-000
FUTURE LAND USE:	C, Commercial (Con, Conservation, Pending Small Scale Review)
DISTRICT:	2
OVERLAY DISTRICT:	AIPD 1 and APZ 1
BCC MEETING DATE:	04/05/2018

SUBMISSION DATA:
REQUESTED REZONING:

FROM: Com, Commercial district (25 du/acre)

TO: Con, Conservation district (du density limited to vested development)

RELEVANT AUTHORITY:

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

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)
Consistent with Comprehensive Plan
The proposed zoning is consistent with the Future Land Use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

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

CPP FLU 1.3.1 Future Land Use Categories. Conservation (Con) is intended for the important natural resources, such as wetlands, marshes and significant wildlife habitats. This may include

passive recreational opportunities for citizens of and visitors to the County. Passive parks and trails, preservation lands, educational uses that use natural amenities for public benefit. No new residential development is allowed nor is Non-residential.

CPP FLU 2.2.1 Location. Public facilities and services will be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment, and levels of efficiency will be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the ECUA, other water and/or sewer providers, and state or federal agencies with facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this Plan and the FLUM and that there is adequate and suitable land available for such utility facilities.

CPP FLU 2.2.4 Existing Facilities. Prior to embarking on the construction of new capital improvements, Escambia County will consider the feasibility of upgrading or rehabilitating existing facilities to determine if the rehabilitation of present facilities would be in the best interest of the County and its citizens.

FINDINGS
The proposed amendment to Conservation **is consistent** with the intent and purpose of Future Land Use (FLU) category Conservation, as stated in CPP FLU 1.3.1. The location of the existing facilities and services **are consistent** with CPP FLU 2.2.1 and 2.2.4. Consistency with other applicable policies of the Comprehensive Plan would be evaluated during review of development for compliance with implementing Land Development Code regulations

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

Consistent with The Land Development Code
The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

Sec. 3-2.10 Commercial district (Com).
(a) Purpose. The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

Sec. 3-2.14 Conservation district (Con).
(a) Purpose. The Conservation (Con) district establishes appropriate areas and land use regulations for the conservation of important natural resources. The primary intent of the district is to conserve wetlands, marshes, watersheds, coastal dunes, wildlife habitats and other environmentally sensitive lands, but allow for passive recreational opportunities and amenities consistent with the Conservation future land use category. Non-conservation uses are severely limited to ensure the conservation of district resources and provision of appropriate areas for public recreation. Non-residential uses within the Conservation district are limited to activities that will have minimal impacts and where the ducational benefits of the uses are determined to outweigh those impacts. New or expanded residential development is generally prohibited.

Sec. 4-4.5 Airport and airfield planning districts.

(b) Military Airfield Influence Planning Districts. Airfield Influence Planning Districts (AIPDs) are established to provide enhanced protection in support of the continued operation of military airfields for areas that are close enough to those airfields to influence or be influenced by their activities. AIPDs impose additional restrictions on surrounding development that primarily address noise and safety concerns created by flight operations and potential interferences with those operations. If military operations permanently cease at an airfield, the supplemental requirements of its AIPDs will no longer apply to surrounding lands.

(1) General characteristics. Airfield Influence Planning Districts are combinations of noise zones, clear zones, accident potential zones, and other areas of influence that overlap and combine to define a broad range of airfield influences on surrounding land use. The range of influences is divided between two planning districts: AIPD-1 composed of areas closest to an airfield and, therefore, with highest noise exposure and accident risk; and AIPD-2 composed of areas further from the airfield than AIPD-1, but that still may influence or be influenced by airfield operations.

(2) Clear zones and accident potential zones. Clear zones and accident potential zones identify areas near airfield runways where aircraft accidents are most likely, if they do occur. The zones are defined by the type of aircraft for which the runway is primarily used. Clear zones extend immediately beyond the ends of runways and designate areas of high accident potential. Accident potential zones (APZs) generally extend beyond clear zones and designate areas that remain impacted by accident potential. APZ-1 identifies areas that retain a significant potential for accidents. APZ-2 identifies areas beyond APZ-1 that retain lower but measurable potential for accidents.

(3) Establishment. AIPDs and their constituent zones and areas are established through their definition and adoption within the LDC. The Airfield Influence Planning District Overlay maps for NAS Pensacola and NOLF 8 are specifically adopted here by reference and declared to be part of the LDC, with the information shown on the maps having the same force and effect as the text of the LDC. The AIPD maps are maintained digitally in the county's "Geographic Information System" (GIS).

(4) General AIPD requirements.

a. Real estate disclosure.

b. Avigation easement. For any parcel within an AIPD where subdivision or any site plan approval is requested, the application shall include an executed avigation easement or proof of the public recording of an executed easement. The purpose of the easement is to grant a clear property right to maintain flight operations in the airspace above the property. The easement shall be in a form approved by the County Attorney and recorded with the property deed to run in perpetuity with the land.

c. Rezoning. Rezoning is allowed within AIPDs, but density remains limited to the maximum density allowed by the AIPD, regardless of the zoning. The AIPD density limits shall govern.

(5) AIPD-1 requirements. Airfield Influence Planning District 1 (AIPD-1) defines areas of greatest protection for an airfield. AIPD-1 lies within a boundary connecting the outermost limits of an installation's clear zones, accident potential zones, or other areas necessary to achieve adequate protections. The following requirements apply to all lands within an AIPD-1 district:

a. Prohibited concentrations of population. Any use at such a scale that gatherings concentrating more than 25 people per acre and within a structure would be expected on a regular basis is prohibited. Such uses include sports stadiums, amphitheaters, auditoriums, clubhouses, churches, schools, hospitals, assisted living facilities, hotels and motels, restaurants, nightclubs and other establishments.

b. Residential density. Residential density is limited by the applicable zone or area with the AIPD according to the following:

1. Clear zones. Areas designated as "Clear Zone" are allowed no residential density except

vested single-family dwellings on existing lots of record.
2. Area A. Areas designated as “Area A” are allowed no residential density except vested single-family dwellings on existing lots of record.
3. APZ-1. Areas designated as “Accident Potential Zone 1” (APZ-1) and aligned with airfield runways are allowed no residential density except vested single-family dwellings on existing lots of record. All other APZ-1 areas are limited to one dwelling unit per 2.5 acres.
4. APZ-2. Areas designated as “Accident Potential Zone 2” (APZ-2) and aligned with airfield runways are limited to two dwelling units per acre. All other APZ-2 areas are limited to three dwelling units per acre.
5. Area B. Areas designated as “Area B” are limited to three dwelling units per acre and only subject to the minimum lot area of the applicable zoning district.
c. Dwellings. Residential development is limited to detached single- family dwellings, including manufactured (mobile) homes if allowed by applicable zoning district. No single-family attached or multifamily dwellings are permitted. The planning district also prohibits the clustering of dwellings, including mobile home parks, whether by density transfers, planned unit development or other means.
(6) AIPD-2 requirements. AIPD-2 is additional areas extended beyond AIPD-1 that is sufficiently close to the airfield to require some protections. AIPD-2 requirements are the same for all airfields. Densities and minimum lot sizes of the underlying zoning districts are not modified by AIPD-2.

FINDINGS
The proposed amendment **is consistent** with the stated purposes and intent of the Land Development Code (LDC). The current site is undeveloped, any new development will have to meet all the requirements of the LDC and be evaluated for consistency during the Site Plan Review process.

Community Planning & Liaison Officer NAVFAC SE - NAS Pensacola,
Z/SSA-2018-02: Located in AIPD 1 and Noise Level 3 (more than 75 db). For this property, NAS Pensacola finds limited compatible uses per the 2010 Air Installation Compatible Use Zone (AICUZ) guidance. Current zoning of "Commercial" is not only incompatible with AICUZ, but also poses concerns for Anti-Terrorism/Force Protection due to its proximity to the NAS Pensacola perimeter boundary and West Gate access area. Rezoning to "Conservation" will further restrict incompatible land use, density and security. NAS Pensacola fully supports the rezoning and small scale FLU amendment.

Transportation & Traffic Operations (TTO) Comments – Z-2018-02
TTO Staff has reviewed the Rezoning Case (Z)-2018-02 (4100 Block of South Blue Angel Parkway near the Gulf Beach Highway intersection) agenda item for the Planning Board meeting scheduled for March 6, 2018. Please see the below comments.

There is an ongoing FDOT 4-lane widening design project on Blue Angel Parkway (SR 173) between Sorrento Road and US 98. There is also an ongoing intersection improvement project on Gulf Beach Highway with signalization Sunset Avenue and Patton Drive. The design on the intersection project is complete however, the construction is on hold until the FDOT CR292A Bridge Replacement project is complete. The Blue Angel Highway project is funded by FDOT. The Gulf Beach Highway project is funded through a cost sharing program between the County and FDOT. There is also a Roadway ROW project on Blue Angel Parkway programmed in the County’s FY 2018 Capital Improvement Program.

Per the Florida-Alabama TPO’s Congestion Management Process Plan, Blue Angel Parkway is classified as a Minor Arterial with a Maximum LOS of D and a corresponding daily volume of

17,700 near Gulf Beach Highway. Gulf Beach Highway is classified as an Urban Collector with a Maximum LOS of D with a corresponding maximum daily volume of 17,700 vehicles. Daily traffic Counts for 2016 show a daily volume on Blue Angel Parkway of 10,600 vehicles and on Gulf Beach Highway of 5,900 vehicles.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

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

Compatible with surrounding uses

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

FINDINGS

The proposed amendment is compatible with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts HDMU, LDR, Con, Com and Pub. There are single-family residential, Naval Air Station Pensacola (NAS), and vacant conservation land.

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

Appropriate if spot zoning. Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands. **As per LDC Chapter 6, Spot Zoning is:** *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

FINDINGS

The isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The parcel currently is undeveloped and any proposed request would not be allowed under the proposed zoning. Not allowing any development area supports the agricultural aspect as well the AIPD and APZ's for NAS Pensacola. This appears to be consistent with the existing development pattern in the area. The property will remain vacant which **will contribute to or result in** logical and orderly development.

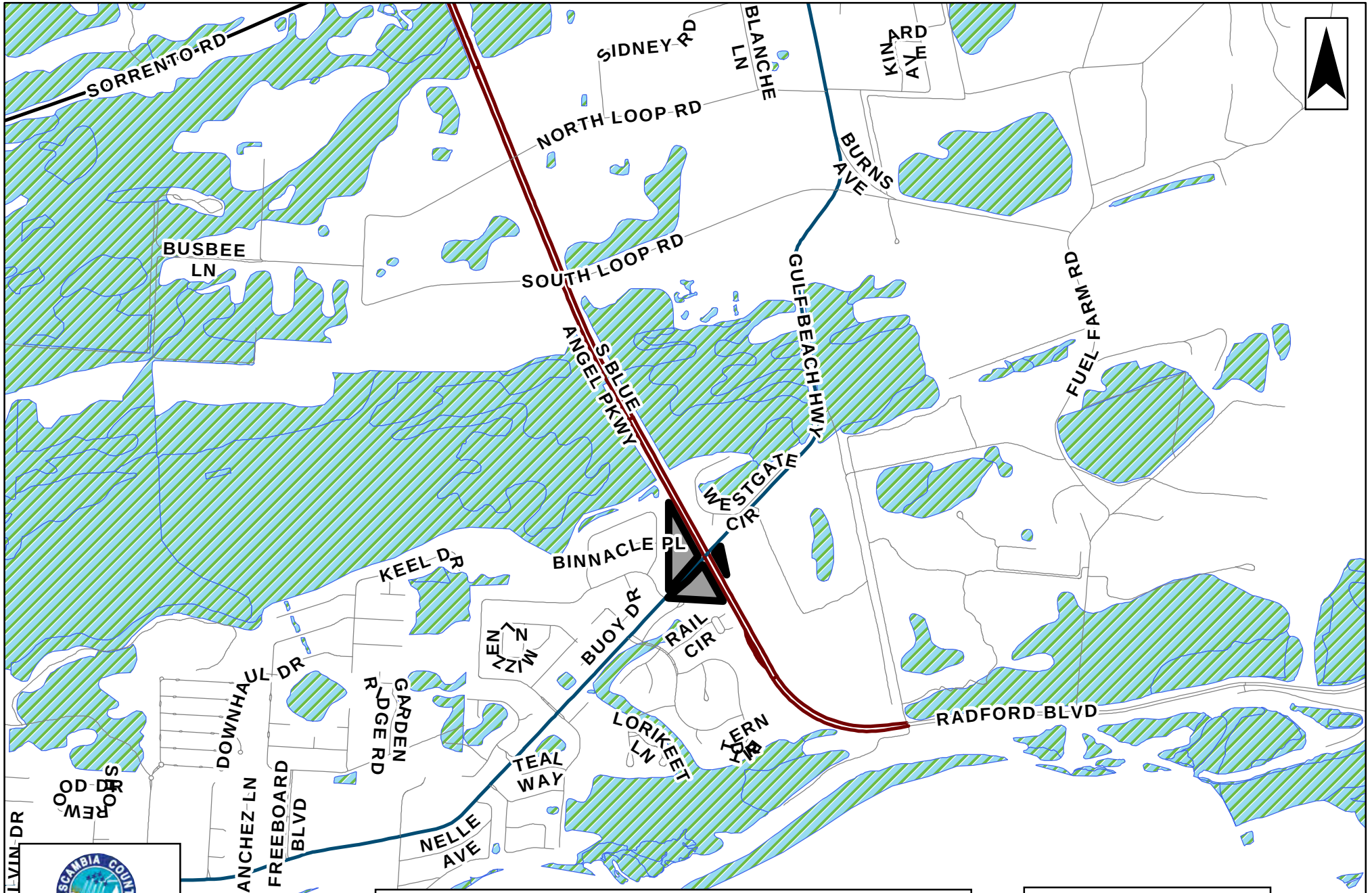
Criterion e., LDC Sec. 2-7.2(b)(4)

Appropriate with changed or changing conditions.
If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.?

FINDINGS
The land uses or development conditions within the area surrounding the property of rezoning have not changed to such a degree that the proposed rezoning **would result in an appropriate change**. The surrounding area provides a mix of good zoning transition of low residential development up to medium residential development and undeveloped areas as well. The undeveloped areas helps support the Naval Air Station Pensacola area, AIPD, and APZ's zones.

Attachments

Working Case File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GULF BEACH HWY
FUEL FARM RD
S BLUE ANGEL PKWY
WESTGATE CIR
BINNACLE PL
KEEL DR
BUOY DR
RAIL CIR
MIZZEN LN
DOWNHAUL DR
GARDEN RIDGE RD
LORIKEET LN
TERN LN
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TEAL WAY
NELLE AVE
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SANCHEZ LN
ALVIN DR
SEAWOOD DR
Z-2018-02
LOCATIONAL & WETLANDS MAP
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PRINCIPAL ARTERIAL
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LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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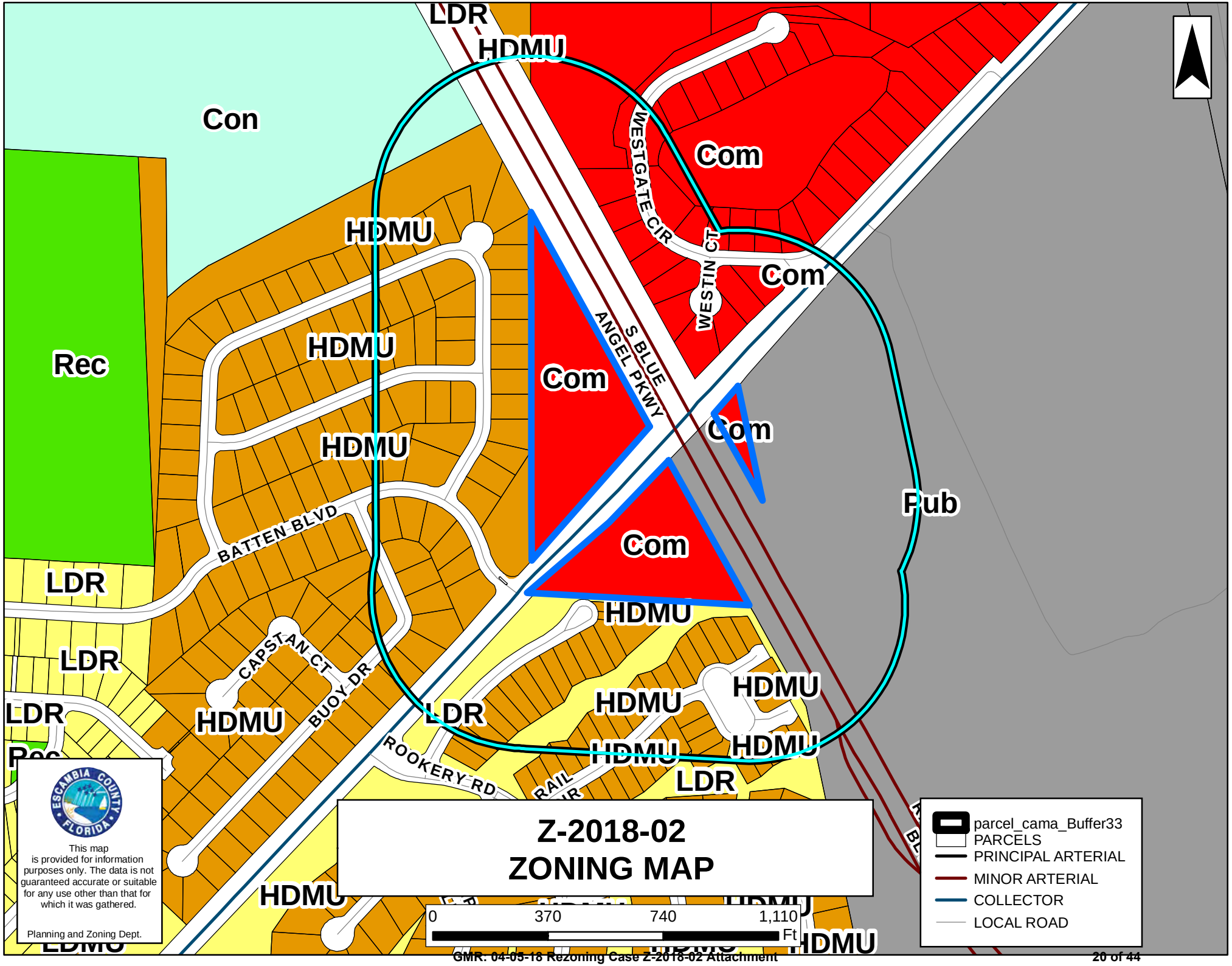
Planning and Zoning Dept.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Z-2018-02
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
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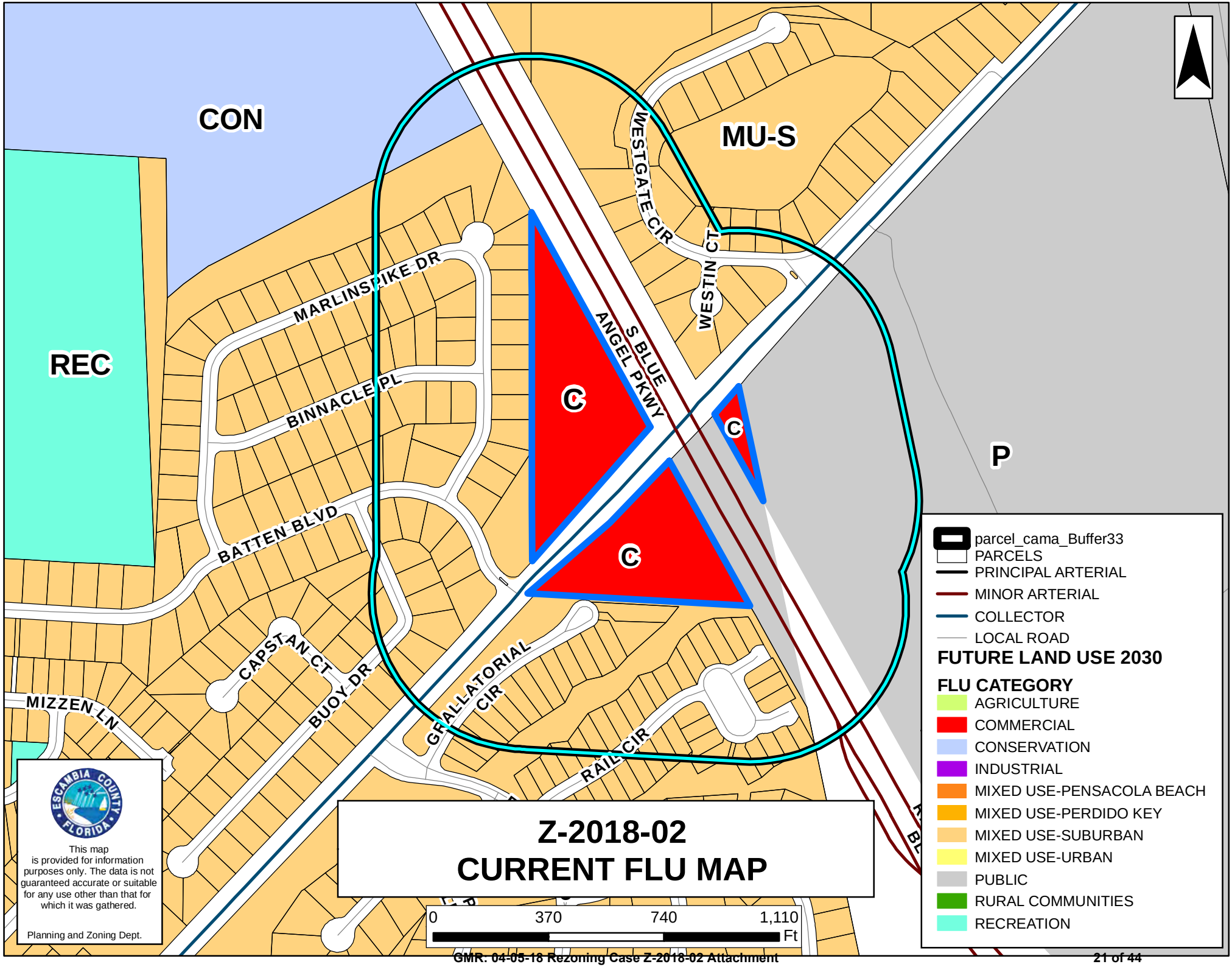
LOCAL ROAD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MARLINSPIKE DR
BINNACLE PL
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FUTURE LAND USE 2030
FLU CATEGORY
AGRICULTURE
COMMERCIAL
CONSERVATION
INDUSTRIAL
MIXED USE-PENSACOLA BEACH
MIXED USE-PERDIDO KEY
MIXED USE-SUBURBAN
MIXED USE-URBAN
PUBLIC
RURAL COMMUNITIES
RECREATION
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.
Z-2018-02
CURRENT FLU MAP
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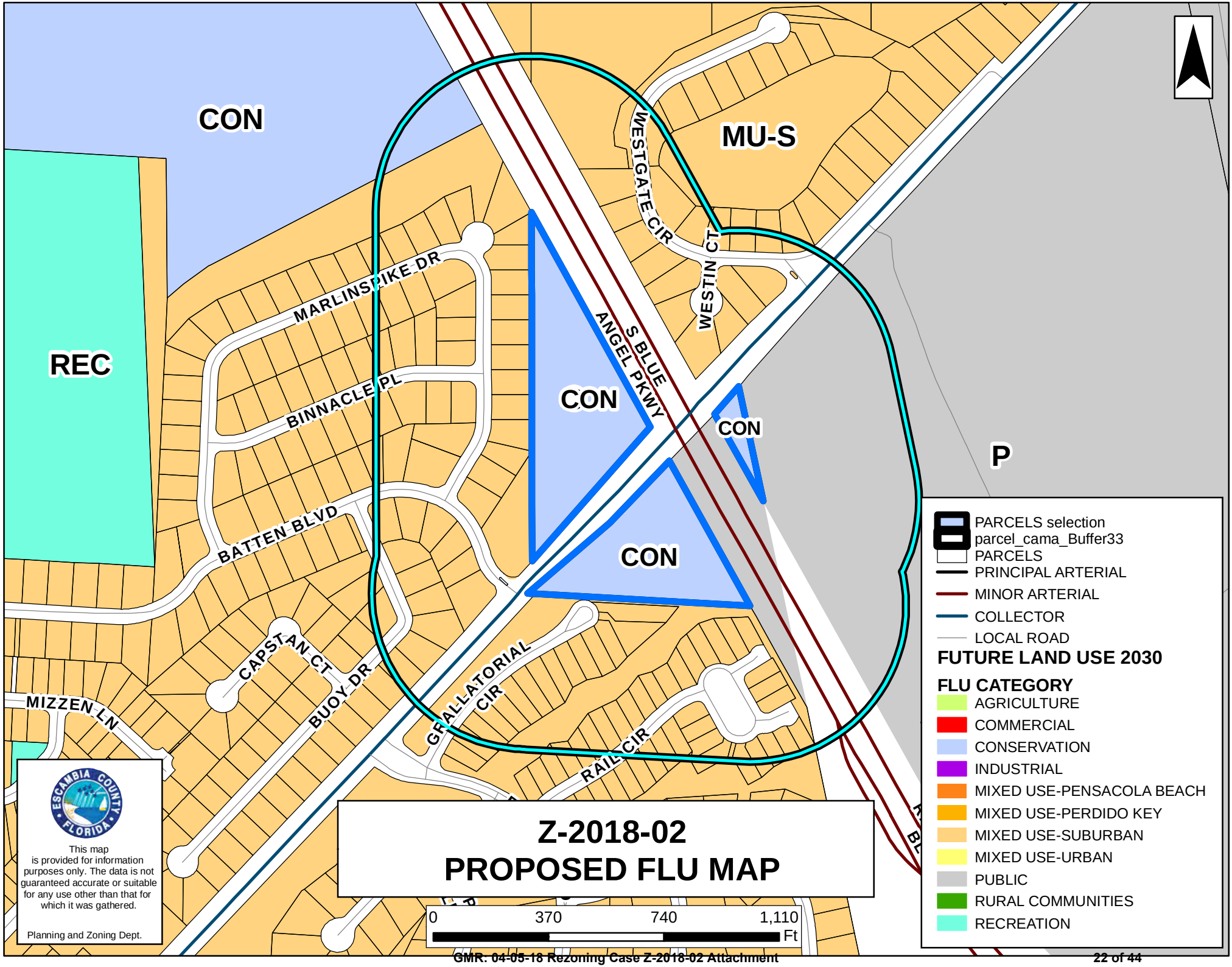
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MIXED USE-SUBURBAN
MIXED USE-URBAN
PUBLIC
RURAL COMMUNITIES
RECREATION
Z-2018-02
PROPOSED FLU MAP
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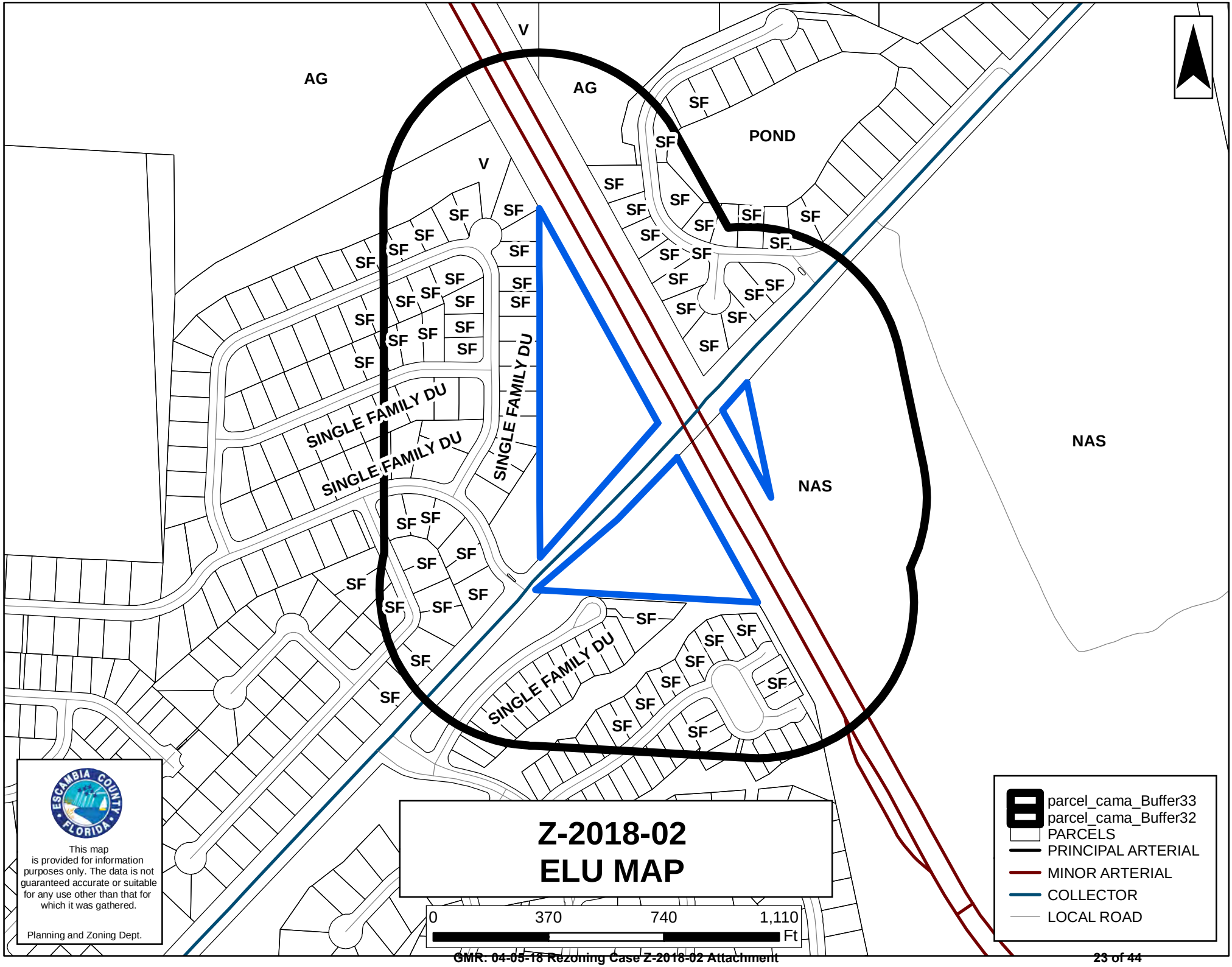
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.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This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.
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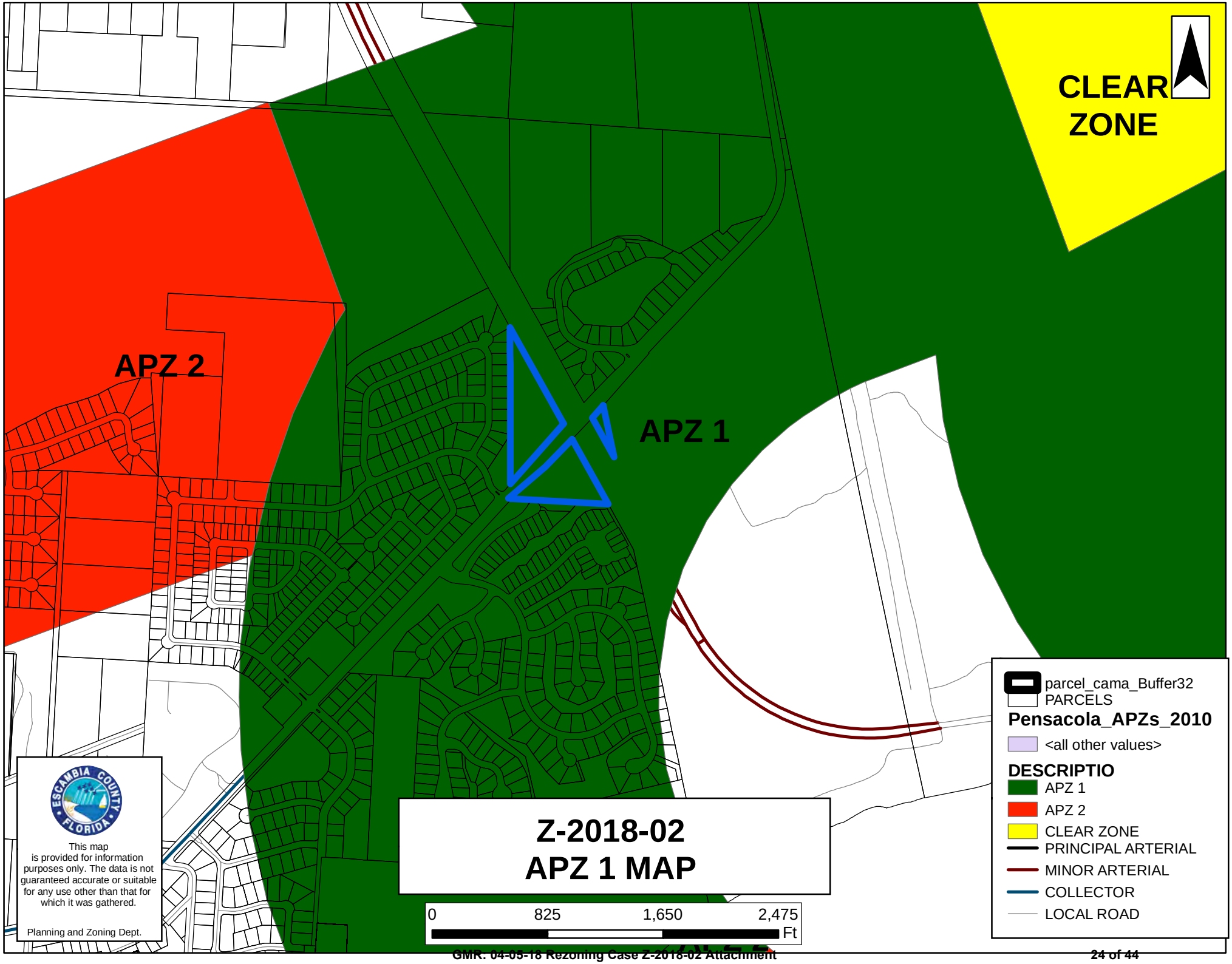
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


CLEAR ZONE
APZ 2
APZ 1
Z-2018-02
APZ 1 MAP
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This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.
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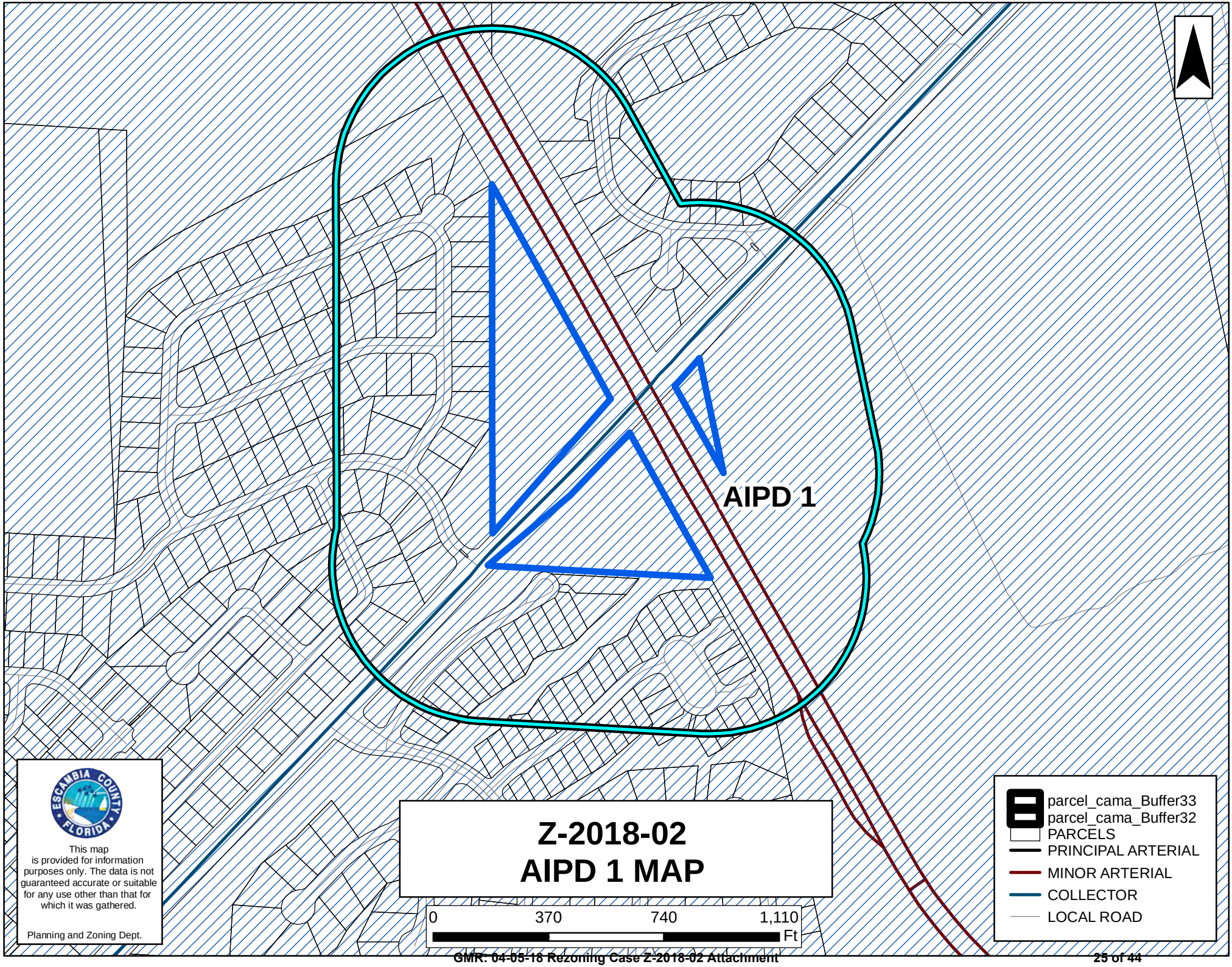
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.

Escambia County Planning and Zoning

Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2018-02 Accepted by: JCF PB Meeting: 3/6/18

1. **Contact Information:**

   A. Property Owner/Applicant: Escambia County Board of County Commissioners

   Mailing Address: 221 Palafox PL STE 420

   Business Phone: (850) 595-3475 Cell: _____

   Email: _____

   B. Authorized Agent (if applicable): _____

   Mailing Address: _____

   Business Phone: _____ Cell: _____

   Email: _____

   Note: *Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: 4100 BLOCK SOUTH BLUE ANGEL PKWY

   Parcel ID (s): 18-3S-31-1101-000-000

   _____

   _____

   B. Total acreage of the subject property: 8.955± __

   C. Existing Zoning: Com

   Proposed Zoning: CON__; explain why necessary and/or appropriate

   _____

   _____

   _____

   FLU Category: CURRENT "C", PROPOSED "CON" SSA-2018-02 PENDING

D. Is the subject property developed (if yes, explain): NO, IS CURRENTLY VACANT ESCAMBIA COUNTY PROPERTY

E. Sanitary Sewer: N\A Septic: N\A

3. Amendment Request

Approval conditions. The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

a. Consistent with Comprehensive Plan. The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

SEE STAFF FINDINGS

b. Consistent with zoning district provisions. The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

SEE STAFF FINDINGS

c. Compatible with surroundings. All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

SEE STAFF FINDINGS

d. Appropriate if spot zoning. Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

SEE STAFF FINDINGS

e. Appropriate with changed or changing conditions. If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

SEE STAFF FINDINGS

4. Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 18-3S-31-1101-000-000

Property Address: 4100 BLOCK SOUTH BLUE ANGEL PKWY

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS _____ DAY OF _____, YEAR OF_____ _____.

	ESCAMBIA COUNTY	2/13/18
Signature of Property Owner	Printed Name of Property Owner	Date
Signature of Property Owner	Printed Name of Property Owner	Date

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at _____ _____, Florida, property reference number(s)_____ _____ I hereby designate _____ _____ for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this _____day of_____ the year of,_____, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name:_____ Email:_____
Address:_____ Phone:_____

_____	_____	_____
Signature of Property Owner	Printed Name of Property Owner	Date
_____	_____	_____
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF _____COUNTY OF _____
The foregoing instrument was acknowledged before me this _____day of _____ 20 ___, by _____.
Personally Known □ OR Produced Identification□. Type of Identification Produced: _____

_____	_____
Signature of Notary	Printed Name of Notary

(Notary Seal)

5. Submittal Requirements

A. X Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. _____ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).

C. X Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. X Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

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

Signature of Owner/Agent	Printed Name Owner/Agent	Date
Signature of Owner	Printed Name of Owner	Date

STATE OF _____ COUNTY OF _____ The foregoing instrument was acknowledged before me this _____ day of _____ 20 ____, by _____.

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

Signature of Notary	Printed Name of Notary	(notary seal)

Recorded in Public Records 4/21/2017 3:00 PM OR Book 7699 Page 1261, Instrument #2017029344, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $2,618.00

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

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 21st day of April, 2017, by and between Charles S. Liberis, individually and as Trustee for the Charles S. Liberis Land Trust II under a Trust Agreement dated December 21, 1977, whose address is 212 West Intendencia Street, Pensacola, FL 32502 (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 Three Hundred, Seventy-Four Thousand Dollars ($374,000.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida (Property):

A part of Lot 1, Section 18, Township 3 South, Range 31 West, Escambia County, Florida, more particularly described as:

That part of said Lot 1 lying South of State Road 292 and West of Section 17 and an extension of the West boundary of said Section 17 to its intersection with the Southerly boundary of said State Road No. 292. Containing 5 acres, more or less.

Also: Commence at the Northwest corner of said Lot 1 and run in a Southerly direction along the West line of said Lot 1 a distance of 1,490.23 feet to a point which is the point of beginning. From said point of beginning continue in a Southerly direction along the West line of said Lot 1 a distance of 1,150.0 feet to a point on the Northerly boundary of State Road No. 292; thence run in a Northeasterly direction along the Northerly boundary of said State Road No. 292, a distance of 1,550.0 feet; thence run in a Westerly direction 1,059.65 feet to the Point of Beginning. Containing 14 acres, more or less.

Less and except property conveyed by Warranty Deed recorded in Official Records Book 3313, Page 70 of the public records of Escambia County, Florida.

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2017 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

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

Witness _____
Print Name Kaylan Walden

Witness _____
Print Name Sarah R. Villaverde

Charles S. Liberis, individually and as trustee for the Charles S. Liberis Land Trust II under a Trust Agreement dated December 21, 1977

STATE OF FLORIDA
COUNTY OF ESCAMBIA

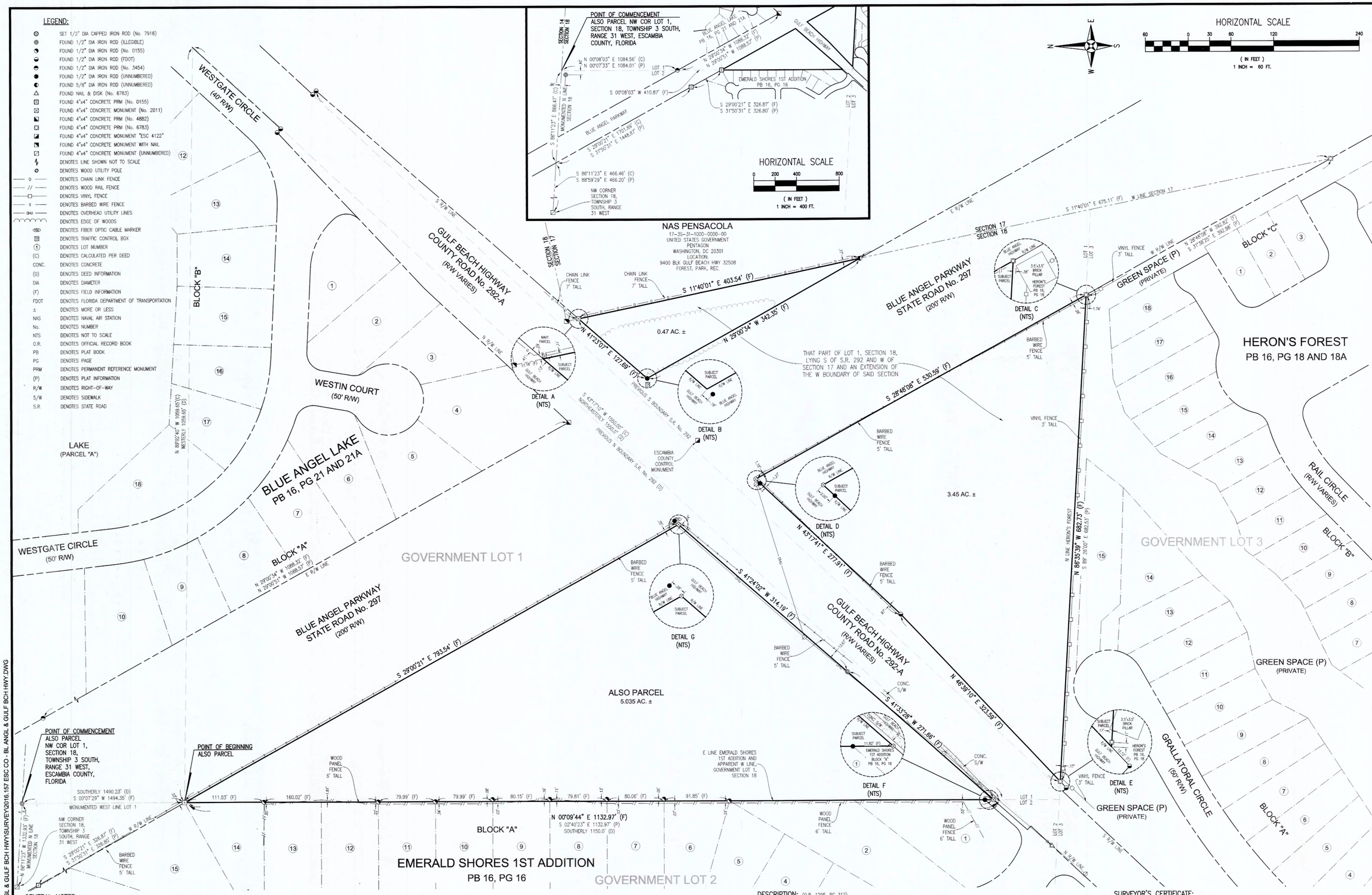
The foregoing instrument was sworn to, subscribed and acknowledged before me this 21st day of April, 2017, by Charles S. Liberis. He (✓) is personally known to me, or (_) produced current _____ as identification.

_____
Signature of Notary Public

Kaylan Walden
Printed Name of Notary Public

(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA
KAYLAN WALDEN
MY COMMISSION # FF 078542
EXPIRES: December 30, 2017
Bonded Thru Budget Notary Services



GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)–(2011)–(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL–TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK;COPY OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT OF WAY (R/W) MAP OF STATE ROAD 297 (BLUE ANGEL PARKWAY) SECTION NUMBER 48190–2502, SHEET 3 OF 6, DATED 5/23/77 WITH A REVISION DATE OF 5/28/92), COPY OF EMERALD SHORES 1ST ADDITION (PLAT BOOK 16, PAGE 16), COPY OF HERON'S FOREST (PLAT BOOK 16, PAGE 18), COPY OF BLUE ANGEL LAKE (PLAT BOOK 16, PAGE 21), COPY OF A BOUNDARY SURVEY OF N.A.S. PENSACOLA BY FRAZIER ENGINEERING (DATED 12/09/2011) DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
4. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0528G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
5. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
6. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS–OF–WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
7. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

DESCRIPTION: (O.R. 1295, PG 312)

A PART OF LOT 1, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS:

THAT PART OF SAID LOT 1 LYING SOUTH OF STATE ROAD 292 AND WEST OF SECTION 17 AND AN EXTENSION OF THE WEST BOUNDARY OF SAID SECTION 17 TO ITS INTERSECTION WITH THE SOUTHERLY BOUNDARY OF SAID STATE ROAD No. 292. CONTAINING 5 ACRES, MORE OR LESS.

ALSO; COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1 AND RUN IN A SOUTHERLY DIRECTION ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 1,490.23 FEET TO APOINT WHICH IS THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE IN A SOUTHERLY DIRECTION ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 1,150.0 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SATE ROAD No. 292; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHERLY BOUNDARY OF SAID STATE ROAD No. 292, A DISTANCE OF 1,550.0 FEET; THENCE RUN IN A WESTERLY DIRECTION 1,059.65 FEET TO THE POINT OF BEGINNING. CONTAINING 14 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HERON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17.050, 5J–17.051 AND 5J–17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: MARK A. NORRIS
FLORIDA REGISTRATION No. 6211

Nov. 21, 2016
DATE

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400 Fax 850.438.0448
EB 0000695 LB 7916

NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

840 BLUE ANGEL PARKWAY

A PORTION OF
SECTION: 18 TOWNSHIP: 3 SOUTH RANGE: 31 SOUTH
COUNTY: ESCAMBIA COUNTY STATE: FLORIDA

NO.	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT NO: 2016.157
DRAWN BY: DFS
CHK'D BY: MAN
SCALE: 1" = 60'
F.B.: 16-12; 16-15
PG.: 64-67, 71-73, 1
DATE: 10-19-2016

BOUNDARY SURVEY

PREPARED FOR: ESCAMBIA COUNTY PUBLIC WORKS
REQUESTED BY: MS. KARA JOHNSON

1 of 1

This drawing is the property of Rebol-Battle & Associates, and may not be reproduced without written permission.

P:\2016\2016.157 ESC CO - BL ANGL & GULF BCH HWY\SURVEY\2016.157 ESC CO - BL ANGL & GULF BCH HWY.DWG

From:	Shannon D Pugh
To:	whoynacki@escpa.org
Cc:	John C. Fisher
Subject:	Address Change Request
Date:	Tuesday, February 13, 2018 4:01:21 PM

Good Afternoon,

Please change the site address of the parcel with the reference number 18-3S-31-1101-000-000 to **4100 BLK S BLUE ANGEL PKWY**.

Thanks Bill!

Shannon Pugh
GIS Analyst
GIS Division, Escambia County Florida
(850) 595-3034

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **John C. Fisher, Senior Planner**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

THRU: **David Forte, Manager**
Transportation & Traffic Operations Division

DATE: **February 20, 2018**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2018-02**

TTO Staff has reviewed the Rezoning Case (Z)-2018-02 (4100 Block of South Blue Angel Parkway near the Gulf Beach Highway intersection) agenda item for the Planning Board meeting scheduled for March 6, 2018. Please see the below comments.

There is an ongoing FDOT 4-lane widening design project on Blue Angel Parkway (SR 173) between Sorrento Road and US 98. There is also an ongoing intersection improvement project on Gulf Beach Highway with signalization Sunset Avenue and Patton Drive. The design on the intersection project is complete however, the construction is on hold until the FDOT CR292A Bridge Replacement project is complete. The Blue Angel Highway project is funded by FDOT. The Gulf Beach Highway project is funded through a cost sharing program between the County and FDOT. There is also a Roadway ROW project on Blue Angel Parkway programmed in the County's FY 2018 Capital Improvement Program.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Blue Angel Parkway is classified as a Minor Arterial with a Maximum LOS of D and a corresponding daily volume of 17,700 near Gulf Beach Highway. Gulf Beach Highway is classified as an Urban Collector with a Maximum LOS of D with a corresponding maximum daily volume of 17,700 vehicles. Daily traffic Counts for 2016 show a daily volume on Blue Angel Parkway of 10,600 vehicles and on Gulf Beach Highway of 5,900 vehicles.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

From:	Opalenik, Stephen J CIV NAVFAC SE, PWD Pensacola
To:	John C. Fisher
Cc:	David V. Forte; Terri V. Malone
Subject:	RE: rezoning case and Small Scale Map Amen
Date:	Friday, February 16, 2018 5:06:52 PM

John,

NASP Pensacola response:

Z/SSA-2018-01: Located in AIPD 2 and Noise Zone 1 (less than 65 db). For AIPD 2, NAS Pensacola defers to existing densities and lot sizes per the Escambia County Land Development Code. NAS Pensacola has no issues with the rezoning and small scale FLU amendment.

Z/SSA-2018-02: Located in AIPD 1 and Noise Level 3 (more than 75 db). For this property, NAS Pensacola finds limited compatible uses per the 2010 Air Installation Compatible Use Zone (AICUZ) guidance. Current zoning of "Commercial" is not only incompatible with AICUZ, but also poses concerns for Anti-Terrorism/Force Protection due to its proximity to the NAS Pensacola perimeter boundary and West Gate access area. Rezoning to "Conservation" will further restrict incompatible land use, density and security. NAS Pensacola fully supports the rezoning and small scale FLU amendment.

Please let me know if you have further questions.

Thanks, Steve
Community Planning & Liaison Officer
NAVFAC SE - NAS Pensacola
Office: 850-452-8715
Cell: 850-619-5079
DSN: 459-8715

-----Original Message-----
From: John C. Fisher [mailto:JCFISHER@myescambia.com]
Sent: Wednesday, February 14, 2018 10:56 AM
To: Terri V. Malone; Opalenik, Stephen J CIV NAVFAC SE, PWD Pensacola
Cc: David V. Forte
Subject: [Non-DoD Source] rezoning case and Small Scale Map Amen

Please review and comment on

Rezoning Z-2018-01 and Z-2018-02

Small Scale FLU Change SSA-2018-01 and SSA-2018-02

The 2018-01 projects are the same location and the 2018-02 are the same project same location.

These are from D2 at last minute thing sorry for the rush.

John C Fisher

Senior Planner

Development Services Department

3363 West Park Place

Pensacola, FL 32505

850-595-4651

Florida has a very broad public records law. Under Florida's law, both the contents 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.

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3 6 18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-02

_____ In Favor _____ Against

?

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

Z-2018-02

Z 2018 -01

*Name: Carole Tebay

*Address: 4060 Indigo Dr *City, State, Zip: Pensacola FL 32507

Email Address: tebaycbellsouth.net Phone: 492-3049

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

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ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3-6-18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-01 & Z-2018-02 **OR**

Regular Planning Board Meeting

Agenda Item Number/Description: A.B. 01

_____ In Favor _____ Against

*Name: Larry Downs Jr.

*Address: 12156 Hawkswood *City, State, Zip: 32506

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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ESCAMBIA COUNTY, FLORIDA

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(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3-6-18

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-02

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Jeanine Avant, Herons Forest POA President

*Address: 10116 Bittern Dr *City, State, Zip: Pensacola, FL 32507

Email Address: avant-jeanine@msn.com Phone: 850 530 1128

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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01/2016

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ESCAMBIA COUNTY, FLORIDA

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(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3-6-18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-01/02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: David Donnelly

*Address: 9685 Grallatorial Circle *City, State, Zip: Pensacola, FL, 32507

Email Address: Logic34@Cox.net Phone: (850) 291-5486

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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ESCAMBIA COUNTY, FLORIDA

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www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3/6/18

Rezoning Quasi-judicial Hearing
Rezoning Case #: A-B-C-E

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Diane Downs

*Address: 5840 Muldoon Rd *City, State, Zip: Pensacola, FL 32526

Email Address: Tdowns1211@aol.com Phone: 850-455-4160

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3-6-18

Rezoning Quasi-judicial Hearing
Rezoning Case #: E+A+B+C

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor _____ Against

*Name: Michael Bearden

*Address: 12156 *City, State, Zip: Pensacola

Email Address: Mpbear47@gmail.com Phone: 360-525-0086

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☐ Sign

Please indicate if you:
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13823 **Growth Management Report 10. 6.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 04/05/2018
Issue: 5:48 p.m. - Amendment to the Official Zoning Map
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:48 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on March 6, 2018, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2018-02 was heard by the Planning Board on March 6, 2018. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning case.

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

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

Attachments

Draft Ordinance

ORDINANCE NUMBER 2018-_____

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

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

Section 1. Purpose and Intent.

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

Case No.:	**Z-2018-02**
Address:	4100 Block South Blue Angel Parkway
Property Reference No.:	18-3S-31-1101-000-000
Property Size:	8.955 (+/-) acres
From:	Com, Commercial district (25 du/acre)
To:	Con, Conservation district (du density limited to vested development)
FLU Category:	Con, Conservation

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

DRAFT

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13836 **Growth Management Report 10. 7.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 04/05/2018
Issue: 5:49 p.m. - A Public hearing Concerning the Review of an Ordinance Amending OBJ CIE 1.2.5 and FLU 1.5.2 in the 2030 Comprehensive Plan
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending OBJ CIE 1.2.5 and FLU 1.5.2 in the 2030 Comprehensive Plan

That the Board of County Commissioners (BCC) review and transmit, to the Department of Economic Opportunity (DEO), an Ordinance amending the 2030 Comprehensive Plan, to remove date and year specific references to the Florida-Alabama Transportation Improvement Program, under section OBJ CIE 1.2.5., and to delete in its entirety, section FLU 1.5.2, Compact Development and Maximum Densities and Intensities.

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

BACKGROUND:

Pursuant to Section 125.68(1)(b), Florida Statutes, the BCC has determined that due to the frequency of the updates incorporation of the Florida-Alabama Transportation Planning Organization 5-Year Transportation Improvement Program codification and publication of the updates is not reasonable. Adoption of the TIP and School District Work Plan documents occurs annually. Removing the adoption and date specific information of the document, from the Comprehensive Plan, will continue to fulfill the goals and objectives of the Comprehensive Plan, the intent of the Land Development Code and will negate the requirement for an annual Comprehensive Plan Text Amendment to update that specific data.

The Board of County Commissioners had previously adopted Ordinance 2015-45, on October 15, 2015, removing the minimum residential densities from all Future Land Use categories. Once the ordinance was adopted, the intent of FLU 1.5.2, no

longer applies, as the FLU categories of MU-S and MU-U have the same density allowances.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

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

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

Attachments

Draft Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA 2018-01

Date: 1-29-2018

Date requested back by: _____

Requested by: Juan Lemos

Phone Number: 850-595-4651

(LEGAL USE ONLY)

Legal Review by CM Crawford

Date Received: 2/14/18

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY 2030 COMPREHENSIVE PLAN, AS AMENDED; AMENDING OBJ CIE 1.2.5, INCORPORATION OF FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION 5-YEAR TRANSPORTATION IMPROVEMENT PROGRAM, TO REMOVE REFERENCE TO FISCAL YEAR 2016-2020 AND TO REMOVE REFERENCE TO JUNE 10, 2015; DELETING FLU 1.2.5, COMPACT DEVELOPMENT AND MAXIMUM DENSITIES AND INTENSITIES, IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, pursuant to Section 125.68(1)(b), Florida Statutes, the Board of County Commissioners has determined that due to the frequency of the updates incorporation of the Florida-Alabama Transportation Planning Organization 5-Year Transportation Improvement Program codification and publication of the updates is not reasonable; and

WHEREAS, the Board of County Commissioners had previously adopted Ordinance 2015-45, on 15 October 2015 removing the minimum residential densities from all Future Land Use categories;

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

Section 1. Purpose and Intent

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

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan Amendment shall be entitled- “CPA 2018-01.”

Section 3. Amendment to OBJ CIE 1.2.5

OBJ CIE 1.2.5 is hereby amended as follows: (deletions shown as ~~strike-thru~~; additions are underlined)

~~OBJ~~ CIE 1.2.5 Incorporation of Florida-Alabama Transportation Planning Organization 5-Year Transportation Improvement Program. The County hereby incorporates by reference the Florida-Alabama Transportation Planning Organization (TPO)~~, Fiscal Year 2016-2020~~ Transportation Improvement Program (TIP), as adopted ~~June 10, 2015~~. The TIP provides a project listing that reflects the needs and desires of the TPO Study Area. The TIP is a 5-Year plan for transportation improvements within the TPO Study Area that contains information about the type of work to be completed, project phasing, estimated costs, and funding sources. The TIP is developed by the FL-AL TPO in cooperation with the Florida Department of Transportation (FDOT), the Alabama Department of Transportation (ALDOT), and the respective local governments within the TPO region.

Section 4. Amendment to FLU 1.5.2

FLU 1.5.2 is hereby amended as follows: (deletions shown as ~~strike-thru~~; additions are underlined)

~~FLU 1.5.2 **Compact Development and Maximum Densities and Intensities.** To ensure that developments are designed to be compact and to accommodate travel mode choice-especially for short, local trips-the County will require minimum densities in the MU-S Future Land Use category and encourage the maximum densities and intensities in the MU-U Future Land Use category~~.

INTENTIONALLY LEFT BLANK

DRAFT

Section 5. Effective Date.

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

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

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13837 **Growth Management Report 10. 8.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 04/05/2018
Issue: 5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Zoning Regulations
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Zoning Regulations

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 3, Section 3-2.10 Commercial District, to add drive-through restaurant as a conditional use.

BACKGROUND:
Upon review of the previous LDC, staff found that under the old C-1 zoning designation, restaurants with drive-through services located within 200 feet of any low density residential district, could request a conditional use to operate. This ordinance will provide the same allowance under the current Commercial zoning designation.

BUDGETARY IMPACT:
No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:
The attached Ordinance has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:
No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

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

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

Attachments

Draft Ordinance
Clean Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: DRIVE-THROUGH Commercial CU

Date: 2/5/18

Date requested back by: 2/5/18

Requested by: JC Lemos

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by M. Crawford

Date Received: 2/5/18

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

legally sufficient

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ZONING REGULATIONS, SECTION 3-2.10 COMMERCIAL DISTRICT (COM), TO ESTABLISH RESTAURANTS NOT OTHERWISE AMONG THE PERMITTED USES OF THE DISTRICT AS A CONDITIONAL USE IN THE COMMERCIAL ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Board further finds that, since the April 16, 2015, adoption of the Code with its consolidated mainland zoning districts, amendments to the authorized residential uses of those districts and related Code provisions are necessary and beneficial;

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, Section 3-2.10 Commercial district (Com)., is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-2.10 Commercial district (Com).

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA may conditionally allow the following uses within the Commercial district:

(1) Residential.

a. Group living not among the permitted uses of the district.

b. Home occupations with non-resident employees.

(2) Retail sales.

a. Boat sales, new and used.

b. Automobile sales, used autos only, excluding parcels fronting on any of the following streets: Sorrento Road/Gulf Beach Highway/Barrancas Avenue (SR 292); Blue Angel Parkway (SR 173); Pine Forest Road, south from Interstate 10 to State Road 173; Navy Boulevard (SR 295 and US 98); and Scenic Highway

(SR 10A and US 90). Additionally, the parcel shall be no larger than one acre and provided with a permanent fence, wall, or other structural barrier of sufficient height and mass along all road frontage to prevent encroachment into the right-of way other that through approved site access.

c. Automobile rental limited to the same restrictions as used automobile sales.

d. Utility trailer, heavy truck (gross vehicle weight rating more than 8500 lbs), and recreational vehicle sales, rental, or service limited to the same restrictions as used automobile sales.

(3) Retail services.

a. Restaurants not among the permitted uses of the district.

b. Service and repair of motor vehicles, small scale (gross floor area 6000 sq. ft. or less per lot), excluding painting and body work and outdoor work and storage.

(4) Public and civic.

a. Cemeteries, including family cemeteries.

b. Clubs, civic and fraternal.

c. Cinerators.

d. Homeless shelters.

(5) Recreation and entertainment.

a. Bars and nightclubs.

b. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.

c. Parks with permanent restrooms or outdoor event lighting.

(6) Industrial and related.

(a) 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 and regulations in Part III, the Land Development Code, chapter 4. *Borrow pits are prohibited on land zoned GMD prior to the adoption of the Commercial (Com) zoning.

(b) Microbreweries, microdistilleries, microwineries.

(7) Agricultural and related. Horses or other domesticated *equines* kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.

(8) Other uses.

a. Outdoor sales not among the permitted uses of the district.

b. Outdoor storage not among the permitted uses of the district, including outdoor storage of trailered boats and operable recreational vehicles, but no

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repair, overhaul, or salvage activities. All such storage shall be screened from residential uses and maintained to avoid nuisance conditions.

c. Self-storage facilities, including vehicle rental as an accessory use.

d. Structures of permitted uses exceeding the district structure height limit.

Section 2. Severability.

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

Section 3. Inclusion in Code. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2016); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

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ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ZONING REGULATIONS, SECTION 3-2.10 COMMERCIAL DISTRICT (COM), TO ESTABLISH RESTAURANTS NOT OTHERWISE AMONG THE PERMITTED USES OF THE DISTRICT AS A CONDITIONAL USE IN THE COMMERCIAL ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Board further finds that, since the April 16, 2015, adoption of the Code with its consolidated mainland zoning districts, amendments to the authorized residential uses of those districts and related Code provisions are necessary and beneficial;

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, Section 3-2.10 Commercial district (Com)., is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-2.10 Commercial district (Com).

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA may conditionally allow the following uses within the Commercial district:

(1) Residential.

a. Group living not among the permitted uses of the district.

b. Home occupations with non-resident employees.

(2) Retail sales.

a. Boat sales, new and used.

b. Automobile sales, used autos only, excluding parcels fronting on any of the following streets: Sorrento Road/Gulf Beach Highway/Barrancas Avenue (SR 292); Blue Angel Parkway (SR 173); Pine Forest Road, south from Interstate 10 to State Road 173; Navy Boulevard (SR 295 and US 98); and Scenic Highway (SR 10A and US 90). Additionally, the parcel shall be no larger than one acre and provided with a permanent fence, wall, or other structural barrier of sufficient

height and mass along all road frontage to prevent encroachment into the right-of way other that through approved site access.

c. Automobile rental limited to the same restrictions as used automobile sales.

d. Utility trailer, heavy truck (gross vehicle weight rating more than 8500 lbs), and recreational vehicle sales, rental, or service limited to the same restrictions as used automobile sales.

(3) Retail services.

a. Restaurants not among the permitted uses of the district.

b. Service and repair of motor vehicles, small scale (gross floor area 6000 sq. ft. or less per lot), excluding painting and body work and outdoor work and storage.

(4) Public and civic.

a. Cemeteries, including family cemeteries.

b. Clubs, civic and fraternal.

c. Cinerators.

d. Homeless shelters.

(5) Recreation and entertainment.

a. Bars and nightclubs.

b. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.

c. Parks with permanent restrooms or outdoor event lighting.

(6) Industrial and related.

(a) 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 and regulations in Part III, the Land Development Code, chapter 4. *Borrow pits are prohibited on land zoned GMD prior to the adoption of the Commercial (Com) zoning.

(b) Microbreweries, microdistilleries, microwineries.

(7) Agricultural and related. Horses or other domesticated *equines* kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.

(8) Other uses.

a. Outdoor sales not among the permitted uses of the district.

b. Outdoor storage not among the permitted uses of the district, including outdoor storage of trailered boats and operable recreational vehicles, but no repair, overhaul, or salvage activities. All such storage shall be screened from residential uses and maintained to avoid nuisance conditions.

c. Self-storage facilities, including vehicle rental as an accessory use.

d. Structures of permitted uses exceeding the district structure height limit.

Section 2. **Severability.**

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

Section 3. **Inclusion in Code.** It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2016); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. **Effective Date.**

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13843 **Growth Management Report 10. 9.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 04/05/2018
Issue: 5:51 p.m. - A Public Hearing Concerning the Review of Ordinances Regarding Mobile Homes in MDR and HDR Zoning Districts
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:51 p.m. - A Public Hearing Concerning the Review of Ordinances Regarding Mobile Homes in MDR and HDR Zoning Districts

That the Board of County Commissioners (BCC) review and adopt one of the following Ordinances regarding Mobile Homes in MDR and HDR zoning districts. On March 6, 2018, the Planning Board reviewed the three options below and recommended option C for approval by the BCC:

A. To establish criteria under which a mobile home may be authorized as a Conditional Use within MDR and HDR zoning districts;

OR

B. To include language to allow mobile homes as permitted uses within the MDR and HDR zoning districts;

OR

C. To establish a Special-Use rezoning process, including criteria for the review and process of an application, to allow for the placing of a mobile home in MDR and HDR zoning district.

BACKGROUND:

On February 1, 2018, the BCC made a motion to remand a rezoning case to the Planning Board and provided further guidance, for the Planning Board, to consider three options for mobile homes in MDR and HDR zoning districts.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinances has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

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

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

Attachments

Draft Ordinance - Option A
Draft Ordinance - Option B
Draft Ordinance - Option C

ORDINANCE NUMBER 2018-_____

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 3, MAINLAND DISTRICTS, SECTION 3-2.7 MEDIUM DENSITY RESIDENTIAL (MDR) AND AMENDING SECTION 3-2.8 HIGH DENSITY RESIDENTIAL (HDR) TO ESTABLISH CRITERIA UNDER WHICH MOBILE HOMES MAY BE AUTHORIZED AS A CONDITIONAL USE WITHIN THESE ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners has established regulations for the conditional use process in Chapter 2, the BOA may conditionally allow certain uses within the different zoning districts; and

WHEREAS, the Escambia County Board of County Commissioners finds that amendments to the Code are necessary and beneficial to the health, safety, and welfare of the community to establish conditions that allow mobile homes/manufactured homes as a conditional use within the MDR and HDR zoning districts.

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 2, Mainland districts, Section 3-2.7 Medium Density Residential is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-2.7 Medium density residential district (MDR)

(a) Purpose. The Medium Density Residential (MDR) district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district.

Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that -are compatible with suburban and urban residential neighborhoods.

(b) Permitted uses. Permitted uses within the MDR district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes only within manufactured home parks or subdivisions. No new or expanded manufactured home parks, and new or expanded manufactured home subdivisions only on land zoned V-4 prior to adoption of MDR zoning.

b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots one acre or larger. Attached single-family dwellings and zero lot line subdivisions only on land zoned R-3 or V-4 prior to adoption of MDR zoning.

c. Two-family dwellings only on land zoned R-3 or V-4 prior to adoption of MDR zoning, and multi-family dwellings up to four units per dwelling (quadruplex) only on land zoned V-4 prior to MDR zoning.

See also conditional uses in this district.

(2) Retail sales. No retail sales.

(3) Retail services. No retail services. See conditional uses in this district.

(4) Public and civic. Public utility structures, excluding telecommunications towers. See also conditional uses in this district.

(5) Recreation and entertainment.

a. Marinas, private.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. No industrial or related uses.

(7) Agricultural and related. Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals. See also conditional uses in this district.

(8) Other uses. [reserved]

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA may conditionally allow the following uses within the MDR district:

(1) Residential.

a. Accessory dwellings on lots less than one acre.

b. <u>Manufactured (mobile) homes shall meet all of the following criteria</u>

<u>1.Use must be located on a conforming lot or lot of record.</u>

2. Minimum parcel size is one acre.
3. Only one mobile home allowed per parcel.
4. Parcel may not be subdivided.
5. Parcel may not be located within a platted subdivision.
6. Parcel may not be located within the Mid-West Escambia County Sector Plan.
7. Use may not otherwise be prohibited by any overlay district.
8. Use must compatible with existing uses in the surrounding area and result in a logical and orderly development pattern.
9. Use may not be located in a FEMA designated Special Flood Hazard Area.

c. Group living, excluding residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

d. Home occupations with non-resident employees.

e. Townhouses not among the permitted uses of the district.

(2) Retail services. Boarding and rooming houses.

(3) Public and civic.

a. Clubs, civic and fraternal.

b. Educational facilities, excluding preschools or kindergartens independent of other elementary grades.

c. Emergency service facilities, including law enforcement, firefighting, and medical assistance.

d. Offices for government agencies or public utilities, small scale (gross floor area 6,000 square feet or less per lot).

e. Places of worship.

f. Public utility structures exceeding the district structure height limit, excluding telecommunications towers.

(4) Recreation and entertainment.

a. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.

b. Parks with permanent restrooms or outdoor event lighting.

(5) Agricultural and related*.* Horses or other domesticated equines kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.

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,

Section 3-2.8, High Density Residential, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

(a) Purpose. The high density residential (HDR) district establishes appropriate areas and land use regulations for residential uses at high densities within urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density and diversity than the medium density residential district. Residential uses within the HDR district include most forms of single-family, two-family and multifamily dwellings. Nonresidential uses within the district are limited to those that are compatible with urban residential neighborhoods.

(b) Permitted uses. Permitted uses within the HDR district are limited to the following:

(1) Residential.

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

b. Manufactured (mobile) homes only within existing manufactured home parks or subdivisions. No new or expanded manufactured home parks or subdivisions.

c. Single-family dwellings (other than manufactured homes), attached or detached, including townhouses and zero lot line subdivisions.

d. Two-family and multifamily dwellings. See also conditional uses in this district.

(2) Retail sales. No retail sales, except as conditional uses in this district.

(3) Retail services.

a. Boarding and rooming houses.

b. Child care facilities.

See also conditional uses in this district.

(4) Public and civic. Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.

(5) Recreation and entertainment.

a. Marina, private.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. No industrial or related uses.

(7) Agricultural and related. Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals. See also conditional uses in this district.

(8) Other uses. [Reserved.]

(c) Conditional uses. Through the conditional use process prescribed in chapter 2, the BOA may conditionally allow the following uses within the HDR district:

(1) Residential.

a. Dormitories.
b. Fraternity or sorority houses.
c. Home occupations with nonresident employees.
d. Manufactured (mobile)homes shall meet all of the following criteria:

1. Use must be located on a conforming lot or lot of record.
2. Minimum parcel size is one acre.
3. Only one mobile home is allowed per parcel.
4. Parcel may not be subdivided.
5. Parcel may not be located within a platted subdivision.
6. Parcel may not be located within the Mid-West Escambia County Sector Plan.
7. Use may not otherwise be prohibited by any overlay district.
8. Use must compatible with existing uses in the surrounding area and result in a logical and orderly development pattern.
9. Use may not be located in a FEMA designated Special Flood Hazard Area.

(2) Retail sales. Retail sales only within a predominantly residential multi-story building.

(3) Retail services. Retail services only within a predominantly residential multi-story building.

(4) Public and civic.

a. Clubs, civic and fraternal.
b. Educational facilities, excluding preschools or kindergartens independent of other elementary grades.
c. Emergency service facilities, including law enforcement, firefighting, and medical assistance.
d. Hospitals.
e. Offices for government agencies or public utilities, small scale (gross floor area 6,000 square feet or less per lot).
f. Places of worship.
g. Public utility structures exceeding the district structure height limit, excluding telecommunications towers.

(5) Recreation and entertainment.

a. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.
b. Parks with permanent restrooms or outdoor event lighting.

(6) Agricultural and related. Horses or other domesticated equines kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.

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 (2017); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Effective Date.

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

ORDINANCE NUMBER 2018-_____

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 3, MAINLAND DISTRICTS, SECTION 3-2.7 MEDIUM DENSITY RESIDENTIAL (MDR) AND AMENDING SECTION 3-2.8 HIGH DENSITY RESIDENTIAL (HDR) TO ALLOW MOBILE HOMES AS A PERMITTED USE AND ESTABLISHING CRITERIA FOR THE USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners has established regulations for the conditional use process in Chapter 2, the BOA may conditionally allow certain uses within the different zoning districts; and

WHEREAS, the Escambia County Board of County Commissioners finds that amendments to the Code are necessary and beneficial to the health, safety, and welfare of the community to establish conditions that allow mobile homes/manufactured homes as a conditional use within the MDR and HDR zoning districts.

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 2, Mainland districts, Section 3-2.7 Medium Density Residential is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-2.7 Medium density residential district (MDR)

(a) Purpose. The Medium Density Residential (MDR) district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family

dwellings. The district allows non-residential uses that -are compatible with suburban and urban residential neighborhoods.

(b) Permitted uses. Permitted uses within the MDR district are limited to the following:

(1) Residential.

a. ~~Manufactured (mobile) homes only within manufactured home parks or subdivisions. No new or expanded manufactured home parks, and new or expanded manufactured home subdivisions only on land zoned V-4 prior to adoption of MDR zoning~~. Manufactured (mobile) homes complying with all the following criteria:

1. Use must be located on a conforming lot or lot of record.

2. Minimum parcel size is one acre.

3. Only one mobile home allowed per parcel.

4. Parcel may not be subdivided.

5. Parcel may not be located within a platted subdivision.

6. Parcel may not be located within the Mid-West Escambia County Sector Plan.

7. Use may not otherwise be prohibited by any overlay district.

8. Use may not be located in a FEMA designated Special Flood Hazard Area.

b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots one acre or larger. Attached single-family dwellings and zero lot line subdivisions only on land zoned R-3 or V-4 prior to adoption of MDR zoning.

c. Two-family dwellings only on land zoned R-3 or V-4 prior to adoption of MDR zoning, and multi-family dwellings up to four units per dwelling (quadruplex) only on land zoned V-4 prior to MDR zoning.

See also conditional uses in this district.

(2) Retail sales. No retail sales.

(3) Retail services. No retail services. See conditional uses in this district.

(4) Public and civic. Public utility structures, excluding telecommunications towers. See also conditional uses in this district.

(5) Recreation and entertainment.

a. Marinas, private.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. No industrial or related uses.

(7) Agricultural and related. Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals. See also conditional uses in this district.

(8) Other uses. [Reserved]

(d) Site and building requirements. The following site and building requirements apply to uses within the MDR district:

(1) Density. A maximum density of 10 dwelling units per acre regardless of the future land use category.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the MU-S future land use category and 2.0 within MU-U.

(3) Structure height. A maximum structure height of 45 feet. See height definition.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:

a. Single-family detached. Fifty feet at the street right-of-way for single-family detached dwellings.

b. Two-family. Eighty feet at the street right-of-way or two-family dwellings.

c. Multi-family and other. Eighty feet at the street right-of-way for townhouse groups and boarding or rooming houses. No minimum lot width required by zoning for other uses.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty feet in the front and rear. Manufactured (mobile) homes must have forty feet in the front.

b. Sides. Ten feet on each side of a group of attached townhouses. On each side of all other structures, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

c. Corner lots. Will have one front setback and one side setback.

(8) Other requirements.

a**. Stables.** Stables shall be at least 50 feet from any property line and at least 130 feet from any residential dwelling on the property of another landowner.

b. **Chapters 4 and 5.** Refer to chapters 4 and 5 for additional development regulations and standards.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 2, Mainland districts, Section 3-2.8, High Density Residential, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

(a) Purpose. The high density residential (HDR) district establishes appropriate areas and land use regulations for residential uses at high densities within urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density and diversity than the medium density residential district. Residential uses within the HDR district include most forms of single-family, two-family and multifamily dwellings. Nonresidential uses within the district are limited to those that are compatible with urban residential neighborhoods.

(b) Permitted uses. Permitted uses within the HDR district are limited to the following:

(1) Residential.

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

b. ~~Manufactured (mobile) homes only within existing manufactured home parks or subdivisions. No new or expanded manufactured home parks or subdivisions.~~ Manufactured(mobile) homes shall meet all of the following criteria

1. Use must be located on a conforming lot or lot of record.

2. Minimum parcel size is one acre.

3. Only one mobile home allowed per parcel.

4. Parcel may not be subdivided.

5. Parcel may not be located within a platted subdivision.

6. Parcel may not be located within the Mid-West Escambia County Sector Plan.

7. Use may not otherwise be prohibited by any overlay district.

8. Use may not be located in a FEMA designated Special Flood Hazard Area.

c. Single-family dwellings (other than manufactured homes), attached or detached, including townhouses and zero lot line subdivisions.

d. Two-family and multi-family dwellings.

See also conditional uses in this district.

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(2) Retail sales. No retail sales, except as conditional uses in this district.

(3) Retail services.

a. Boarding and rooming houses.

b. Child care facilities.

See also conditional uses in this district.

(4) Public and civic. Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.

(5) Recreation and entertainment.

a. Marina, private.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. No industrial or related uses.

(7) Agricultural and related. Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals. See also conditional uses in this district.

(8) Other uses. [Reserved].

(d) Site and building requirements. The following site and building requirements apply to uses within the HDR district:

(1) Density. A maximum density of 18 dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 2.0 for all uses.

(3) Structure height. A maximum structure height of 120 feet above highest adjacent grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:

a. Single-family detached. Forty feet at the street right-of-way for single-family detached dwellings.

b. Two-family. Eighty feet at the street right-of-way for two-family dwellings.

c. Multi-family and other. Eighty feet at the street right-of-way for multi-family dwellings, boarding or rooming houses, and townhouse groups. No minimum lot width required by zoning for other uses.

(6) Lot coverage. Minimum pervious lot coverage of 20 percent (80 percent maximum semi-impervious and impervious cover) for all uses.

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(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty feet in the front and 15 feet in the rear. Manufactured (mobile) homes must have forty feet in the front.

b. Sides. Ten feet on each side of a group of attached townhouses. On each side of all other structures, 10 feet or 10 percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height, but not required to exceed 15 feet.

c. Corner lots. Will have one front setback and one side setback.

Section 4. Severability.

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

Section 5. Inclusion in 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 (2017); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date.

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____

DRAFT

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2018 - ____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 2, DEVELOPMENT AND COMPLIANCE REVIEW, ARTICLE 7, LDC AND COMPREHENSIVE PLAN AMENDMENT, SECTION 2-7.2 LDC ZONING MAP AND TEXT AMENDMENTS; ESTABLISHING SPECIAL-USE REZONING FOR THE PLACEMENT OF A MOBILE HOME FOR USE AS A SINGLE FAMILY DWELLING IN ZONING DISTRICTS MEDIUM DENSITY RESIDENTIAL DISTRICT (MDR) AND HIGH DENSITY RESIDENTIAL DISTRICT (HDR); TO ESTABLISH CRITERIA FOR SPECIAL USE REZONING FOR MOBILE HOMES; 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 the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Escambia County Board of County Commissioners further finds that including the Special-Use Rezoning for mobile homes in specific residential districts promotes the efficient regulation of land use; and

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 2, Development and Compliance Review, Article 7, LDC and Comprehensive Plan Amendments, Section 2-7.2 LDC zoning map and text amendments is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 7 LDC and Comprehensive Plan Amendment

Sec. 2-7.1 Purpose of article.

This article establishes the review necessary to consider and authorize both map and text amendments to the Land Development Code (LDC) and Comprehensive Plan. These LDC and Comprehensive Plan amendment reviews are defined by the general provisions of Article 1 and the specific provisions of this article. The reviews are

predominantly discretionary and provide opportunities to modify county land development goals, objectives, policies, and regulations within the limits prescribed by Florida Statutes. More specifically, this article includes review for amendment of the LDC zoning map (rezoning and special-use rezoning), the Comprehensive Plan future land use map (FLUM), and text amendments to the provisions of both the LDC and Comprehensive Plan.

Sec. 2-7.2 LDC zoning map and text amendments.

(a) General. All provisions of the LDC are established, modified, or repealed by ordinance of the Board of County Commissioners (BCC). Zoning map and text amendments may be proposed by the county or others according to the ordinance enactment procedures prescribed by Florida Statutes and the provisions of this section. Since any LDC amendment is a change to implementing the land use regulations of the county and can modify the requirements for subsequent authorizations of land uses and development activities, significant opportunities for public participation are provided. These map and text amendment processes are established for the county to authorize appropriate changes to its land development regulations.

(b) Zoning map amendment (rezoning) and (special-use rezoning) County-initiated comprehensive changes to the zoning map that set policy require enactment through the legislative procedures of the BCC. In compliance with the following process, an owner-initiated zoning map amendment (rezoning or a special-use rezoning) that affects a limited number of identifiable parties and interests is evaluated first through quasi-judicial public hearings by the Planning Board, or the Santa Rosa Island Authority (SRIA) for property on Pensacola Beach, and then by the BCC:

(1) Application. Application for a rezoning or a special-use rezoning through the quasi-judicial process shall be submitted to the clerk of the reviewing board within the time required by the adopted rezoning procedures of the board prior to the scheduled board meeting at which the applicant requests to be heard. The application shall provide the information required by the rezoning procedures. A pre-application meeting of the applicant with the staff for the reviewing board is recommended to discuss the process and to review county, board, and applicant responsibilities.

(2) Public participation. Hearings to consider a rezoning application shall be open to the public. Prior to any such hearing, the clerk of the reviewing board shall provide reasonable notice to the public as required by Florida Statutes and the Comprehensive Plan. Public notification shall include the following, each identifying the purpose, subject, reviewing authorities, case number, dates, times and locations of the hearings; the current and proposed zoning; and county contacts for additional information:

a. Publication. At least ten days prior to the hearing, notice shall be published in a newspaper of general circulation in Escambia County.

b. Site sign. At least 15 days prior to the hearing, a sign no smaller than 24 inches by 48 inches shall be prominently posted on, or as near as practicable to, the subject property and shall be clearly readable from the nearest public right-of-way.

c. Notification. At least 15 days prior to the hearing, notification shall be sent via U.S. mail to the address registered with the property appraiser for each owner of real property with any portion of the property located south of Nine Mile Rd within 500 feet of the subject property. For property located north of Nine Mile Rd, notification will be sent to properties within 2500 feet of the subject property. The cost of the mailing is to be borne by the applicant.

(3) Compliance review. A quasi-judicial public hearing shall be conducted by the appropriate reviewing board to consider a requested rezoning according to the provisions of this article. At the conclusion of the hearing, based on the record evidence, the reviewing board shall submit a recommendation to the BCC for rezoning approval, denial, or if appropriate and acceptable to the applicant, approval of a district with less intensive uses than the requested zoning.

(4) Approval conditions. ~~The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:~~

a. Rezoning. The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

~~a.~~ **1. Consistent with Comprehensive Plan.** The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

~~b.~~ **2. Consistent with zoning district provisions.** The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

~~c.~~ **3. Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

~~d.~~ **4. Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands.

~~e.~~ **5. Appropriate with changed or changing conditions.** If the land uses or development conditions within the area surrounding the property of the proposed rezoning have changed or are changing, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and, the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

b. Special-Use rezoning criteria for use of mobile homes:

1. Notwithstanding the rezoning criteria enumerated above, a request for a special-use rezoning may be permitted in zoning districts Medium Density Residential district (MDR) and High Density Residential district (HDR) for the use and placement of a mobile home as a single-family dwelling. The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the site, use and proposed structure would meet the following criteria:

a. Must be on a conforming lot or lot of record.
b. Minimum lot size of one acre.
c. Front setback must be a minimum of 40 feet.
d. Only one mobile home allowed per lot.
e. Lot may not be subdivided.
f. Lot may not be located within a platted subdivision.
g. Use may not otherwise be prohibited by any overlay district.
h. The use of a mobile home is compatible with the surrounding area.

i. Structure may not be located in a FEMA designated Special Flood Hazard Area, in a designated Coastal High Hazard Area or within Escambia County designated Evacuation Zones A, B or C.
j. No other permitted or conditional use contained within the special use zoning, except for use of a mobile home as a single-family residence shall be allowed.
k. Upon notice to the County and confirmation that the property is no longer being used for placement of a mobile home as a single-family residence, the property owner or agent shall request reversion to the prior zoning category pursuant the rezoning criteria contained herein.
l. Lot may not be located in the Escambia County Mid-West Sector Plan.

(5) Board Action. If the reviewing board finds from the record of the hearing that the applicant has presented competent substantial evidence establishing the required conditions, the board shall then consider whether maintaining the current zoning will serve a greater public interest. The board shall recommend approval of the rezoning request to the BCC if the board finds that no new uses, density, or intensity of use of the proposed zoning will likely diminish quality of life, reduce property values, confer a special benefit on the subject property to the detriment of the community as a whole or create other adverse impacts upon surrounding properties, more than the uses, density, or intensity of the current zoning. unless the board determines that maintaining the current zoning.

(6) Final determination. The BCC at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

(7) Appeals. Actions by the BCC adopting, rejecting, or modifying the recommended rezoning of the reviewing board are final. Any party seeking judicial review of the final determination shall do so according to the general provisions of Article 1. Additionally, written notice of the filing of any such petition for judicial review shall be promptly provided by the petitioner through the county to each owner of real property with any portion within a 500-foot radius of the rezoning subject property.
(Ord. No. 2015-35, § 1, 9-3-2015; Ord. No. 2017-15 § 3, 3-16-2017; Ord. No. 2017-61, § 1, 10-05-2017)

(c) LDC Text amendment provisions.

Changes to the text of the LDC set policy and are legislative in nature. The requirements to approve a text amendment are established for the Planning Board to make recommendations to the BCC regarding whether requested changes to LDC text are necessary and appropriate and for the BCC to consider and act on those

recommendations. The text amendment process does not amend the content of zoning district maps, technical standards, and other maps or documents adopted by reference within the LDC.

(1) Application. Where a text amendment is requested by petition to the Planning Board, application shall be submitted for compliance review to the clerk of the Planning Board at least 30 business days prior to the scheduled board meeting. A pre-application meeting of the petitioner with staff for the board is recommended to discuss the process and review county and petitioner responsibilities.

(2) Public participation. Prior to any meeting to consider a text amendment, the clerk of the Planning Board shall ensure public notice consistent with Florida Statutes and the Comprehensive Plan. At least ten days prior to the hearing, notice shall be published in a newspaper of general circulation in Escambia County.

(3) Compliance review. The Planning Board shall consider a requested text amendment during the noticed meeting of the board and determine any subsequent action. If the text is to be evaluated as an amending ordinance, the board shall conduct a public hearing. At the conclusion of the hearing the Planning Board shall adopt a recommendation to the BCC for adoption, adoption with modification, or rejection of the amendment.

a. Planning Official's evaluation. For any amending ordinance, or as may be requested by the Planning Board for any other text amendment proposal, the Planning Official shall review and evaluate the proposal according to the required amendment conditions. The evaluation shall be provided to the Planning Board for consideration with the proposed text amendment.

b. Recommendation to BCC. For any amending ordinance, the clerk of the Planning Board shall forward the board's recommendation to the BCC for consideration in a public hearing at the next available scheduled meeting of the BCC. The clerk of the Planning Board shall ensure public notice of the BCC hearing consistent with Florida Statutes and the notice required for hearings of the Planning Board.

(4) Final determination. The BCC shall consider the amending ordinance at a public hearing as noticed and adopt, modify, or reject the recommendation of the Planning Board. At its discretion, the BCC may return the amending ordinance to the board with instructions for modifications. If the amending ordinance is returned for modifications, the Planning Board shall hold another public hearing for the purpose of considering any revisions. The hearing shall be at a scheduled meeting of the Planning Board, with public notice the same as that provided for the initial hearing. Within the time requested by the BCC, the Planning Board shall resubmit the amending ordinance with any revisions it may propose for BCC consideration. The clerk of the Planning Board shall again ensure proper public notice of the hearing at the next available scheduled meeting of the BCC.

In the hearing, the BCC shall again consider the amending ordinance for adoption, modification, or rejection.

(d) Consistency with Comprehensive Plan. A challenge by a substantially affected person of any LDC regulation on the basis that it is inconsistent with the Comprehensive Plan shall be made according to the administrative review provisions of Florida Statutes.

Ord. No. 2015-18, § 2, 6-25-15; Ord. No. 2017-15 § 2, 3-16-2017)

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2017); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA

By: _____

Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

By: _____

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

DRAFT

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13839 **Growth Management Report 10. 10.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 04/05/2018
Issue: 5:52 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapters 3, 4, 5, and 6 Regarding Outdoor Signs
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:52 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapters 3, 4, 5, and 6 Regarding Outdoor Signs

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC), Chapters 3, 4, 5, and 6, to repeal and replace development standards and revise related provisions regulating outdoor signs.

BACKGROUND:

There are deficiencies in the LDC's outdoor sign regulations that were not corrected as part of the large-scale LDC revisions adopted April 16, 2015. They remained unchanged largely because the adoption schedule did not allow adequate involvement of all interested and affected parties. Later in 2015, the findings of the U.S. Supreme Court in Reed vs. Town of Gilbert, Arizona confirmed that the County's sign regulations were not sufficiently content neutral. Replacement of the current sign standards and related provisions is necessary to provide the required neutrality and to remedy deficiencies, especially in response to the increased legal scrutiny of all sign regulations.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney. Any recommendations or legal sufficiency comments made in that review are also attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

Amendment of the LDC requires public hearing review and recommendation by the Board prior to action by the BCC. The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

This Ordinance amending the LDC will be filed with the Department of State following adoption by the BCC.

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

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

Summary of Signs Revisions
Draft Ordinance with Exhibit
Clean Ordinance with Exhibit

Proposed Revisions to the Outdoor Sign Regulations of the Land Development Code (LDC)

Why are revisions proposed? There are two principal reasons for the proposed revisions to the outdoor sign regulations of the LDC:

(1) General deficiencies. The sign regulations have long been known to contain numerous deficiencies. The regulations were not revised as part of the April 2015 LDC replacement, however, because the final code adoption schedule did not allow adequate opportunities for the local sign industry, the Santa Rosa Island Authority, county Code Enforcement, and other essential parties to consider revisions.

(2) Content neutrality. A June 18, 2015 decision of the U.S. Supreme Court (Reed vs. Town of Gilbert, Arizona) confirmed that many long-standing regulations of both temporary and permanent signs were not sufficiently content neutral. Revisions are necessary to respond to increasing legal scrutiny where, as a rule, a regulation is suspect if a sign's content or message determines whether the regulation is applied.

What revisions are proposed? The amending ordinance primarily proposes a complete replacement of Article 8 in LDC Chapter 5, the code's enumeration of development standards for outdoor signs. The ordinance also includes related changes to regulations in chapters 3, 4, and 6. The revisions are intended to establish the required sign content neutrality and remedy as many other known deficiencies in current sign provisions as is practical. The revisions include the following:

- **Temporary signs.** Former content-specific temporary sign authorizations are eliminated. The minority of temporary signs that are not alternatively authorized as exempt from permits due to their size, duration of display, or other characteristics of use remain available as non-exempt signs.
- **Exempt signs.** The range of signs that are exempt from sign permits is expanded, largely to accommodate former content-specific temporary signs (e.g., real estate signs). Traditionally exempt signage, like traffic control, is supplemented with a general exemption for all signs not visible from public rights-of-way, and with a parcel-based exemption that allocates fixed but functional temporary or permanent signage quantities. The allocations are for every parcel and are appropriately different for one- and two-family residential use than for multi-family and non-residential. [*Regardless of these exemptions, structural and electrical permits remain applicable per the Florida Building Code.*]
- **On-premises & off-premises signs.** On-premises and off-premises signs, which have been inappropriately defined by their content, are functionally redefined as structures respectively accessory and not accessory to the principal use or structure on the parcel where they are located.

- **Non-exempt freestanding signs.** The limits for permanent, on-premises, non-exempt freestanding signage remain the same, but the available freestanding sign area is no longer constrained by any allocation of wall sign area. The regulation of off-premises signs (e.g., billboards) retains the limits previously established by the county.
- **Non-exempt wall signs.** Except on Pensacola Beach, the area for permanent non-exempt wall signs is no longer a percentage of the building's wall surface facing the addressed street and there is no individual sign area limit. For any building wall, maximum wall sign area is the product of a prescribed unit of sign area (e.g., 2.0 sq.ft.) per lineal foot of that wall's length. The area is increased to accommodate greater distance from adjacent streets and higher use classifications of those streets (e.g., arterial streets). Although there is no other limit to individual wall sign area, no individual sign areas may be combined for greater sign area on another wall.
- **Prohibited signs.** Signs displaying obscene messages (as defined by Florida Statute) are added to a consolidated listing of the previously prohibited signs.
- **Right-of-way setback.** The minimum 10-foot setback from rights-of-way is modified to only apply to the area of required vehicle sight visibility between 3 and 9 feet above grade, not unnecessarily to the forward-most edge of a sign at any height.
- **Abandoned signs.** Overly restrictive "abandoned" sign provisions are eliminated. Dilapidated signs remain addressed by maintenance requirements and code enforcement authority.
- **Enforcement.** Greater elaboration is provided on the responsibility of property owners regarding sign placement and maintenance, and on the enforcement authority of the county and Santa Rosa Island Authority.
- **Definitions.** Sign definitions are reduced by half to only those essential for sign regulation. They are more usefully organized by type and character within the sign article and appear there prior to use of the terms among the standards. As intended for Chapter 6, only the few signage terms that have usage throughout the LDC are included there among the alphabetic listing of code-specific definitions.
- **Variances.** To more objectively evaluate actual needs, sign variance requests are required to address two sign-specific and technically-based sign visibility criteria in addition to the general criteria required of all variances.
- **Nonconforming signs.** The revisions for nonconforming signs recognize more value in existing freestanding signs, allowing them to be modified (but not relocated) up to 50% of their replacement cost if there is no increased nonconformance. Provisions regarding discontinuance of use, issuance of nonconformance permits, and sign amortization are removed. Conflicting requirements, including a highly subjective "market value" assessment, are eliminated.
- **LDC text reduction.** The proposed 9200-word Article 8, with its definitions, is about 81% of the 11,300-word text of the current Article 8 and associated definitions in Chapter 6, which it will replace.

- **Pensacola Beach.** SRIA sign regulations for Pensacola Beach are incorporated within the new article. Limits, policies, and approvals otherwise particular to the Beach are retained and identified.
- **Murals.** Murals are no longer limited to conditional use approval, but primarily are authorized among permitted wall signs or within exemption limits.

Contributors to the revisions. The content and form of the proposed revisions has been influenced by multiple sources of review, comments, questions, recommendations, and information over the lengthy period of its development, including the following:

- Committee of the Whole meetings in April and November 2017, and separate conversations with individual commissioners.
- Planning Board meetings with scheduled public discussions and a final public hearing concluding with Board recommendation for ordinance approval.
- Review and comment by attorneys of the County Attorney's Office.
- A Development Services requested meeting with governmental affairs representatives of the Pensacola Association of Realtors and follow-up emails.
- Discussions among experienced and senior staff of Development Services and Code Enforcement.
- Development Services discussions with a senior representative of the SRIA.
- Development Services requested response from local sign industry representatives.
- Development Services requested response from representatives of the local HBA.
- Scholarly articles on technical issues of sign visibility and legal implications of sign regulations.
- Model codes professionally developed by sign industry and land planning organizations or their consultants.
- Land development regulations of other local jurisdictions, both in and out of Florida.

ORDINANCE NUMBER 2018-_____

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 3, OVERLAY DISTRICTS, TO REMOVE INDIVIDUAL TENANT WALL SIGN AREA LIMITS; AMENDING CHAPTER 4, LOCATION AND USE REGULATIONS, ARTICLE 7, SUPPLEMENTAL USE REGULATIONS, TO REMOVE A CONTENT-BASED SIGN REFERENCE; REPEALING AND REPLACING CHAPTER 5, GENERAL DEVELOPMENT STANDARDS, ARTICLE 8, SIGNS, IN ITS ENTIRETY, ADOPTING A NEW ARTICLE 8, OUTDOOR SIGNS; AND AMENDING CHAPTER 6, DEFINITIONS, TO REPEAL AND MODIFY TERMS AND DEFINITIONS RELATED TO OUTDOOR SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Escambia County Board of County Commissioners recognizes the value of outdoor signs in promoting commerce, identifying places, and directing and informing the public when those signs are established in compliance with regulations that protect the public and enhance the county as a place to live and work; and

WHEREAS, the Escambia County Board of County Commissioners recognizes the need to establish a set of standards for the fabrication, erection, use, maintenance and alteration of outdoor signs within the County; and

WHEREAS, these standards are designed to protect and promote the health, safety, and welfare of persons within the County by providing regulations which allow creativity, effectiveness, and flexibility in the design and use of signs while promoting traffic safety and avoiding visual blight; and

WHEREAS, the provisions of a sign code that impose more stringent restrictions on signs conveying certain messages than on signs conveying other messages based on the message are content-based regulations of speech that cannot survive strict legal scrutiny; and

WHEREAS, it is not the purpose of this ordinance to regulate or control the message or the content of signs, or to afford greater protection to either commercial or noncommercial speech; and

WHEREAS, the current sign regulations of the Escambia County Land Development Code are out-of-date and contain numerous content-based distinctions among signs and other deficiencies;

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 3, Overlay Districts, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-3.3 Barrancas Overlay (Barr-OL).

(f) Site and building requirements. Site and building requirements vary by location within the Barr-OL district.

(4) Within WMU area. The following requirements apply within the waterfront mixed-use (WMU) area:

a. Structure height. A maximum structure height of 100 feet above highest adjacent grade.

b. Structure setbacks. For all principal structures, minimum setbacks of 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.

Front porches, stoops, and balconies that extend beyond the primary building plane may encroach to within five feet of the property line. Steps leading to a front porch or stoop may encroach further, but not beyond the property line or onto public sidewalks.

Front and side setback lines should be consistent with adjacent structures.

Where setback lines are not clearly established, buildings shall be built to within 10 feet of property lines.

c. Building orientation. Buildings shall be oriented so that the principal facade is parallel or nearly parallel to the streets they face. On corner sites, buildings shall occupy the corner.

d. Entry. Walkways separate from driveways shall lead to front doors where practical.

e. Parking. Parking and other non-habitable areas may comprise the first two floors of a mixed-use structure. Off-street parking areas shall be connected by walkways to the buildings they serve and comply with the following:

1. Residential. Parking for residential uses shall be located in the rear yard or within a garage. Any front facing attached garage shall be set back at

least 10 feet from the primary front facade and not exceed 25 percent of that façade if the lot width is greater than 40 feet.

2. Parking structures. Access to parking structures shall be limited to the side or rear of the structures and their street facades shall be concealed by liner buildings or be screened so as to provide the appearance of being an occupied use; i.e., with articulated building fronts, windows, etc.

f. Screening. All service and loading areas and outdoor storage shall be entirely screened from off-site view by opaque fencing consisting of chain link fence with slats or privacy fence of wood, PVC, or vinyl, or by concrete or stucco walls.

g. Signs. Site signage is limited to one freestanding monument sign per development parcel, scaled primarily for pedestrians, and not to exceed 100 square feet in area and 12 feet in height, except for multi-tenant development where the sign may be up to 300 square feet. Sign colors, materials, and lighting shall avoid adverse visual impacts on surrounding properties. Wall signs shall not obstruct design details, windows, or cornices of the buildings to which they are attached. ~~For individual tenants in a multi-tenant development, wall signs shall not exceed 20 square feet per sign.~~

h. Resource protection.

1. Natural features. Natural features shall be protected and integrated into site design and development where possible.

2. Shorelines. Natural vegetated shoreline erosion control solutions shall be implemented where there is a high likelihood of success and effectiveness. County evaluation of shoreline protection shall consider bathymetry, wave climate, sediment quality, and adjacent and surrounding shorelines.

3. Septic tanks. If septic tanks are permitted they shall be located at least 100 feet from the mean high water line (MHWL) of the bayou.

i. Dock materials. All docks, bulkheads, and seawalls constructed of treated wood products should use products registered for marine use by the U.S. Environmental Protection Agency or the Florida Department of Agriculture and Consumer Services. Other recommended materials include concrete, coated steel, recycled plastic, PVC, vinyl, and fiberglass.

Sec. 3-3.4 Brownsville Overlay (Brn-OL).

(e) Site and building requirements. The following site and building requirements apply only to non-residential uses within the Brn-OL district:

(1) Structure height. No structure height shall exceed 45 feet above highest adjacent grade. Any lower height required by use or underlying zoning district shall govern.

(2) Materials and detailing. New structures, additions, and renovations shall use materials and detailing that maintain the distinct character and harmony of the redevelopment district. Vinyl or metal siding is prohibited on the primary facades of buildings adjacent to public rights-of-way. Accessory structures shall use the same or similar materials, color, and style of the primary structure's façade if visible from a public way.

(3) Setbacks. New construction along Mobile Highway or Cervantes Street shall be set back a distance similar to that of adjacent buildings unless customer parking is provided adjacent to the street in support of CPTED principles. Exceptions may be granted if the setback is pedestrian oriented and contributes to the quality and character of the streetscape.

(4) Facades.

a. Front facades. Front building facades more than 80 feet in width shall be divided into increments by changes in materials, bay windows, wall offsets, or similar methods.

b. Rear façade. A minimum of 15 feet of a building's rear façade facing a public right of way, parking area, or open space shall consist of transparent materials, not including reflective glass.

(5) Natural features. Natural features shall be protected and integrated into site design and development where possible.

(6) Signs. Site signage is limited to one freestanding monument sign per development parcel, scaled primarily for pedestrians, and not to exceed 100 square feet in area and 12 feet in height, except for multi-tenant development where the sign may be up to 300 square feet. Sign colors, materials, and lighting shall avoid adverse visual impacts on surrounding properties. Wall signs shall not obstruct design details, windows, or cornices of the buildings to which they are attached. ~~For individual tenants in a multi-tenant development, wall signs shall not exceed 20 square feet per sign.~~

(7) Lighting. Lighting should serve to illuminate facades, entrances, and signage to provide an adequate level of personal safety while enhancing the aesthetic appeal of the buildings. Building and signage lighting must be indirect, with the light source hidden from direct pedestrian and motorist view.

(8) Parking. Off-street parking shall be located in the rear. If the lot orientation cannot accommodate adequate rear parking, parking may be located on the side.

(9) Buffers and screening of outdoor storage. All outside storage shall be screened from public view. The screening shall use the same materials, color, and style as the primary building for architectural compatibility with the primary building. If the outside storage area is separate from the building it serves the following shall apply:

a. Type. Only fences constructed of legitimate fencing materials (may or may not be opaque) or masonry, concrete or stucco walls may supplement buffers.

Specifically, garage doors and sheets of roofing material do not qualify for fencing or wall materials.

b. Screening of outdoor storage. Opaque fencing shall mean chain link fence with slats, privacy wooden fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco wall may also be used to screen outdoor storage.

Sec. 3-3.5 Englewood Overlay (Eng-OL).

(e) Non-residential site and building requirements. The following non-residential site and building requirements apply within the Eng-OL district.

(1) Structure height. New or redeveloped buildings, or building additions, shall complement the existing pattern of building heights. No structure shall exceed 45 feet in height and any lower height required by the underlying zoning district shall govern.

(2) Materials and detailing. New structures, additions and renovations shall be constructed to be long-lasting and use materials and detailing that maintain the distinct character and harmony of the Englewood Community Redevelopment District. Vinyl or metal siding is prohibited on the primary facades of buildings adjacent to public rights-of-way. All accessory structures shall use the same materials, color, and/or style of the primary façade if visible from a public way.

(3) Setbacks. New construction shall be set back a distance similar to that of adjacent buildings unless customer parking is provided adjacent to the street in support of CPTED principles. Exceptions may be granted if the setback is pedestrian oriented and contributes to the quality and character of the streetscape.

(4) Facades.

a. Front facades. A front building facade more than 80 feet in width shall be divided into increments by changes in materials, bay windows, wall offsets, or similar methods.

b. Rear façades. A minimum of 15 feet of a building's rear façade facing a public right of way, parking area, or open space shall consist of transparent materials, not including reflective glass.

(5) Natural features. Natural features shall be protected and integrated into site design and development where possible. The applicant shall demonstrate how the development protects and incorporates existing vegetation.

(6) Landscaping. Water conservation is encouraged through proper landscape plant selection, installation and maintenance practices. Native plant species are required. All non-residential development applications shall include a landscape plan as part of compliance review. The plan shall include the areas of natural vegetation to be protected, location and species of all plants to be installed, and an irrigation plan

(7) Signs. Site signage is limited to one freestanding monument sign per development parcel, scaled primarily for pedestrians, and not to exceed 100 square feet in area and 12 feet in height, except for multi-tenant development where the sign may be up to 300 square feet. Sign colors, materials, and lighting shall avoid adverse visual impacts on surrounding properties. Wall signs shall not obstruct design details, windows, or cornices of the buildings to which they are attached. ~~For individual tenants in a multi-tenant development, wall signs shall not exceed 20 square feet per sign.~~

(8) Lighting. Lighting in the overlay district should serve to illuminate facades, entrances and signage to provide an adequate level of personal safety while enhancing the aesthetic appeal of the buildings. Building and signage lighting must be indirect, with the light source hidden from direct pedestrian and motorist view.

(9) Parking. Parking in the overlay district must adequately serve the users without detracting from the compact design that makes it a successful commercial center. Off-street parking must be located in the rear. If the lot orientation cannot accommodate adequate rear parking, parking on the side may be permitted.

(10) Buffers and screening of outdoor storage. All outside storage must be screened from public view. The screening must use the same materials, color, and/or style as the primary building for architectural compatibility with the primary building and the building it is adjacent to. If the outside storage area is separate from the building it serves the following shall apply:

a. Type. Only fences constructed of legitimate fencing materials (may or may not be opaque) or masonry, concrete or stucco walls may supplement buffers. Specifically, garage doors and sheets of roofing material do not qualify for fencing or wall materials.

b. Screening of outdoor storage. Opaque fencing shall mean chain link fence with slats, privacy wooden fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco wall may also be used to screen outdoor storage.

Sec. 3-3.6 Palafox Overlay (Pfox-OL).

(e) Non-residential site and building requirements. The following non-residential site and building requirements apply within the Pfox-OL district

(1) Structure height. New or redeveloped buildings, or building additions, shall complement the existing pattern of building heights. No structure shall exceed 45 feet in height and any lower height required by the underlying zoning district shall govern.

(2) Materials and detailing. New structures, additions and renovations shall be constructed to be long-lasting and use materials and detailing that maintain the distinct character and harmony of the Palafox Community Redevelopment District. Vinyl or metal siding is prohibited on the primary facades of buildings

adjacent to public rights-of-way. All accessory structures shall use the same materials, color, and/or style of the primary façade if visible from a public way.

(3) Setbacks. New construction shall be set back a distance similar to that of adjacent buildings unless customer parking is provided adjacent to the street in support of CPTED principles. Exceptions may be granted if the setback is pedestrian oriented and contributes to the quality and character of the streetscape.

(4) Facades.

a. Front facades. A front building facade more than 80 feet in width shall be divided into increments by changes in materials, bay windows, wall offsets, or similar methods.

b. Rear façade. A minimum of 15 feet of a building's rear façade facing a public right of way, parking area, or open space shall consist of transparent materials, not including reflective glass.

(5) Natural features. Natural features shall be protected and integrated into site design and development where possible. The applicant shall demonstrate how the development protects and incorporates existing vegetation.

(6) Landscaping. Water conservation is encouraged through proper landscape plant selection, installation and maintenance practices. Native plant species are required. All non-residential development applications shall include a landscape plan as part of compliance review. The plan shall include the areas of natural vegetation to be protected, location and species of all plants to be installed, and an irrigation plan.

(7) Signs. Site signage is limited to one freestanding monument sign per development parcel, scaled primarily for pedestrians, and not to exceed 100 square feet in area and 12 feet in height, except for multi-tenant development where the sign may be up to 300 square feet. Sign colors, materials, and lighting shall avoid adverse visual impacts on surrounding properties. Wall signs shall not obstruct design details, windows, or cornices of the buildings to which they are attached. ~~For individual tenants in a multi-tenant development, wall signs shall not exceed 20 square feet per sign.~~

(8) Lighting. Lighting in the overlay district should serve to illuminate facades, entrances and signage to provide an adequate level of personal safety while enhancing the aesthetic appeal of the buildings. Building and signage lighting must be indirect, with the light source hidden from direct pedestrian and motorist view.

(9) Parking. Parking in the overlay district must adequately serve the users without detracting from the compact design that makes it a successful commercial center. Off-street parking must be located in the rear. If the lot orientation cannot accommodate adequate rear parking, parking on the side would then be permitted.

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(10) Buffers and screening of outdoor storage. All outside storage must be screened from public view. The screening must use the same materials, color, and/or style as the primary building for architectural compatibility with the primary building and the building it is adjacent to. If the outside storage area is separate from the building it serves the following shall apply:

a. Type. Only fences constructed of legitimate fencing materials (may or may not be opaque) or masonry, concrete or stucco walls may supplement buffers. Specifically, garage doors and sheets of roofing material do not qualify for fencing or wall materials.

b. Screening of outdoor storage. Opaque fencing shall mean chain link fence with slats, privacy wooden fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco wall may also be used to screen outdoor storage.

Sec. 3-3.8 Warrington Overlay (Warr-OL).

(e) Non-residential site and building requirements. The site and building requirements of non-residential uses within the Warr-OL are modified as follows:

(1) Structure height. New buildings, additions and redeveloped buildings shall complement the existing pattern of building heights. No structure shall exceed 45 feet in height and any lower height required by the underlying zoning district shall govern.

(2) Setbacks. New construction must maintain the existing alignment of facades along the street front. Exceptions may be granted if the setback is pedestrian oriented and contributes to the quality and character of the streetscape.

(3) Materials and detailing. New structures, additions and renovations shall be constructed to be long-lasting and use materials and detailing that maintain the distinct character and harmony of the Warrington Community Redevelopment District. Vinyl or metal siding is prohibited on the primary facades of buildings adjacent to public rights-of-way. All accessory structures shall use the same materials, color, and/or style of the primary façade if visible from a public way.

(4) Facades.

a. Front façade. A front building facade more than 80 feet in width shall be divided into increments by changes in materials, bay windows, wall offsets, or similar methods.

b. Rear façades. A minimum of 15 feet of a building's rear façade facing a public right of way, parking area, or open space shall consist of transparent materials, not including reflective glass.

(5) Awnings. Awnings are encouraged to enhance the character of Warrington while providing sun protection for display windows, shelter for pedestrians, and a sign panel for businesses.

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(6) Natural features. Natural features shall be protected and integrated into site design/development where possible. The applicant shall demonstrate how the development protects and incorporates existing vegetation.

(7) Landscaping. Water conservation is encouraged through proper landscape plant selection, installation and maintenance practices. Native plant species are required. All non-residential development applications shall include a landscape plan as part of compliance review. The plan shall include the areas of natural vegetation to be protected, location and species of all plants to be installed, and an irrigation plan.

(8) Buffers and screening of outdoor storage. All outside storage must be screened from public view. The screening must use the same materials, color, and/or style as the primary building for architectural compatibility with the primary building and the building it is adjacent to. If the outside storage area is separate from the building it serves the following shall apply:

1. **Type.** Only fences constructed of legitimate fencing materials (may or may not be opaque) or masonry, concrete or stucco walls may supplement buffers. Specifically, garage doors and sheets of roofing material do not qualify for fencing or wall materials.

2. **Screening of outdoor storage.** Opaque fencing shall mean chain link fence with slats, privacy wooden fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco wall may also be used to screen outdoor storage.

(9) Signs. Site signage is limited to one freestanding monument sign per development parcel, scaled primarily for pedestrians, and not to exceed 100 square feet in area and 12 feet in height, except for multi-tenant development where the sign may be up to 300 square feet. Sign colors, materials, and lighting shall avoid adverse visual impacts on surrounding properties. Wall signs shall not obstruct design details, windows, or cornices of the buildings to which they are attached. ~~For individual tenants in a multi-tenant development, wall signs shall not exceed 20 square feet per sign.~~

(10) Lighting. Lighting in the overlay district should serve to illuminate facades entrances and signage to provide an adequate level of personal safety while enhancing the aesthetic appeal of the buildings. Building and signage lighting must be indirect, with the light source(s) hidden from direct pedestrian and motorist view.

(11) Parking. Parking in the overlay district must adequately serve the users without detracting from the compact design that makes it a successful commercial center. Off-street parking must be located in the rear. If the lot orientation cannot accommodate adequate rear parking, parking on the side will be permitted.

(12) If within HC/LI zoning. Development within the HC/LI zoning district is subject to the following design standards.

a. Landscaping. A minimum 10-foot wide landscaped strip is required on all roadway frontages. The strip shall contain one tree and 10 shrubs for every 35 linear feet of frontage. Preservation of existing plants within the required landscaped areas can be used to satisfy this requirement. Buffers required adjacent to residential districts shall include a minimum of two trees and 15 shrubs for every 35 linear feet of required buffer length.

b. Vehicular use areas. Areas other than public rights-of-way, designed to be used for parking, storage of vehicles for rent or sales, or movement of vehicular traffic, shall be separated by a minimum five-foot wide landscaped strip from any boundary of the property on which the vehicular use area is located. The strip shall contain shrubs or ground covers with a minimum mature height of 24 inches and a maximum height of 30 inches. Plant material shall be spaced 18 inches to 24 inches apart, depending on mature size.

c. Parking lots. Interior parking areas shall have one landscape island containing at least one tree and shrubs or ground covers as per the above specifications, for every eight contiguous spaces.

d. Irrigation system. An irrigation system shall be installed for all landscaped areas of the site. All systems shall include rain sensors and all system materials used shall be ASTM approved.

e. Existing development. Any change of use to a HC/LI use within the overlay district must meet the above standards.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Location and Use Regulations, Article 7, Supplemental Use Regulations, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 7 Supplemental Use Regulations.

Sec. 4-7.3 Accessory uses and structures.

(b) Specific uses and structures.

(7) Home occupations and home-based businesses. Home occupations and home-based businesses are limited to the residents of a dwelling unit other than a manufactured (mobile) home, and allowed only as ~~an~~ accessory uses to the residential uses. A home occupation, or employment at home, is allowed wherever the host dwelling unit is allowed, but shall generally be unnoticeable to adjoining land uses. A home-based business, which is at a greater scale or intensity than a home occupation, is limited to the rural zoning districts (Agr, RR, RMU) and only allowed if impacts to adjoining land uses are minimal. Home occupations and home-based businesses shall comply with each of the following requirements:

a. Licenses. All required business, professional, or occupational licenses are obtained prior to commencement of the occupation or business and are maintained for the duration of the activity.

b. Exterior evidence. For home occupations, there is no evidence visible from outside of the dwelling or accessory building that any part of a building is utilized for an occupation. For home-based businesses, any evidence visible from outside of the dwelling or accessory building that any part of a building is utilized for a business is minimal. Such exterior evidence includes any storage~~,~~ or display~~, or signage~~ associated with the occupation or business. Sign~~sage is~~ are limited for both uses ~~according to~~ as prescribed by the outdoor sign~~age~~ provisions in Article 8 of Chapter 5.

c. Off-site impacts. Occupations or business activities shall not create nuisances or adverse off-site impacts, including but not limited to noise, vibration, smoke, dust or other particulates, odors, heat, light or glare, or electromagnetic interference. In a residential neighborhood, no activities are allowed to alter the character of the neighborhood.

d. Structural alterations. No structural alterations are made that would be inconsistent with the use of the dwelling exclusively as a residence or that would not customarily be associated with dwellings or their accessory buildings.

e. Employees. Employment in a home occupation is limited to residents of the dwelling unit unless the applicable zoning district allows BOA conditional use approval of non-resident employees. Employment in a home-based business may include no more than two non-resident employees.

f. Customers. No customers shall visit the house and there shall not be any additional traffic or an increase in demand for parking due to trucks or other service vehicles coming to the house.

g. Motor vehicles. The manufacture or repair of motor vehicles or other transportation equipment is prohibited.

Section 3. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 5, General Development Standards, Article 8, Signs, is hereby repealed in its entirety and replaced as shown in the attached Exhibit A.

Section 4. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 6, Definitions, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 6-0.3 Terms defined.

As used within the LDC, the following terms have the meanings established here:

-A-

~~*Abandoned sign.* Any sign face which advertises a business no longer conducted or product no longer sold. In making the determination that a sign advertises a business no longer being conducted, the enforcement official shall consider the existence or absence of a current occupational license, utility service deposit or account, use of the premises and relocation of the business. An abandoned sign is prohibited and shall be removed by the owner of the premises when there is a lack of maintenance or sign faces are missing, or as otherwise provided for in this article.~~

~~Any sign structure which has not been used for business purposes for over 90 days, and is nonconforming as to existing codes regarding height, setback or maintenance.~~

~~Any previously permitted portable or temporary sign for which the permit has expired.~~

~~*Awning, canopy or marquee sign.* A sign that is mounted or painted on, or attached to, an awning, canopy, or marquee that is otherwise permitted by county ordinance. The sign shall not project above, below or beyond the awning, canopy or marquee.~~

-B-

~~*Banner sign.* Any sign with characters, letters, illustrations or ornamentation applied to cloth, paper, flexible plastic or fabric of any kind that is not permanently attached to a solid backing of wood, plastic, metal, masonry, or similar rigid material. Maximum size allowed is 60 square feet.~~

~~*Billboard.* See "Off-premises sign."~~

~~*Bulletin board/directory sign.* A sign which identifies an institution or organization on the premises of which it is located and which contains the name of the institution or organization or the names of individuals connected with it, and general announcements of events or activities occurring at the institution or similar messages.~~

-C-

~~*Changeable copy sign.* A sign that is designed so that characters, letters, or illustrations can be manually changed or rearranged without altering the face or surface of the sign.~~

~~*Community Redevelopment Area (CRA) Gateway Sign*. A sign located within the right-of-way providing the name, location, and direction of the CRA.~~

~~*Construction sign.* A temporary sign erected on the premises on which construction is taking place, during the period of such construction, indicating the names of the architects, engineers, landscape architects, contractors or similar artisans, and the owners, financial supporters, sponsors, and similar individuals or firms having a role or interest with respect to the structure or project.~~

-D-

~~*Directional sign.* See "Informational sign."~~

-E-

~~*Electronic message center sign.* A sign that is a computerized, programmable electronic visual communications device capable of storing and displaying multiple messages in various formats at varying intervals for periods lasting at least five seconds.~~

-F-

~~*Facade sign.* See "Wall sign."~~

Fence. A ~~physical~~ structural barrier constructed as a boundary for separation, confinement, protection, screening, access control, or similar purposes~~, but not including hedges, shrubs, or other natural growth~~.

~~*Flashing sign.* A sign exhibiting sudden or marked changes in lighting intensity lasting in duration for periods of less than five seconds.~~

~~*Freestanding pole sign.* A freestanding sign that is mounted on a free standing pole or other similar support so that the bottom edge of the sign face is 9 1/2 feet or more above grade.~~

Freestanding sign. ~~Any nonmovable sign not affixed to a building. May be either a ground sign or a pole sign.~~ Any sign that stands on its own, not attached to a building or a fence, including pole signs, monument signs, and portable signs.

-G-

~~*Governmental sign.* A sign erected and maintained pursuant to and in discharge of any governmental function, or required by law, ordinance or other governmental regulation.~~

~~*Ground sign.* Any freestanding sign, other than a pole sign, placed upon or supported by the ground independent of any other structure; a monument sign.~~

-H-

~~*Historic sign.* Any sign officially designated historic by the appropriate federal, state or local historic entity or otherwise considered to be a local landmark by the board of adjustment.~~

~~*Holiday decorations.* Temporary signs and decorations, clearly incidental to, and customarily and commonly associated with, any national, local or religious holiday.~~

-I-

~~*Identification sign.* A sign giving the name, and/or address of a building, business development or establishment on the premises where it is located. Also known as name plate sign.~~

~~*Illuminated sign.* A sign lighted by or exposed to artificial lighting either by lights on, or in the sign, or directed towards the sign.~~

Informational sign. An on-premises sign commonly associated with, but not limited to, information and directions necessary or convenient for visitors coming on the property, including signs marking entrances and exits, parking areas, circulation direction, rest rooms, and pickup and delivery areas. Also known as a directional sign.

-M-

Moving or animated sign. Any sign or part of a sign which changes physical position by any movement or rotation.

Multi-faced sign. A sign composed of sections which rotate to display a series of advertisements, each advertisement being displayed for at least five seconds continuously without movement and the movement of the sections between displays being not more than two seconds.

Mural. A painting or other graphic art displayed on the façade of a building generally for the purposes of decoration or artistic expression.

-N-

Name plate sign. See "Identification sign."

Nonconforming sign. A sign which is lawfully erected but which does not comply with the land use, setback, size, spacing, and lighting provisions of this article or a sign which was lawfully erected but which now fails to comply with this article due to changed conditions.

-O-

Off-premises sign or billboard. A sign which directs attention to a business, commodity, service or entertainment conducted, sold or offered at a location other than the premises on which the sign is located.

On-premises sign. A sign that identifies only goods, services, facilities, events or attractions available on the premises where the sign is located.

-P-

Political sign. A temporary sign announcing or supporting political candidates or issues in connection with any national, state, or local election.

Portable sign. Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; including such signs even though the wheels may be removed and the remaining chassis or support structure converted to A-frames or T-frames; menu and sandwich board signs; balloons used as signs; umbrellas used for advertising unless part of an outdoor restaurant; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations of business, the sign area is less than two square feet per side and there is no reasonable alternative storage space.

Projecting sign. A sign that is wholly or partly dependent upon a building for support and which projects more than 24 inches from such building.

-Q & R-

~~*Real estate sign.* A sign pertaining to the sale or lease of the premises, or a portion of the premises, in which the sign is located.~~

~~*Roof sign.* A sign that is mounted on the roof of a building or which is wholly dependent upon a building for support and which projects above the point of a building with a flat roof, the eave line of a building with a gambrel, gable or hip roof of the deck line of a building with a mansard roof.~~

-S-

Sign. Any object, device, display, or structure, or part thereof, which is positioned and used to advertise, identify, announce, direct or attract attention, or otherwise visually communicate a message outdoors using words, letters, numbers ~~numerals~~, emblems, figures, symbols, pictures, or other ~~images~~ message elements. Signs are more specifically defined by type and character ~~form and use~~ in the outdoor sign~~age~~ standards of Chapter 5.

~~*Sign area.* The surface area of a sign shall be computed as including the entire area within the smallest rectangle, triangle, circle or other regular geometric form, or aggregates thereof, encompassing all of the display area of the sign and including all of the elements of the matter displayed. Base, apron, supports and other structural members not bearing advertising matter shall not be included in computation of surface area. Border or trim shall be included in computation of surface area. One side only of a double-sided sign shall be used in computing sign area where they are placed back to back on a single sign structure and are at no point more than three feet apart.~~

~~*Sign face.* The area or display surface used for the message.~~

~~*Sign triangle.* See visual clearance section of landscaping provisions.~~

-W-

Wall sign. ~~A sign fastened to or painted on the wall of a building or structure in such a manner that the wall becomes the supporting structure for, or forms the background surface of the sign and which does not project more than 24 inches from such building or structure. Also, a sign mounted on the facia or sloped roof surface which does not extend above the elevation of the ridge or roof line nor project more than 48 inches from the roof or facia surface.~~ A sign that is attached to or painted on the exterior wall of a building in such a manner that the wall is the supporting structure for the sign or forms the background surface of the sign. For the allocation of sign area and other purposes of the LDC, wall signs include awning, canopy, fascia, marquee, roof, and window signs, but do not include fence signs.

~~*Wayfinding Signs*. A sign located within the right-of-way providing the name, location, and direction to a public or private place.~~

~~*Window sign.* A sign that is applied or attached to the exterior or interior of a window or located in such manner within a building that it can be seen from the exterior of the structure through a window.~~

-X, Y & Z-

~~*Zone lot.* A parcel of land in single ownership, or parcel of contiguous properties, existing as a unified or coordinated project, that is of sufficient size to meet minimum zoning requirements for area, coverage, and uses, and that can provide such yards and other open spaces as required by the land development code.~~

Section 5. Severability.

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

Section 6. 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 7. Effective Date.

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

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

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Article 8 Outdoor Signs.

Sec. 5-8.1 Purpose of article.

This article establishes land development standards for outdoor signs as required by the Comprehensive Plan. The purpose is to provide reasonable, content-neutral, nondiscriminatory sign regulation through time, place, and manner of use. It is the intent of these standards to protect and enhance the economic vitality and physical appearance of the county as a place to live, vacation, and conduct business. More specifically, this article is intended to:

(1) Enable the proper scale, quantity, period, and placement of signs to effectively promote commerce, to identify places of residence and business, and to orient, direct, and inform the public.

(2) Require that signs be adequately designed and constructed, and be removed when unauthorized or inadequately maintained, to protect the public from conditions of blight and the dangers of unsafe signs.

(3) Lessen visual confusion and hazards caused by improper height, placement, illumination, or animation of signs, and assure that signs do not obstruct the view of vehicles and pedestrians traveling public streets or create nuisance conditions.

(4) Preserve and protect the unique natural and scenic character of Pensacola Beach, Perdido Key, and other designated scenic areas of the county.

(5) Protect the interests of sign owners in continuing to use lawfully established and maintained signs while providing the community with a gradual remedy for existing undesirable conditions resulting from nonconforming signs.

(6) Identify the established processes for compliance review, approval and permitting of signs, the exemptions from that permitting, and the available processes to request variances to sign standards.

Sec. 5-8.2 General provisions.

(a) Sign and sign face defined. For the purposes of this article, a sign is any object, device, display, or structure, or part thereof, which is positioned and used to advertise, identify, announce, direct or attract attention, or otherwise visually communicate a message outdoors using words, letters, numbers, emblems, figures, symbols, pictures, or other message elements. Any surface which displays such elements is a sign face.

(b) Permits required.

1. **General requirement.** Unless specifically authorized in this article by an exemption from permitting, no person shall place, post, display, construct, alter, or relocate any sign without having first obtained all necessary permits through county review and approval for compliance with the standards of this article and other applicable code provisions. The review and approval process shall be as prescribed in Chapter 2. Regardless of any exemption from county permitting, all

signs remain subject to article standards of design, construction, placement, and maintenance.

2. Pensacola Beach requirements. As prescribed within the established written procedures of the Santa Rosa Island Authority (SRIA), signs located on Pensacola Beach may require the authorization of SRIA staff, the Architectural and Environmental Committee (AEC) of the SRIA, or the SRIA board prior to county approval.

(c) Nonconforming signs. Lawfully established and maintained signs that no longer comply with one or more current requirements of the LDC may continue as nonconforming signs in use as prescribed in this section and Article 2 of Chapter 1, but the expansion of any nonconformance is prohibited.

(1) Relocation. If a nonconforming sign is relocated for any reason, the sign shall be brought fully into compliance with the standards of this article, regardless of any estimated cost to replace the sign at its former location.

(2) Substantial expenses. When the restoration of any removed, destroyed, or damaged nonconforming sign would constitute an expense of more than 50 percent of the replacement cost of the sign as documented by a licensed sign contractor, the restored sign shall fully comply with the standards of this article. Similarly, within a calendar year, when any alteration to or maintenance on a nonconforming sign would constitute an expense of more than 50 percent of the sign's replacement cost, the sign shall be brought fully into compliance with article standards.

(3) Non-substantial expenses. Any alteration, repair, or maintenance to a nonconforming sign within a calendar year that would constitute an expense of 50 percent or less of the replacement cost of the sign shall comply with the following conditions for continuing sign nonconformance:

a. Repairs and maintenance. Repairs and maintenance shall be performed as necessary to maintain all nonconforming signs in good repair and safe condition, as they were originally authorized and without modifying their nonconformance. Any such work is exempt from sign permits, but may require building permits to ensure compliance with the *Florida Building Code*.

b. Alterations. Generally, no alterations other than sign face replacement shall be made to a nonconforming sign if any nonconformance of the sign or supporting structure would remain. However, alterations to sign area, including necessary modifications to supporting cabinets and frames, may be authorized by permit for a freestanding sign of nonconforming height if the alterations comply with all the following conditions:

1. The quantity of freestanding signs on the same parcel is, or is made to be, conforming.

2. The resulting sign height is no greater.

3. The new sign area is no greater than the old sign area or the current standard's maximum area, whichever is less.

(d) Variances. Variances to the strict application of the sign quantity, area, height, and sign-to-sign separation standards of this article are available, but only for signs that require county permitting (non-exempt signs). Variances may be granted according to the applicable variance conditions and review processes prescribed in Article 6 of Chapter 2. All such modifications shall maintain the stated purposes of this article and demonstrate the following additional technical conditions:

(1) Impairment. The effectiveness of signage that complies with the standards of this article is materially impaired and cannot be sufficiently corrected with reasonable and complying changes in sign luminance (brightness), contrast, placement, or orientation.

(2) Legibility. The sign letter weight is adequate (height to stroke width ratio no more than 5:1) and the message is limited to a reasonable number of elements to comprehend; nevertheless, signage that complies with the standards of this article cannot provide its primary audience (e.g., passing vehicles) with 30 feet or less of viewing distance per inch of letter height (legibility index of 30 ft./in. or less).

(e) Owner responsibility. All property owners, and leaseholders of property on Pensacola Beach, are responsible for the proper permitting, placement, construction, and maintenance of any signs on their property. These responsibilities include compliance with all applicable provisions of the LDC and the *Florida Building Code*, any required Florida Department of Transportation permitting for signs along state maintained roads, and the timely elimination of temporary or inadequately maintained signs.

(f) Overlay districts. In addition to the provisions of this article, signs shall comply with any prohibitions, limitations, or other sign standards of applicable overlay zoning districts as established in Article 3 of Chapter 3.

(g) Message substitution. Except for messages required by law or ordinance, any message on an authorized sign may be substituted in whole or part for any other message. This substitution allowance is intended to prevent any inadvertent regulatory favoring of messages, but it does not create a right to increase signage or modify any other provisions of this article.

(h) Enforcement. The standards of this article shall be enforced by county code enforcement officers as authorized in Chapter 30, *Code Enforcement,* Part I, Escambia County Code of Ordinances. Signs located on Pensacola Beach may also be subject to compliance inspection by the SRIA, which is authorized to summarily remove any unauthorized signs on lands under its jurisdiction. Any party or parties in violation of these standards shall be subject to notices of violation, citations, and civil penalties as prescribed in Chapter 30.

(1) Signs on public lands. Signs of any type placed on public lands, including public rights-of-way, in violation of the provisions of this article are subject to

removal and disposal by code enforcement officers or other county-authorized personnel without notice or compensation. Such removal does not preclude citations or imposition of penalties for the violation.

(2) Unsafe signs. If the condition of any authorized sign becomes unsafe in the opinion of those authorized to enforce the provisions of this article, the owner shall remove the sign or secure it in a manner complying with this article and applicable building codes within 10 days after receiving written notice from the county. Where the danger is immediate, the condition shall be corrected without delay. If the unsafe condition is not corrected within 10 days, the county shall be authorized to correct the condition at the owner's expense, including removal of the sign.

Sec. 5-8.3 Signs defined by type and character.

For the purposes of this article, signs are defined and identified as follows and may be further characterized within the standards of the article:

(1) Freestanding signs. A freestanding sign is any sign that stands on its own, not attached to a building or a fence, including pole signs, monument signs, and portable signs.

a. Pole signs. A pole or pylon sign is any freestanding sign that is elevated above the adjacent grade and mounted on one or more poles, pylons, or similar vertical supports from the ground.

b. Monument signs. A monument or ground sign is any freestanding sign with its entire base placed directly on the ground.

c. Portable signs. A portable sign is any freestanding sign that is not permanently attached to the ground or a permanent structure, or a sign that is designed to be transported.

d. Vehicle and trailer signs. A vehicle or trailer sign is any sign that is made portable by permanent or temporary attached to or placement in any manner on a motor vehicle or trailer.

(2) Wall signs. A wall sign is any sign that is attached to or painted on the exterior wall of a building in such a manner that the wall is the supporting structure for the sign or forms the background surface of the sign. For the allocation of sign area and other purposes of this article, wall signs include awning, canopy, fascia, marquee, roof, and window signs, and murals, but do not include fence signs.

a. Awning, canopy, fascia, and marquee signs. An awning, canopy, fascia, or marquee sign is any sign that is mounted or painted on, or attached to an awning, canopy, fascia, or marquee respectively, but not projecting above, below, or beyond the awning, canopy, fascia, or marquee.

b. Roof signs. A roof sign is any sign that is mounted on the roof of a building, or wholly dependent on a building for support, and extending above the top of

the wall of a flat-roofed building, above the eave line of a building with a hip, gambrel, or gable roof, or the deck line of a building with a mansard roof.

c. Window signs. A window sign is any sign that is placed in or on a window or placed within a building in such a manner that it can be viewed through a window from the outside.

d. Projecting signs. A projecting sign is any sign supported by a building wall and extending outward from the wall with the sign display surface perpendicular to the wall.

e. Murals. A mural is any sign that is an original, one-of-a-kind work of visual art tiled or painted by hand directly upon the façade of a building.

(3) Fence signs. A fence sign is any sign that is attached to or painted on a fence in such a manner that the fence is the supporting structure for the sign. For the allocation of sign area and other purposes of this article, fence signs are neither freestanding signs nor wall signs.

(4) Changeable message signs. A changeable message sign is any sign that is designed to allow frequent changes in its displayed message. Messages may be changed through any of the following means, but a change in message does not constitute a different sign:

a. Manual. A periodic manual change on the sign face, typically by rearrangement of letters along horizontal tracks, by replacement of printed substrates, or by redrawing, all without otherwise altering the sign.

b. Mechanical. Different messages automatically displayed intermittently on the same sign face by mechanical means, as on the slatted face of a “tri-vision” sign that allows three different messages to revolve and appear at recurring intervals.

c. Electronic. An electronic message display made up of internally illuminated components (e.g., LEDs) of the sign face controlled by a programmable electronic device allowing remote or automatic display of multiple messages in various formats and at varying intervals.

d. Projection. A message display created by the projection of an image onto a building wall or other display surface from a distant device.

(5) Temporary signs. A temporary sign is any sign that is authorized to be placed in view for a limited period of time and required to be removed from view upon expiration of the authorized time. Temporary signs include balloon, air-activated, and banner signs.

a. Balloon signs. A balloon sign is any temporary sign that is gas-inflated.

b. Air-activated signs. An air-activated sign is any temporary sign with one or more parts given form or animation by mechanically forced air.

c. Banners. A banner is any temporary sign that is made of lightweight, non-rigid, and typically non-durable material such as cloth, paper, or plastic, and

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that is designed to be secured to a structure along two or more sides or at all corners by cords or similar means, or to be supported by stakes in the ground. A banner is not a wind sign.

(6) Flags and other wind signs. A wind sign is any sign that is designed and fashioned to move when subjected to winds, including wind socks, wind spinners, whirligigs, and flags. A flag is any wind sign made of a continuous sheet of fabric or other flexible material, designed to be supported along one edge and typically flown from a pole or staff.

(7) On-premises and off-premises signs. An on-premises sign is any sign that is accessory to the authorized principal use or structure on the same parcel as the sign. On-premises signs are, therefore, subordinate in extent and purpose and customarily incidental to the principal use or structure as prescribed by the supplemental use regulations in Article 7 of Chapter 4. Any sign that is not an on-premises sign is an off-premises sign.

(8) Exempt and non-exempt signs. An exempt sign is any sign that is relieved by the provisions of this article from the requirement to obtain a county sign permit. Any sign that is not an exempt sign is a non-exempt sign requiring authorization by permit, but exemption does not modify the availability of non-exempt signage.

Sec. 5-8.4 Design, construction, and maintenance of signs.

Every sign, including those exempt from county permitting, shall be designed, constructed, placed, and maintained in compliance with the standards of this article and applicable provisions of the *Florida Building Code*. In addition to the provisions of this section, specific area, height, and quantity limits are prescribed in the subsequent sections of this article for both exempt and non-exempt, on-premises and off-premises signs.

(1) Sign area. For the purposes of this article, the area of a sign is the area of the smallest regular geometric shape (rectangle, triangle, circle, etc.), or simple combination of such shapes, that forms or approximates the perimeter of all sign message elements and comprises the sign face. When a background to the message elements is defined by a frame, outline, panel, or other border, the area of the background defined by that border is the sign area. In the calculation of sign area, the Planning Official may exclude minor appendages beyond the regular shape of the sign area perimeter.

a. Freestanding sign area. The area of a freestanding sign authorized by this article shall be the sum of the areas of the largest faces visible from any single direction, except as modified by the following:

1. Exclusions. In the calculation of sign area, the base, apron, supports, and other structural members not displaying elements of a sign message are not included.

2. Special conditions. For signs located on Pensacola Beach, and for any non-exempt off-premises signs (billboards), when two identical sign faces

on the same sign structure are placed back-to-back or in a "V" configuration with an internal angle behind the faces of no more than 90 degrees, the sign area is calculated as the area of only one face.

3. **Separate signs.** Sign faces having no shared support from the same structure constitute separate signs and are subject to area (and other) standards accordingly.

b. Wall sign area. Except as provided in this article for on-premises signs located on Pensacola Beach, non-exempt wall sign area shall be authorized in proportion to the length of the exterior building wall to which the signs are attached. Similarly, wall sign area for any individual tenant space within a multi-tenant building shall be in proportion to the exterior wall length of that space.

1. **Multiple signs.** Each building, or each tenant space of a multi-tenant building, may have multiple wall signs, but the total wall sign area on a building or tenant wall shall not exceed the allowance for that wall. Unused sign area on one building or tenant wall is not available to any other building or tenant wall.

2. **Sign background.** The architectural features of a wall do not by themselves define the background area that must be included in the calculation of wall sign area.

3. **Window signs.** The placement of window signs shall not obscure more than 30 percent of the area of the window in or on which they are placed or through which they are viewed. Additionally, window signs located on Pensacola Beach must be incorporated as part of a display of merchandise or services offered and may not be affixed to a window.

(2) Sign height. Unless otherwise noted, freestanding sign height shall be measured from the highest adjacent grade at the base of the sign.

(3) Sign placement. In addition to the following placement standards, signs shall maintain industry standard clearances and otherwise avoid interference with utility lines and equipment:

a. Prior authorization. No signs shall be placed on any property without prior authorization of the property owner. Signs shall not be placed on public property, including public rights-of-way, or placed on private property in any manner that projects or extends a sign over public property, without applicable public agency authorizations and permits.

b. Spacing. Where spacing or separation standards apply, the distance shall be measured in a straight line to the center of each sign unless otherwise noted.

c. Conflicts. No part of any sign, exempt or non-exempt, on-premises or off-premises, temporary or permanent, shall obstruct vision on private property along a street right-of-way between three feet and nine feet above grade

within 10 feet of the right-of-way. Sign placement shall also comply with sight visibility standards for driveway and street intersections and avoid conflicts with protected trees, both existing and those planted to comply with county standards.

d. Wall sign projection. Wall signs shall not project more than 24 inches from the supporting wall, or if mounted on a sloped roof surface, shall not extend above the roof line or project more than 48 inches from the roof surface.

(4) Sign illumination. Where authorized, signs may be illuminated by internal or external artificial light sources that comply with the following standards:

a. Luminance. Sign luminance, the light emitted by a sign or reflected from its surface, shall not be greater than necessary to reasonably allow the sign to be viewed by its primary audience (e.g., passing vehicles). Additionally, from dusk until dawn no sign may exceed a maximum luminance level of 500 candelas per square meter (cd/m^2), regardless of the source of illumination.

b. Source and direction. External light sources shall be directed onto sign faces and effectively shielded to prevent the direct illumination of any adjacent buildings or street rights-of-way. All externally illuminated signs located on Pensacola Beach shall be either face-lighted by spotlights or similar fixtures directing light only downward onto the sign surface, or shadow-lighted by indirect concealed light sources behind opaque sign elements, and shall make no use of exposed neon.

c. Glare. Lighting shall not create excessive glare for pedestrians, motorists or adjacent uses, or obstruct the view of traffic control devices or signs.

d. Marine shorelines. Along any marine shoreline, illuminated signs shall not be located on the seaward or shore-perpendicular sides of any structures, and sign lighting shall not directly, indirectly, or cumulatively illuminate the beach. Lighting along any marine shoreline is additionally limited for natural habitats as prescribed in the natural resources regulations of Chapter 4.

(5) Electronic signs. Electronic display and projected image signs shall comply with the following additional standards:

a. Movement. Only as authorized within this article may displays and projected images include dynamic messages that appear or disappear through dissolve, fade, travel, or scroll modes, or similar transitions and frame effects; or have text, animated graphics, or images that appear to move or change in size, or are revealed sequentially. None shall flash or pulsate.

b. Display times. Each message shall be displayed or projected a minimum of six consecutive seconds.

c. Controls. Each sign shall include an automatic control regulating display or projection brightness in compliance with the luminance standards of this article. Additionally, ambient light monitors shall automatically adjust the brightness to ambient light conditions, and a default control shall turn off the

sign or freeze the message in one position if a malfunction of normal operation occurs.

(6) Multi-tenant signage plans. Development plans for any shopping center, office park, or other multi-tenant non-residential development shall include a master plan for the development's freestanding signage. The signage plan shall establish an adequate distribution among tenants of the total non-exempt freestanding site sign area and locations available to the development, including any assignment of electronic message area.

a. Plan authority. Upon county approval of the signage plan, non-exempt freestanding signage for the entire development and its tenants shall be as prescribed by the plan, regardless of subsequent changes in property ownership or tenancy, unless a revised signage plan for the entire development is resubmitted by the property owner(s) and approved by the county.

b. Plan variances. A variance to the total freestanding signage available for distribution by a signage master plan may be requested under the provisions of Chapter 2, but no variance is available individually to any tenant subject to an approved plan.

(7) General construction and maintenance. Outdoor signs and their supporting structures shall comply with the following construction and maintenance requirements:

a. Weather resistance. Signs shall be constructed of weather resistant materials.

b. Use of wood. Bare wood is prohibited as part of any sign face, and wood embedded in the soil as structural support for permanent signs shall be pressure treated for in-ground use.

c. Painting. All painted signs and metal parts prone to corrosion shall be kept neatly painted.

d. Wind hazard. Signs exempt from wind load requirements of the *Florida Building Code* shall, nevertheless, be sufficiently constructed and anchored to avoid the hazard of contributing to windborne debris during severe weather.

e. Condition. All signs and sign structures, together with their supports, anchors, and electrical components, shall be maintained in good repair and safe condition to ensure sign messages are clearly legible and to avoid the blight and hazards of deteriorated signs.

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Sec. 5-8.5 Prohibited signs and conditions.

The following signs, sign locations, and sign characteristics are prohibited:

(1) Motion, light, and sound. Any sign that moves or changes, that contains mirrors or other reflective surfaces, that produces glare, flashes or exhibits other noticeable changes in lighting intensity, or that emits visible vapors, particulates, sounds, or odors, except as specifically authorized in this article for changeable message signs.

(2) Obscenity. Any sign displaying words, pictures, or messages that are obscene as defined by Chapter 847, Florida Statutes, and in application of contemporary community standards of the county.

(3) Obstruction and interference. Any sign constructed or maintained in any manner that endangers or obstructs any firefighting equipment or any fire escape, window, door, or other means of egress. Also, any sign that interferes with any opening required for ventilation, prevents free passage from one part of a roof to any other part, or blocks a public sidewalk or required pedestrian walkway.

(4) On Pensacola Beach. The following additional signs or characteristics of signs located on Pensacola Beach, unless specifically authorized by the SRIA: searchlights, balloons, air-activated signs, wind signs, and similar devices or ornamentation designed for the purposes of attracting attention, promotion, or advertising; bare bulb illumination around a sign perimeter; back-lighted or plastic signs; projected image signs; signs on benches; banners; murals or other signs painted directly on fences, walls, or any exterior parts of a building; and roof signs.

(5) Traffic hazards. Any sign that creates a traffic hazard or a detriment to pedestrian safety. Such hazards include any sign that projects into the line of sight of a traffic signal and disrupts the minimum required sight distance; any sign that obstructs vision between pedestrians and vehicles using public rights-of-way; and any sign that imitates, resembles, or interferes with the effectiveness of an official traffic sign, signal, or other traffic control device.

(6) Unauthorized. Any sign not authorized by the provisions of this article, including handbills, posters, and notices attached to trees, utility poles, park benches, or other objects and structures not designed or authorized for the attachment of signs.

Sec. 5-8.6 Exempt signs and activities.

(a) General sign exemption. Signs not visible from a public right-of-way or other public land are exempt from the requirement to obtain county sign permits. This general exemption does not apply to signs that are simply illegible. As further established in this section, additional exemptions are authorized specific to work done on signs, sign type, parcel use, and zoning. The following conditions apply to all authorized exemptions:

(1) Remaining standards. Exempt signs shall be designed, constructed, placed, and maintained in compliance with the provisions of this article, other applicable provisions of the LDC, and the *Florida Building Code*.

(2) Prevailing limits. No sign exemption supersedes or cancels any prohibitions or restrictions on the display of signs established in this article, any restrictive covenants adopted for a development, or any executed lease agreements, including those for Pensacola Beach properties requiring written authorization from the SRIA before displaying signs.

(3) Relation to non-exempt signs. Exempt signage does not modify or limit the availability of non-exempt signage authorized in this article. Additionally, the allocations for exempt signs are separate from those for non-exempt signs, and neither shall be used to supplement the other in the authorization of an individual sign.

(b) Sign face replacement exemption. The face of a conforming or nonconforming sign may be replaced without a permit if no other alterations are made to the sign, including modifications to the size or configuration of supporting cabinets or frames.

(c) Sign repair and maintenance exemption. Repairs and maintenance performed as necessary to maintain conforming or nonconforming signs in good and safe condition as originally authorized is exempt from sign permits.

(d) Sign-specific exemptions. In addition to the general and parcel-specific exemptions established in this section, the following specific signs are exempt from county sign permits with the conditions noted:

(1) Accessory device signs. Signs manufactured as standard, permanent, and integral parts of mass-produced devices accessory to authorized non-residential uses, including vending machines, fuel pumps, and similar devices customarily used outdoors. However, outdoor vending machines on Pensacola Beach shall be effectively screened from view from public rights-of-way.

(2) Bus stop signs. Signs located on bus stop shelters and benches if complying with county traffic safety placement requirements and limited to locations and signs approved by the Escambia County Area Transit (ECAT) for bus stops along ECAT system routes.

(3) Cemetery monuments. Permanent monuments placed within cemeteries.

(4) Drive-through signs. Except on Pensacola Beach, drive-through service signs, one per development parcel, a maximum 40 square feet in area and eight feet in height. Such signs shall be single-sided, located on the parcel providing the service, and adjacent to and oriented for view from the drive-through lane.

(5) Entry and exit signs. For any parcel of an authorized multi-family or non-residential use, one freestanding on-premises sign immediately adjacent to each authorized paved vehicular access to a public street, each sign a maximum six square feet in area, three feet in height, and not a changeable message sign.

(6) Fence signs. Signs mounted for pedestrian view on authorized fences, each sign a maximum three square feet in area (e.g., 18 in. x 24 in.) and a minimum 50 feet separating any two such signs on the same fence.

(7) Government or public signs. Signs placed or required to be placed by agencies of county, state, or federal government, including but not limited to: traffic control signs, street address numbers, building permits, flags, notices of any court or law enforcement officer, redevelopment area gateway signs, public monuments, hazard warnings, and public information signs. These signs may deviate from the type, quantity, duration, area, color, height, placement, illumination, or other standards of this article as necessary to comply with the law, rule, ordinance, or other governmental authorization by which the signs are placed.

(8) Integral building signs. Signs cut into masonry surfaces, inlaid, or otherwise constructed as integral and permanent parts of buildings, each sign a maximum six square feet in area; and stained-glass windows of any size.

(9) Murals. Except on Pensacola Beach, murals on walls of authorized non-residential buildings, excluding the walls of a building's primary façade, and provided each mural is a maximum 200 square feet in area and contains no text. Murals authorized within the applicable allocation of non-exempt wall signage are not subject to these limits. Additionally, murals exceeding these size and manner of use restrictions may be approved as conditional uses by the Board of Adjustment according to the applicable conditions and review process prescribed in Article 6 of Chapter 2.

(10) Recreational facility signs. Signs accessory to and within outdoor recreational facilities, only if oriented for view from within the facilities. Such signs include scoreboards, sponsor signs attached to the field side of playing field fences, and concession stand signs.

(11) Temporary decorations. Temporary decorations accessory to the authorized land use and customarily associated with a short-term event, such as a holiday or a special event as defined in the temporary use provisions in Article 7 of Chapter 4. Except on Pensacola Beach, such decorations may include balloon and air-activated signs a maximum 10 feet in height.

(12) Vehicle and trailer signs. Signs on any motor vehicles or trailers actively in transit along public streets, and any of the following signs attached to or placed on registered, operable, and lawfully parked motor vehicles or trailers, but not including manufactured (mobile) homes or changeable message signs:

a. Parked. Signs on a vehicle at the residence of the principal driver of the vehicle, or on a vehicle or trailer at the residence of the individual to whom the unit is registered, or signs on a vehicle or trailer parked a maximum 24 hours at any site.

b. Maximum area. Signs a maximum six square feet in total area per vehicle or trailer side.

c. In service. Signs on a vehicle or trailer in the service of a licensed or otherwise bonified enterprise, and on the authorized site of that enterprise or on any site where the enterprise is actively providing its goods or services.

d. In storage. Signs on vehicles or trailers stored within parcel areas authorized for such outdoor storage, including parcels authorized for the sale, lease, or rental of vehicles or trailers.

(13) Wall signs. Signs mounted for pedestrian view on the walls of authorized principal and accessory buildings, each sign a maximum three square feet in area (e.g., 18 in. x 24 in.).

(14) Wind signs.

a. Flags. Flags accessory to the authorized land use of the parcel, and not otherwise exempt as temporary decorations, allowed in any combination of the following types with applicable limits:

1. String flagging. Except on Pensacola Beach, string flagging accessory to an authorized multi-family or non-residential use. Each flag or pennant a maximum one square foot in area, suspended from one side along a stringer line, and in combination on the line with any number of other such flags or pennants.

2. Blade or feather flags. Except on Pensacola Beach, pole-supported "blade" or "feather" type flags accessory to an authorized multi-family or non-residential use. Each flag a maximum three feet in width and 12 feet in height. A maximum one flag per 50 feet of parcel street frontage and three flags per frontage with any flag spacing.

3. Other flags. Other typically pole-supported flags (e.g., U.S. flag) accessory to the authorized use and no more than two per parcel. If flown from a pole, each flag shall be proportional to its flagpole such that the hoist side is no greater than 25 percent of the height of a supporting vertical pole, or 50 percent of the length of a supporting pole projecting from a building wall. Vertical flagpoles within residential zoning districts or for single-family dwellings are limited to 25 feet in height and one per lot.

b. Other wind signs. Wind signs, other than flags or exempt temporary decorations, accessory to any authorized single-family or two-family residence, including wind socks, wind spinners, and whirligigs.

(e) Parcel-specific exemptions. In addition to the general and sign-specific exemptions established in this section, a separate allocation of non-illuminated freestanding signage for each development parcel is exempt from county sign permits. This parcel-specific exemption is established primarily to accommodate temporary signs of varying periods of display. Any changeable message signs as parcel-specific exemptions are limited to manually rewritable forms.

(1) One- and two-family parcels. Each parcel whose authorized principal use or development is single-family or two-family residential, or whose zoning district is

residential (RR, LDR, MDR, HDR, LDR-PK, MDR-PK, HDR-PK, LDR-PB. MDR-PB, or HDR-PB), is authorized to display freestanding signage without county sign permits, subject to the following:

a. Quantity, area, and height. A maximum of two signs for each parcel, each sign a maximum six square feet in area (e.g., 24 in. x 36 in.) and six feet in height.

b. Additional quantity. A third sign within the same area and height limits of the initial signs is authorized for each parcel within the Agricultural, RMU, LDMU, HDMU, Commercial, HC/LI, Industrial, or Public zoning district. Alternatively, except on Pensacola Beach, a third sign is authorized for placement along the secondary street frontage of any corner lot.

c. Additional area. Where the parcel is within a mainland zoning district and fronts on a street having a posted speed limit of 40 mph or greater, the maximum authorized area of each sign along that frontage is doubled to 12 square feet.

d. Portability. The sign may be portable only if accessory to an occupied residential structure on the parcel.

(2) Multi-family and non-residential parcels. Each parcel whose authorized principal use or development is not single-family or two-family residential, and whose zoning is not residential (not RR, LDR, MDR, HDR, LDR-PK, MDR-PK, HDR-PK, LDR-PB. MDR-PB, or HDR-PB), is authorized to display freestanding signage without county sign permits, subject to the following:

a. Quantity, area, and height. A maximum of one sign per parcel street frontage, each sign a maximum 32 square feet in area (e.g., 4 ft. x 8 ft.) and 10 feet in height, except on Pensacola Beach where the sign area may not exceed 12 square feet.

b. Additional quantity. Within the same area and height limits of the initial sign, a second sign is authorized for any individual street frontage greater than 200 feet, and a third sign for any frontage greater than 600 feet.

c. Additional area. Where the parcel is within the Agricultural, RMU, LDMU, HDMU, Commercial, HC/LI, Industrial, or Public zoning district, the maximum authorized area of a sign is increased to 50 square feet.

d. Portability. The sign may be portable only if accessory to an occupied principal structure on the parcel.

e. Banners. Except on Pensacola Beach, each authorized sign may be displayed as a banner of the same maximum area if accessory to an authorized use. However, no banner shall be attached to a fence, exceed four feet in height if ground-mounted, or be displayed above the roof line if attached to a building.

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Sec. 5-8.7 Temporary signs by permit.

Temporary signs not otherwise prohibited or exempt from county permits as prescribed in the preceding sections of this article may be authorized by permits under the conditions of this section. Temporary sign permits shall specify the authorized period of use. All temporary signs remain subject to the design, construction and maintenance standards of this article. Temporary signage by permit does not modify or limit the availability of permanent signage authorized in this article unless specifically noted. The following temporary signs are subject to the permit conditions noted:

(1) Balloon and air-activated signs. Except on Pensacola Beach, balloon signs and air-activated signs not eligible as exempt temporary decorations may be temporarily authorized by county permit for a single display period of no more than 14 days when accessory to the authorized land use. Each sign is limited to a setback of no less than the height of the sign from all rights-of-way, parcel lines, and overhead utility lines. All signs shall be adequately secured to the ground to prevent horizontal movement. Relocation for use on a different parcel shall require a new temporary permit, regardless of any remaining period of the prior authorization.

(2) Banners. Banners not eligible as multi-family or non-residential parcel-specific exemptions may be temporarily authorized by county permit for grand openings and other short-term events. However, no banner may be attached to a fence, no ground-mounted banner shall exceed four feet in height, and no banner attached to a building shall be displayed above the roof line. Permitted banners shall be conspicuously marked with the permit number and dates of permitted use. Temporary banners are further limited by the following:

a. On Pensacola Beach. Banners may be authorized on Pensacola Beach according to the established written policies of the SRIA only if application is made to SRIA staff a minimum of 10 business days prior to the date of use. Unless otherwise authorized by the AEC for a maximum 30 days, the display of a banner is limited to a maximum 14 days.

b. On mainland and Perdido Key. Banners may be permitted when accessory to authorized multi-family or non-residential uses within mainland or Perdido Key zoning districts, each banner a maximum 60 square feet in area. For the lot of any such use, a single permit may authorize only one banner for a maximum 30 days. Additionally, no more than two permits shall be issued for the same lot during any calendar year, but the times of authorization may coincide or differ in whole or part. A banner may also be authorized by permit to exceed the limits on area and period of use when used to temporarily cover the permanent sign of a previous tenant.

(3) Flags on Pensacola Beach. Temporary flags on Pensacola Beach may be authorized for special events under the same conditions as banners.

(4) Projected image signs. Except on Perdido Key and Pensacola Beach, projected image signs may be temporarily authorized for a period of up to 30 days by county permit as on-premises signs accessory to an authorized non-

residential land use. Projected images shall comply with all sign illumination standards of this article.

(5) Vehicle and trailer signs. Except on Pensacola Beach, the parking or placement of a non-exempt vehicle or trailer sign may be temporarily authorized by county permit on the parcel of an authorized non-residential use for a maximum 60 days. The sign is limited to a maximum 100 square feet in area and 10 feet in height, and shall be conspicuously marked with the permit number and dates of permitted use. Relocation for use on a different parcel shall require a new temporary permit, regardless of any remaining period of the prior authorization.

Sec. 5-8.8 On-premises permanent signs.

(a) Generally. Unless authorized in this article as temporary or exempt, on-premises signs shall comply with the provisions of this section as determined by the applicable zoning district and authorized land use.

(b) Mainland residential, recreation, and conservation districts. On-premises non-exempt signs within mainland residential, recreation, and conservation zoning districts (RR, LDR, MDR, HDR, Rec, Con) shall comply with the following additional standards:

(1) Residential uses. Residential subdivisions and multi-family developments are allowed up to two signs at each development entrance. Each sign is limited to a maximum 32 square feet in area and six feet in height. A multi-family development may substitute one development entrance sign for one wall sign limited to the same 32 square feet.

(2) Non-residential uses. The principal non-residential structure on a development parcel is allowed either one freestanding sign a maximum 32 square feet in area and six feet in height, or a maximum 2.00 square feet of wall sign area per lineal foot of building frontage at grade with a minimum 20 square feet for any individual tenant frontage of a multi-tenant building.

(3) Changeable message. Manual and mechanical changeable message signs are allowed for both residential and non-residential uses, but projected image signs are prohibited and electronic message signs are limited to static message display with instantaneous change of message. These allowed forms of changeable message may be utilized for any portion of authorized sign area.

(c) Mainland agricultural and mixed-use districts. On-premises non-exempt signs within mainland agricultural and mixed-use zoning districts (Agr, RMU, LDMU, HDMU) shall comply with the following additional standards:

(1) Residential uses. Residential uses are allowed the same signage as residential uses in the mainland residential districts.

(2) Non-residential uses. Commercial subdivisions are allowed the same development entrance signage as residential subdivisions. Non-residential uses and structures within the HDMU district are allowed the same signage as those

within the mainland commercial and industrial districts. Other principal non-residential structures on a development parcel are allowed the following signage:

a. General sign allowance. Within the Agr, RMU, and LDMU districts, either one freestanding sign a maximum 32 square feet in area and six feet in height, or a maximum 2.00 square feet of wall sign area per lineal foot of building frontage at grade with a minimum 20 square feet for any individual tenant frontage of a multi-tenant building.

b. Increased area and height. For properties fronting a collector or arterial street, the maximum area and height of a freestanding sign is increased to 50 square feet and 10 feet respectively if the sign is at least 100 feet from any single-family or two-family dwelling. Maximum wall sign area is increased to 2.50 square feet per lineal foot of building frontage if the building is more than 200 feet from the public right-of-way.

(3) Changeable message. Manual and mechanical changeable message signs are allowed for both residential and non-residential uses, but projected image signs are prohibited. For residential uses, electronic message signs are limited to static message display with instantaneous change of message. Non-residential use electronic signs are also limited to static message display, but the transition from one message to the next may occur by scroll, travel, fade, or dissolve effects completed within a maximum two seconds. These allowed forms of changeable message may be utilized for any portion of authorized sign area.

(d) Mainland commercial, industrial, and public districts. On-premises non-exempt signs within mainland commercial, industrial, and public zoning districts (Com, HC/LI, Ind, Public) shall comply with the following additional standards:

(1) Residential uses. Residential uses are allowed the same signage as residential uses in the mainland residential districts.

(2) Non-residential uses. Commercial subdivisions are allowed the same development entrance signage as residential subdivisions. Other principal non-residential structures on a development parcel are allowed the following signage:

a. Freestanding signs. Freestanding signs are limited by characteristics of the development parcel as follows:

1. Quantity and spacing. One freestanding sign structure is allowed per individual parcel street frontage and one additional structure for each full acre in development parcel size above two acres, but a maximum four sign structures are allowed regardless of frontage or acreage. The structures shall be placed no less than 200 feet from any other non-exempt sign structures on the same development parcel, excluding billboards.

2. Area and height. A maximum 1.00 square foot of freestanding sign area is allowed per lineal foot of parcel street frontage, and a minimum total of 50 square feet is allowed for any development parcel regardless of street frontage. If the on-premises freestanding signage for an entire parcel is

limited to one sign structure, the total sign area from all parcel street frontage is available to that structure, subject to area limits applicable to its location. Regardless of street frontage or number of sign structures, the maximum sign area and height for all individual freestanding signs is additionally limited by the size of the parcel and the classification of the street to which the sign structure is closest according to the following:

Sign Location by street classification	**Maximum Sign Area** per individual support structure and development parcel area		**Maximum Sign Height**
	8 acres or less	greater than 8 acres	
Interstate (within 125 ft. of right-of-way)	250 sq.ft.	375 sq.ft.	50 ft.
arterial or 4-lane street	250 sq.ft.	300 sq.ft.	35 ft.
collector street not 4-lane	150 sq.ft.	225 sq.ft.	25 ft.
local street	100 sq.ft	150 sq.ft	20 ft.

b. Wall signs. A maximum 2.25 square feet of wall sign area is allowed per lineal foot of building frontage at grade. The maximum wall sign area is increased to 2.50 square feet per lineal foot for any building frontage facing an arterial or four-lane street, and is increased to 2.75 square feet per lineal foot for any building frontage more than 200 feet from the public street right-of-way. A minimum 20 square feet is allowed for any individual tenant frontage of a multi-tenant building.

(3) Changeable message. The following forms of changeable message may be utilized for any portion of authorized sign area, except that electronic message area is limited to 50 percent of the total sign area on a single structure and to one sign on that structure:

a. Residential and non-residential. For both residential and non-residential uses, manual and mechanical changeable message signs are allowed.

b. Residential. For residential uses, projected image signs are prohibited and electronic message signs are limited to static message display with instantaneous change of message.

c. Non-residential. For non-residential uses, projected image signs are allowed and electronic message signs may employ all display features and functions except flashing, pulsating, or full motion video display.

(e) Perdido Key districts. On-premises non-exempt signs within Perdido Key zoning districts shall comply with the following additional standards:

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(1) Residential districts. Uses in the Perdido Key residential zoning districts (LDR-PK, MDR-PK, HDR-PK) are allowed the same signage as uses in the mainland residential districts.

(2) Commercial districts. Uses in the Perdido Key commercial zoning districts (Com-PK, CC-PK, CG-PK, PR-PK) are allowed the same wall signage allowed for mainland commercial zoning districts, but only 50 percent of the freestanding sign area. The maximum area of any individual freestanding sign is 100 square feet and the minimum spacing between all non-exempt freestanding signs on the same development parcel is 300 feet.

(3) Changeable message. Changeable message signs, excluding projected image signs, are authorized for both residential and non-residential uses, but each sign is limited to 32 square feet in area.

(f) Pensacola Beach districts. On-premises non-exempt signs for any establishment within Pensacola Beach zoning districts may be wall signs, freestanding signs, or both and shall comply with the following additional standards:

(1) Sign construction.

a. Colors and logo. The colors of the main lettering and background of all signs shall be limited to the color options adopted by the SRIA, except up to one-third of a sign's area may include an establishment's logo, which may include the name or special color scheme of that establishment. Any exterior portion of a structure that deviates in color from the main part of the structure and represents the establishment's color scheme or logo is considered to be signage.

b. Attached lettering. All permanent signs shall incorporate the use of attached lettering. The use of plywood with painted-on lettering is not permitted.

(2) Single-family uses. Residential subdivisions for single-family detached or attached (townhouse) dwellings are allowed up to two signs at each development entrance. Each sign is limited to a maximum 32 square feet in area and six feet in height.

(3) Multi-family and non-residential uses. Multi-family residential developments and non-residential establishments are allowed the following signage:

a. Freestanding signs.

1. Quantity. One freestanding sign is allowed per master lease agreement or multi-tenant development.

2. Area and height. Total freestanding sign area on a single structure shall not exceed 65 square feet. Signs are encouraged to be low and horizontal in character. The top and bottom of a freestanding sign shall not exceed 14 feet and six feet, respectively, above the crown of the nearest street. However, establishments whose principal structures are

750 feet or more from the street right-of-way may have freestanding signs up to 18 feet high.

3. **Placement.** Freestanding signs shall be placed within or directly adjacent to a landscaped area which shall not be smaller than the face area of the sign itself.

4. **Portable signs.** Portable signs are limited to temporary A-frame or sandwich board signs, which shall be permitted subject to the established written policies of the SRIA.

b. Wall signs.

1. **Area and quantity.** The maximum area allocated to all wall signs on a building shall not exceed 10 percent of the building wall surface area facing the addressed street, except that buildings with more than one street front may have wall sign area up to 15 percent of the wall surface facing the addressed street. The wall surface area from which sign area is determined may include the roof surface when its slope is steeper than 45 degrees. The available wall sign area may be allocated to one or more wall signs mounted on a vertical wall surface, but no individual wall sign shall exceed 200 square feet, and within any multi-tenant development, each tenant is limited to 16 square feet regardless of the building total.

2. **Lighted canopies.** Lighted canopies displaying the name of the establishment require a color rendering of the proposed canopy, including dimensions of the canopy and the building to which it will be attached, to be presented for approval according to the established written policies of the SRIA.

3. **Window signs.** Interior electric signs used as window signs are limited to a total of six square feet per establishment.

c. Changeable message. Changeable message signs, excluding projected image signs, are allowed if incorporated into the main sign and limited to no more than one-third of its area.

Sec. 5-8.9 Off-premises permanent signs (billboards).

Unless authorized in this article as temporary or exempt, an off-premises sign shall be regulated as a billboard and comply with the additional provisions of this section. The placement of a billboard does not require a minimum lot area or the presence of a principal structure on the site, but shall be subject to the following limitations:

(1) Maximum number. The maximum number of permitted billboard structures within the county is limited to the number existing or having received county approval as of December 12, 2001, and those additional structures allowed for replacement of billboard structures removed along scenic highways as provided in this section.

(2) New billboards. A building permit for the construction of a new billboard structure may only be issued after the removal of an existing billboard structure is confirmed. Confirmation may be in the form of a photograph submitted by the applicant or a site inspection by county personnel. Upon removal confirmation a certificate shall be issued to the owner of the removed structure who may redeem the certificate for a building permit to construct a new billboard structure, hold it for future redemption, or convey it to a third party for redemption.

(3) Removal along scenic highways. Notwithstanding the maximum number of permitted billboards, the removal of an existing billboard structure along an officially designated scenic highway will entitle the owner of the removed billboard to purchase building permits for construction of two new billboard structures at other locations complying with the provisions of this article.

(4) Area and height. The maximum sign area and height for an individual billboard structure is limited by the classification of the street to which the sign structure is closest according to the following:

Billboard Location by street classification	**Maximum Sign Area** per individual support structure	**Maximum Sign Height**
Interstate (within 125 ft. of right-of-way)	378 sq.ft.	50 ft.
arterial or 4-lane street	378 sq.ft.	35 ft.
all other streets	100 sq.ft.	20 ft.

(5) Placement.

a. Zoning. Billboards are prohibited within all residential, Perdido Key, and Pensacola Beach zoning districts, and within all areas zoned Gateway Business District (GBD), Gateway Mixed Use District (GMD), Gateway Industrial District (GID), or Industrial Commerce Park District (ID-CP) prior to adoption of any mainland Commercial (C), Heavy Commercial and Light Industrial (HC/LI), or Industrial (I) zoning.

b. Proximity to residential. In addition to the prohibition within residential zoning districts, no billboard shall be located within 100 feet of any residentially zoned (RR, LDR, MDR, HDR) property as measured along a right-of-way. The distance shall be measured from a point where a horizontal line extending from the billboard is perpendicular to the right-of-way, to the point of intersection of the residential district boundary with the right-of-way.

c. Right-of-way setback. The minimum setback of a billboard from a public street right-of-way is 15 feet to the nearest edge of the sign.

d. Spacing. The distance between billboard structures on the same side of any street other than an interstate shall be no less than 1000 feet. The distance for billboards adjacent to and facing the same side of an interstate highway

shall be no less than 2000 feet. Additionally, no billboard structure may be located adjacent to or within 500 feet of an interchange or rest area as measured along the interstate from the beginning or ending of pavement widening at the exit from or entrance to the main travel way.

e. Scenic roadways. No part of a billboard shall be visible from or located within 500 feet of the right-of-way of any scenic roadway designated in the Escambia County Comprehensive Plan, specifically including Scenic Highway (SR 10A), Perdido Key Drive (SR 292), and any scenic highway designated by the State of Florida.

f. Conflicting locations. Permits for billboards are generally issued on a first-come, first-served basis. Where the proximity of proposed billboards requiring state permitting would only allow one to be constructed, the location first granted state approval will be first eligible for county approval.

g. New streets. Permits for billboards along a new public street shall not be issued until the commencement of general traffic flow on the street.

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ORDINANCE NUMBER 2018-_____

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 3, OVERLAY DISTRICTS, TO REMOVE INDIVIDUAL TENANT WALL SIGN AREA LIMITS; AMENDING CHAPTER 4, LOCATION AND USE REGULATIONS, ARTICLE 7, SUPPLEMENTAL USE REGULATIONS, TO REMOVE A CONTENT-BASED SIGN REFERENCE; REPEALING AND REPLACING CHAPTER 5, GENERAL DEVELOPMENT STANDARDS, ARTICLE 8, SIGNS, IN ITS ENTIRETY, ADOPTING A NEW ARTICLE 8, OUTDOOR SIGNS; AND AMENDING CHAPTER 6, DEFINITIONS, TO REPEAL AND MODIFY TERMS AND DEFINITIONS RELATED TO OUTDOOR SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Escambia County Board of County Commissioners recognizes the value of outdoor signs in promoting commerce, identifying places, and directing and informing the public when those signs are established in compliance with regulations that protect the public and enhance the county as a place to live and work; and

WHEREAS, the Escambia County Board of County Commissioners recognizes the need to establish a set of standards for the fabrication, erection, use, maintenance and alteration of outdoor signs within the County; and

WHEREAS, these standards are designed to protect and promote the health, safety, and welfare of persons within the County by providing regulations which allow creativity, effectiveness, and flexibility in the design and use of signs while promoting traffic safety and avoiding visual blight; and

WHEREAS, the provisions of a sign code that impose more stringent restrictions on signs conveying certain messages than on signs conveying other messages based on the message are content-based regulations of speech that cannot survive strict legal scrutiny; and

WHEREAS, it is not the purpose of this ordinance to regulate or control the message or the content of signs, or to afford greater protection to either commercial or noncommercial speech; and

WHEREAS, the current sign regulations of the Escambia County Land Development Code are out-of-date and contain numerous content-based distinctions among signs and other deficiencies;

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 3, Overlay Districts, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-3.3 Barrancas Overlay (Barr-OL).

(f) Site and building requirements. Site and building requirements vary by location within the Barr-OL district.

(4) Within WMU area. The following requirements apply within the waterfront mixed-use (WMU) area:

a. Structure height. A maximum structure height of 100 feet above highest adjacent grade.

b. Structure setbacks. For all principal structures, minimum setbacks of 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.

Front porches, stoops, and balconies that extend beyond the primary building plane may encroach to within five feet of the property line. Steps leading to a front porch or stoop may encroach further, but not beyond the property line or onto public sidewalks.

Front and side setback lines should be consistent with adjacent structures.

Where setback lines are not clearly established, buildings shall be built to within 10 feet of property lines.

c. Building orientation. Buildings shall be oriented so that the principal facade is parallel or nearly parallel to the streets they face. On corner sites, buildings shall occupy the corner.

d. Entry. Walkways separate from driveways shall lead to front doors where practical.

e. Parking. Parking and other non-habitable areas may comprise the first two floors of a mixed-use structure. Off-street parking areas shall be connected by walkways to the buildings they serve and comply with the following:

1. Residential. Parking for residential uses shall be located in the rear yard or within a garage. Any front facing attached garage shall be set back at least 10 feet from the primary front facade and not exceed 25 percent of that façade if the lot width is greater than 40 feet.

2. **Parking structures.** Access to parking structures shall be limited to the side or rear of the structures and their street facades shall be concealed by liner buildings or be screened so as to provide the appearance of being an occupied use; i.e., with articulated building fronts, windows, etc.

f. Screening. All service and loading areas and outdoor storage shall be entirely screened from off-site view by opaque fencing consisting of chain link fence with slats or privacy fence of wood, PVC, or vinyl, or by concrete or stucco walls.

g. Signs. Site signage is limited to one freestanding monument sign per development parcel, scaled primarily for pedestrians, and not to exceed 100 square feet in area and 12 feet in height, except for multi-tenant development where the sign may be up to 300 square feet. Sign colors, materials, and lighting shall avoid adverse visual impacts on surrounding properties. Wall signs shall not obstruct design details, windows, or cornices of the buildings to which they are attached. ~~For individual tenants in a multi-tenant development, wall signs shall not exceed 20 square feet per sign.~~

h. Resource protection.

1. **Natural features.** Natural features shall be protected and integrated into site design and development where possible.

2. **Shorelines.** Natural vegetated shoreline erosion control solutions shall be implemented where there is a high likelihood of success and effectiveness. County evaluation of shoreline protection shall consider bathymetry, wave climate, sediment quality, and adjacent and surrounding shorelines.

3. **Septic tanks.** If septic tanks are permitted they shall be located at least 100 feet from the mean high water line (MHWL) of the bayou.

i. Dock materials. All docks, bulkheads, and seawalls constructed of treated wood products should use products registered for marine use by the U.S. Environmental Protection Agency or the Florida Department of Agriculture and Consumer Services. Other recommended materials include concrete, coated steel, recycled plastic, PVC, vinyl, and fiberglass.

Sec. 3-3.4 Brownsville Overlay (Brn-OL).

(e) Site and building requirements. The following site and building requirements apply only to non-residential uses within the Brn-OL district:

(1) Structure height. No structure height shall exceed 45 feet above highest adjacent grade. Any lower height required by use or underlying zoning district shall govern.

(2) Materials and detailing. New structures, additions, and renovations shall use materials and detailing that maintain the distinct character and harmony of the redevelopment district. Vinyl or metal siding is prohibited on the primary facades of buildings adjacent to public rights-of-way. Accessory structures shall use the

same or similar materials, color, and style of the primary structure's façade if visible from a public way.

(3) Setbacks. New construction along Mobile Highway or Cervantes Street shall be set back a distance similar to that of adjacent buildings unless customer parking is provided adjacent to the street in support of CPTED principles. Exceptions may be granted if the setback is pedestrian oriented and contributes to the quality and character of the streetscape.

(4) Facades.

a. Front facades. Front building facades more than 80 feet in width shall be divided into increments by changes in materials, bay windows, wall offsets, or similar methods.

b. Rear façade. A minimum of 15 feet of a building's rear façade facing a public right of way, parking area, or open space shall consist of transparent materials, not including reflective glass.

(5) Natural features. Natural features shall be protected and integrated into site design and development where possible.

(6) Signs. Site signage is limited to one freestanding monument sign per development parcel, scaled primarily for pedestrians, and not to exceed 100 square feet in area and 12 feet in height, except for multi-tenant development where the sign may be up to 300 square feet. Sign colors, materials, and lighting shall avoid adverse visual impacts on surrounding properties. Wall signs shall not obstruct design details, windows, or cornices of the buildings to which they are attached. ~~For individual tenants in a multi-tenant development, wall signs shall not exceed 20 square feet per sign.~~

(7) Lighting. Lighting should serve to illuminate facades, entrances, and signage to provide an adequate level of personal safety while enhancing the aesthetic appeal of the buildings. Building and signage lighting must be indirect, with the light source hidden from direct pedestrian and motorist view.

(8) Parking. Off-street parking shall be located in the rear. If the lot orientation cannot accommodate adequate rear parking, parking may be located on the side.

(9) Buffers and screening of outdoor storage. All outside storage shall be screened from public view. The screening shall use the same materials, color, and style as the primary building for architectural compatibility with the primary building. If the outside storage area is separate from the building it serves the following shall apply:

a. Type. Only fences constructed of legitimate fencing materials (may or may not be opaque) or masonry, concrete or stucco walls may supplement buffers. Specifically, garage doors and sheets of roofing material do not qualify for fencing or wall materials.

b. Screening of outdoor storage. Opaque fencing shall mean chain link fence with slats, privacy wooden fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco wall may also be used to screen outdoor storage.

Sec. 3-3.5 Englewood Overlay (Eng-OL).

(e) Non-residential site and building requirements. The following non-residential site and building requirements apply within the Eng-OL district.

(1) Structure height. New or redeveloped buildings, or building additions, shall complement the existing pattern of building heights. No structure shall exceed 45 feet in height and any lower height required by the underlying zoning district shall govern.

(2) Materials and detailing. New structures, additions and renovations shall be constructed to be long-lasting and use materials and detailing that maintain the distinct character and harmony of the Englewood Community Redevelopment District. Vinyl or metal siding is prohibited on the primary facades of buildings adjacent to public rights-of-way. All accessory structures shall use the same materials, color, and/or style of the primary façade if visible from a public way.

(3) Setbacks. New construction shall be set back a distance similar to that of adjacent buildings unless customer parking is provided adjacent to the street in support of CPTED principles. Exceptions may be granted if the setback is pedestrian oriented and contributes to the quality and character of the streetscape.

(4) Facades.

a. Front facades. A front building facade more than 80 feet in width shall be divided into increments by changes in materials, bay windows, wall offsets, or similar methods.

b. Rear façades. A minimum of 15 feet of a building's rear façade facing a public right of way, parking area, or open space shall consist of transparent materials, not including reflective glass.

(5) Natural features. Natural features shall be protected and integrated into site design and development where possible. The applicant shall demonstrate how the development protects and incorporates existing vegetation.

(6) Landscaping. Water conservation is encouraged through proper landscape plant selection, installation and maintenance practices. Native plant species are required. All non-residential development applications shall include a landscape plan as part of compliance review. The plan shall include the areas of natural vegetation to be protected, location and species of all plants to be installed, and an irrigation plan

(7) Signs. Site signage is limited to one freestanding monument sign per development parcel, scaled primarily for pedestrians, and not to exceed 100 square feet in area and 12 feet in height, except for multi-tenant development where the sign may be up to 300 square feet. Sign colors, materials, and lighting shall avoid adverse visual impacts on surrounding properties. Wall signs shall not obstruct design details, windows, or cornices of the buildings to which they are attached. ~~For individual tenants in a multi-tenant development, wall signs shall not exceed 20 square feet per sign.~~

(8) Lighting. Lighting in the overlay district should serve to illuminate facades, entrances and signage to provide an adequate level of personal safety while enhancing the aesthetic appeal of the buildings. Building and signage lighting must be indirect, with the light source hidden from direct pedestrian and motorist view.

(9) Parking. Parking in the overlay district must adequately serve the users without detracting from the compact design that makes it a successful commercial center. Off-street parking must be located in the rear. If the lot orientation cannot accommodate adequate rear parking, parking on the side may be permitted.

(10) Buffers and screening of outdoor storage. All outside storage must be screened from public view. The screening must use the same materials, color, and/or style as the primary building for architectural compatibility with the primary building and the building it is adjacent to. If the outside storage area is separate from the building it serves the following shall apply:

a. Type. Only fences constructed of legitimate fencing materials (may or may not be opaque) or masonry, concrete or stucco walls may supplement buffers. Specifically, garage doors and sheets of roofing material do not qualify for fencing or wall materials.

b. Screening of outdoor storage. Opaque fencing shall mean chain link fence with slats, privacy wooden fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco wall may also be used to screen outdoor storage.

Sec. 3-3.6 Palafox Overlay (Pfox-OL).

(e) Non-residential site and building requirements. The following non-residential site and building requirements apply within the Pfox-OL district

(1) Structure height. New or redeveloped buildings, or building additions, shall complement the existing pattern of building heights. No structure shall exceed 45 feet in height and any lower height required by the underlying zoning district shall govern.

(2) Materials and detailing. New structures, additions and renovations shall be constructed to be long-lasting and use materials and detailing that maintain the distinct character and harmony of the Palafox Community Redevelopment District. Vinyl or metal siding is prohibited on the primary facades of buildings adjacent to public rights-of-way. All accessory structures shall use the same materials, color, and/or style of the primary façade if visible from a public way.

(3) Setbacks. New construction shall be set back a distance similar to that of adjacent buildings unless customer parking is provided adjacent to the street in support of CPTED principles. Exceptions may be granted if the setback is pedestrian oriented and contributes to the quality and character of the streetscape.

(4) Facades.

a. **Front facades.** A front building facade more than 80 feet in width shall be divided into increments by changes in materials, bay windows, wall offsets, or similar methods.

b. **Rear façade.** A minimum of 15 feet of a building's rear façade facing a public right of way, parking area, or open space shall consist of transparent materials, not including reflective glass.

(5) Natural features. Natural features shall be protected and integrated into site design and development where possible. The applicant shall demonstrate how the development protects and incorporates existing vegetation.

(6) Landscaping. Water conservation is encouraged through proper landscape plant selection, installation and maintenance practices. Native plant species are required. All non-residential development applications shall include a landscape plan as part of compliance review. The plan shall include the areas of natural vegetation to be protected, location and species of all plants to be installed, and an irrigation plan.

(7) Signs. Site signage is limited to one freestanding monument sign per development parcel, scaled primarily for pedestrians, and not to exceed 100 square feet in area and 12 feet in height, except for multi-tenant development where the sign may be up to 300 square feet. Sign colors, materials, and lighting shall avoid adverse visual impacts on surrounding properties. Wall signs shall not obstruct design details, windows, or cornices of the buildings to which they are attached. ~~For individual tenants in a multi-tenant development, wall signs shall not exceed 20 square feet per sign.~~

(8) Lighting. Lighting in the overlay district should serve to illuminate facades, entrances and signage to provide an adequate level of personal safety while enhancing the aesthetic appeal of the buildings. Building and signage lighting must be indirect, with the light source hidden from direct pedestrian and motorist view.

(9) Parking. Parking in the overlay district must adequately serve the users without detracting from the compact design that makes it a successful commercial center. Off-street parking must be located in the rear. If the lot orientation cannot accommodate adequate rear parking, parking on the side would then be permitted.

(10) Buffers and screening of outdoor storage. All outside storage must be screened from public view. The screening must use the same materials, color, and/or style as the primary building for architectural compatibility with the primary building and the building it is adjacent to. If the outside storage area is separate from the building it serves the following shall apply:

a. **Type.** Only fences constructed of legitimate fencing materials (may or may not be opaque) or masonry, concrete or stucco walls may supplement buffers. Specifically, garage doors and sheets of roofing material do not qualify for fencing or wall materials.

b. Screening of outdoor storage. Opaque fencing shall mean chain link fence with slats, privacy wooden fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco wall may also be used to screen outdoor storage.

Sec. 3-3.8 Warrington Overlay (Warr-OL).

(e) Non-residential site and building requirements. The site and building requirements of non-residential uses within the Warr-OL are modified as follows:

(1) Structure height. New buildings, additions and redeveloped buildings shall complement the existing pattern of building heights. No structure shall exceed 45 feet in height and any lower height required by the underlying zoning district shall govern.

(2) Setbacks. New construction must maintain the existing alignment of facades along the street front. Exceptions may be granted if the setback is pedestrian oriented and contributes to the quality and character of the streetscape.

(3) Materials and detailing. New structures, additions and renovations shall be constructed to be long-lasting and use materials and detailing that maintain the distinct character and harmony of the Warrington Community Redevelopment District. Vinyl or metal siding is prohibited on the primary facades of buildings adjacent to public rights-of-way. All accessory structures shall use the same materials, color, and/or style of the primary façade if visible from a public way.

(4) Facades.

a. Front façade. A front building facade more than 80 feet in width shall be divided into increments by changes in materials, bay windows, wall offsets, or similar methods.

b. Rear façades. A minimum of 15 feet of a building's rear façade facing a public right of way, parking area, or open space shall consist of transparent materials, not including reflective glass.

(5) Awnings. Awnings are encouraged to enhance the character of Warrington while providing sun protection for display windows, shelter for pedestrians, and a sign panel for businesses.

(6) Natural features. Natural features shall be protected and integrated into site design/development where possible. The applicant shall demonstrate how the development protects and incorporates existing vegetation.

(7) Landscaping. Water conservation is encouraged through proper landscape plant selection, installation and maintenance practices. Native plant species are required. All non-residential development applications shall include a landscape plan as part of compliance review. The plan shall include the areas of natural vegetation to be protected, location and species of all plants to be installed, and an irrigation plan.

(8) Buffers and screening of outdoor storage. All outside storage must be screened from public view. The screening must use the same materials, color, and/or style as the primary building for architectural compatibility with the primary

building and the building it is adjacent to. If the outside storage area is separate from the building it serves the following shall apply:

1. **Type.** Only fences constructed of legitimate fencing materials (may or may not be opaque) or masonry, concrete or stucco walls may supplement buffers. Specifically, garage doors and sheets of roofing material do not qualify for fencing or wall materials.

2. **Screening of outdoor storage.** Opaque fencing shall mean chain link fence with slats, privacy wooden fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco wall may also be used to screen outdoor storage.

(9) **Signs.** Site signage is limited to one freestanding monument sign per development parcel, scaled primarily for pedestrians, and not to exceed 100 square feet in area and 12 feet in height, except for multi-tenant development where the sign may be up to 300 square feet. Sign colors, materials, and lighting shall avoid adverse visual impacts on surrounding properties. Wall signs shall not obstruct design details, windows, or cornices of the buildings to which they are attached. ~~For individual tenants in a multi-tenant development, wall signs shall not exceed 20 square feet per sign.~~

(10) **Lighting.** Lighting in the overlay district should serve to illuminate facades entrances and signage to provide an adequate level of personal safety while enhancing the aesthetic appeal of the buildings. Building and signage lighting must be indirect, with the light source(s) hidden from direct pedestrian and motorist view.

(11) **Parking.** Parking in the overlay district must adequately serve the users without detracting from the compact design that makes it a successful commercial center. Off-street parking must be located in the rear. If the lot orientation cannot accommodate adequate rear parking, parking on the side will be permitted.

(12) **If within HC/LI zoning.** Development within the HC/LI zoning district is subject to the following design standards.

a. **Landscaping.** A minimum 10-foot wide landscaped strip is required on all roadway frontages. The strip shall contain one tree and 10 shrubs for every 35 linear feet of frontage. Preservation of existing plants within the required landscaped areas can be used to satisfy this requirement. Buffers required adjacent to residential districts shall include a minimum of two trees and 15 shrubs for every 35 linear feet of required buffer length.

b. **Vehicular use areas.** Areas other than public rights-of-way, designed to be used for parking, storage of vehicles for rent or sales, or movement of vehicular traffic, shall be separated by a minimum five-foot wide landscaped strip from any boundary of the property on which the vehicular use area is located. The strip shall contain shrubs or ground covers with a minimum mature height of 24 inches and a maximum height of 30 inches. Plant material shall be spaced 18 inches to 24 inches apart, depending on mature size.

c. Parking lots. Interior parking areas shall have one landscape island containing at least one tree and shrubs or ground covers as per the above specifications, for every eight contiguous spaces.

d. Irrigation system. An irrigation system shall be installed for all landscaped areas of the site. All systems shall include rain sensors and all system materials used shall be ASTM approved.

e. Existing development. Any change of use to a HC/LI use within the overlay district must meet the above standards.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Location and Use Regulations, Article 7, Supplemental Use Regulations, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 7 Supplemental Use Regulations.

Sec. 4-7.3 Accessory uses and structures.

(b) Specific uses and structures.

(7) Home occupations and home-based businesses. Home occupations and home-based businesses are limited to the residents of a dwelling unit other than a manufactured (mobile) home, and allowed only as ~~an~~ accessory uses to the residential uses. A home occupation, or employment at home, is allowed wherever the host dwelling unit is allowed, but shall generally be unnoticeable to adjoining land uses. A home-based business, which is at a greater scale or intensity than a home occupation, is limited to the rural zoning districts (Agr, RR, RMU) and only allowed if impacts to adjoining land uses are minimal. Home occupations and home-based businesses shall comply with each of the following requirements:

a. Licenses. All required business, professional, or occupational licenses are obtained prior to commencement of the occupation or business and are maintained for the duration of the activity.

b. Exterior evidence. For home occupations, there is no evidence visible from outside of the dwelling or accessory building that any part of a building is utilized for an occupation. For home-based businesses, any evidence visible from outside of the dwelling or accessory building that any part of a building is utilized for a business is minimal. Such exterior evidence includes any storage~~,~~ or display~~, or signage~~ associated with the occupation or business. Signs~~age is~~ are limited for both uses ~~according to~~ as prescribed by the outdoor sign~~age~~ provisions in Article 8 of Chapter 5.

c. Off-site impacts. Occupations or business activities shall not create nuisances or adverse off-site impacts, including but not limited to noise, vibration, smoke, dust or other particulates, odors, heat, light or glare, or

electromagnetic interference. In a residential neighborhood, no activities are allowed to alter the character of the neighborhood.

d. Structural alterations. No structural alterations are made that would be inconsistent with the use of the dwelling exclusively as a residence or that would not customarily be associated with dwellings or their accessory buildings.

e. Employees. Employment in a home occupation is limited to residents of the dwelling unit unless the applicable zoning district allows BOA conditional use approval of non-resident employees. Employment in a home-based business may include no more than two non-resident employees.

f. Customers. No customers shall visit the house and there shall not be any additional traffic or an increase in demand for parking due to trucks or other service vehicles coming to the house.

g. Motor vehicles. The manufacture or repair of motor vehicles or other transportation equipment is prohibited.

Section 3. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 5, General Development Standards, Article 8, Signs, is hereby repealed in its entirety and replaced as shown in the attached Exhibit A.

Section 4. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 6, Definitions, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 6-0.3 Terms defined.

As used within the LDC, the following terms have the meanings established here:

-A-

~~*Abandoned sign.* Any sign face which advertises a business no longer conducted or product no longer sold. In making the determination that a sign advertises a business no longer being conducted, the enforcement official shall consider the existence or absence of a current occupational license, utility service deposit or account, use of the premises and relocation of the business. An abandoned sign is prohibited and shall be removed by the owner of the premises when there is a lack of maintenance or sign faces are missing, or as otherwise provided for in this article.~~

~~Any sign structure which has not been used for business purposes for over 90 days, and is nonconforming as to existing codes regarding height, setback or maintenance.~~

~~Any previously permitted portable or temporary sign for which the permit has expired.~~

~~*Awning, canopy or marquee sign.* A sign that is mounted or painted on, or attached to, an awning, canopy, or marquee that is otherwise permitted by county ordinance. The sign shall not project above, below or beyond the awning, canopy or marquee.~~

-B-

~~*Banner sign.* Any sign with characters, letters, illustrations or ornamentation applied to cloth, paper, flexible plastic or fabric of any kind that is not permanently attached to a solid backing of wood, plastic, metal, masonry, or similar rigid material. Maximum size allowed is 60 square feet.~~

~~*Billboard.* See "Off-premises sign."~~

~~*Bulletin board/directory sign.* A sign which identifies an institution or organization on the premises of which it is located and which contains the name of the institution or organization or the names of individuals connected with it, and general announcements of events or activities occurring at the institution or similar messages.~~

-C-

~~*Changeable copy sign.* A sign that is designed so that characters, letters, or illustrations can be manually changed or rearranged without altering the face or surface of the sign.~~

~~*Community Redevelopment Area (CRA) Gateway Sign*. A sign located within the right-of-way providing the name, location, and direction of the CRA.~~

~~*Construction sign.* A temporary sign erected on the premises on which construction is taking place, during the period of such construction, indicating the names of the architects, engineers, landscape architects, contractors or similar artisans, and the owners, financial supporters, sponsors, and similar individuals or firms having a role or interest with respect to the structure or project.~~

-D-

~~*Directional sign.* See "Informational sign."~~

-E-

~~*Electronic message center sign.* A sign that is a computerized, programmable electronic visual communications device capable of storing and displaying multiple messages in various formats at varying intervals for periods lasting at least five seconds.~~

-F-

~~*Facade sign.* See "Wall sign."~~

Fence. A ~~physical~~ structural barrier constructed as a boundary for separation, confinement, protection, screening, access control, or similar purposes~~, but not including hedges, shrubs, or other natural growth~~.

~~*Flashing sign.* A sign exhibiting sudden or marked changes in lighting intensity lasting in duration for periods of less than five seconds.~~

~~*Freestanding pole sign.* A freestanding sign that is mounted on a free standing pole or other similar support so that the bottom edge of the sign face is 9 1/2 feet or more above grade.~~

Freestanding sign. ~~Any nonmovable sign not affixed to a building. May be either a ground sign or a pole sign.~~ Any sign that stands on its own, not attached to a building or a fence, including pole signs, monument signs, and portable signs.

-G-

~~*Governmental sign.* A sign erected and maintained pursuant to and in discharge of any governmental function, or required by law, ordinance or other governmental regulation.~~

~~*Ground sign.* Any freestanding sign, other than a pole sign, placed upon or supported by the ground independent of any other structure; a monument sign.~~

-H-

~~*Historic sign.* Any sign officially designated historic by the appropriate federal, state or local historic entity or otherwise considered to be a local landmark by the board of adjustment.~~

~~*Holiday decorations.* Temporary signs and decorations, clearly incidental to, and customarily and commonly associated with, any national, local or religious holiday.~~

-I-

~~*Identification sign.* A sign giving the name, and/or address of a building, business development or establishment on the premises where it is located. Also known as name plate sign.~~

~~*Illuminated sign.* A sign lighted by or exposed to artificial lighting either by lights on, or in the sign, or directed towards the sign.~~

~~*Informational sign.* An on-premises sign commonly associated with, but not limited to, information and directions necessary or convenient for visitors coming on the property, including signs marking entrances and exits, parking areas, circulation direction, rest rooms, and pickup and delivery areas. Also known as a directional sign.~~

-M-

~~*Moving or animated sign.* Any sign or part of a sign which changes physical position by any movement or rotation.~~

~~*Multi-faced sign.* A sign composed of sections which rotate to display a series of advertisements, each advertisement being displayed for at least five seconds continuously without movement and the movement of the sections between displays being not more than two seconds.~~

~~*Mural.* A painting or other graphic art displayed on the façade of a building generally for the purposes of decoration or artistic expression.~~

-N-

~~*Name plate sign.* See "Identification sign."~~

~~*Nonconforming sign.* A sign which is lawfully erected but which does not comply with the land use, setback, size, spacing, and lighting provisions of this article or a sign which was lawfully erected but which now fails to comply with this article due to changed conditions.~~

-O-

~~*Off-premises sign or billboard.* A sign which directs attention to a business, commodity, service or entertainment conducted, sold or offered at a location other than the premises on which the sign is located.~~

~~*On-premises sign.* A sign that identifies only goods, services, facilities, events or attractions available on the premises where the sign is located.~~

-P-

~~*Political sign.* A temporary sign announcing or supporting political candidates or issues in connection with any national, state, or local election.~~

~~*Portable sign.* Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; including such signs even though the wheels may be removed and the remaining chassis or support structure converted to A-frames or T-frames; menu and sandwich board signs; balloons used as signs; umbrellas used for advertising unless part of an outdoor restaurant; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations of business, the sign area is less than two square feet per side and there is no reasonable alternative storage space.~~

~~*Projecting sign.* A sign that is wholly or partly dependent upon a building for support and which projects more than 24 inches from such building.~~

-Q & R-

~~*Real estate sign.* A sign pertaining to the sale or lease of the premises, or a portion of the premises, in which the sign is located.~~

~~*Roof sign.* A sign that is mounted on the roof of a building or which is wholly dependent upon a building for support and which projects above the point of a building with a flat roof, the eave line of a building with a gambrel, gable or hip roof of the deck line of a building with a mansard roof.~~

-S-

Sign. Any object, device, display, or structure, or part thereof, which is positioned and used to advertise, identify, announce, direct or attract attention, or otherwise visually communicate a message outdoors using words, letters, numbers ~~numerals~~, emblems, figures, symbols, pictures, or other ~~images~~ message elements. Signs are more specifically defined by type and character ~~form and use~~ in the outdoor sign~~age~~ standards of Chapter 5.

~~*Sign area.* The surface area of a sign shall be computed as including the entire area within the smallest rectangle, triangle, circle or other regular geometric form, or aggregates thereof, encompassing all of the display area of the sign and including all of~~

~~the elements of the matter displayed. Base, apron, supports and other structural members not bearing advertising matter shall not be included in computation of surface area. Border or trim shall be included in computation of surface area. One side only of a double-sided sign shall be used in computing sign area where they are placed back to back on a single sign structure and are at no point more than three feet apart.~~

~~*Sign face.* The area or display surface used for the message.~~

~~*Sign triangle.* See visual clearance section of landscaping provisions.~~

-W-

Wall sign. ~~A sign fastened to or painted on the wall of a building or structure in such a manner that the wall becomes the supporting structure for, or forms the background surface of the sign and which does not project more than 24 inches from such building or structure. Also, a sign mounted on the facia or sloped roof surface which does not extend above the elevation of the ridge or roof line nor project more than 48 inches from the roof or facia surface.~~ A sign that is attached to or painted on the exterior wall of a building in such a manner that the wall is the supporting structure for the sign or forms the background surface of the sign. For the allocation of sign area and other purposes of the LDC, wall signs include awning, canopy, fascia, marquee, roof, and window signs, but do not include fence signs.

~~*Wayfinding Signs*. A sign located within the right-of-way providing the name, location, and direction to a public or private place.~~

~~*Window sign.* A sign that is applied or attached to the exterior or interior of a window or located in such manner within a building that it can be seen from the exterior of the structure through a window.~~

-X, Y & Z-

~~*Zone lot.* A parcel of land in single ownership, or parcel of contiguous properties, existing as a unified or coordinated project, that is of sufficient size to meet minimum zoning requirements for area, coverage, and uses, and that can provide such yards and other open spaces as required by the land development code.~~

Section 5. Severability.

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

Section 6. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2016); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “chapter,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 7. **Effective Date.**

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

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

Article 8 Outdoor Signs.

Sec. 5-8.1 Purpose of article.

This article establishes land development standards for outdoor signs as required by the Comprehensive Plan. The purpose is to provide reasonable, content-neutral, nondiscriminatory sign regulation through time, place, and manner of use. It is the intent of these standards to protect and enhance the economic vitality and physical appearance of the county as a place to live, vacation, and conduct business. More specifically, this article is intended to:

(1) Enable the proper scale, quantity, period, and placement of signs to effectively promote commerce, to identify places of residence and business, and to orient, direct, and inform the public.

(2) Require that signs be adequately designed and constructed, and be removed when unauthorized or inadequately maintained, to protect the public from conditions of blight and the dangers of unsafe signs.

(3) Lessen visual confusion and hazards caused by improper height, placement, illumination, or animation of signs, and assure that signs do not obstruct the view of vehicles and pedestrians traveling public streets or create nuisance conditions.

(4) Preserve and protect the unique natural and scenic character of Pensacola Beach, Perdido Key, and other designated scenic areas of the county.

(5) Protect the interests of sign owners in continuing to use lawfully established and maintained signs while providing the community with a gradual remedy for existing undesirable conditions resulting from nonconforming signs.

(6) Identify the established processes for compliance review, approval and permitting of signs, the exemptions from that permitting, and the available processes to request variances to sign standards.

Sec. 5-8.2 General provisions.

(a) Sign and sign face defined. For the purposes of this article, a sign is any object, device, display, or structure, or part thereof, which is positioned and used to advertise, identify, announce, direct or attract attention, or otherwise visually communicate a message outdoors using words, letters, numbers, emblems, figures, symbols, pictures, or other message elements. Any surface which displays such elements is a sign face.

(b) Permits required.

1. **General requirement.** Unless specifically authorized in this article by an exemption from permitting, no person shall place, post, display, construct, alter, or relocate any sign without having first obtained all necessary permits through county review and approval for compliance with the standards of this article and other applicable code provisions. The review and approval process shall be as prescribed in Chapter 2. Regardless of any exemption from county permitting, all

signs remain subject to article standards of design, construction, placement, and maintenance.

2. **Pensacola Beach requirements.** As prescribed within the established written procedures of the Santa Rosa Island Authority (SRIA), signs located on Pensacola Beach may require the authorization of SRIA staff, the Architectural and Environmental Committee (AEC) of the SRIA, or the SRIA board prior to county approval.

(c) Nonconforming signs. Lawfully established and maintained signs that no longer comply with one or more current requirements of the LDC may continue as nonconforming signs in use as prescribed in this section and Article 2 of Chapter 1, but the expansion of any nonconformance is prohibited.

(1) Relocation. If a nonconforming sign is relocated for any reason, the sign shall be brought fully into compliance with the standards of this article, regardless of any estimated cost to replace the sign at its former location.

(2) Substantial expenses. When the restoration of any removed, destroyed, or damaged nonconforming sign would constitute an expense of more than 50 percent of the replacement cost of the sign as documented by a licensed sign contractor, the restored sign shall fully comply with the standards of this article. Similarly, within a calendar year, when any alteration to or maintenance on a nonconforming sign would constitute an expense of more than 50 percent of the sign's replacement cost, the sign shall be brought fully into compliance with article standards.

(3) Non-substantial expenses. Any alteration, repair, or maintenance to a nonconforming sign within a calendar year that would constitute an expense of 50 percent or less of the replacement cost of the sign shall comply with the following conditions for continuing sign nonconformance:

a. Repairs and maintenance. Repairs and maintenance shall be performed as necessary to maintain all nonconforming signs in good repair and safe condition, as they were originally authorized and without modifying their nonconformance. Any such work is exempt from sign permits, but may require building permits to ensure compliance with the *Florida Building Code*.

b. Alterations. Generally, no alterations other than sign face replacement shall be made to a nonconforming sign if any nonconformance of the sign or supporting structure would remain. However, alterations to sign area, including necessary modifications to supporting cabinets and frames, may be authorized by permit for a freestanding sign of nonconforming height if the alterations comply with all the following conditions:

1. The quantity of freestanding signs on the same parcel is, or is made to be, conforming.

2. The resulting sign height is no greater.

3. The new sign area is no greater than the old sign area or the current standard's maximum area, whichever is less.

(d) Variances. Variances to the strict application of the sign quantity, area, height, and sign-to-sign separation standards of this article are available, but only for signs that require county permitting (non-exempt signs). Variances may be granted according to the applicable variance conditions and review processes prescribed in Article 6 of Chapter 2. All such modifications shall maintain the stated purposes of this article and demonstrate the following additional technical conditions:

(1) Impairment. The effectiveness of signage that complies with the standards of this article is materially impaired and cannot be sufficiently corrected with reasonable and complying changes in sign luminance (brightness), contrast, placement, or orientation.

(2) Legibility. The sign letter weight is adequate (height to stroke width ratio no more than 5:1) and the message is limited to a reasonable number of elements to comprehend; nevertheless, signage that complies with the standards of this article cannot provide its primary audience (e.g., passing vehicles) with 30 feet or less of viewing distance per inch of letter height (legibility index of 30 ft./in. or less).

(e) Owner responsibility. All property owners, and leaseholders of property on Pensacola Beach, are responsible for the proper permitting, placement, construction, and maintenance of any signs on their property. These responsibilities include compliance with all applicable provisions of the LDC and the *Florida Building Code*, any required Florida Department of Transportation permitting for signs along state maintained roads, and the timely elimination of temporary or inadequately maintained signs.

(f) Overlay districts. In addition to the provisions of this article, signs shall comply with any prohibitions, limitations, or other sign standards of applicable overlay zoning districts as established in Article 3 of Chapter 3.

(g) Message substitution. Except for messages required by law or ordinance, any message on an authorized sign may be substituted in whole or part for any other message. This substitution allowance is intended to prevent any inadvertent regulatory favoring of messages, but it does not create a right to increase signage or modify any other provisions of this article.

(h) Enforcement. The standards of this article shall be enforced by county code enforcement officers as authorized in Chapter 30, *Code Enforcement,* Part I, Escambia County Code of Ordinances. Signs located on Pensacola Beach may also be subject to compliance inspection by the SRIA, which is authorized to summarily remove any unauthorized signs on lands under its jurisdiction. Any party or parties in violation of these standards shall be subject to notices of violation, citations, and civil penalties as prescribed in Chapter 30.

(1) Signs on public lands. Signs of any type placed on public lands, including public rights-of-way, in violation of the provisions of this article are subject to removal and disposal by code enforcement officers or other county-authorized personnel without notice or compensation. Such removal does not preclude citations or imposition of penalties for the violation.

(2) Unsafe signs. If the condition of any authorized sign becomes unsafe in the opinion of those authorized to enforce the provisions of this article, the owner shall remove the sign or secure it in a manner complying with this article and applicable building codes within 10 days after receiving written notice from the county. Where the danger is immediate, the condition shall be corrected without delay. If the unsafe condition is not corrected within 10 days, the county shall be authorized to correct the condition at the owner's expense, including removal of the sign.

Sec. 5-8.3 Signs defined by type and character.

For the purposes of this article, signs are defined and identified as follows and may be further characterized within the standards of the article:

(1) Freestanding signs. A freestanding sign is any sign that stands on its own, not attached to a building or a fence, including pole signs, monument signs, and portable signs.

- **a. Pole signs.** A pole or pylon sign is any freestanding sign that is elevated above the adjacent grade and mounted on one or more poles, pylons, or similar vertical supports from the ground.
- **b. Monument signs.** A monument or ground sign is any freestanding sign with its entire base placed directly on the ground.
- **c. Portable signs.** A portable sign is any freestanding sign that is not permanently attached to the ground or a permanent structure, or a sign that is designed to be transported.
- **d. Vehicle and trailer signs.** A vehicle or trailer sign is any sign that is made portable by permanent or temporary attached to or placement in any manner on a motor vehicle or trailer.

(2) Wall signs. A wall sign is any sign that is attached to or painted on the exterior wall of a building in such a manner that the wall is the supporting structure for the sign or forms the background surface of the sign. For the allocation of sign area and other purposes of this article, wall signs include awning, canopy, fascia, marquee, roof, and window signs, and murals, but do not include fence signs.

- **a. Awning, canopy, fascia, and marquee signs.** An awning, canopy, fascia, or marquee sign is any sign that is mounted or painted on, or attached to an awning, canopy, fascia, or marquee respectively, but not projecting above, below, or beyond the awning, canopy, fascia, or marquee.
- **b. Roof signs.** A roof sign is any sign that is mounted on the roof of a building, or wholly dependent on a building for support, and extending above the top of the wall of a flat-roofed building, above the eave line of a building with a hip, gambrel, or gable roof, or the deck line of a building with a mansard roof.
- **c. Window signs.** A window sign is any sign that is placed in or on a window or placed within a building in such a manner that it can be viewed through a window from the outside.

d. Projecting signs. A projecting sign is any sign supported by a building wall and extending outward from the wall with the sign display surface perpendicular to the wall.

e. Murals. A mural is any sign that is an original, one-of-a-kind work of visual art tiled or painted by hand directly upon the façade of a building.

(3) Fence signs. A fence sign is any sign that is attached to or painted on a fence in such a manner that the fence is the supporting structure for the sign. For the allocation of sign area and other purposes of this article, fence signs are neither freestanding signs nor wall signs.

(4) Changeable message signs. A changeable message sign is any sign that is designed to allow frequent changes in its displayed message. Messages may be changed through any of the following means, but a change in message does not constitute a different sign:

a. Manual. A periodic manual change on the sign face, typically by rearrangement of letters along horizontal tracks, by replacement of printed substrates, or by redrawing, all without otherwise altering the sign.

b. Mechanical. Different messages automatically displayed intermittently on the same sign face by mechanical means, as on the slatted face of a “tri-vision” sign that allows three different messages to revolve and appear at recurring intervals.

c. Electronic. An electronic message display made up of internally illuminated components (e.g., LEDs) of the sign face controlled by a programmable electronic device allowing remote or automatic display of multiple messages in various formats and at varying intervals.

d. Projection. A message display created by the projection of an image onto a building wall or other display surface from a distant device.

(5) Temporary signs. A temporary sign is any sign that is authorized to be placed in view for a limited period of time and required to be removed from view upon expiration of the authorized time. Temporary signs include balloon, air-activated, and banner signs.

a. Balloon signs. A balloon sign is any temporary sign that is gas-inflated.

b. Air-activated signs. An air-activated sign is any temporary sign with one or more parts given form or animation by mechanically forced air.

c. Banners. A banner is any temporary sign that is made of lightweight, non-rigid, and typically non-durable material such as cloth, paper, or plastic, and that is designed to be secured to a structure along two or more sides or at all corners by cords or similar means, or to be supported by stakes in the ground. A banner is not a wind sign.

(6) Flags and other wind signs. A wind sign is any sign that is designed and fashioned to move when subjected to winds, including wind socks, wind spinners, whirligigs, and flags. A flag is any wind sign made of a continuous sheet of fabric

or other flexible material, designed to be supported along one edge and typically flown from a pole or staff.

(7) On-premises and off-premises signs. An on-premises sign is any sign that is accessory to the authorized principal use or structure on the same parcel as the sign. On-premises signs are, therefore, subordinate in extent and purpose and customarily incidental to the principal use or structure as prescribed by the supplemental use regulations in Article 7 of Chapter 4. Any sign that is not an on-premises sign is an off-premises sign.

(8) Exempt and non-exempt signs. An exempt sign is any sign that is relieved by the provisions of this article from the requirement to obtain a county sign permit. Any sign that is not an exempt sign is a non-exempt sign requiring authorization by permit, but exemption does not modify the availability of non-exempt signage.

Sec. 5-8.4 Design, construction, and maintenance of signs.

Every sign, including those exempt from county permitting, shall be designed, constructed, placed, and maintained in compliance with the standards of this article and applicable provisions of the *Florida Building Code*. In addition to the provisions of this section, specific area, height, and quantity limits are prescribed in the subsequent sections of this article for both exempt and non-exempt, on-premises and off-premises signs.

(1) Sign area. For the purposes of this article, the area of a sign is the area of the smallest regular geometric shape (rectangle, triangle, circle, etc.), or simple combination of such shapes, that forms or approximates the perimeter of all sign message elements and comprises the sign face. When a background to the message elements is defined by a frame, outline, panel, or other border, the area of the background defined by that border is the sign area. In the calculation of sign area, the Planning Official may exclude minor appendages beyond the regular shape of the sign area perimeter.

a. Freestanding sign area. The area of a freestanding sign authorized by this article shall be the sum of the areas of the largest faces visible from any single direction, except as modified by the following:

1. Exclusions. In the calculation of sign area, the base, apron, supports, and other structural members not displaying elements of a sign message are not included.

2. Special conditions. For signs located on Pensacola Beach, and for any non-exempt off-premises signs (billboards), when two identical sign faces on the same sign structure are placed back-to-back or in a “V” configuration with an internal angle behind the faces of no more than 90 degrees, the sign area is calculated as the area of only one face.

3. Separate signs. Sign faces having no shared support from the same structure constitute separate signs and are subject to area (and other) standards accordingly.

b. Wall sign area. Except as provided in this article for on-premises signs located on Pensacola Beach, non-exempt wall sign area shall be authorized in proportion to the length of the exterior building wall to which the signs are attached. Similarly, wall sign area for any individual tenant space within a multi-tenant building shall be in proportion to the exterior wall length of that space.

1. **Multiple signs.** Each building, or each tenant space of a multi-tenant building, may have multiple wall signs, but the total wall sign area on a building or tenant wall shall not exceed the allowance for that wall. Unused sign area on one building or tenant wall is not available to any other building or tenant wall.
2. **Sign background.** The architectural features of a wall do not by themselves define the background area that must be included in the calculation of wall sign area.
3. **Window signs.** The placement of window signs shall not obscure more than 30 percent of the area of the window in or on which they are placed or through which they are viewed. Additionally, window signs located on Pensacola Beach must be incorporated as part of a display of merchandise or services offered and may not be affixed to a window.

(2) Sign height. Unless otherwise noted, freestanding sign height shall be measured from the highest adjacent grade at the base of the sign.

(3) Sign placement. In addition to the following placement standards, signs shall maintain industry standard clearances and otherwise avoid interference with utility lines and equipment:

a. Prior authorization. No signs shall be placed on any property without prior authorization of the property owner. Signs shall not be placed on public property, including public rights-of-way, or placed on private property in any manner that projects or extends a sign over public property, without applicable public agency authorizations and permits.

b. Spacing. Where spacing or separation standards apply, the distance shall be measured in a straight line to the center of each sign unless otherwise noted.

c. Conflicts. No part of any sign, exempt or non-exempt, on-premises or off-premises, temporary or permanent, shall obstruct vision on private property along a street right-of-way between three feet and nine feet above grade within 10 feet of the right-of-way. Sign placement shall also comply with sight visibility standards for driveway and street intersections and avoid conflicts with protected trees, both existing and those planted to comply with county standards.

d. Wall sign projection. Wall signs shall not project more than 24 inches from the supporting wall, or if mounted on a sloped roof surface, shall not extend above the roof line or project more than 48 inches from the roof surface.

(4) Sign illumination. Where authorized, signs may be illuminated by internal or external artificial light sources that comply with the following standards:

a. Luminance. Sign luminance, the light emitted by a sign or reflected from its surface, shall not be greater than necessary to reasonably allow the sign to be viewed by its primary audience (e.g., passing vehicles). Additionally, from dusk until dawn no sign may exceed a maximum luminance level of 500 candelas per square meter (cd/m^2), regardless of the source of illumination.

b. Source and direction. External light sources shall be directed onto sign faces and effectively shielded to prevent the direct illumination of any adjacent buildings or street rights-of-way. All externally illuminated signs located on Pensacola Beach shall be either face-lighted by spotlights or similar fixtures directing light only downward onto the sign surface, or shadow-lighted by indirect concealed light sources behind opaque sign elements, and shall make no use of exposed neon.

c. Glare. Lighting shall not create excessive glare for pedestrians, motorists or adjacent uses, or obstruct the view of traffic control devices or signs.

d. Marine shorelines. Along any marine shoreline, illuminated signs shall not be located on the seaward or shore-perpendicular sides of any structures, and sign lighting shall not directly, indirectly, or cumulatively illuminate the beach. Lighting along any marine shoreline is additionally limited for natural habitats as prescribed in the natural resources regulations of Chapter 4.

(5) Electronic signs. Electronic display and projected image signs shall comply with the following additional standards:

a. Movement. Only as authorized within this article may displays and projected images include dynamic messages that appear or disappear through dissolve, fade, travel, or scroll modes, or similar transitions and frame effects; or have text, animated graphics, or images that appear to move or change in size, or are revealed sequentially. None shall flash or pulsate.

b. Display times. Each message shall be displayed or projected a minimum of six consecutive seconds.

c. Controls. Each sign shall include an automatic control regulating display or projection brightness in compliance with the luminance standards of this article. Additionally, ambient light monitors shall automatically adjust the brightness to ambient light conditions, and a default control shall turn off the sign or freeze the message in one position if a malfunction of normal operation occurs.

(6) Multi-tenant signage plans. Development plans for any shopping center, office park, or other multi-tenant non-residential development shall include a master plan for the development's freestanding signage. The signage plan shall establish an adequate distribution among tenants of the total non-exempt freestanding site sign area and locations available to the development, including any assignment of electronic message area.

a. Plan authority. Upon county approval of the signage plan, non-exempt freestanding signage for the entire development and its tenants shall be as prescribed by the plan, regardless of subsequent changes in property ownership or tenancy, unless a revised signage plan for the entire development is resubmitted by the property owner(s) and approved by the county.

b. Plan variances. A variance to the total freestanding signage available for distribution by a signage master plan may be requested under the provisions of Chapter 2, but no variance is available individually to any tenant subject to an approved plan.

(7) General construction and maintenance. Outdoor signs and their supporting structures shall comply with the following construction and maintenance requirements:

a. Weather resistance. Signs shall be constructed of weather resistant materials.

b. Use of wood. Bare wood is prohibited as part of any sign face, and wood embedded in the soil as structural support for permanent signs shall be pressure treated for in-ground use.

c. Painting. All painted signs and metal parts prone to corrosion shall be kept neatly painted.

d. Wind hazard. Signs exempt from wind load requirements of the *Florida Building Code* shall, nevertheless, be sufficiently constructed and anchored to avoid the hazard of contributing to windborne debris during severe weather.

e. Condition. All signs and sign structures, together with their supports, anchors, and electrical components, shall be maintained in good repair and safe condition to ensure sign messages are clearly legible and to avoid the blight and hazards of deteriorated signs.

Sec. 5-8.5 Prohibited signs and conditions.

The following signs, sign locations, and sign characteristics are prohibited:

(1) Motion, light, and sound. Any sign that moves or changes, that contains mirrors or other reflective surfaces, that produces glare, flashes or exhibits other noticeable changes in lighting intensity, or that emits visible vapors, particulates, sounds, or odors, except as specifically authorized in this article for changeable message signs.

(2) Obscenity. Any sign displaying words, pictures, or messages that are obscene as defined by Chapter 847, Florida Statutes, and in application of contemporary community standards of the county.

(3) Obstruction and interference. Any sign constructed or maintained in any manner that endangers or obstructs any firefighting equipment or any fire escape, window, door, or other means of egress. Also, any sign that interferes with any opening required for ventilation, prevents free passage from one part of

a roof to any other part, or blocks a public sidewalk or required pedestrian walkway.

(4) On Pensacola Beach. The following additional signs or characteristics of signs located on Pensacola Beach, unless specifically authorized by the SRIA: searchlights, balloons, air-activated signs, wind signs, and similar devices or ornamentation designed for the purposes of attracting attention, promotion, or advertising; bare bulb illumination around a sign perimeter; back-lighted or plastic signs; projected image signs; signs on benches; banners; murals or other signs painted directly on fences, walls, or any exterior parts of a building; and roof signs.

(5) Traffic hazards. Any sign that creates a traffic hazard or a detriment to pedestrian safety. Such hazards include any sign that projects into the line of sight of a traffic signal and disrupts the minimum required sight distance; any sign that obstructs vision between pedestrians and vehicles using public rights-of-way; and any sign that imitates, resembles, or interferes with the effectiveness of an official traffic sign, signal, or other traffic control device.

(6) Unauthorized. Any sign not authorized by the provisions of this article, including handbills, posters, and notices attached to trees, utility poles, park benches, or other objects and structures not designed or authorized for the attachment of signs.

Sec. 5-8.6 Exempt signs and activities.

(a) General sign exemption. Signs not visible from a public right-of-way or other public land are exempt from the requirement to obtain county sign permits. This general exemption does not apply to signs that are simply illegible. As further established in this section, additional exemptions are authorized specific to work done on signs, sign type, parcel use, and zoning. The following conditions apply to all authorized exemptions:

(1) Remaining standards. Exempt signs shall be designed, constructed, placed, and maintained in compliance with the provisions of this article, other applicable provisions of the LDC, and the *Florida Building Code*.

(2) Prevailing limits. No sign exemption supersedes or cancels any prohibitions or restrictions on the display of signs established in this article, any restrictive covenants adopted for a development, or any executed lease agreements, including those for Pensacola Beach properties requiring written authorization from the SRIA before displaying signs.

(3) Relation to non-exempt signs. Exempt signage does not modify or limit the availability of non-exempt signage authorized in this article. Additionally, the allocations for exempt signs are separate from those for non-exempt signs, and neither shall be used to supplement the other in the authorization of an individual sign.

(b) Sign face replacement exemption. The face of a conforming or nonconforming sign may be replaced without a permit if no other alterations are made to the sign, including modifications to the size or configuration of supporting cabinets or frames.

(c) Sign repair and maintenance exemption. Repairs and maintenance performed as necessary to maintain conforming or nonconforming signs in good and safe condition as originally authorized is exempt from sign permits.

(d) Sign-specific exemptions. In addition to the general and parcel-specific exemptions established in this section, the following specific signs are exempt from county sign permits with the conditions noted:

(1) Accessory device signs. Signs manufactured as standard, permanent, and integral parts of mass-produced devices accessory to authorized non-residential uses, including vending machines, fuel pumps, and similar devices customarily used outdoors. However, outdoor vending machines on Pensacola Beach shall be effectively screened from view from public rights-of-way.

(2) Bus stop signs. Signs located on bus stop shelters and benches if complying with county traffic safety placement requirements and limited to locations and signs approved by the Escambia County Area Transit (ECAT) for bus stops along ECAT system routes.

(3) Cemetery monuments. Permanent monuments placed within cemeteries.

(4) Drive-through signs. Except on Pensacola Beach, drive-through service signs, one per development parcel, a maximum 40 square feet in area and eight feet in height. Such signs shall be single-sided, located on the parcel providing the service, and adjacent to and oriented for view from the drive-through lane.

(5) Entry and exit signs. For any parcel of an authorized multi-family or non-residential use, one freestanding on-premises sign immediately adjacent to each authorized paved vehicular access to a public street, each sign a maximum six square feet in area, three feet in height, and not a changeable message sign.

(6) Fence signs. Signs mounted for pedestrian view on authorized fences, each sign a maximum three square feet in area (e.g., 18 in. x 24 in.) and a minimum 50 feet separating any two such signs on the same fence.

(7) Government or public signs. Signs placed or required to be placed by agencies of county, state, or federal government, including but not limited to: traffic control signs, street address numbers, building permits, flags, notices of any court or law enforcement officer, redevelopment area gateway signs, public monuments, hazard warnings, and public information signs. These signs may deviate from the type, quantity, duration, area, color, height, placement, illumination, or other standards of this article as necessary to comply with the law, rule, ordinance, or other governmental authorization by which the signs are placed.

(8) Integral building signs. Signs cut into masonry surfaces, inlaid, or otherwise constructed as integral and permanent parts of buildings, each sign a maximum six square feet in area; and stained-glass windows of any size.

(9) Murals. Except on Pensacola Beach, murals on walls of authorized non-residential buildings, excluding the walls of a building's primary façade, and provided each mural is a maximum 200 square feet in area and contains no text. Murals authorized within the applicable allocation of non-exempt wall signage are not subject to these limits. Additionally, murals exceeding these size and manner of use restrictions may be approved as conditional uses by the Board of Adjustment according to the applicable conditions and review process prescribed in Article 6 of Chapter 2.

(10) Recreational facility signs. Signs accessory to and within outdoor recreational facilities, only if oriented for view from within the facilities. Such signs include scoreboards, sponsor signs attached to the field side of playing field fences, and concession stand signs.

(11) Temporary decorations. Temporary decorations accessory to the authorized land use and customarily associated with a short-term event, such as a holiday or a special event as defined in the temporary use provisions in Article 7 of Chapter 4. Except on Pensacola Beach, such decorations may include balloon and air-activated signs a maximum 10 feet in height.

(12) Vehicle and trailer signs. Signs on any motor vehicles or trailers actively in transit along public streets, and any of the following signs attached to or placed on registered, operable, and lawfully parked motor vehicles or trailers, but not including manufactured (mobile) homes or changeable message signs:

a. Parked. Signs on a vehicle at the residence of the principal driver of the vehicle, or on a vehicle or trailer at the residence of the individual to whom the unit is registered, or signs on a vehicle or trailer parked a maximum 24 hours at any site.

b. Maximum area. Signs a maximum six square feet in total area per vehicle or trailer side.

c. In service. Signs on a vehicle or trailer in the service of a licensed or otherwise bonified enterprise, and on the authorized site of that enterprise or on any site where the enterprise is actively providing its goods or services.

d. In storage. Signs on vehicles or trailers stored within parcel areas authorized for such outdoor storage, including parcels authorized for the sale, lease, or rental of vehicles or trailers.

(13) Wall signs. Signs mounted for pedestrian view on the walls of authorized principal and accessory buildings, each sign a maximum three square feet in area (e.g., 18 in. x 24 in.).

(14) Wind signs.

a. Flags. Flags accessory to the authorized land use of the parcel, and not otherwise exempt as temporary decorations, allowed in any combination of the following types with applicable limits:

1. **String flagging.** Except on Pensacola Beach, string flagging accessory to an authorized multi-family or non-residential use. Each flag or pennant a maximum one square foot in area, suspended from one side along a stringer line, and in combination on the line with any number of other such flags or pennants.

2. **Blade or feather flags.** Except on Pensacola Beach, pole-supported "blade" or "feather" type flags accessory to an authorized multi-family or non-residential use. Each flag a maximum three feet in width and 12 feet in height. A maximum one flag per 50 feet of parcel street frontage and three flags per frontage with any flag spacing.

3. **Other flags.** Other typically pole-supported flags (e.g., U.S. flag) accessory to the authorized use and no more than two per parcel. If flown from a pole, each flag shall be proportional to its flagpole such that the hoist side is no greater than 25 percent of the height of a supporting vertical pole, or 50 percent of the length of a supporting pole projecting from a building wall. Vertical flagpoles within residential zoning districts or for single-family dwellings are limited to 25 feet in height and one per lot.

b. Other wind signs. Wind signs, other than flags or exempt temporary decorations, accessory to any authorized single-family or two-family residence, including wind socks, wind spinners, and whirligigs.

(e) Parcel-specific exemptions. In addition to the general and sign-specific exemptions established in this section, a separate allocation of non-illuminated freestanding signage for each development parcel is exempt from county sign permits. This parcel-specific exemption is established primarily to accommodate temporary signs of varying periods of display. Any changeable message signs as parcel-specific exemptions are limited to manually rewritable forms.

(1) One- and two-family parcels. Each parcel whose authorized principal use or development is single-family or two-family residential, or whose zoning district is residential (RR, LDR, MDR, HDR, LDR-PK, MDR-PK, HDR-PK, LDR-PB. MDR-PB, or HDR-PB), is authorized to display freestanding signage without county sign permits, subject to the following:

a. Quantity, area, and height. A maximum of two signs for each parcel, each sign a maximum six square feet in area (e.g., 24 in. x 36 in.) and six feet in height.

b. Additional quantity. A third sign within the same area and height limits of the initial signs is authorized for each parcel within the Agricultural, RMU, LDMU, HDMU, Commercial, HC/LI, Industrial, or Public zoning district. Alternatively, except on Pensacola Beach, a third sign is authorized for placement along the secondary street frontage of any corner lot.

c. Additional area. Where the parcel is within a mainland zoning district and fronts on a street having a posted speed limit of 40 mph or greater, the maximum authorized area of each sign along that frontage is doubled to 12 square feet.

d. Portability. The sign may be portable only if accessory to an occupied residential structure on the parcel.

(2) Multi-family and non-residential parcels. Each parcel whose authorized principal use or development is not single-family or two-family residential, and whose zoning is not residential (not RR, LDR, MDR, HDR, LDR-PK, MDR-PK, HDR-PK, LDR-PB. MDR-PB, or HDR-PB), is authorized to display freestanding signage without county sign permits, subject to the following:

a. Quantity, area, and height. A maximum of one sign per parcel street frontage, each sign a maximum 32 square feet in area (e.g., 4 ft. x 8 ft.) and 10 feet in height, except on Pensacola Beach where the sign area may not exceed 12 square feet.

b. Additional quantity. Within the same area and height limits of the initial sign, a second sign is authorized for any individual street frontage greater than 200 feet, and a third sign for any frontage greater than 600 feet.

c. Additional area. Where the parcel is within the Agricultural, RMU, LDMU, HDMU, Commercial, HC/LI, Industrial, or Public zoning district, the maximum authorized area of a sign is increased to 50 square feet.

d. Portability. The sign may be portable only if accessory to an occupied principal structure on the parcel.

e. Banners. Except on Pensacola Beach, each authorized sign may be displayed as a banner of the same maximum area if accessory to an authorized use. However, no banner shall be attached to a fence, exceed four feet in height if ground-mounted, or be displayed above the roof line if attached to a building.

Sec. 5-8.7 Temporary signs by permit.

Temporary signs not otherwise prohibited or exempt from county permits as prescribed in the preceding sections of this article may be authorized by permits under the conditions of this section. Temporary sign permits shall specify the authorized period of use. All temporary signs remain subject to the design, construction and maintenance standards of this article. Temporary signage by permit does not modify or limit the availability of permanent signage authorized in this article unless specifically noted. The following temporary signs are subject to the permit conditions noted:

(1) Balloon and air-activated signs. Except on Pensacola Beach, balloon signs and air-activated signs not eligible as exempt temporary decorations may be temporarily authorized by county permit for a single display period of no more than 14 days when accessory to the authorized land use. Each sign is limited to a setback of no less than the height of the sign from all rights-of-way, parcel lines, and overhead utility lines. All signs shall be adequately secured to the ground to prevent horizontal movement. Relocation for use on a different parcel shall require a new temporary permit, regardless of any remaining period of the prior authorization.

(2) Banners. Banners not eligible as multi-family or non-residential parcel-specific exemptions may be temporarily authorized by county permit for grand openings and other short-term events. However, no banner may be attached to a fence, no ground-mounted banner shall exceed four feet in height, and no banner attached to a building shall be displayed above the roof line. Permitted banners shall be conspicuously marked with the permit number and dates of permitted use. Temporary banners are further limited by the following:

a. On Pensacola Beach. Banners may be authorized on Pensacola Beach according to the established written policies of the SRIA only if application is made to SRIA staff a minimum of 10 business days prior to the date of use. Unless otherwise authorized by the AEC for a maximum 30 days, the display of a banner is limited to a maximum 14 days.

b. On mainland and Perdido Key. Banners may be permitted when accessory to authorized multi-family or non-residential uses within mainland or Perdido Key zoning districts, each banner a maximum 60 square feet in area. For the lot of any such use, a single permit may authorize only one banner for a maximum 30 days. Additionally, no more than two permits shall be issued for the same lot during any calendar year, but the times of authorization may coincide or differ in whole or part. A banner may also be authorized by permit to exceed the limits on area and period of use when used to temporarily cover the permanent sign of a previous tenant.

(3) Flags on Pensacola Beach. Temporary flags on Pensacola Beach may be authorized for special events under the same conditions as banners.

(4) Projected image signs. Except on Perdido Key and Pensacola Beach, projected image signs may be temporarily authorized for a period of up to 30 days by county permit as on-premises signs accessory to an authorized non-

residential land use. Projected images shall comply with all sign illumination standards of this article.

(5) Vehicle and trailer signs. Except on Pensacola Beach, the parking or placement of a non-exempt vehicle or trailer sign may be temporarily authorized by county permit on the parcel of an authorized non-residential use for a maximum 60 days. The sign is limited to a maximum 100 square feet in area and 10 feet in height, and shall be conspicuously marked with the permit number and dates of permitted use. Relocation for use on a different parcel shall require a new temporary permit, regardless of any remaining period of the prior authorization.

Sec. 5-8.8 On-premises permanent signs.

(a) Generally. Unless authorized in this article as temporary or exempt, on-premises signs shall comply with the provisions of this section as determined by the applicable zoning district and authorized land use.

(b) Mainland residential, recreation, and conservation districts. On-premises non-exempt signs within mainland residential, recreation, and conservation zoning districts (RR, LDR, MDR, HDR, Rec, Con) shall comply with the following additional standards:

(1) Residential uses. Residential subdivisions and multi-family developments are allowed up to two signs at each development entrance. Each sign is limited to a maximum 32 square feet in area and six feet in height. A multi-family development may substitute one development entrance sign for one wall sign limited to the same 32 square feet.

(2) Non-residential uses. The principal non-residential structure on a development parcel is allowed either one freestanding sign a maximum 32 square feet in area and six feet in height, or a maximum 2.00 square feet of wall sign area per lineal foot of building frontage at grade with a minimum 20 square feet for any individual tenant frontage of a multi-tenant building.

(3) Changeable message. Manual and mechanical changeable message signs are allowed for both residential and non-residential uses, but projected image signs are prohibited and electronic message signs are limited to static message display with instantaneous change of message. These allowed forms of changeable message may be utilized for any portion of authorized sign area.

(c) Mainland agricultural and mixed-use districts. On-premises non-exempt signs within mainland agricultural and mixed-use zoning districts (Agr, RMU, LDMU, HDMU) shall comply with the following additional standards:

(1) Residential uses. Residential uses are allowed the same signage as residential uses in the mainland residential districts.

(2) Non-residential uses. Commercial subdivisions are allowed the same development entrance signage as residential subdivisions. Non-residential uses and structures within the HDMU district are allowed the same signage as those

within the mainland commercial and industrial districts. Other principal non-residential structures on a development parcel are allowed the following signage:

a. General sign allowance. Within the Agr, RMU, and LDMU districts, either one freestanding sign a maximum 32 square feet in area and six feet in height, or a maximum 2.00 square feet of wall sign area per lineal foot of building frontage at grade with a minimum 20 square feet for any individual tenant frontage of a multi-tenant building.

b. Increased area and height. For properties fronting a collector or arterial street, the maximum area and height of a freestanding sign is increased to 50 square feet and 10 feet respectively if the sign is at least 100 feet from any single-family or two-family dwelling. Maximum wall sign area is increased to 2.50 square feet per lineal foot of building frontage if the building is more than 200 feet from the public right-of-way.

(3) Changeable message. Manual and mechanical changeable message signs are allowed for both residential and non-residential uses, but projected image signs are prohibited. For residential uses, electronic message signs are limited to static message display with instantaneous change of message. Non-residential use electronic signs are also limited to static message display, but the transition from one message to the next may occur by scroll, travel, fade, or dissolve effects completed within a maximum two seconds. These allowed forms of changeable message may be utilized for any portion of authorized sign area.

(d) Mainland commercial, industrial, and public districts. On-premises non-exempt signs within mainland commercial, industrial, and public zoning districts (Com, HC/LI, Ind, Public) shall comply with the following additional standards:

(1) Residential uses. Residential uses are allowed the same signage as residential uses in the mainland residential districts.

(2) Non-residential uses. Commercial subdivisions are allowed the same development entrance signage as residential subdivisions. Other principal non-residential structures on a development parcel are allowed the following signage:

a. Freestanding signs. Freestanding signs are limited by characteristics of the development parcel as follows:

1. Quantity and spacing. One freestanding sign structure is allowed per individual parcel street frontage and one additional structure for each full acre in development parcel size above two acres, but a maximum four sign structures are allowed regardless of frontage or acreage. The structures shall be placed no less than 200 feet from any other non-exempt sign structures on the same development parcel, excluding billboards.

2. Area and height. A maximum 1.00 square foot of freestanding sign area is allowed per lineal foot of parcel street frontage, and a minimum total of 50 square feet is allowed for any development parcel regardless of street frontage. If the on-premises freestanding signage for an entire parcel is

limited to one sign structure, the total sign area from all parcel street frontage is available to that structure, subject to area limits applicable to its location. Regardless of street frontage or number of sign structures, the maximum sign area and height for all individual freestanding signs is additionally limited by the size of the parcel and the classification of the street to which the sign structure is closest according to the following:

Sign Location by street classification	**Maximum Sign Area** per individual support structure and development parcel area		**Maximum Sign Height**
	8 acres or less	greater than 8 acres	
Interstate (within 125 ft. of right-of-way)	250 sq.ft.	375 sq.ft.	50 ft.
arterial or 4-lane street	250 sq.ft.	300 sq.ft.	35 ft.
collector street not 4-lane	150 sq.ft.	225 sq.ft.	25 ft.
local street	100 sq.ft	150 sq.ft	20 ft.

b. Wall signs. A maximum 2.25 square feet of wall sign area is allowed per lineal foot of building frontage at grade. The maximum wall sign area is increased to 2.50 square feet per lineal foot for any building frontage facing an arterial or four-lane street, and is increased to 2.75 square feet per lineal foot for any building frontage more than 200 feet from the public street right-of-way. A minimum 20 square feet is allowed for any individual tenant frontage of a multi-tenant building.

(3) Changeable message. The following forms of changeable message may be utilized for any portion of authorized sign area, except that electronic message area is limited to 50 percent of the total sign area on a single structure and to one sign on that structure:

a. Residential and non-residential. For both residential and non-residential uses, manual and mechanical changeable message signs are allowed.

b. Residential. For residential uses, projected image signs are prohibited and electronic message signs are limited to static message display with instantaneous change of message.

c. Non-residential. For non-residential uses, projected image signs are allowed and electronic message signs may employ all display features and functions except flashing, pulsating, or full motion video display.

(e) Perdido Key districts. On-premises non-exempt signs within Perdido Key zoning districts shall comply with the following additional standards:

(1) Residential districts. Uses in the Perdido Key residential zoning districts (LDR-PK, MDR-PK, HDR-PK) are allowed the same signage as uses in the mainland residential districts.

(2) Commercial districts. Uses in the Perdido Key commercial zoning districts (Com-PK, CC-PK, CG-PK, PR-PK) are allowed the same wall signage allowed for mainland commercial zoning districts, but only 50 percent of the freestanding sign area. The maximum area of any individual freestanding sign is 100 square feet and the minimum spacing between all non-exempt freestanding signs on the same development parcel is 300 feet.

(3) Changeable message. Changeable message signs, excluding projected image signs, are authorized for both residential and non-residential uses, but each sign is limited to 32 square feet in area.

(f) Pensacola Beach districts. On-premises non-exempt signs for any establishment within Pensacola Beach zoning districts may be wall signs, freestanding signs, or both and shall comply with the following additional standards:

(1) Sign construction.

a. Colors and logo. The colors of the main lettering and background of all signs shall be limited to the color options adopted by the SRIA, except up to one-third of a sign's area may include an establishment's logo, which may include the name or special color scheme of that establishment. Any exterior portion of a structure that deviates in color from the main part of the structure and represents the establishment's color scheme or logo is considered to be signage.

b. Attached lettering. All permanent signs shall incorporate the use of attached lettering. The use of plywood with painted-on lettering is not permitted.

(2) Single-family uses. Residential subdivisions for single-family detached or attached (townhouse) dwellings are allowed up to two signs at each development entrance. Each sign is limited to a maximum 32 square feet in area and six feet in height.

(3) Multi-family and non-residential uses. Multi-family residential developments and non-residential establishments are allowed the following signage:

a. Freestanding signs.

1. Quantity. One freestanding sign is allowed per master lease agreement or multi-tenant development.

2. Area and height. Total freestanding sign area on a single structure shall not exceed 65 square feet. Signs are encouraged to be low and horizontal in character. The top and bottom of a freestanding sign shall not exceed 14 feet and six feet, respectively, above the crown of the nearest street. However, establishments whose principal structures are

750 feet or more from the street right-of-way may have freestanding signs up to 18 feet high.

3. **Placement.** Freestanding signs shall be placed within or directly adjacent to a landscaped area which shall not be smaller than the face area of the sign itself.

4. **Portable signs.** Portable signs are limited to temporary A-frame or sandwich board signs, which shall be permitted subject to the established written policies of the SRIA.

b. Wall signs.

1. **Area and quantity.** The maximum area allocated to all wall signs on a building shall not exceed 10 percent of the building wall surface area facing the addressed street, except that buildings with more than one street front may have wall sign area up to 15 percent of the wall surface facing the addressed street. The wall surface area from which sign area is determined may include the roof surface when its slope is steeper than 45 degrees. The available wall sign area may be allocated to one or more wall signs mounted on a vertical wall surface, but no individual wall sign shall exceed 200 square feet, and within any multi-tenant development, each tenant is limited to 16 square feet regardless of the building total.

2. **Lighted canopies.** Lighted canopies displaying the name of the establishment require a color rendering of the proposed canopy, including dimensions of the canopy and the building to which it will be attached, to be presented for approval according to the established written policies of the SRIA.

3. **Window signs.** Interior electric signs used as window signs are limited to a total of six square feet per establishment.

c. Changeable message. Changeable message signs, excluding projected image signs, are allowed if incorporated into the main sign and limited to no more than one-third of its area.

Sec. 5-8.9 Off-premises permanent signs (billboards).

Unless authorized in this article as temporary or exempt, an off-premises sign shall be regulated as a billboard and comply with the additional provisions of this section. The placement of a billboard does not require a minimum lot area or the presence of a principal structure on the site, but shall be subject to the following limitations:

(1) Maximum number. The maximum number of permitted billboard structures within the county is limited to the number existing or having received county approval as of December 12, 2001, and those additional structures allowed for replacement of billboard structures removed along scenic highways as provided in this section.

(2) New billboards. A building permit for the construction of a new billboard structure may only be issued after the removal of an existing billboard structure is

confirmed. Confirmation may be in the form of a photograph submitted by the applicant or a site inspection by county personnel. Upon removal confirmation a certificate shall be issued to the owner of the removed structure who may redeem the certificate for a building permit to construct a new billboard structure, hold it for future redemption, or convey it to a third party for redemption.

(3) Removal along scenic highways. Notwithstanding the maximum number of permitted billboards, the removal of an existing billboard structure along an officially designated scenic highway will entitle the owner of the removed billboard to purchase building permits for construction of two new billboard structures at other locations complying with the provisions of this article.

(4) Area and height. The maximum sign area and height for an individual billboard structure is limited by the classification of the street to which the sign structure is closest according to the following:

Billboard Location by street classification	**Maximum Sign Area** per individual support structure	**Maximum Sign Height**
Interstate (within 125 ft. of right-of-way)	378 sq.ft.	50 ft.
arterial or 4-lane street	378 sq.ft.	35 ft.
all other streets	100 sq.ft.	20 ft.

(5) Placement.

a. Zoning. Billboards are prohibited within all residential, Perdido Key, and Pensacola Beach zoning districts, and within all areas zoned Gateway Business District (GBD), Gateway Mixed Use District (GMD), Gateway Industrial District (GID), or Industrial Commerce Park District (ID-CP) prior to adoption of any mainland Commercial (C), Heavy Commercial and Light Industrial (HC/LI), or Industrial (I) zoning.

b. Proximity to residential. In addition to the prohibition within residential zoning districts, no billboard shall be located within 100 feet of any residentially zoned (RR, LDR, MDR, HDR) property as measured along a right-of-way. The distance shall be measured from a point where a horizontal line extending from the billboard is perpendicular to the right-of-way, to the point of intersection of the residential district boundary with the right-of-way.

c. Right-of-way setback. The minimum setback of a billboard from a public street right-of-way is 15 feet to the nearest edge of the sign.

d. Spacing. The distance between billboard structures on the same side of any street other than an interstate shall be no less than 1000 feet. The distance for billboards adjacent to and facing the same side of an interstate highway shall be no less than 2000 feet. Additionally, no billboard structure may be located adjacent to or within 500 feet of an interchange or rest area as

measured along the interstate from the beginning or ending of pavement widening at the exit from or entrance to the main travel way.

e. Scenic roadways. No part of a billboard shall be visible from or located within 500 feet of the right-of-way of any scenic roadway designated in the Escambia County Comprehensive Plan, specifically including Scenic Highway (SR 10A), Perdido Key Drive (SR 292), and any scenic highway designated by the State of Florida.

f. Conflicting locations. Permits for billboards are generally issued on a first-come, first-served basis. Where the proximity of proposed billboards requiring state permitting would only allow one to be constructed, the location first granted state approval will be first eligible for county approval.

g. New streets. Permits for billboards along a new public street shall not be issued until the commencement of general traffic flow on the street.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13840 **Growth Management Report 10. 11.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 04/05/2018
Issue: 5:53 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending the LDC Chapter 4, Article 7
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
5:53 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending the Land Development Code Chapter 4, Article 7, to Establish Regulations Allowing Alternative Uses of Standard Industrial Shipping Containers

That the Board cancel the Public Hearing scheduled to review an Ordinance amending the Land Development Code (LDC) Chapter 4, Article 7, to establish regulations allowing alternative uses of standard industrial shipping containers.

BACKGROUND:
Proposed LDC provisions regarding the use of shipping containers as storage sheds or other accessory structures must be coordinated with related building code provisions. Additional time is needed in the development of a final ordinance to confirm applicable building code exemptions. A common understanding among citizens and the various county departments responsible for implementing the regulations is essential.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13842 **Growth Management Report 10. 12.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 04/05/2018
Issue: 5:54 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 4, Article 7, Section 4-7.6
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
5:54 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 4, Article 7, Section 4-7.6

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 4, Location and Use of Regulations, Article 7, Supplemental Use Regulations, Section 4-7.6, to modify existing regulations, to include certain additional industrial operations such as concrete and asphalt recycling within the county, and to further address adverse off-site impacts caused by all such operations.

BACKGROUND:
Since 2015, Escambia County has adopted more stringent regulations on certain industrial operations as mentioned above for better protection of the public's health, safety and welfare of the citizens of Escambia County. From recent observations and concerns conveyed by neighbors and concerned citizens, there is yet a need to modify existing regulations on these type of operations and to further address adverse off-site impacts caused by such operations.

BUDGETARY IMPACT:
No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:
The attached Ordinance has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

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

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

Attachments

Draft Ordinance
Clean Ordinance

ORDINANCE NUMBER 2018 - ____

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 4, LOCATION AND USE REGULATIONS, ARTICLE 7, SUPPLEMENTAL USE REGULATIONS, SECTION 4-7.6 TO MODIFY EXISTING REGULATIONS, TO INCLUDE CERTAIN ADDITIONAL INDUSTRIAL OPERATIONS SUCH AS CONCRETE AND ASPHALT RECYCLING WITHIN THE COUNTY, AND TO FURTHER ADDRESS ADVERSE OFF-SITE IMPACTS CAUSED BY ALL SUCH OPERATIONS; 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 regulate land uses to provide the principles, guidelines, standards, and strategies for orderly and balanced future development within their jurisdictions, and that provides meaningful guidelines for the content of more detailed land development and use regulations; and

WHEREAS, Pursuant to Article VIII, Section 1(f) of the Florida Constitution, and F.S. § 125.01, the board has all powers of local self-government to perform county functions and to render services in a manner not inconsistent with general law and such power may be exercised by the enactment of county ordinances; and

WHEREAS, impacts of hurricanes, increased development and construction, and an increased volume of public works projects within Escambia County have resulted in an ever-mounting increase in the operation of concrete and asphalt recycling, processing and disposal facilities within the County; and

WHEREAS, problems created by the operation of concrete and asphalt recycling, processing and disposal facilities become countywide in scope and necessitate local action to protect county citizens from the possible adverse effects of such debris; and

WHEREAS, supplemental regulation of the operation of concrete and asphalt recycling, processing and disposal facilities within the unincorporated areas of the county serves a public purpose and promotes the health, safety and welfare of the citizens of the county.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Location and Use Regulations, Article 7, Supplemental Use Regulations, Section 4-7.6, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 4-7.6 - Borrow pits ~~and~~, reclamation, concrete and asphalt recycling.

(a) *Approvals.* The extraction, removal and transportation of material excavated from borrow pits, ~~and~~ the filling or other reclamation of such pits after removal of usable materials, and the operation of concrete and asphalt recycling facilities require~~s~~ site development approval coordinated with the borrow pit and reclamation, concrete and asphalt recycling provisions of chapters 42 and 82, Escambia County Code of Ordinances. Borrow pits, ~~and their~~ reclamation, and concrete and asphalt recycling remain subject to the additional requirements of applicable federal, state, and regional regulatory authorities.

(1) *Application.* An application to consider any borrow pit, ~~or~~ reclamation, or concrete and asphalt recycling activity shall be submitted to the clerk of the board at least 30 business days prior to the scheduled board meeting. A pre-application meeting of the petitioner with county staff is recommended to discuss the process and review county and petitioner responsibilities.

(2) *Public participation.* Prior to any hearing to consider any borrow pit, ~~or~~ reclamation, or concrete and asphalt recycling activity, the clerk of the board shall ensure public notice consistent with Florida Statutes, Code of Ordinances and the comprehensive plan.

a. *Publication.* At least ten days prior to the hearing, notice shall be published in a newspaper of general circulation in Escambia County.

b. *Site sign.* At least 15 days prior to the hearing, a sign no smaller than 24 inches by 48 inches shall be prominently posted on, or as near as practicable to, the subject property and shall be clearly readable from the nearest public right-of-way.

c. *Notification.* At least 15 days prior to the hearing, notification shall be sent via U.S. mail to the address registered with the property appraiser for each owner of real property with any portion of the property located within 2,500 feet of the subject property. The cost of the mailing is to be borne by the applicant.

(b) *Standards regulating conditional uses.* In addition to the general provisions regulating conditional uses, a conditional use may be permitted by the BOA or BCC, as required, provided the proposed conditional use complies with the standards of this code and the following requirements:

(1) *Borrow pits and land clearing debris disposal sites.*

a. Sites shall require access from adequately wide paved roads where trucks hauling excavated materials or debris to/from the site do not require access on local residential roads.

b. The scale, intensity and operation of use shall not generate unreasonable noise, traffic, odors, dust, or other potential nuisances or hazards to contiguous residential properties.

c. The applicant shall submit a boundary survey and description of anticipated excavation phases for a borrow pit as well as a reclamation plan for affected lands. The same requirements shall apply to a development plan explaining:

1. Proposed practices to protect adjacent land and water resources, minimize erosion, and treat stormwater runoff.

2. Safety features of the development plan.

3. Landscaped areas, particularly treatment of property lines in the proximity of residential uses.

4. The applicant's reclamation plan.

5. Time schedule that meets the requirements of the permitting agency.

6. Method, manner, and type of revegetation of affected areas.

d. Minimum parcel size is 20 acres.

e. Conditional use approval pursuant to this subsection does not waive an applicant's duty to meet any other county, state, or federal permitting requirements or performance standards.

f. Notwithstanding the uses listed for any zoning district, the conditional use approval process shall be waived for any borrow pit or reclamation activity that is located 1,000 feet on all sides from any residential use or zoning district and is serviced by an adjacent arterial or collector road.

(2) *Concrete and asphalt recycling facilities.*

a. Sites shall require access from adequately wide paved roads where trucks hauling materials or debris to/from the site do not require access on local residential roads.

b. The scale, intensity and operation of use shall not generate unreasonable noise, traffic, odors, dust, or other potential nuisances or hazards to contiguous residential properties.

c. The applicant shall submit a boundary survey and description of anticipated operation. The same requirements shall apply to a development plan explaining:

1. Proposed practices to protect adjacent land and water resources, minimize erosion, minimize adverse off-site impacts such as dust, noise, and treatment of stormwater runoff.

2. Safety features of the development plan.

3. Landscaped areas, particularly treatment of property lines in the proximity of residential uses.

d. Conditional use approval pursuant to this subsection does not waive an applicant's duty to meet any other county, state, or federal permitting requirements or performance standards.

e. Notwithstanding the uses listed for any zoning district, the conditional use approval process shall be waived for any concrete and asphalt recycling activity that is located ~~1,000~~ 1,320 feet on all sides from any residential use or zoning district and is serviced by an adjacent arterial or collector road.

(c) *Standards regulating adverse off-site impacts.*

(1) *Noise.*

a. *Prohibitions.* It shall be unlawful, except as expressly permitted herein, to make, cause, or allow the making of any noise or sound which exceeds the limits set forth

in this article or in any county ordinance regulating noise. The Escambia County Code of Ordinances contains the principal noise regulations; the following provisions deal with development issues only.

b. *Measurement of sound.* The measurement of sound or noise shall be made with a calibrated sound or noise level meter. A calibration check shall be made at the time of any noise measurement Measurements recorded shall be taken so as to provide a proper representation of the noise source. A windscreen for the sound level meter microphone shall be used when required. Traffic, aircraft and other transportation noise sources and other background noises shall not be considered in taking measurements except where such background noise interferes with the primary noise being measured. All measurements shall be made at the property line of the subject property and such measurements shall be taken at least five feet above grade and for a period of not less than two minutes.

c. *Maximum permissible sound levels.* No manufacturing or commercial use shall operate or cause to be operated any source of sound in such a manner as to create a sound level which exceeds the limits set forth below at the time of land use certificate/site plan review, the applicant may be asked to certify the intent to meet the specified standard:

Sound Level Limits

Use Occupancy	~~**Time**~~ **Applicable Timeframe for Sound Level Limits**	**Sound Level Limit dB**
Commercial/tourist	7:00 a.m.—10:00 p.m. 10:00 p.m.—7:00 a.m.	75 70
Manufacturing ~~ID-P~~ HC/LI and IND	~~At all times~~ 7:00 a.m. – 7:00 p.m	60
~~ID-1 or ID-2~~ Borrow Pit, Reclamation, and Recycling Activities HC/LI and IND	~~6:00 a.m. – 10:00 p.m.~~ 7:00 a.m. – 7:00 p.m ~~10:00 p.m. – 6:00 a.m.~~	95 85

(2) *Hours of operation.*

a. Mining, borrow pit, resource extraction, reclamation activities, including land clearing debris and construction and demolition debris disposal that require trucks and heavy equipment to traverse through residential areas as their only access path to pit operations are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday through Friday and between 8:00 a.m. and 2:00 p.m. on Saturday. Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

b. Mining, borrow pit, resource extraction, and reclamation activities, including land clearing debris and construction and demolition debris disposal or that access their operations without traversing through residential areas are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday through Saturday. Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

c. Concrete and asphalt recycling facilities are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday through Saturday

1. If the concrete and asphalt recycling facility is within 500 feet of a residential use or zoning category, the hours of operation are limited to the hours between 7:00 a.m. to 5:00 p.m. Monday – Friday and 8:00 a.m. – 2 p.m. on Saturday

(3) *~~[~~Exceptions to operating hours.~~]~~* ~~-~~Exceptions to the above noted operating hours may be authorized by federal, state, and/or county authorities in cases of emergency or when determined by such authorities to best serve the public interest. Any exceptions require written approval by the county administrator, or his/her appointed designee, specifying the reason and allowed timeframe(s) for the exception.

a. *Exemptions.* The following uses or activities are exempt from the noise level regulations as noted above and in chapter 1-20.3:

1. Construction operations for which building permits have been issued, provided that such operations are limited to the hours between 5:00 a.m. and one hour after sunset, except that on Pensacola Beach:

A. No outside construction may begin before 6:30 a.m., if within 200 feet of an occupied residence; and

B. Owner-occupied single-family detached houses are exempt from the above restriction.

2. Safety signals, warning devices, bells and chimes of churches;

3. Noise from emergency vehicles, or noises resulting from emergency works;

4. All noises coming from the normal operation of trains, aircraft (not including scale model aircraft), motor vehicles governed by F.S. § 316.293, or vessels operated upon the waters within or adjacent to Escambia County;

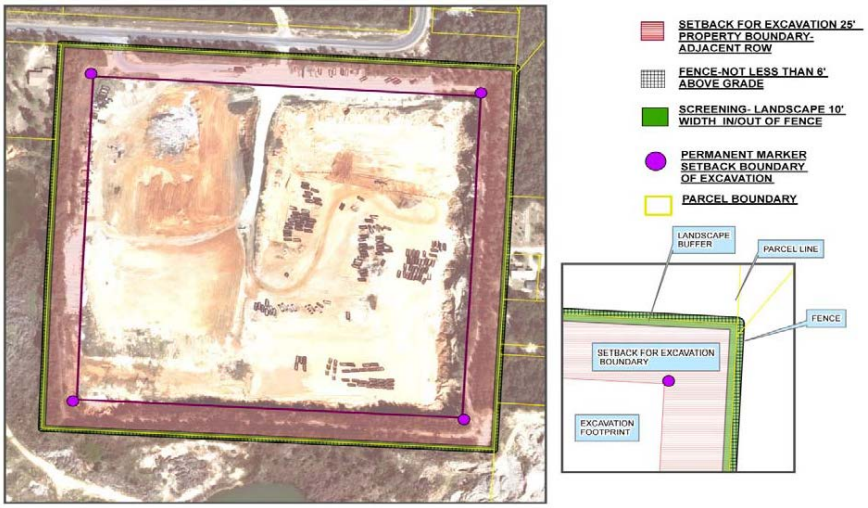
5. Activities at Five Flags Speedway and/or other legally constructed and operated tracks or courses for competitive motor vehicles.

(d) *Borrow pits (includes mining and resource extraction) and reclamation activities thereof:*

(1) *Setbacks for excavation.* Borrow pit slope commencement (i.e., the outermost edge of excavation) shall be located a minimum of 25 feet from the adjoining owner's property boundary and/or adjacent right-of-way (ROW); however, minimum excavation setbacks shall be consistent with the setbacks to be applied in the applicant's reclamation plan. Setback provisions established herein include the required width for landscape screening and buffers subsequently noted herein. The following exceptions may apply:

a. *Back to back pits.* The setback for slope commencement excludes property boundary lines between active pits using the same excavation area.

b. *Site specific requirements.* Increased setbacks may be required per the terms of the mandatory county development order to protect wellheads, environmental areas, and/or adjacent properties from adverse impacts.



(2) *Excavation slope requirements.* The angle of repose for borrow pit/mining slopes shall be no greater than 2:1 (i.e., two feet horizontal for each one foot vertical) unless a professional engineer (P.E.) or professional geologist (P.G.) certifies that an angle of repose exceeding this ratio will prohibit any potential erosion or slumping, factoring into account the type of soil (i.e., clay, sand, etc.) and pertinent environmental conditions of the area.

(3) *Traffic requirements.* See section 7.11.09 [DSM section 2-2.6]. Pit access shall be limited to routes having the least impact on residential areas, and the use shall be subject to all traffic concurrency requirements.

(4) *Permits.* See Escambia County Code of Ordinances, part I, chapter 42, article VIII, section 42-323. A county resource extraction permit is required for extraction, removal and transportation of material excavated from the site. Permits for filling and/or reclamation of pits after removal of usable materials are subject to additional federal, state and/or local regulations as governed by the applicable regulatory authority.

(5) *Hours of operation.* Limited for pits and reclamation activities as indicated above.

(6) *Fences and gates.* A security fence with appropriate gates for access, not less than six feet above grade, is required along the outer perimeter of the excavated area, with exception of the pit access point(s). Additional security features, such as barbed wire above the fence top, are permitted. Gates for access shall be locked at all times during non-operating hours. Fences and gates shall be maintained in a reasonable condition to remain an effective barrier.

(7) *Screening.* Portions of the pit visible from the public right-of-way or nearest residential use shall be screened with dense landscaping to achieve at least 75 percent opacity. The landscape buffer shall be no less than ten feet in width at any given point and may be placed either inside or outside the required fence perimeter to achieve maximum dust and noise reduction and visible shielding. Earthen berms with a minimum height of three feet can be placed within this buffer area.

(8) *Buffers.* In addition to the landscape screening noted above, a minimum ten-foot wide buffer is required parallel to, and inside, the required fence. Excavation, pit operations, parking, storage and disposal of debris are not permitted within the screening or buffer areas. The setback area may not be used for truck or equipment traffic, except as necessary to maintain the setback area and perimeter fence. Pit access point(s) shall be designed perpendicular to the buffer/screening width with the least disturbance to the buffer/screening zone that allows safe vehicle and equipment access to the operating site.

(9) *Signs.* "No Trespassing" signs are required at each pit access point(s), every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. "No Trespassing" signs shall be maintained in legible condition.

(10) *Reclamation activities.* Active reclamation activities shall be governed by any performance standards applicable to the reclamation occurring on site, in accordance with all federal, state, and local regulations and as approved pursuant to the Escambia County Code of Ordinances. Reclamation involving land clearing debris disposal shall only be permitted to the minimum height above ground level that allows for environmental safety and stormwater runoff consistent with the surrounding environment and intended post-mining land use not to exceed six feet. Groundwater monitoring wells may be required for specific types of debris disposal per the applicable federal and state regulations and the terms of the required county-approved reclamation plan.

(11) *Existing permitted and unpermitted activities.* Borrow pits, and resource extraction activities existing and in operation prior to August 22, 2014, or permitted prior to that date shall be grandfathering (or vested) in accordance with the following regulations:

a. *Lawful nonconforming activities existing prior to June 2, 2005.* Ordinance 2005-18 was adopted on June 2, 2005. Borrow pits and resource extraction activities existing and in operation prior to June 2, 2005, became lawful nonconforming land uses on June 2, 2005. Such land use activities were and are subject to the provisions of chapter 1, article 2 of the Land Development Code. Local permits are required and to the extent these facilities and land use activities are not grandfathered and do not already comply with applicable regulations, they shall have 180 days from the date this ordinance is approved to comply. Extensions for

extenuating circumstances may be approved by the county administrator or the county administrator's designee on a case-by-case basis.

b. *Unpermitted existing activities.* Borrow pit and resource extraction activities created on or after June 2, 2005, that were otherwise in a zoning district that authorized the land use activity as either a permitted or conditional use, and which made application for either permitting or a development order prior to August 22, 2014, shall obtain and will be considered for a local permit to operate consistent with their current and historical use of the property. The technical conditions of the permit shall be addressed on a case-by-case basis, which will include consideration of the nature and history of the activity to be permitted and the length of time the activity has been ongoing; however, the permit conditions will include compliance with this article to the extent feasible. Facilities qualifying to request treatment pursuant to either (11)a. or (11)b. may choose either.

c. *Permitted existing activities.* The grandfathered status and vested rights of operators and owners of borrow pits and resource extraction activities that held a current and active development order or other permit issued by the county prior to August 22, 2014, are to obtain local permits upon approval of this section and are to be addressed on a case-by-case basis that will include consideration of the specific wording of the previously approved development order, permit and any other land use approval issued by the county relating to the operation of the borrow pit or resource extraction activity. Previously permitted or approved performance standards remain in effect, except where the County determines the public health, safety and welfare dictates the current standard apply.

d. *Inordinate burden.* In no event shall the application of any revision to the land development code relating to an activity that falls within the coverage of (11) be so severe as to make the permitted activity either economically infeasible or to impose an inordinate burden on the land use activity, as such inordinate burden is defined in F.S. § 70.001.

(e) *Concrete and asphalt recycling:*

(1) *Setbacks for operation.* Concrete and asphalt recycling facilities shall be located a minimum of 50 feet from the adjoining owner's property. Setback provisions established herein include the required width for landscape screening and buffers subsequently noted herein. The following exceptions may apply:

a. Site specific requirements. Increased setbacks may be required per the terms of the mandatory county development order to protect wellheads, environmental areas, and/or adjacent properties from adverse impacts.

(2) *Traffic requirements.* Access shall be limited to routes having the least impact on residential areas, and the use shall be subject to all traffic concurrency requirements.

(3) *Permits.* See Escambia County Code of Ordinances, part I, chapter 42 and chapter 82. A county permit is required for the operation of concrete and asphalt recycling facilities within the County. Operations may be subject to additional federal, state and/or local regulations as governed by the applicable regulatory authority.

(4) *Hours of operation.* Limited for the operation of concrete and asphalt recycling facilities as indicated above.

(5) *Fences and gates.* A security fence with appropriate gates for access, not less than six feet above grade, is required along the outer perimeter of the operation with exception of the access point(s). Additional security features, such as barbed wire above the fence top, are permitted. Gates for access shall be locked at all times during non-operating hours. Fences and gates shall be maintained in a reasonable condition to remain an effective barrier.

(6) *Screening.* Portions of the operation visible from the public right-of-way or nearest residential use shall be screened with dense landscaping to achieve at least 75 percent opacity. The landscape buffer shall be no less than ten feet in width at any given point and may be placed either inside or outside the required fence perimeter to achieve maximum dust and noise reduction and visible shielding. Earthen berms with a minimum height of three feet can be placed within this buffer area.

(7) *Buffers.* In addition to the landscape screening noted above, a minimum ten-foot wide buffer is required parallel to, and inside, the required fence. Facility operations, parking, storage and disposal are not permitted within the screening or buffer areas. The setback area may not be used for truck or equipment traffic, except as necessary to maintain the setback area and perimeter fence. Access point(s) shall be designed perpendicular to the buffer/screening width with the least disturbance to the buffer/screening zone that allows safe vehicle and equipment access to the operating site.

(8) *Fugitive Dust Plan.* A best management plan must be submitted to and approved by the County for the control of fugitive dust and other particulate matter that may be released into the air as a result of the operation.

(9) *Air Quality Standards.* Respirable dust, which includes silica dust, emission levels shall not exceed the PM2.5 fine particle standard of 35 $\mu g/m^3$ (micrograms per cubic meter of air) consistent with the protective human health standards established by the US Environmental Protection Agency, the Centers for Disease Control and Prevention, and the Florida Department of Health. If respirable dust emission levels exceed the PM2.5 standard of 35 $\mu g/m^3$ 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 the operational permit may be revoked by the County Administrator after notice of unsatisfactory performance and failure to make necessary corrections within a reasonable time as determined by the County Administrator or his designee.

(10) *Signs.* "No Trespassing" signs are required at each access point(s), every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. "No Trespassing" signs shall be maintained in legible condition.

(11) *Concrete and asphalt recycling*. Active concrete and asphalt recycling activities shall be governed by any performance standards applicable to the activities occurring on

site, in accordance with all federal, state, and local regulations and as approved pursuant to the Escambia County Code of Ordinances.

(12) *Existing permitted and unpermitted activities.* Local permits are required and to the extent these facilities do not already comply with applicable regulations, they shall have 180 days from the effective date of this ordinance to comply. Extensions for extenuating circumstances may be approved by the county administrator or the county administrator's designee on a case-by-case basis.

(13) *Site Inspections.* The facility shall allow both scheduled and unannounced site inspections by the County to ensure compliance with all County regulations.

(14) *Qualifications of Facility Operators.* Applicant must have a competent representative on site at all times during crushing activities that is knowledgeable of all local, state, and federal regulations.

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2017); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

DRAFT

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2018 - ____

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 4, LOCATION AND USE REGULATIONS, ARTICLE 7, SUPPLEMENTAL USE REGULATIONS, SECTION 4-7.6 TO MODIFY EXISTING REGULATIONS, TO INCLUDE CERTAIN ADDITIONAL INDUSTRIAL OPERATIONS SUCH AS CONCRETE AND ASPHALT RECYCLING WITHIN THE COUNTY, AND TO FURTHER ADDRESS ADVERSE OFF-SITE IMPACTS CAUSED BY ALL SUCH OPERATIONS; 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 regulate land uses to provide the principles, guidelines, standards, and strategies for orderly and balanced future development within their jurisdictions, and that provides meaningful guidelines for the content of more detailed land development and use regulations; and

WHEREAS, Pursuant to Article VIII, Section 1(f) of the Florida Constitution, and F.S. § 125.01, the board has all powers of local self-government to perform county functions and to render services in a manner not inconsistent with general law and such power may be exercised by the enactment of county ordinances; and

WHEREAS, impacts of hurricanes, increased development and construction, and an increased volume of public works projects within Escambia County have resulted in an ever-mounting increase in the operation of concrete and asphalt recycling, processing and disposal facilities within the County; and

WHEREAS, problems created by the operation of concrete and asphalt recycling, processing and disposal facilities become countywide in scope and necessitate local action to protect county citizens from the possible adverse effects of such debris; and

WHEREAS, supplemental regulation of the operation of concrete and asphalt recycling, processing and disposal facilities within the unincorporated areas of the county serves a public purpose and promotes the health, safety and welfare of the citizens of the county.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Location and Use Regulations, Article 7, Supplemental Use Regulations, Section 4-7.6, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 4-7.6 - Borrow pits ~~and~~, reclamation, concrete and asphalt recycling.

(a) *Approvals.* The extraction, removal and transportation of material excavated from borrow pits, ~~and~~ the filling or other reclamation of such pits after removal of usable materials, and the operation of concrete and asphalt recycling facilities require~~s~~ site development approval coordinated with the borrow pit and reclamation, concrete and asphalt recycling provisions

of chapters 42 and 82, Escambia County Code of Ordinances. Borrow pits, ~~and their~~ reclamation, and concrete and asphalt recycling remain subject to the additional requirements of applicable federal, state, and regional regulatory authorities.

(1) *Application.* An application to consider any borrow pit, ~~or~~ reclamation, or concrete and asphalt recycling activity shall be submitted to the clerk of the board at least 30 business days prior to the scheduled board meeting. A pre-application meeting of the petitioner with county staff is recommended to discuss the process and review county and petitioner responsibilities.

(2) *Public participation.* Prior to any hearing to consider any borrow pit, ~~or~~ reclamation, or concrete and asphalt recycling activity, the clerk of the board shall ensure public notice consistent with Florida Statutes, Code of Ordinances and the comprehensive plan.

a. *Publication.* At least ten days prior to the hearing, notice shall be published in a newspaper of general circulation in Escambia County.

b. *Site sign.* At least 15 days prior to the hearing, a sign no smaller than 24 inches by 48 inches shall be prominently posted on, or as near as practicable to, the subject property and shall be clearly readable from the nearest public right-of-way.

c. *Notification.* At least 15 days prior to the hearing, notification shall be sent via U.S. mail to the address registered with the property appraiser for each owner of real property with any portion of the property located within 2,500 feet of the subject property. The cost of the mailing is to be borne by the applicant.

(b) *Standards regulating conditional uses.* In addition to the general provisions regulating conditional uses, a conditional use may be permitted by the BOA or BCC, as required, provided the proposed conditional use complies with the standards of this code and the following requirements:

(1) *Borrow pits and land clearing debris disposal sites.*

a. Sites shall require access from adequately wide paved roads where trucks hauling excavated materials or debris to/from the site do not require access on local residential roads.

b. The scale, intensity and operation of use shall not generate unreasonable noise, traffic, odors, dust, or other potential nuisances or hazards to contiguous residential properties.

c. The applicant shall submit a boundary survey and description of anticipated excavation phases for a borrow pit as well as a reclamation plan for affected lands. The same requirements shall apply to a development plan explaining:

1. Proposed practices to protect adjacent land and water resources, minimize erosion, and treat stormwater runoff.

2. Safety features of the development plan.

3. Landscaped areas, particularly treatment of property lines in the proximity of residential uses.

4. The applicant's reclamation plan.

5. Time schedule that meets the requirements of the permitting agency.

6. Method, manner, and type of revegetation of affected areas.

d. Minimum parcel size is 20 acres.

e. Conditional use approval pursuant to this subsection does not waive an applicant's duty to meet any other county, state, or federal permitting requirements or performance standards.

f. Notwithstanding the uses listed for any zoning district, the conditional use approval process shall be waived for any borrow pit or reclamation activity that is located 1,000 feet on all sides from any residential use or zoning district and is serviced by an adjacent arterial or collector road.

(2) *Concrete and asphalt recycling facilities.*

a. Sites shall require access from adequately wide paved roads where trucks hauling materials or debris to/from the site do not require access on local residential roads.

b. The scale, intensity and operation of use shall not generate unreasonable noise, traffic, odors, dust, or other potential nuisances or hazards to contiguous residential properties.

c. The applicant shall submit a boundary survey and description of anticipated operation. The same requirements shall apply to a development plan explaining:

1. Proposed practices to protect adjacent land and water resources, minimize erosion, minimize adverse off-site impacts such as dust, noise, and treatment of stormwater runoff.

2. Safety features of the development plan.

3. Landscaped areas, particularly treatment of property lines in the proximity of residential uses.

d. Conditional use approval pursuant to this subsection does not waive an applicant's duty to meet any other county, state, or federal permitting requirements or performance standards.

e. Notwithstanding the uses listed for any zoning district, the conditional use approval process shall be waived for any concrete and asphalt recycling activity that is located ~~1,000~~ 1,320 feet on all sides from any residential use or zoning district and is serviced by an adjacent arterial or collector road.

(c) *Standards regulating adverse off-site impacts.*

(1) *Noise.*

a. *Prohibitions.* It shall be unlawful, except as expressly permitted herein, to make, cause, or allow the making of any noise or sound which exceeds the limits set forth in this article or in any county ordinance regulating noise. The Escambia County Code of Ordinances contains the principal noise regulations; the following provisions deal with development issues only.

b. *Measurement of sound.* The measurement of sound or noise shall be made with a calibrated sound or noise level meter. A calibration check shall be made at the time of any noise measurement Measurements recorded shall be taken so as to provide a proper representation of the noise source. A windscreen for the sound level meter microphone shall be used when required. Traffic, aircraft and other transportation noise sources and other background noises shall not be considered in taking measurements except where such background noise interferes with the primary noise being measured. All measurements shall be made at the property

line of the subject property and such measurements shall be taken at least five feet above grade and for a period of not less than two minutes.

c. *Maximum permissible sound levels.* No manufacturing or commercial use shall operate or cause to be operated any source of sound in such a manner as to create a sound level which exceeds the limits set forth below at the time of land use certificate/site plan review, the applicant may be asked to certify the intent to meet the specified standard:

Sound Level Limits

Use Occupancy	~~**Time**~~ **Applicable Timeframe for Sound Level Limits**	**Sound Level Limit dB**
Commercial/tourist	7:00 a.m.—10:00 p.m. 10:00 p.m.—7:00 a.m.	75 70
Manufacturing ~~ID-P~~ HC/LI and IND	~~At all times~~ 7:00 a.m. – 7:00 p.m	60
~~ID-1 or ID-2~~ Borrow Pit, Reclamation, and Recycling Activities HC/LI and IND	~~6:00 a.m.—10:00 p.m.~~ 7:00 a.m. – 7:00 p.m ~~10:00 p.m.—6:00 a.m.~~	95 85

(2) *Hours of operation.*

a. Mining, borrow pit, resource extraction, reclamation activities, including land clearing debris and construction and demolition debris disposal that require trucks and heavy equipment to traverse through residential areas as their only access path to pit operations are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday through Friday and between 8:00 a.m. and 2:00 p.m. on Saturday. Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

b. Mining, borrow pit, resource extraction, and reclamation activities, including land clearing debris and construction and demolition debris disposal or that access their operations without traversing through residential areas are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday through Saturday. Operations that occur

entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

c. Concrete and asphalt recycling facilities are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday through Saturday

1. If the concrete and asphalt recycling facility is within 500 feet of a residential use or zoning category, the hours of operation are limited to the hours between 7:00 a.m. to 5:00 p.m. Monday – Friday and 8:00 a.m. – 2 p.m. on Saturday

(3) ~~[~~*Exceptions to operating hours.*~~]~~ Exceptions to the above noted operating hours may be authorized by federal, state, and/or county authorities in cases of emergency or when determined by such authorities to best serve the public interest. Any exceptions require written approval by the county administrator, or his/her appointed designee, specifying the reason and allowed timeframe(s) for the exception.

a. *Exemptions.* The following uses or activities are exempt from the noise level regulations as noted above and in chapter 1-20.3:

1. Construction operations for which building permits have been issued, provided that such operations are limited to the hours between 5:00 a.m. and one hour after sunset, except that on Pensacola Beach:

A. No outside construction may begin before 6:30 a.m., if within 200 feet of an occupied residence; and

B. Owner-occupied single-family detached houses are exempt from the above restriction.

2. Safety signals, warning devices, bells and chimes of churches;

3. Noise from emergency vehicles, or noises resulting from emergency works;

4. All noises coming from the normal operation of trains, aircraft (not including scale model aircraft), motor vehicles governed by F.S. § 316.293, or vessels operated upon the waters within or adjacent to Escambia County;

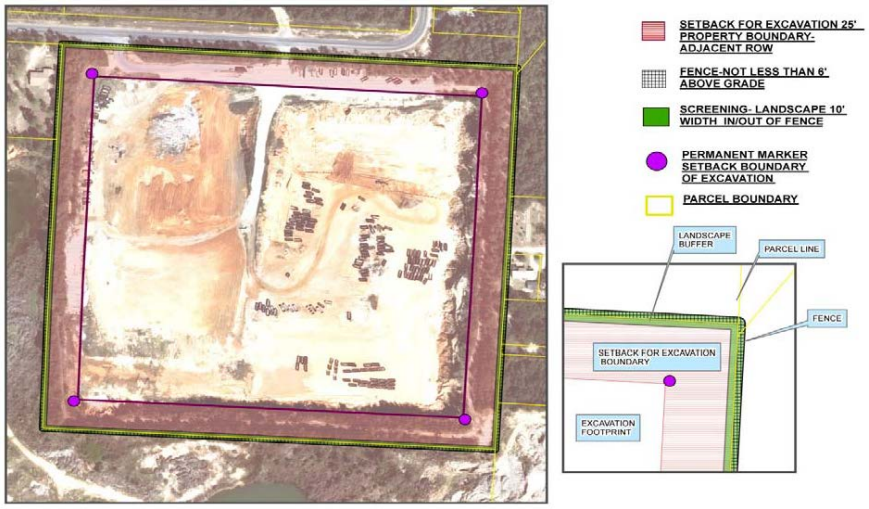
5. Activities at Five Flags Speedway and/or other legally constructed and operated tracks or courses for competitive motor vehicles.

(d) *Borrow pits (includes mining and resource extraction) and reclamation activities thereof:*

(1) *Setbacks for excavation.* Borrow pit slope commencement (i.e., the outermost edge of excavation) shall be located a minimum of 25 feet from the adjoining owner's property boundary and/or adjacent right-of-way (ROW); however, minimum excavation setbacks shall be consistent with the setbacks to be applied in the applicant's reclamation plan. Setback provisions established herein include the required width for landscape screening and buffers subsequently noted herein. The following exceptions may apply:

a. *Back to back pits.* The setback for slope commencement excludes property boundary lines between active pits using the same excavation area.

b. *Site specific requirements.* Increased setbacks may be required per the terms of the mandatory county development order to protect wellheads, environmental areas, and/or adjacent properties from adverse impacts.



(2) *Excavation slope requirements.* The angle of repose for borrow pit/mining slopes shall be no greater than 2:1 (i.e., two feet horizontal for each one foot vertical) unless a professional engineer (P.E.) or professional geologist (P.G.) certifies that an angle of repose exceeding this ratio will prohibit any potential erosion or slumping, factoring into account the type of soil (i.e., clay, sand, etc.) and pertinent environmental conditions of the area.

(3) *Traffic requirements.* See section 7.11.09 [DSM section 2-2.6]. Pit access shall be limited to routes having the least impact on residential areas, and the use shall be subject to all traffic concurrency requirements.

(4) *Permits.* See Escambia County Code of Ordinances, part I, chapter 42, article VIII, section 42-323. A county resource extraction permit is required for extraction, removal and transportation of material excavated from the site. Permits for filling and/or reclamation of pits after removal of usable materials are subject to additional federal, state and/or local regulations as governed by the applicable regulatory authority.

(5) *Hours of operation.* Limited for pits and reclamation activities as indicated above.

(6) *Fences and gates.* A security fence with appropriate gates for access, not less than six feet above grade, is required along the outer perimeter of the excavated area, with exception of the pit access point(s). Additional security features, such as barbed wire above the fence top, are permitted. Gates for access shall be locked at all times during non-operating hours. Fences and gates shall be maintained in a reasonable condition to remain an effective barrier.

(7) *Screening.* Portions of the pit visible from the public right-of-way or nearest residential use shall be screened with dense landscaping to achieve at least 75 percent opacity. The landscape buffer shall be no less than ten feet in width at any given point and may be placed either inside or outside the required fence perimeter to achieve maximum dust and noise reduction and visible shielding. Earthen berms with a minimum height of three feet can be placed within this buffer area.

(8) *Buffers.* In addition to the landscape screening noted above, a minimum ten-foot wide buffer is required parallel to, and inside, the required fence. Excavation, pit operations, parking, storage and disposal of debris are not permitted within the screening or buffer areas. The setback area may not be used for truck or equipment traffic, except as necessary to maintain the setback area and perimeter fence. Pit access point(s) shall

be designed perpendicular to the buffer/screening width with the least disturbance to the buffer/screening zone that allows safe vehicle and equipment access to the operating site.

(9) *Signs.* "No Trespassing" signs are required at each pit access point(s), every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. "No Trespassing" signs shall be maintained in legible condition.

(10) *Reclamation activities.* Active reclamation activities shall be governed by any performance standards applicable to the reclamation occurring on site, in accordance with all federal, state, and local regulations and as approved pursuant to the Escambia County Code of Ordinances. Reclamation involving land clearing debris disposal shall only be permitted to the minimum height above ground level that allows for environmental safety and stormwater runoff consistent with the surrounding environment and intended post-mining land use not to exceed six feet. Groundwater monitoring wells may be required for specific types of debris disposal per the applicable federal and state regulations and the terms of the required county-approved reclamation plan.

(11) *Existing permitted and unpermitted activities.* Borrow pits, and resource extraction activities existing and in operation prior to August 22, 2014, or permitted prior to that date shall be grandfathering (or vested) in accordance with the following regulations:

a. *Lawful nonconforming activities existing prior to June 2, 2005.* Ordinance 2005-18 was adopted on June 2, 2005. Borrow pits and resource extraction activities existing and in operation prior to June 2, 2005, became lawful nonconforming land uses on June 2, 2005. Such land use activities were and are subject to the provisions of chapter 1, article 2 of the Land Development Code. Local permits are required and to the extent these facilities and land use activities are not grandfathered and do not already comply with applicable regulations, they shall have 180 days from the date this ordinance is approved to comply. Extensions for extenuating circumstances may be approved by the county administrator or the county administrator's designee on a case-by-case basis.

b. *Unpermitted existing activities.* Borrow pit and resource extraction activities created on or after June 2, 2005, that were otherwise in a zoning district that authorized the land use activity as either a permitted or conditional use, and which made application for either permitting or a development order prior to August 22, 2014, shall obtain and will be considered for a local permit to operate consistent with their current and historical use of the property. The technical conditions of the permit shall be addressed on a case-by-case basis, which will include consideration of the nature and history of the activity to be permitted and the length of time the activity has been ongoing; however, the permit conditions will include compliance with this article to the extent feasible. Facilities qualifying to request treatment pursuant to either (11)a. or (11)b. may choose either.

c. *Permitted existing activities.* The grandfathered status and vested rights of operators and owners of borrow pits and resource extraction activities that held a current and active development order or other permit issued by the county prior to August 22, 2014, are to obtain local permits upon approval of this section and are to be addressed on a case-by-case basis that will include consideration of the specific wording of the previously approved development order, permit and any other land use approval issued by the county relating to the operation of the borrow pit or resource extraction activity. Previously permitted or approved

performance standards remain in effect, except where the County determines the public health, safety and welfare dictates the current standard apply.

d. *Inordinate burden.* In no event shall the application of any revision to the land development code relating to an activity that falls within the coverage of (11) be so severe as to make the permitted activity either economically infeasible or to impose an inordinate burden on the land use activity, as such inordinate burden is defined in F.S. § 70.001.

(e) *Concrete and asphalt recycling:*

(1) *Setbacks for operation.* Concrete and asphalt recycling facilities shall be located a minimum of 50 feet from the adjoining owner's property. Setback provisions established herein include the required width for landscape screening and buffers subsequently noted herein. The following exceptions may apply:

a. Site specific requirements. Increased setbacks may be required per the terms of the mandatory county development order to protect wellheads, environmental areas, and/or adjacent properties from adverse impacts.

(2) *Traffic requirements.* Access shall be limited to routes having the least impact on residential areas, and the use shall be subject to all traffic concurrency requirements.

(3) *Permits.* See Escambia County Code of Ordinances, part I, chapter 42 and chapter 82. A county permit is required for the operation of concrete and asphalt recycling facilities within the County. Operations may be subject to additional federal, state and/or local regulations as governed by the applicable regulatory authority.

(4) *Hours of operation.* Limited for the operation of concrete and asphalt recycling facilities as indicated above.

(5) *Fences and gates.* A security fence with appropriate gates for access, not less than six feet above grade, is required along the outer perimeter of the operation with exception of the access point(s). Additional security features, such as barbed wire above the fence top, are permitted. Gates for access shall be locked at all times during non-operating hours. Fences and gates shall be maintained in a reasonable condition to remain an effective barrier.

(6) *Screening.* Portions of the operation visible from the public right-of-way or nearest residential use shall be screened with dense landscaping to achieve at least 75 percent opacity. The landscape buffer shall be no less than ten feet in width at any given point and may be placed either inside or outside the required fence perimeter to achieve maximum dust and noise reduction and visible shielding. Earthen berms with a minimum height of three feet can be placed within this buffer area.

(7) *Buffers.* In addition to the landscape screening noted above, a minimum ten-foot wide buffer is required parallel to, and inside, the required fence. Facility operations, parking, storage and disposal are not permitted within the screening or buffer areas. The setback area may not be used for truck or equipment traffic, except as necessary to maintain the setback area and perimeter fence. Access point(s) shall be designed perpendicular to the buffer/screening width with the least disturbance to the buffer/screening zone that allows safe vehicle and equipment access to the operating site.

(8) *Fugitive Dust Plan.* A best management plan must be submitted to and approved by the County for the control of fugitive dust and other particulate matter that may be released into the air as a result of the operation.

(9) *Air Quality Standards.* Respirable dust, which includes silica dust, emission levels shall not exceed the PM2.5 fine particle standard of 35 $\mu g/m^3$ (micrograms per cubic meter of air) consistent with the protective human health standards established by the US Environmental Protection Agency, the Centers for Disease Control and Prevention, and the Florida Department of Health. If respirable dust emission levels exceed the PM2.5 standard of 35 $\mu g/m^3$ 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 the operational permit may be revoked by the County Administrator after notice of unsatisfactory performance and failure to make necessary corrections within a reasonable time as determined by the County Administrator or his designee.

(10) *Signs.* "No Trespassing" signs are required at each access point(s), every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. "No Trespassing" signs shall be maintained in legible condition.

(11) *Concrete and asphalt recycling*. Active concrete and asphalt recycling activities shall be governed by any performance standards applicable to the activities occurring on site, in accordance with all federal, state, and local regulations and as approved pursuant to the Escambia County Code of Ordinances.

(12) *Existing permitted and unpermitted activities.* Local permits are required and to the extent these facilities do not already comply with applicable regulations, they shall have 180 days from the effective date of this ordinance to comply. Extensions for extenuating circumstances may be approved by the county administrator or the county administrator's designee on a case-by-case basis.

(13) *Site Inspections.* The facility shall allow both scheduled and unannounced site inspections by the County to ensure compliance with all County regulations.

(14) *Qualifications of Facility Operators.* Applicant must have a competent representative on site at all times during crushing activities that is knowledgeable of all local, state, and federal regulations.

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2017); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “chapter,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. **Effective Date.**

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13879 **Growth Management Report** **10. 1.**
BCC Regular Meeting **Action**
Meeting Date: 04/05/2018
Issue: Action Item - Hold Harmless Agreement for a Shore Protection Structure - 2005 Crown Pointe Boulevard
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning a Hold Harmless Agreement for a Shore Protection Structure

That the Board review and approve a hold harmless agreement with William and Christine Petersen, for construction of a seawall at 2005 Crown Pointe Boulevard, Parcel I.D. # 15-2S-31-1100-022-001. The agreement will serve to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

BACKGROUND:

The Escambia County Land Development Code (LDC) allows for construction of rigid shore protection structures along estuarine shorelines in **Section 4-5.5 (b)(4)b**:

b. Armored shorelines. Because the use of rigid shore protection structures, including riprap and rock revetments, may cause significant environmental impacts, and erosion of neighboring properties such structures may only be permitted within the shoreline protection zone where vegetative or other natural methods of shoreline stabilization have been determined by the county to not be practical. Prior to the construction of any significant rigid shore protection structure the applicant shall submit the following to the county for review and approval:

1. Shoreline erosion statement. A description of the features of the site and adjacent area, and the proposed measures to be implemented for prevention of erosion and other adverse impacts to adjacent properties from the construction shall be provided.

2.Hold harmless agreement. An executed agreement, in a form approved by the

County Attorney, to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

BUDGETARY IMPACT:

No budgetary impact is anticipated by approving this agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel are required for implementation of this agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the hold harmless agreement.

IMPLEMENTATION/COORDINATION:

This agreement will allow for permitting of the requested seawall.

Attachments

Release of Claims For Damages, Hold Harmless, and Indemnification Agreement

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This document prepared by:

Wetland Sciences Inc.
3308 Gulf Beach Highway
Pensacola, FL 32507
(name and address)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS,
AND INDEMNIFICATION AGREEMENT
(Husband and Wife)

THIS RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT (Agreement) is entered, by and between William Petersen, and Christine Petersen, husband and wife, whose mailing address is 35 Petersons Lane Staten Island, NY 10309 (Property Owner) and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County).

(Wherever used, the term "Property Owner" and "County" shall include singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns, when the context so admits or requires.)

WITNESSETH

WHEREAS, the Property Owner is the owner of property (Property) located in Escambia County, Florida, more particularly described as:

[ATTACH OR FILL-IN LEGAL DESCRIPTION]

WHEREAS, the Property Owner has applied to the County for a permit to construct a shore protection structure on the Property;

WHEREAS, Section 4-5.5, Escambia County Land Development Code, requires applicants who seek permits for construction of shore protection structures to provide certain protections to the County;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the Property Owner and the County agree as follows:

1. The above-recitals are true and correct and incorporated herein by reference.

2. The Property Owner shall release, indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, representatives, agents, and volunteers from any and all claims, suits, actions, damages, penalties, interests, liabilities and expenses, including costs and attorneys' fees, incurred in connection with the loss of life, bodily or personal injury, environmental damage, property damage, including the loss of use thereof, zoning or like issues, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with Property Owner's construction of a shore protection structure on the Property.

3. The Property Owner acknowledges that this Agreement constitutes an absolute bar to his recovery in any suit instituted on account of injury or damages to persons or the Property as a result of Property Owner's construction of a shore protection structure on the Property.

4. The Property Owner agrees to pay on behalf of the County a legal defense, which shall be done only if and when requested by the County, for all claims encompassed by this Agreement. Such payment on behalf of the County shall be in addition to any other legal remedies available to the County and shall not be considered its exclusive remedy.

5. The Property Owner warrants that he holds all right, title, and interest in the Property, and that no third-party joinder or consent is necessary to effectuate this Agreement as it relates to the Property.

6. This Agreement and the obligations contained herein shall run with the land and shall be binding on Property Owner's heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has made and executed this Agreement this 30 day of December, 2017.

PROPERTY OWNER

Witness _____
Print Name Elise M. Deelnik

Witness MICHAEL ALGIOS
Print Name M Algios

By: William Petersen
(signature)
William Petersen
(printed name)

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 30TH day of DECEMBER, 2017, by WILLIAM PETERSEN. He/She ( ) is personally known to me, (✓) produced current NYS DRIVERS LICENSE as identification.

THOMAS L. MELLICK
Notary Public, State of New York
Lic. No. 01ME6132568
Queens County
Commission Expires January 15, 2018

Signature of Notary Public

THOMAS L. MELLICK
Printed Name of Notary Public

(Notary Seal)

Witness Elise M. Ocelnik
Print Name Elise M. Ocelnik

Witness M. Algios
Print Name MICHAEL ALGIOS

By: Christine Petersen
(signature)
Christine Petersen
(printed name)

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 30TH day of DECEMBER, 2017, by CHRISTINE PETERSEN. He/She ( ) is personally known to me, (✓) produced current NYS DRIVERS LICENSE as identification.

THOMAS L. MELLICK
Notary Public, State of New York
Lic. No. 01ME6132568
Queens County
Commission Expires January 15, 2018

Signature of Notary Public

THOMAS L. MELLICK
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Release of Claims for Damages, Hold Harmless, and Indemnification Agreement is executed this _____ day of _____ 20____, by _____, on behalf of Escambia County, Florida, as authorized by its Board of County Commissioners at a meeting on the _____ day of _____, 20____.

Escambia County, Florida, a political subdivision of the State of Florida

By:_____
_____, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
(Deputy Clerk)

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: March 8, 2018

Recorded in Public Records 10/3/2017 9:05 AM OR Book 7785 Page 1549, Instrument #2017076095, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00 Deed Stamps $1,015.00

This Document Prepared By and Return to:
Edsel F. Matthews, Jr., P.A.
308 S. Jefferson Street
Pensacola, FL 32502

Parcel ID Number: 152831-1100-022-001

Warranty Deed

This Indenture, Made this 29th day of September, 2017 A.D., Between
Walter T. Caro and Ye Chu Caro, husband and wife

of the County of Hardin, State of Kentucky, grantors, and
William Petersen and Christine Petersen, husband and wife

whose address is: 35 Petersons Lane, Staten Island, NY 10309-2806

of the County of , State of Florida, grantees.

Witnesseth that the GRANTORS, for and in consideration of the sum of
----------TEN DOLLARS ($10)---------- DOLLARS,
and other good and valuable consideration to GRANTORS in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEES and GRANTEES' heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Escambia State of Florida to wit:

Lot 22, Block A, The Preserve At Crown Pointe, a subdivision of a portion of Sections 15 and 25, Township 2 South, Range 31 West, Escambia County, Florida, according to Plat thereof recorded in Plat Book 15, Page 84, of the Public Records of said County.

Subject to restrictions, reservations and easements of record, if any, and taxes subsequant to 2016.

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: Kim Hesse
Witness

Printed Name: LISA Taylor
Witness

Walter T. Caro (Seal)
P.O. Address: 125 Wildflower Court, Vine Grove, KY 40175

Ye Chu Caro (Seal)
P.O. Address: 125 Wildflower Court, Vine Grove, KY 40175

COMMONWEALTH OF Kentucky
COUNTY OF Hardin

The foregoing instrument was acknowledged before me this 28 day of September, 2017 by
Walter T. Caro and Ye Chu Caro, husband and wife

who are personally known to me or who have produced their military retirement ID as identification.

Printed Name: LISA Taylor
Notary Public
My Commission Expires: 8-29-21

17-058

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13818 **Growth Management Report 10. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 04/05/2018
Issue: Schedule of Public Hearings
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

May 3, 2018

A. 5:45 p.m. - A Public Hearing to amend the Official Zoning map to include the following rezoning case heard by the Planning Board on April 3, 2018.

Case No.:	**Z-2018-03**
Address:	6 E Hood Drive
Property Reference No.:	11-1S-30-1101-001-140
From:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre) and MDR, Medium Density Residential district (10 du/acre)
To:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	Derek Stone with Duncan Custom Gutter and Copper Craft Inc., Owner

B. 5:46 p.m. - A Public Hearing - Use of Cargo Containers Ordinance

Summary: LDC amendment to allow alternative uses of standard industrial shipping containers.

C. 5:47 p.m. - A Public Hearing - Changes to the DSM from the January PAC Meeting

Summary: On January 31, 2018, the Professional Advisory Committee (PAC) reviewed the Design Standards Manual, Chapter 1, Article 2, Transportation, to better clarify language for roadway design and to remove reference to Density Bonuses. Some changes affected Chapter 6, Definitions, adding a definition for Conveyance System.

D. 5:48 p.m. - Cancellation of the Public Hearing to Review the HC/LI within MU-S Ordinance *(the ordinance was pulled at the April 3, 2018, Planning Board meeting)*

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13865 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/05/2018
Issue: Memorandum of Understanding Between Gulf Islands National Seashore and Escambia County
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Understanding between Gulf Islands National Seashore and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning a Memorandum of Understanding between Gulf Islands National Seashore and Escambia County, Florida:

A. Approve the Memorandum of Understanding between Gulf Islands National Seashore and Escambia County, Florida, which establishes the intent of each party to provide assistance when needed during emergencies in or near the Gulf Islands National Seashore; and

B. Authorize the Chairman to sign the Memorandum of Understanding.

BACKGROUND:

This Memorandum of Understanding establishes the intent of each party to provide assistance when needed during emergencies in or near the Gulf Islands National Seashore.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the Memorandum of Understanding and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve all Memorandums of Understanding.

IMPLEMENTATION/COORDINATION:

Once approved and signed, two originals wil be sent to the Gulf Islands National Seashore for signature. One of the originals will be returned to be held in the Clerk's Official Records.

Attachments

Memorandum of Understanding

AGREEMENT No. G5326180005

MEMORANDUM OF UNDERSTANDING
BETWEEN
GULF ISLANDS NATIONAL SEASHORE
AND
ESCAMBIA COUNTY, FLORIDA

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to provide personnel services and equipment required for prevention/suppression of vehicle, structural and wildland fires or hazardous material incidents and the protection of life and property from such fires or incidents in the Fort Pickens Area, the Santa Rosa Area, and the Perdido Key Area administered by Gulf Islands National Seashore (hereinafter "Park"). The Park will respond in kind, within limits, to requests from Escambia County Fire Rescue, a division of the Public Safety Department of Escambia County, Florida (hereinafter "County").

ARTICLE II - AUTHORITY

This agreement is entered into under the authority of 42 U.S.C. §1856a, which provides authority for the National Park Service (hereinafter "NPS") to enter into reciprocal agreements and to render emergency fire fighting and cooperative assistance to nearby fire prevention agencies.

ARTICLE III - STATEMENT OF WORK

A. Fire or Hazardous Material Incident on Park Administered Land:
In the event of a structural or vehicular fire, a hazardous material incident or wildland fire on Park administered land:

1. The County agrees to:

a. Immediately notify the Park via the Gulf Breeze Communication Center at (850) 934-4050;

b. Respond to a fire with a qualified crew and equipment necessary for suppression, unless notified that such resources are not needed. Respond to a hazardous material incident with a qualified crew and the means to mitigate the incident with minimal help from the park as no park personnel are qualified to deal with such incidents;

c. Cooperate with the Park staff in the immediate suppression of all fires unless a wildland fire has been designated by the Park as a prescribed burn. In such case, cooperate with park staff in controlling the burn;

d. Cooperate with the Park under a Unified Incident Command, by taking the lead role and providing an Incident Commander on fires involving vehicles, structures or hazardous materials. The Park will take the lead role and provide an Incident Commander on wildland

fires and prescribed burns;

e. Recognize that Park/NPS policies and requirements, especially those concerning the use of vehicles and other equipment off of roadways, may necessitate using fire-fighting procedures that differ from County procedures;

f. When suppressing wildland fires, the County agrees to cause minimal impact to the natural resources. No tractors will be used unless authorized by the Superintendent or designee. The County also agrees to adhere to Park/NPS requirements when requested to do so by the Park Superintendent or a designated representative; and

g. When suppressing any type of fire, the County agrees, in so far as is possible, to maintain the point of origin for the purpose of investigation by Park/NPS personnel.

2. The Park agrees to:

a. Immediately notify the County of a fire by contacting 911;

b. Cooperate with the County under a Unified Incident Command, by assuming the lead role in wildland fires and prescribed burns and providing an Incident Commander. The County will assume the lead role in fires involving vehicles, structures or hazardous materials;

c. Notify the County prior to initiating all prescribed burns and prior to designating any wildland fire as a prescribed burn. The Park shall make every reasonable effort to ensure that a fire, administered as a prescribed burn, shall be properly monitored, staffed and managed according to NPS policy (Director's Order 18) and the Gulf Islands National Seashore Fire Management Plan;

d. In the case of wildland fires, provide qualified wildland fire fighting personnel, if available, to assist with suppression. In the case of other types of fires, provide traffic control and/or emergency medical assistance for injured persons, if qualified personnel are available; and

e. Solicit and accept recommendations from the County command personnel in suppression and rescue procedures, insofar as they do not conflict with Park/NPS policies.

B. Fire Adjacent to Exterior Park Boundaries:
In the event of a fire on land adjacent to the Park boundary:

1. The Park agrees to:

a. Respond to emergency requests from the County with qualified wildland fire fighters, if available, to assist with suppression of wildland fires within the Escambia County Fire District;

b. Provide only traffic control and/or emergency medical assistance for injured persons in other types of fires or hazardous material incidents, if qualified personnel are available; and

c. Recognize and follow orders from the County command personnel or appropriate

city/state authority.

2. The County agrees to:

a. Establish a clear command structure and provide orders and instructions to Park personnel.

C. Other Emergency Incidents:

1. Other emergency incidents include, but are not limited to, motor vehicle accidents, plane crashes, search and rescues, natural and unnatural disasters, and the scenes of medical emergencies.

2. Responsibility for non-fire emergency incident activities will normally rest with the agency having jurisdictional control at the location of the incident. Should the assisting agency reach the scene first, initial action will commence immediately under the direction of the Initial Action Incident Commander and continue until such time as relieved by the Incident Commander designated by the responsible agency.

In the event of a bomb threat:

1. The County agrees to:

a. Render assistance as needed to evacuate visitors and park personnel to a safe location away from the threat.

2. The Park agrees to:

a. Notify Hurlburt or Eglin Air Force Base and request assistance from their Ordnance Disposal Unit.

b. Warn visitors and employees of the danger and provide directions to facilitate an orderly evacuation to a safe location.

D. Operations:

1. County personnel and equipment will be activated as follows:

a. Emergencies- The Park will request emergency assistance by contacting 911 from within the County or through Gulf Breeze Police Department Communications Center at (850) 934-4050.

b. Business- The Park will initiate business contacts by calling the County or Fire Chief at (850) 475-5530.

2. Park personnel and equipment will be activated as follows:

a. Emergencies- The County will request emergency assistance by contacting the Park through the Gulf Breeze Police 24-hour Dispatch at (850) 934-4050.

b. Business- The County will initiate business contacts by calling the following positions:

1) Chief Ranger (DeDe Mladucky)
- (850) 934-2605 (office)
- (850) 232-2018 (cell)

2) Fire Management Officer (Mark Nicholas)
- (850) 934-2619 (office)
- (850) 232-3619 (cell)

E. General Provisions:

1. The Park and the County mutually agree to the following:

a. In the execution of this Agreement, employees or agents of the County are not considered to be employees of the Park or NPS.

b. No party to this Agreement shall be bound to make any expenditure under the Agreement, except as authorized by law.

c. The Park and the County waive all claims against each other for compensation for any loss, damage, personal injury or death occurring as a consequence of activities pursuant to this Agreement.

d. All suppression qualified Park personnel will meet, at a minimum, the requirements found in Director's Order 18.

e. All suppression qualified County personnel will meet the minimum requirements of the County.

f. The respective parties of this Agreement will provide Personal Protective Equipment (PPE) for their employees.

g. The parties may participate in joint training exercises/drills in areas covered by this Agreement upon request. NPS will provide training in wildfire suppression upon request.

h. Both parties will review this Agreement annually to update changes in Park or County personnel or phone numbers and provide the other party with a list of any changes.

F. Agreement Evaluation:

The parties will jointly review the results and effectiveness of this Agreement after any incident involving both parties. The Agreement may be amended at any time by the written, mutual consent of the parties. The approved amendment(s) will immediately become a part of the Agreement.

ARTICLE IV - TERM OF THE AGREEMENT

This Agreement shall be in effect for a period of five (5) years, commencing on the date last executed by the parties as set forth in ARTICLE XII.

ARTICLE V - KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. For the NPS:

Daniel R. Brown
Superintendent
Gulf Islands National Seashore
Phone (850) 934-2604

2. For the County:

Fire Chief or Deputy Fire Chief
Escambia County Fire Rescue
Phone (850) 475-5530

B. Communications – The County will address any communication regarding the Agreement to the key official with a copy to the Contracting Officer. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.

C. Changes in Key Officials – Neither the NPS nor the County may make any permanent changes in key officials without giving notice to the other party.

ARTICLE VI – FUNDING

Funds will not be exchanged under this Agreement. In-kind services will be exchanged as set forth in Article III.

Each party will be responsible for seeking funding for their operations and will not be dependent on the other for operational expenditures.

ARTICLE VII – PRIOR APPROVAL

Not applicable

ARTICLE VIII – REPORTS AND/OR OTHER DELIVERABLES

Each party is responsible for its own timekeeping and other required records and reports. Upon request and to the full extent permitted by applicable law, the parties will share with each other final reports of incidents involving both parties.

ARTICLE IX – PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party. Any property furnished by the NPS to the County during the performance of this Agreement will be used and disposed of as set forth in NPS Property Management Regulations.

ARTICLE X – MODIFICATION AND TERMINATION

A. This Agreement may be modified only by a written instrument executed by the parties.

B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and try to resolve their differences.

ARTICLE XI - REQUIRED CLAUSES

A. Civil Rights -
During the performance of this Agreement, the participants will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age or sex.

B. Promotions -
The County will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, Bureau, or Government employee endorsement of a product, service, or position which the County represents. No release of information relating to this Agreement may state or imply that the Government approves of the County's work product or considers the County's work product to be superior to the other products and services.

C. Public Information Release/ Publications of Results of Studies -
No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the matter of publication or interpretation results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

[SIGNATURE PAGE TO FOLLOW]

ARTICLE XII – SIGNATURES

In witness whereof, duly authorized representatives of the parties have affixed their signatures on the dates shown below.

ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

Date: _____

BCC Approved: _____

Attest: Pam Childers
Clerk of Circuit Court

_____
Deputy Clerk

GULF ISLANDS NATIONAL SEASHORE:

By: _____
Daniel R. Brown, Superintendent

Date: _____

_____
WITNESS

_____
WITNESS

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/14/18

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13878 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/05/2018
Issue: Amendment to Antenna Mounting Space License Agreement between Escambia County and New Cingular Wireless PCS, LLC
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment to the Antenna Mounting Space License Agreement between Escambia County and New Cingular Wireless PCS, LLC - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Amendment to the Antenna Mounting Space License Agreement between Escambia County and New Cingular Wireless PCS, LLC, to allow for the installation of additional antennas, as approved by New Cingular Wireless PCS, LLC, on March 6, 2018:

A. Approve the Amendment to the Antenna Mounting Space License Agreement between Escambia County and New Cingular Wireless PCS, LLC; and

B. Authorize the Chairman to sign the Amendment.

BACKGROUND:

New Cingular Wireless PCS, LLC signed an Antenna Mounting Space License Agreement with Escambia County on June 26th, 2014 to mount communications equipment on the counties Public Safety radio tower located at 90 & 9 Ranch Rd. Lessee desires to replace existing equipment with new equipment as defined in the original agreement. The amendment replaces exhibit B with a new exhibit B providing: listing of licensee's antennas and equipment, wattages and frequencies, and accessory buildings.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Steve West, Assistant County Attorney, reviewed the amendment and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements require approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Andrew Hamilton, Escambia County Communications Division Chief, will be responsible to monitor and implement the provisions of the amendment.

Attachments

Amendment to Antenna Mounting Space License Agreement

AMENDMENT TO ANTENNA
MOUNTING SPACE LICENSE AGREEMENT

THIS AMENDMENT TO ANTENNA MOUNTING SPACE LICENSE AGREEMENT ("**Amendment**"), dated as of the latter of the signature dates below, is by and between Escambia County, a political subdivision of the State of Florida, having a mailing address of 6575 North W Street, Pensacola 32505 ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morgoso Drive NE, Atlanta, GA 30324 ("**Licensee**").

WHEREAS, Licensor and Licensee entered into an Antenna Mounting Space License Agreement dated June 26, 2014 (the "**License**"), whereby Licensor licensed to Licensee certain Premises, therein described; and

WHEREAS, Licensor and Licensee desire to amend the License to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the License as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Additional Antennas.** Licensor consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit B. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit B. Exhibit B hereby replaces Exhibit B to the License to the extent it describes Licensee's antennas and equipment.

2. **Notices.** Section 25 of the License is hereby amended to reflect Licensee's updated notice address as follows:

LICENSEE: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: ___; Cell Site Name: Gonzalez (FL)
Fixed Asset No: 10016310
575 Morosgo Dr. NE
Atlanta, GA 30324

With a required copy to:
New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: ___; Cell Site Name: Gonzalez (FL)
Fixed Asset No: 10016310
208 S. Akard Street

Dallas, Texas, 75202-4206

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the License and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the License otherwise is unmodified and remains in full force and effect. Each reference in the License to itself shall be deemed also to refer to this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

LICENSOR:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Jeff Bergosh, Chairman
Date: _____

Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: Asst. County Attorney
Date: March 12, 2018

BCC Approved: _____

LICENSEE:
New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation, its Manager

Witness _____
Print Name Kasey Howard

By: _____
Print Name: William Hilyer
Title: Area Manager
Date: 3/6/18

Witness Lisa Henderson
Print Name Lisa Henderson

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 6 day of March, 2018, by William Hilyer, as Area Manager of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, who (✓) is personally known to me, or ( ) has produced current _____ as identification.

KATHY M. MCLAUGHLIN NOTARY PUBLIC ALABAMA STATE AT LARGE

_____
Signature of Notary Public

Kathy M. McLaughlin
Printed Name of Notary Public

(Notary Seal)

10-26-2020

Exhibit B

EQUIPMENT LIST

GONZALEZ MICROWAVE SITE

Six (6) Commscope Antennas
Three (3) Andrew Antennas
Three (3) TMAs
Two (2) Filters
Six (6) lines of Coax
Fifteen (15) RRUS
Eight (8) DC Cables
Three (3) Power Cables
Four (4) Surge Arrestors

In addition, we currently lease 304.8 sq ft of ground space to include our 12' x 10' Equipment Shelter, and 10' x 6' pad for Kohler Generator.

TX: UMTS 880.02-889.98, 891.51-893.57, 1965.0-1975.0; 1982.5-1990

LTE 710.0-716.0, 1730.0-1732.5, 734.0-742.5, 869.6-878.6

RX: UMTS 835.02-844.98, 846.51-848.97, 1885.0-1895.0; 1902.5-1910

LTE 740.0-746.0, 2130.0-2132.5, 704.0-712.5, 824.6-833.8

Wattages: 800 Frequency – 500 watts

700 Frequency – 1000 watts

1900 Frequency – 2500 watts

PIPELINE MICROWAVE SITE

First time install at 170' CL adding:
(6) Andrew SBNHH-1D65C antennas
(3) Andrew SBNHH-1D6565C antennas
(15) Ericsson RRUS-11
(3) Demarc boxes
(2) Fiber cable
(4) DC cables
(1) RET Control cable

(1) 12'x30' Shelter with Generator

TX: UMTS 880.02-889.98, 891.51-893.57 1965.0-1975.0; 1982.5-1990
LTE 710.0-716.0
RX; UMTS 835.02-844.98, 846.51-848.97, 1885.0-1895.0;1902.5-1910
LTE 740.0-746.0

Wattages : 800 Frequency - 500 watts
700 Frequency - 1000 watts
1900 Frequency - 2500 watts

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13807 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/05/2018
Issue: Schedule a Public Hearing to Consider the Vacation of a Drainage Easement Located Between 12980 and 12990 Ogden Drive, On the Board's Own Motion
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Drainage Easement Located Between 12980 and 12990 Ogden Drive, on the Board's Own Motion - Joy Jones, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for May 17, 2018, at 5:31 p.m., to consider the vacation of a 20-foot-wide drainage easement located between 12980 and 12990 Ogden Drive, on the Board's own motion:

A. Schedule a Public Hearing for May 17, 2018, at 5:31 p.m., to consider the vacation of a drainage easement located between 12980 and 12990 Ogden Drive; and

B. Direct staff to notify all property owners within a 500-foot radius.

BACKGROUND:

On August 26, 1997, the Board authorized staff to proceed with obtaining easements and/or property needed to construct road and drainage improvements along 66 county roads, including Ogden Drive. A 20-foot-wide drainage easement was required, and the property owners at 12990 Ogden Drive donated a 15-foot-wide drainage easement, located on the east side of the property line. The remaining five feet were obtained from the owners of the adjacent property, 12980 Ogden Drive.

Drainage improvements that were made during the Hartung-Ogden Drainage Project in 2010 eliminated the need for the drainage pipe within the easement

area. The pipe still functions for private down spout connection. Staff recommends that the Board vacate the abandoned drainage easement since it no longer serves a public purpose.

Upon Board approval of this vacation, staff will notify all owners of property within the specified area of the drainage easement.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the date and time will be advertised, and all owners of property within the specified area will be notified. It will be the responsibility of county staff to place the advertisement and notify property owners.

Attachments

Aerial Map - Ogden Drive Drainage Easement

BCC 8_26_97

Ogden Drive

ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 11/17/17 DISTRICT 1

12990 Ogden Drive (Left)
12980 Ogden Drive (Right)

Drainage Easement to be vacated

Upon inquiry from Acting Chairman Robertson, Commissioner Whitehead said he would like to hold Items 2 and 4 for further discussion.

Motion made by Commissioner Whitehead, seconded by Commissioner Junior, and carried, approving the Consent Agenda, Items 1 through 17, with the exception of Items 2 and 4, as follows:

1. Approving to change the street name of Northview Drive (located west off of Holsberry Lane in the thirty-lot Northview Subdivision) to Strandview Drive (as Northview Drive is a duplicate street name in Escambia County), petitioned by Mr. Don Paedae, Kimberly Developers.

3. Taking the following action (utilizing One Cent Local Option Sales Tax [LOST] funds in the Capital Improvement Program for Fiscal Year 1997-1998; $75,000 proposed for fabrication and installation of street name signs; $200,000 proposed for pavement markings):

   A. Approving an extension to Contract Number PD 95-96.112, Fabrication and Installation of Street Names Signs, with Gulf Coast Traffic Engineers, Inc., for the period October 1, 1997, through September 30, 1998, at the same prices, terms, and conditions, contingent upon funds being allocated in the Fiscal Year 1997-1998 adopted Budget; and

   B. Approving an extension to Contract Number PD 95-96.115, Installation of Pavement Markings, with Gulf Coast Traffic Engineers, Inc., for the period October 1, 1997, through September 30, 1998, at the same prices, terms, and conditions, contingent upon funds being allocated in the Fiscal Year 1997-1998 adopted Budget.

5. Taking the following action relative to the County's acceptance of a portion of properties which abut University Parkway as donated or dedicated property needed to construct road and drainage improvements along University Parkway between Davis Highway and the entrance to the University of West Florida (Construction funds for University Parkway have been programmed in Fiscal Year 1997-1998 and 1998-1999 in the Capital Improvement Program, One Cent Local Option Sales Tax (LOST) Fund 350):

A. Authorizing staff to resolve or negotiate any matters related to or associated with the donation or dedication of the property, gather information, and conduct any inspections, as needed, to allow acceptance of the property;

B. Waiving the County Attorney's document preparation fee;

C. Authorizing the County Attorney's Office to prepare and the Chairman to sign the documents necessary to effectuate the transfer;

D. Accepting the Deed as of the day of delivery of the Deed to the Chairman and authorizing the Chairman to acknowledge the Board's acceptance at that time; and

E. Requiring staff to notify the Board following the recording of the Deed by an Information Report that the Deed has been delivered, accepted and recorded.

(Attached and Shown as EXHIBIT "BB")

6. Taking the following action relative to Easements or Fee Simple title to donated or dedicated property needed to construct road and drainage improvements along sixty-six (66) County roads known as Alonzo Road, Beckstrom Road, Bedford Road, Beryl Avenue, Blakely Avenue, Blanc Lane, Brewer Drive, Bridlewood Road, Campino Lane, Canal-a-Way, Chaseville Road, Cobia Drive, Devine Farm Road, Dominic Street, Dunn Street, Fairfield Drive, Fair Oaks Lane, Fellmore Lane, Fowler Avenue, Gerald Road, Gloria Circle, Gulf Beach Highway, Hatcher Drive, Heinrich Street, Hobson Lane, Jamesville Road, Jansen Road, Joaquin Road, Juan Road, Kaiser Lane, Kingsport Avenue, Klondike Road - North, Lambert Bridge Road, Larimer Avenue, Lazy Acres Road, Massey Drive, Maywood Avenue, Miramar Drive, Mirella Street, Nix Road, North Blue Angel Lane, Oakcrest Road, Odgen Road, Olsen Road, Ono Avenue, Owen Bell Lane, Pale Moon Drive, Perkins Street, Polk Avenue, Polonious Parkway, Redoubt Avenue, Renee Terrace, Rosirito Place, Rustic Lane, Sandy Bay Drive, Sandy Lane, Seaton Lane, Sierra Drive, Tracy Road, Tung-Oil Road, Turkey Road, University Parkway, Valdosta Avenue, Wade Avenue, Waterview Drive, and Weller Avenue:

A. Authorizing staff to resolve or negotiate any matters related to or associated with the donation or dedication of Easements or Fee Simple interests in real property located adjacent to the above-described roads, gather information and conduct any inspections, as needed, to allow acceptance of the real property;

B. Waiving the County Attorney's document preparation fee;

C. Authorizing the County Attorney's Office to prepare and the Chairman to sign the documents necessary to effectuate the transfer;

D. Accepting the Deeds or Easements as of the day of delivery of the Deed or Easement to the Chairman, and authorizing the Chairman to acknowledge the Board's acceptance at that time;

E. Requiring staff to notify the Board, by an Information Report, that the Deed or Easement has been delivered, accepted and recorded, to be accomplished at the Board meeting following the recordation of said Deed or Easement; and

F. Authorizing reimbursement of incidental costs associated with the donation or dedication, which includes title examination fees, documentary stamps tax, recording and pro-rated ad valorem taxes.

(Attached and Shown as EXHIBIT "CC")

7. Waiving Board Policy (Section III, A-15., Policy Concerning Requests for Installation of Speed Humps) and approving, on the Board's own motion, the installation of speed humps on (Old) West Cervantes Street between Shoemaker Street and Grandview Street, utilizing Fiscal Year 1997-1998 One Cent Local Option Sales Tax (LOST) funds (On July 22, 1997, the Board waived Board Policy regarding signatures for speed humps, due to several absentee landlords, and approved the installation of speed humps on Old West Cervantes Street from "W" Street to Green Street).

8. Adopting a Resolution imposing a prohibition upon parking on the north side of Innerarity Road adjacent to Mavilla Street (from sixty-six [66] feet west of the center of Mavilla Street to one hundred forty-one [141] feet east of the center of Mavilla Street). (Attached and Shown as EXHIBIT "DD")

9. Awarding an annual requirements Contract to Ingram Signalization, Inc., in accordance with PD 96-97.124, Maintenance & Repair of Street & Navigation Lights, for the period October 1, 1997, through September 30, 1998, contingent upon funds being allocated in the Fiscal Year 1997-1998 adopted Budget (Funding source: $19,000 proposed for maintenance of street and navigation lights within

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13829 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/05/2018
Issue: Schedule a Public Hearing to Consider the Vacation of a Portion of an Alleyway in Block 48, Figland Park Subdivision
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of an Alleyway in Block 48, Figland Park Subdivision - Joy Jones, P.E., Public Works Department Director

That the Board take the following action regarding a Petition to Vacate a Portion of an Alleyway in Block 48, Figland Park Subdivision:

A. Authorize the scheduling of a Public Hearing for May 17, 2018, at 5:32 p.m., to consider the Petition to Vacate a Portion of an Alleyway (20 feet x 100 feet) in Block 48, Figland Park Subdivision, as petitioned by Roy and Patricia Wade; and

B. Require the Petitioners to notify all property owners within a 500-foot radius.

BACKGROUND:

Petitioners Roy and Patricia Wade own the property south of the alleyway in Block 48 of Figland Park, formerly Fig City Townsite, as recorded in Plat Deed Book 87, page 244 of the Official Records of Escambia County, Florida. Block 48 is bordered on the north by West Ensley Street, West Devane Street to the south, Rawls Avenue to the west, and Pond Avenue to the east. Mr. and Mrs. Wade are requesting that the Board vacate any interest the county has in a portion of a 20' wide alleyway (20 feet x 100 feet) located in Block 48. The request will not close the entire alleyway, just the length of the Petitioners' property.

Staff has reviewed the request and has no objections to the vacation. All utility companies have been contacted and have no objections to the request. Gulf Power does have a pole located on the property that no longer provides services

that they will remove. No one will be denied access to his or her property as a result of this vacation.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the Petitioners will be notified, the date and time will be advertised, and all owners of property within the area determined by the Board will be notified.

Attachments

Petition to Vacate - Figland Park Block 48

Aerial Map - Figland Park, Block 48

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

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a Alleyway 20 ft wide by 100 ft long in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), Roy Wade and Patricia C. Wade presently do own(s) and do/~~does not~~ own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

That portion of a 20 ft. wide alleyway lying 100 ft east of the east right of way line of Rawls Ave. (Palm Ave) running between and adjacent to lots 1, 2, and 16 block 48 of Figland Park, formerly Fig City Townsite as recorded in Plat Deed Book 87, pg 244 of the Public Records of Escambia County, Florida.

2. That the Petitioner(s), Roy Wade and Patricia C. Wade desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 11 Township 1 South Range 30 West and recorded in deed book 87 @ pg 244 of the public records of Escambia County, Florida.

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

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

Petitioner acknowledges that:

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

Roy Wade and Patricia C. Wade
Petitioner(s) Name

8570 Cove Ave
Street Address

Pensacola Florida 32534
City State

850-475-8819 cell 850-454-8413
Phone Number

Agent's Name

Agent's Phone Number

Nov. 28, 2017
Date:

EXHIBIT "A"

REQUEST TO VACATE A PORTION OF A 20' ALLEYWAY LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF RAWLS AVENUE RUNNING BETWEEN AND ADJACENT TO LOTS 1, 2, AND 16 BLOCK 48 OF FIGLAND PARK

Petitioners: ROY AND PATRICIA WADE

ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 11/28/17 DISTRICT 3

Petitioner's Property

Portion of Alleyway to be Vacated

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13826 **County Administrator's Report 10. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/05/2018
Issue: Federal Lands Access Program (FLAP) Project Memorandum of Agreement (MOA) - Quietwater Beach Ferry Landing Site Improvements
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Federal Lands Access Program Project Memorandum of Agreement, for Phases II and III of the Quietwater Beach Ferry Landing Site Improvements Project - Joy Jones, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign the Federal Lands Access Program (FLAP) Project Memorandum of Agreement (MOA), for Phases II and III of the Quietwater Beach Ferry Landing Site Improvements Project.

[Funding source: Grant total of $1,020,000, which includes the Eastern Federal Lands Highway Division (EFLHD) project management funds (estimated at $20,000), will require a tapered match of 18.07% ($184,314) using State of Florida toll revenue credits]

BACKGROUND:

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made.

This project is a continuation of a previous FLAP project named "FL FLAP ESCMB FER (1)". The scope of this project is to provide funding for Phases II and III (descriptions of each phase below).

Phase II: The existing pier is 8-9 feet wide by approximately 350 feet long with composite decking and grate surface (center portion of dock is open grating). Improvements include widening the existing walking surface to an overall width of 16 feet over the length of the existing pier. A composite decking and grate system, with edge protection, is necessary for access safety. Additional pole lighting for pedestrian safety will be evaluated during design. A condition analysis will be performed to determine if widening is sufficient, or if the pier structure needs to be replaced. Any costs incurred above the programed FLAP funding must be funded via other sources.

Phase III: Construct a shade facility for passenger queuing and ticketing area only.

Meeting in regular session on December 14, 2017, the Florida-Alabama TPO approved a Transportation Improvement Program (TIP) Amendment to add this project to the FDOT FY17-18 Work Program.

Upon approval of the MOA, a recommendation for execution of the formal Local Agency Program (LAP) Agreement for this project will come before the Board upon execution of the LAP Agreement, staff will solicit for an engineering consultant to perform the design phase for both phases.

BUDGETARY IMPACT:

Grant total of $1,020,000, which includes the Eastern Federal Lands Highway Division (EFLHD) project management funds (estimated at $20,000), will require a tapered match (18.07% or $184,314) using State of Florida toll revenue credits. No local funds are required for local match.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Sr. Assistant County Attorney, has reviewed and signed off on the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, staff will send the signed MOA to FDOT for execution, and will continue to work with FDOT staff, National Park Service (NPS) staff, and Eastern Federal Lands Highway Division (EFLHD) on project coordination.

Attachments

FLAP MOA

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

Project / Facility Name: FL FLAP ESCMB FER(2)

Project Route: 400 Quietwater Beach Rd.

State: Florida

County: Escambia County

Owner of Federal Lands to which the Project Provides Access: National Park Service (NPS), Gulf Islands National Seashore

Entity with Title or Maintenance Responsibility for Facility: Escambia County, FL

Type of Work: [Insert each phase of work and short description of each]

- Preliminary Engineering: Complete design, prepare NEPA documents, and acquire necessary permits.
- Construction: Widening the existing pier from approximately 8 to 9 feet wide to 16 feet, for the entire 350 foot pier length and construct the shading for the passenger queuing/ticketing area.

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: FHWA-Eastern Federal Lands Highway Division (EFLHD), Florida Department of Transportation (FDOT), and Escambia County, FL

The Program Decision Committee approved this project on 8/10/2017
AGREED:

Florida Department of Transportation: Date
Federal Aid Management Office, Office of Work Program and Budget

Jeff Bergosh, Chairman, Escambia County Date

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Chief of Business Operations, EFLHD Date

Approved as to form and legal sufficiency.
By/Title:
Date: 3/20/18

A. PURPOSE OF THIS AGREEMENT

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, the Florida Department of Transportation and Escambia County agree to provide a matching share equal to 18.07% of the total cost of the project, as detailed more fully in Section J below. FLAP project funds are not to exceed the approved amount of $1,020,000.00. Before the expenditure of any funds for which reimbursement will be sought from FHWA, the parties agree to execute a separate obligating document. No reimbursement will be made for expenditures made prior to having an obligating document in place.

B. AUTHORITY

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204, and pursuant to Section 339.12, Florida Statutes.

C. JURISDICTION AND MAINTENANCE COMMITMENT

Escambia County has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION

The Florida Department of Transportation, and Escambia County has coordinated project development with the NPS, Gulf Islands National Seashore. The NPS support of the project is documented per the support letter signed on October 26, 2016. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the NPS, Gulf Islands National Seashore.

E. PROJECT BACKGROUND/SCOPE

This project is a continuation of a previous FLAP project named "FL FLAP ESCMB FER(1)". The scope of this project is to fully fund Phase II and partially fund Phase III of the application.

Phase II: The existing pier is 8 to 9 feet wide by approximately 350 feet long with composite decking and grate surface (center portion of dock is opening grating). Improvements include widening of existing walking surface to an overall width of 16 feet over the length of the existing pier. A composite decking and grate system, with edge protection is needed for access safety and reduced resource impacts. Additional pole lightning will be evaluated during design for pedestrian safety. A condition analysis will be performed to determine if widening is sufficient, or if the pier structure needs to be replaced. Any costs that incurs above the programmed FLAP funding must be funded via other sources.

Phase III: Construct a shade facility for the passenger queuing and ticketing area only.

F. PROJECT BUDGET

Item	Estimate ($)	Comments
EFLHD PROJECT MANAGEMENT	$ 20,000.00	
PRELIMINARY ENGINEERING	$ 232,500.00	
CONSTRUCTION COSTS	$ 767,500.00	
TOTAL PROJECT COST	**$ 1,020,000.00**	**Please verify the amount and source of funding for each phase**

The EFLHD project management funds (estimated at $20,000.00) will require a tapered match using state toll credits. The matching ratio is 18.07%. Project budget is based on the current estimate therefore the total programmed FLAP funds may not be sufficient to award the project as defined in the application. As necessary, Escambia County, will provide additional state or county funding to address any funding shortfall.

G. ROLES AND RESPONSIBILITIES

Responsible Party	Product/Service/Role	Comments
EFLHD	• Review documentation showing the project is on an approved program of projects and a TIP or STIP • Approve identified design standards/geometrics and the project scope, schedule, and budget • If applicable, review and/or concur with identified lead federal agency and draft environmental documents • Review and adopt NEPA document • Review/approve design exceptions, ROW certifications, utility agreements and, where applicable, railroad agreements • Review and approve 95% PS&E package • Review and/or approve contract package, award package, and all contract modifications • Attend final project inspection. Can be done electronically with photos • Provide assistance in contract disputes and claims if requested by the partner	

Responsible Party	Product/Service/Role	Comments
FDOT	• Responsible for stewardship and oversight of construction letting, bid review, contract award, and project delivery following standard federal-aid procedures as outlined in 23 CFR • Schedule and invite EFLHD and appropriate parties to public meetings • Submit quarterly reimbursement requests to EFLHD for expenses incurred in order to maintain financial activity • Provide quarterly progress and financial reports to EFLHD • Schedule and hold pre-construction meetings and construction inspections • Notify EFLHD of any contract disputes or claims • Provide stewardship and oversight and documentation of the following: o Evidence that project is on an approved program of projects and a TIP or STIP o Design Standards/Geometrics to be used o Identified design exception approval agency o Identified lead federal agency o Anticipated NEPA action o Copy of draft NEPA documents o Copy of final NEPA action o Evidence of permits o Review of Public Notices o 95% and final PS&E packages o Design exceptions o ROW certifications o Utility/Railroad Agreements o Approval of proprietary products o Contract award documents for review/concurrence o Copy of award package o Proposed contract modifications for concurrence o Documentation of project close-out o Copy of As-builts o Copy of final voucher	

Responsible Party	Product/Service/Role	Comments
Escambia County, FL	• Responsible for construction letting, bid review, contract award, and project delivery following standard federal-aid procedures as outlined in 23 CFR • Provide construction administration including stewardship and oversight for federal funded projects • Submit quarterly reimbursement requests for expenses incurred in order to maintain financial activity. • Provide quarterly progress and financial reports • Schedule and invite EFLHD and appropriate parties to public meetings • Schedule and hold pre-construction meetings and construction inspections • Provide data on traffic, accidents, material sources, etc • Notify EFLHD of any contract disputes or claims • Final acceptance of project and project closeout • Assume responsibility of the NPDES permit after project completion • Provide long term maintenance and operation of the facility in conjunction with the National Park Service • Provide the following documents and information: o Evidence that project is on an approved program of projects and a TIP or STIP o Design Standards/Geometrics to be used o Identified design exception approval agency o Identified lead federal agency o Anticipated NEPA action o Copy of draft NEPA documents o Copy of final NEPA action o Evidence of permits o Review of Public Notices o 95% and final PS&E packages o Design exceptions o ROW certifications o Utility/Railroad Agreements o Approval of proprietary products o Contract award documents for review/concurrence o Copy of award package o Proposed contract modifications for concurrence o Documentation of project close-out o Copy of As-builts o Copy of final voucher	

H. ROLES AND RESPONSIBILITIES – SCHEDULE

Responsible Lead	Product/Service/Role	Schedule Start-Finish
FDOT	NEPA	December 31, 2018
Escambia County	Final Design	January 7, 2019-May 17, 2019
Escambia County	Advertisement	May 17, 2019-August 20, 2019
Escambia County	Construction Engineering	August 26, 2019-December 31, 2019
Escambia County	Construction	August 26, 2019-December 31, 2019
Escambia County	Contract Closeout	January 2, 2020 - March 6, 2020

I. PROPOSED DESIGN STANDARDS

Final design standards will be determined through the NEPA process.

Criteria		Comments
Standards	FDEP, ASCE7	*Phase II*
Functional Classification	Access Pier	*Phase II*
Surface Type	Composite/Grating	*Phase II*
Design Volume	350ft x 16ft	*Phase II*
Criteria		**Comments**
Standards	Florida Building Code	*Phase III (ticketing area)*
Functional Classification	Shade Shelter	*Phase III (ticketing area)*
Surface Type	Open Structure with Roof	*Phase III (ticketing area)*
Design Volume	100 passenger capacity	*Phase III (ticketing area)*

J. FUNDING

Fund Source	Amount	Comments
Federal Lands Access Program Funding	$1,020,000.00	
FDOT Toll Credits	-	Toll Credits totaling $184,314.00 used as match. (18.07% Match)
TOTAL	**$1,020 000.00**	

The matching fund share will be documented with a PR-2 to be submitted by the FDOT following submittal of required stewardship documents.

K. MATCHING SHARE REQUIREMENTS

Matching or cost sharing requirements may be satisfied following the obligation of funds to the project by: allowable costs incurred by the State or local government, cash donations, the fair and reasonable value of third party in-kind contributions (but only to

the extent that the value of the costs would be allowable if paid for by the party responsible for meeting the matching share), including materials or services; however no costs or value of third party contributions may count towards satisfying the matching share requirements under this agreement if they have or will be counted towards meeting the matching share requirements under another federal award.

Costs and third party contributions counting toward satisfying a cost sharing or matching requirement must be verifiable from the records of the party responsible for meeting the matching requirements. The records must demonstrate how the value of third party in kind contributions was derived. Voluntary services sought to be applied to the matching share will be supported by the same methods that the party to this agreement uses to support allocability of personnel costs. Any donated services provided by a third party will be valued at rates consistent with those ordinarily paid by employers for similar work in the same labor market. Supplies furnished will be valued at their market value at the time of donation. Donated equipment or space will be valued at fair rental rate of the equipment or space. All records associated with valuations or costs under section K shall be accessible and be maintained for three years following project close-out.

L. PROJECT TEAM MEMBERS - POINTS OF CONTACT

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

Name	Title	Agency	Element	Phone & Email
Jacinda Russell	EFLHD Access Program Manager	EFLHD	Project Management and Coordination	571-434-1543 Jacinda.Russell@dot.gov
Edward Starks	Program Planning Specialist	EFLHD	Coordination	703-948-1446 edward.starks@dot.gov
Cooper Saunders	Project Manager	Escambia County	Project Management	850-595-3440 Cooper_saunders@myescambia.com
David Forte	Division Manager	Escambia County	Coordination	850-595-3404 David_forte@myescambia.com
Joy Jones, P.E.	Department Director	Escambia County	Coordination	850-595-3440 djjones@myescambia.com
Dustin Castells	Local Program Administrator	FDOT	Project Management	850-330-1227 Dustin.Castells@dot.state.fl.us
Sean McAuliffe	FLAP PDC Member	FDOT	Coordination	850-414-4564 Sean.McAuliffe@dot.state.fl.us

M. CHANGES/AMENDMENTS/ADDENDUMS

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FHWA	FDOT	Escambia Co. FL	Time
Project Manager (Jacinda Russell)	Dustin Castells, D3 Local Program Administrator	Cooper Saunders	5 Working Days
Planning and Programs Manager	Regina Battles, D3 District Program Management	David Forte	5 Working Days
Chief of Business Operations	Sean McAuliffe, Federal Aid Management Office	Colby Brown, P.E.	5 Working Days
Division Director	James Jobe, Federal Aid Management Office	Joy Jones, P.E.	5 Working Days

O. TERMINATION

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

P. STEWARDSHIP & OVERSIGHT ACTIVITIES

Based upon the risk assessment, complexity of the undertaking, and capabilities and past performance of the delivery partner, the EFLHD had determined this project to be low risk. The table below identifies necessary Stewardship and Oversight Activities. If items are not delivered timely or in such poor condition that it brings into question the ability to deliver, the issue will be elevated to all participants to the agreement using the issue resolution procedures matrix identified above.

Phase or Activity	Partner Role	EFLHD Role	Comments
Planning & Programming			
Evidence that project is on an approved program of projects	Provide	Review	For funds disbursed by a division, they may know this already
Evidence of being on a TIP or STIP	Provide	Review	
Project agreement with scope, schedule, & budget	Provide	Approve	EFLHD would be a signatory. Would be involved in the drafting to define what S&O deliverables it will receive
Environment			
Lead Federal agency identified	Provide	Concur	FHWA must be a co- lead agency on an EIS
Copy of/review of Draft documents	Provide	Review/ Concur	EFLHD should review to insure they can be adopted by EFLHD
Copy of NEPA action	Provide	File copy	(CE, EA, or EIS)
Evidence of permits	Provide	File copy	
Sign off on FHWA NEPA document	Provide	Adopt or develop parallel Document	EFLHD approval needed
Design			
Review 95% PS&E	Provide	Review/ Approve	Are required contract provisions included – Common Rule or Fed-Aid?
Review design exceptions	Provide	Review/ Approve	If the partner is a State DOT, they would follow their process
Review ROW certifications	Provide	Review/ Approve	If ROW is acquired, it must follow Uniform Federal Relocation Act
Utility/Railroad Agreements	Provide	Review/ Approve	EFLHD needs certification
Acquisitions			
Review contract package for required clauses (Civil Rights, Davis-Bacon, Buy America/ American, etc.)	Provide	Review/ Approve	Would not need to do this if the partner is another federal agency or State DOT following Fed Aid procedures.

Phase or Activity	Partner Role	EFLHD Role	Comments
Concur in award of contract	Provide	Review/ Concur	Generally would only get involved if additional funds required
Receive copy of award package	Provide	File copy	EFLHD should have a copy of the package in its files in case inquiries are received
Review or approve contract modifications	Provide	Review/ Concur Depends upon nature of CM	Need to assure non-eligible work is not being paid for with program funds
Construction			
Final Project Inspections	Schedule	Attend	FLH should attend the final project inspection for projects above $500,000.00 in FLAP funds regardless of risk level or elevated risk projects. Final project inspection could be done electronically with photos.
Copy of As-builts	Provide	File copy	
Copy of final voucher	Provide	File copy	
Contract Dispute (Claim)	Notify	Provide assistance if requested	Need to be aware if additional funds are needed

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13894 **County Administrator's Report 10. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/05/2018
Issue: Resolution Approving the MOA (FWC Contract No. 17269-MOA) with FL Fish and Wildlife Conservation Commission Establishing a Partnership
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Resolution Approving the Memorandum of Agreement with the Florida Fish and Wildlife Conservation Commission Establishing a Partnership - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board adopt and authorize the Chairman to sign the Resolution approving the Memorandum of Agreement (MOA), FWC Contract No. 17269-MOA, between the Florida Fish and Wildlife Conservation Commission (FWC) and Marine Resources Division, Escambia County Florida, establishing a partnership for the Annual Kids' Fishing Clinic and the Lionfish Awareness Day Festival and Tournament.

BACKGROUND:

Escambia County Department of Natural Resources Management's Marine Resources Division and FWC work on similar project and issues, including coordinating and conducting kids' fishing clinics, collecting fish samples from the Oriskany Reef, and other resource management and outreach/educational activities. For example, the Kids' Fishing Clinic provides instruction regarding safe and ethical fishing to local children of all ability levels while the Lionfish Removal and Awareness Day is a partnership and collaboration to facilitate effective lionfish removal efforts since lionfish are a serious threat to Escambia County's marine resources.

The MOA will provide mutually beneficial support in respective efforts to supply local knowledge and expertise on issues that affect the health and accessibility of Escambia County's marine, freshwater, and coastal resources.

BUDGETARY IMPACT:

No budgetary impact associated with the recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution and MOA were reviewed and approved as to form and legal sufficiency by Meredith Crawford, Assistant County Attorney.

PERSONNEL:

No additional impact to personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy 1.A.(6).

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management's Marine Resources Division will coordinate with FWC as it relates to the Resolution and implement the terms of the MOA.

Attachments

Res-FWC Partnership 2018

FWC 17269-MOA KidsFishingLionfish

RESOLUTION NUMBER R2018 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION AND THE MARINE RESOURCES DIVISION, ESTABLISHING A PARTNERSHIP FOR THE ANNUAL KIDS' FISHING CLINIC AND LIONFISH AWARENESS DAY FESTIVAL AND TOURNAMENT; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Fish and Wildlife Commission (hereinafter referred to as "Commission") and Escambia County Marine Resources Division (hereinafter referred to as "County") have a joint purpose to ensure the safe, efficient, and sustainable use and enjoyment of marine resources by residents and visitors to Escambia County; and

WHEREAS, the Commission and County wish to enter into an agreement to cooperatively support and sponsor the Annual Kids' Fishing Clinic and Annual Lionfish Removal Awareness Day Festival and Tournament; and

WHEREAS, it is in the best interest of the County to enter into an agreement with the Commission for the specific purpose of continued cooperation in support of community events within Escambia County.

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

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

SECTION 2. That Escambia County hereby supports the partnership and approves the Memorandum of Agreement between the Florida Fish and Wildlife Conservation Commission and Escambia County Marine Resources Division, establishing a partnership for the annual Kids' Fishing Clinic and Lionfish Awareness Day Festival and Tournament.

SECTION 3. That the Board authorizes the Chairman to sign the Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

This document approved as to form
and legal sufficiency.
By M Crawford
Title Assistant Co. Atty
Date 2/26/18

MEMORANDUM OF AGREEMENT
BETWEEN
THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
AND
MARINE RESOURCES DIVISION,
ESCAMBIA COUNTY, FLORIDA
ESTABLISHING A PARTNERSHIP FOR THE ANNUAL KID'S FISHING CLINIC AND
LIONFISH AWARENESS DAY FESTIVAL AND TOURNAMENT

THIS MEMORANDUM OF AGREEMENT is entered into this the ___ day of March, 2018 by and between THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter called COMMISSION, and MARINE RESOURCES DIVISION, ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is P.O. Box 1591, Pensacola, Florida, 32597, hereafter called COUNTY.

WITNESSETH

The purpose of this Memorandum of Agreement is to establish an agreement between the parties to provide mutually beneficial support in their respective efforts to provide local knowledge and expertise in issues that affect the health and accessibility of Escambia County's marine, freshwater, and coastal resources. The goal is a joint effort to ensure the safe, efficient and sustainable use and enjoyment of marine resources by residents and visitors to Escambia County. In furtherance of the goal, the COMISSION and the COUNTY, wish to partner as co-sponsors of certain community events, specifically the following: Annual Kid's Fishing Clinic and Annual Lionfish Removal and Awareness Day Festival and Tournament.

WHEREAS, the COMMISSION and the COUNTY have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, both the COMMISSION and the COUNTY are authorized by Florida Statutes Section 163.01et. seq. to enter into interlocal agreements and thereby cooperatively use their powers and resources in the most efficient manner possible; and

WHEREAS, the COMMISSION and the COUNTY have a joint purpose to ensure the safe, efficient, and sustainable use and enjoyment of marine resources by residents and visitors to Escambia County.

WHEREAS, the COMMISSION and the COUNTY desire to enter into an Agreement to cooperatively support the Annual Kids' Fishing Clinic and Annual Lionfish Removal and Awareness Day Festival and Tournament; and

WHEREAS, it is in the best interest of the COUNTY to enter into an agreement with the COMMISSION for the specific purpose for the continued cooperation in support of the events 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:

1. RESPONSIBILITIES OF THE PARTIES. The parties hereby agree to accept and undertake the following responsibilities assigned to them under this Agreement:

A. Responsibilities of the COMMISSION.

1. The COMMISSION will plan and host the Annual Kids' Fishing Clinic on an annual basis and located within Escambia County, Florida.

2. The COMMISSION will plan and host the Annual Lionfish Removal and Awareness Day, Festival and Tournament on an annual basis and located within Escambia County, Florida.

B. Responsibilities of the COUNTY.

1. The COUNTY will attend as a sponsor the Annual Kids' Fishing Clinic hosted by the COMMISSION within Escambia County, Florida.

2. The COUNTY will attend as a sponsor the Annual Lionfish Removal and Awareness Day, Festival and Tournament hosted by the COMMISSION within Escambia County, Florida.

3. The COUNTY will allow for the use of the COUNTY logo on informational flyers and brochures, as well as for advertising purposes, related to the Annual Kids' Fishing Clinic and the Annual Lionfish Removal and Awareness Day, Festival and Tournament.

4. The COUNTY will provide a booth at each event and offer instructional demonstrations related to the purpose and authority of the COUNTY's Marine Resources Division.

2. TERM OF THE AGREEMENT. It is understood and agreed that the relation established by this Agreement is meant to be for the benefit of both parties, and that this Agreement shall be effective on the date of execution by both parties and shall continue for a term of three (3) years with the option to renew for two additional one (1) year terms, unless otherwise terminated, suspended or modified in writing by an appropriate amendment executed by both parties. In no event, shall the term of this agreement exceed the duration of five (5) years from the date of commencement.

A. The specific dates and locations of the Annual Kids' Fishing Clinics and Annual Lionfish Removal and Awareness Day events, respectively, shall be agreed upon by the COMMISSION and the COUNTY each year for the duration of the agreement.

3. TERMINATION. Either party may terminate this Agreement by giving written notice to the other party specifying the termination date, by certified mail, return receipt requested, at least thirty (30) days prior to the termination date specified in the notice.

4. NOTICES. Any and all notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express

service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

FOR THE COMMISSION:
Jim Estes
Deputy Director,
Division of Marine Fisheries Management
Florida Fish and Wildlife Commission
620 South Meridian Street
Tallahassee, Florida 32399
Robert_Turpin@myescambia.com

FOR THE CONTRACTOR:
Robert Turpin, Manager
Marine Resources Division
Escambia County
3363 West Park Place
Pensacola, Florida 32505
(850) 554-5869

5. AUTHORITIES. It is understood and agreed that each party operates under its own legal authorities, policies and administration, and each party's obligations under this Agreement are thereby limited. It shall be the responsibility of each party to interpret its own authorities and policies, and make decisions as required under law and policies applicable to each. This Agreement is hereby entered into under the following authorities, and other applicable law:

a. FWC: Article IV, Section 9, Florida Constitution.

6. PUBLIC RECORDS. All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the parties.

7. LIABILITY. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitations on liability.

8. STATE REQUIRED CLAUSES.

a. Non-discrimination. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

b. Prohibition of Discriminatory Vendors. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Public Entity Crimes. In accordance with Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, supplier, subcontractor, consultant or by any other manner under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

d. Legislative appropriation. For contracts whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.

9. NON-ASSIGNMENT. This Agreement may not be assigned in whole or in part without the written approval of all parties. Any such assignment or attempted assignment shall be null and void.

10. SEVERABILITY AND CHOICE OF VENUE. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

11. NO THIRD-PARTY RIGHTS. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

12. JURY TRIAL WAIVER. As part of the consideration for this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement; including but not limited to any claim of quantum meruit.

13. PROHIBITION OF UNAUTHORIZED ALIENS. In accordance with Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

14. **EMPLOYMENT ELIGIBILITY VERIFICATION.** The Contractor shall enroll in and use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification System (http://www.uscis.gov/portal/site/uscis) to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract.

The Contractor shall include in any subcontracts for the performance of work or provision of services pursuant to this Contract the requirement that the subcontractor use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify

Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Contract.

15. ENTIRE AGREEMENT; AMENDMENT. This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. This Agreement may be amended by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed through their duly authorized signatories on the day and year last below written.

ESCAMBIA COUNTY
MARINE RESOURCES DIVISION

_____
Jeff Bergosh, Chairman

Date _____

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

_____
Jim Estes
Deputy Director
Fish and Wildlife Research Institute
Division of Marine Fisheries Management

Date _____

APPROVED as to form and legality:

Bridget K. McDonnell
Commission Attorney

This document approved as to form
and legal sufficiency
By M Crawford
Title asst. co. attorney
Date 3/21/2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13848 **County Administrator's Report 10. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/05/2018
Issue: Noise Waiver for Fireworks Display at Portofino Island Resort, April 7, 2018
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 a Fireworks Display for the Meyer/Dunn Wedding Reception at the Portofino Island Resort on Pensacola Beach on April 7, 2018 - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 65dbA (when measured by a sound level meter at or within the property boundary of the receiving land use) for a fireworks display at the Meyer/Dunn wedding reception to be held at Portofino Pier on Pensacola Beach, on April 7, 2018, from 9:45 p.m., to 10:00 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 which states that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and that providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Services Department will issue a Special Event permit for this exemption.

Upon Board approval, the Escambia County Sheriff's Office and the Fire Prevention Division of Fire-Rescue will be notified of the issuance of this waiver.

Attachments

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:	18023397SE
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202
Owner's Address: P.O. Box 1776		
City: LaFollette	State: TN	Zip Code: 37766
Job Address: Barge on Pensacola Bay at 10 Portofino Dr. Pensacola, FL 32561		Lot or Apt. Number:

Limited Waiver Section Only

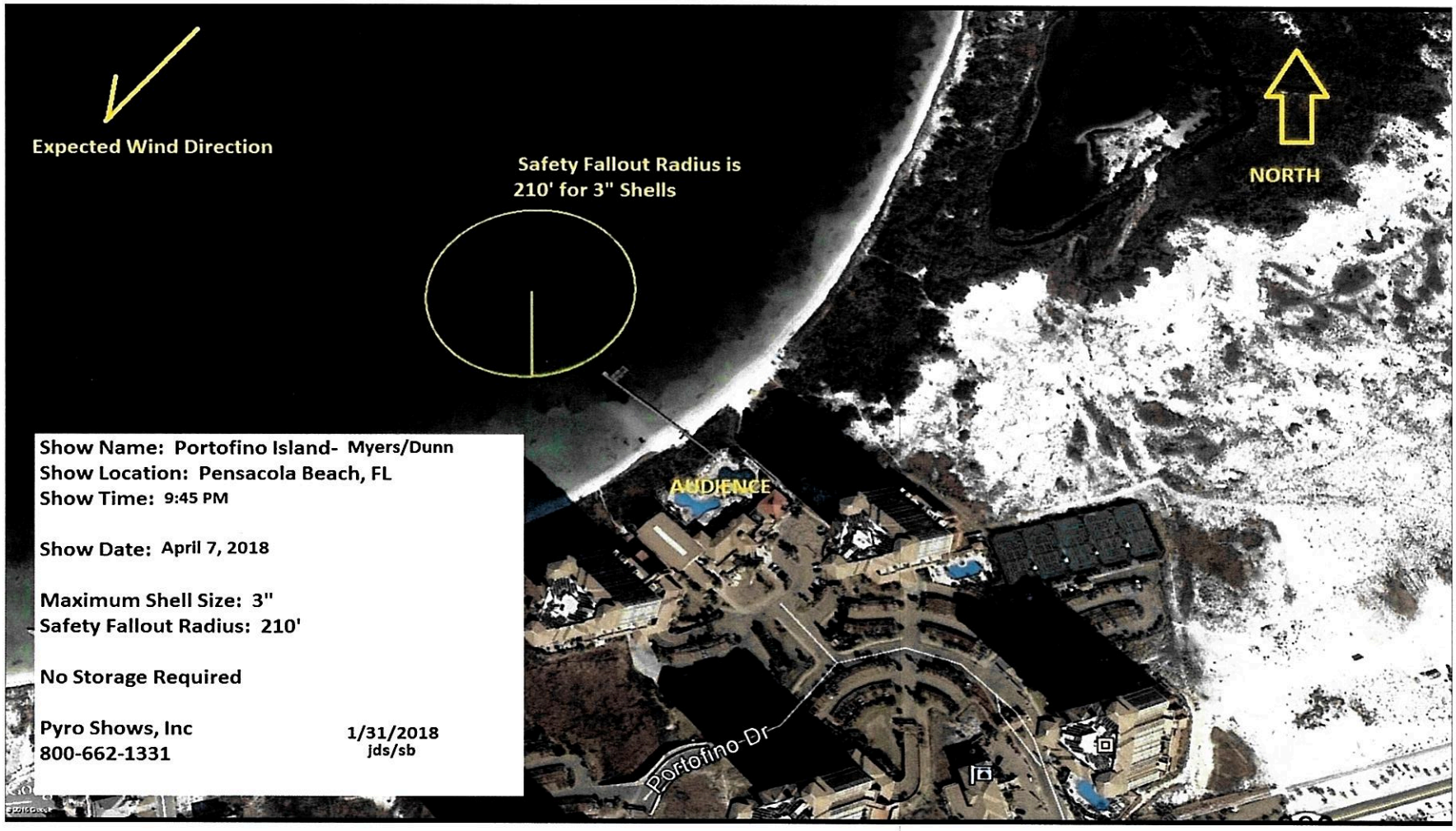
Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity:	*Description of Activity:*
April 7, 2018	Fireworks display from a Barge-Pensacola Bay 10 Portofino Drive Pensacola, FL 32561. Premier Island Management/Meyer-Dunn Wedding
Beginning Time: 9:45PM	*Ending Time:* 10:00PM

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:* 2/16/2018
Applicant Signature:	



PYRO SHOWS

Show Name:	Portofino Island Resort-Meyer-Dunn Wedding Meyer-Dunn Wedding 4-7-2018	Maximim Shell Size:	3"
Show Location:	Barge on Pensacola Bay at Portofino Island Resort- 10 Portofino Drive Pensacola, FL 32561	Safety Fallout Radius:	210'
Show Date:	Saturday, April 07, 2018	Storage Required:	NO
Show Time	9:45 PM	Diagram Created:	Wednesday, January 31, 2018
Rain Date:	N/A	Created By:	jds/sb

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13851 **County Administrator's Report 10. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/05/2018
Issue: Noise Waiver for Soundside Merchants Crawfish Festival April 21, 2018
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 April 21st 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 from a Barge on the Soundside of Quietwater Beach for the Soundside Merchants Crawfish Festival on April 21, 2018, from 9:00 p.m., to 9:30 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

Noise Waiver Application

Site Map

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:	180349295E
Building Permit Number:	
Approved By:	**Date:**

Applicant:	Pyro Shows, Inc.	**Phone Number:**	800-662-1331
Owner's Name:	Lansden E Hill, Jr.	**Phone Number:**	423-494-4202
Owner's Address:	P.O. Box 1776		
City:	LaFollette	**State:** TN	**Zip Code:** 37766
Job Address:	Offshore at Quitwater Beach Rd, Pensacola Beach, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

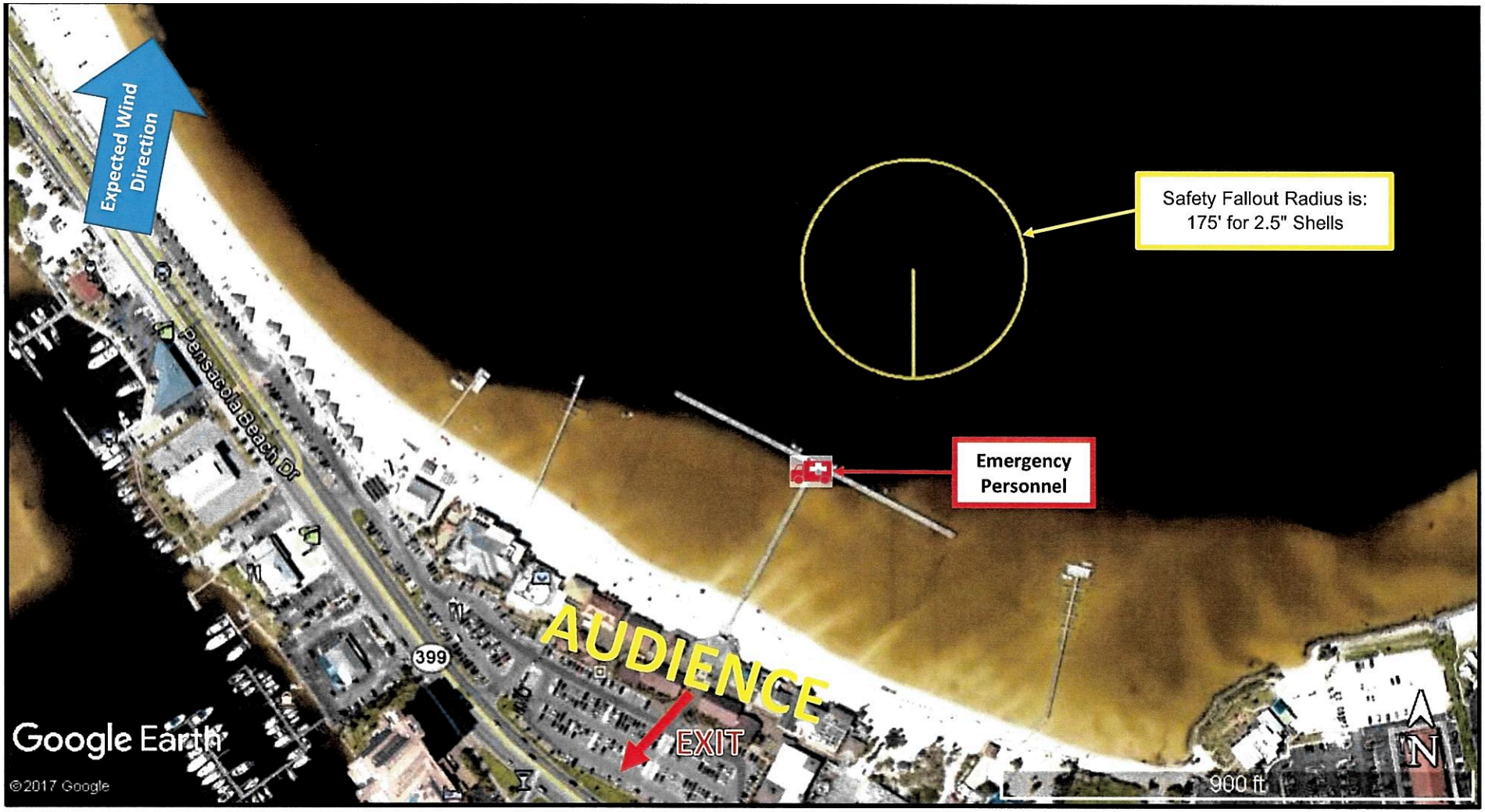
Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity:	***Description of Activity:***
April 21, 2018	Soundside Marchants Association (Crawfish Festival) fireworks display performed by Pyro Shows.
Beginning Time: 9:00PM	***Ending Time:*** 9:30PM

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 2/16/2018
Applicant Signature:	



PYRO SHOWS

Show Name:	Soundside Merchants Association Crawfish Festival	Maximim Shell Size:	2.5"
Show Location:	Offshore at 400 Quietwater Beach Rd Pensacola Beach, FL 32!	Safety Fallout Radius:	175'
Show Date:	Saturday, April 21, 2018	Storage Required:	NO
Show Time	9:00 PM	Diagram Created:	Monday, January 15, 2018
Rain Date:	N/A	Created By:	JDS

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13849 **County Administrator's Report 10. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/05/2018
Issue: Noise Waiver for Fireworks Display at Portofino Island Resort, April 28, 2018
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 a Fireworks Display for the Brown/Aldridge Wedding Reception at the Portofino Island Resort on Pensacola Beach on April 28, 2018 - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 65dbA (when measured by a sound level meter at or within the property boundary of the receiving land use) for a fireworks display at the Brown/Aldridge wedding reception to be held at Portofino Pier on Pensacola Beach, on April 28, 2018, from 9:45 p.m., to 10:00 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 which states that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and that providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Services Department will issue a Special Event permit for this exemption.

Upon Board approval, the Escambia County Sheriff's Office and the Fire Prevention Division of Fire-Rescue will be notified of the issuance of this waiver.

Attachments

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:	18034935 SE
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202
Owner's Address: P.O. Box 1776		
City: LaFollette	State: TN	Zip Code: 37766
Job Address: Barge on Pensacola Bay at 10 Portofino Dr. Pensacola, FL 32561		Lot or Apt. Number:

Limited Waiver Section Only

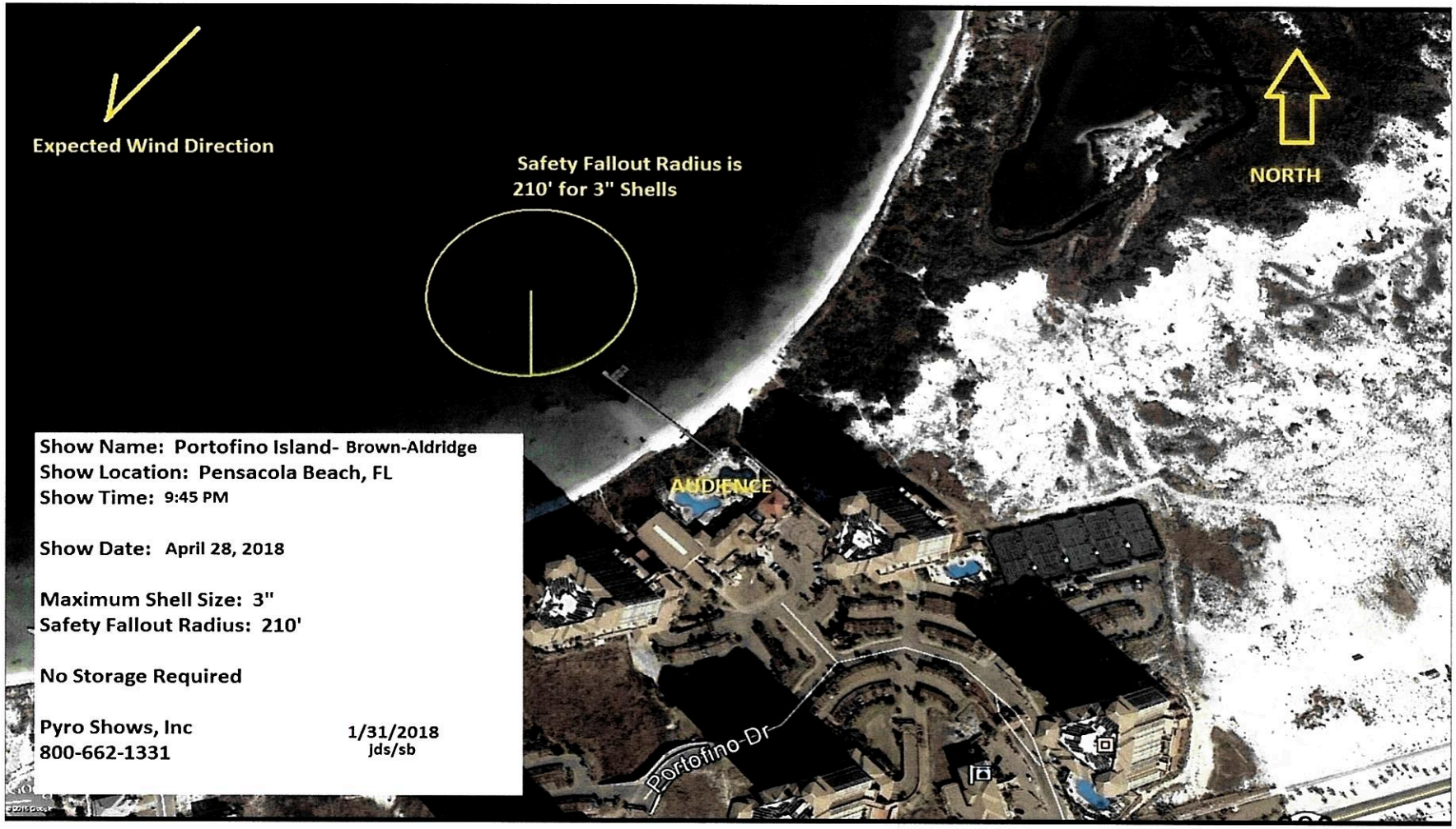
Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity:	*Description of Activity:*
April 28, 2018	Fireworks display from a Barge-Pensacola Bay 10 Portofino Drive Pensacola, FL 32561. Premier Island Management/BROWN-ALDRIDGE Wedding.
Beginning Time: 9:45PM	*Ending Time:* 10:00PM

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:*
Applicant Signature:	4/28/2018



PYRO SHOWS

Show Name:	Portofino Island Resort-Brown Aldridge Wedding Brown-Aldridge Wedding
Show Location:	Barge on Pensacola Bay at Portofino Island Resort· 10 Portofino Drive Pensacola, FL 32561
Show Date:	Saturday, April 28, 2018
Show Time	9:45 PM
Rain Date:	N/A

Maximim Shell Size:	3"
Safety Fallout Radius:	210'
Storage Required:	NO
Diagram Created:	Wednesday, January 31, 2018
Created By:	jds/sb

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13907 **County Administrator's Report 10. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/05/2018
Issue: Partial Release of SHIP Lien: 6791 Jefferson Avenue, Century
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Partial Release of State Housing Initiatives Partnership Program Lien at 6791 Jefferson Avenue, Century - Tonya Gant, Neighborhood & Human Services Department Director

That the Board review and approve a partial release of the State Housing Initiatives Partnership Program (SHIP) Lien at 6791 Jefferson Avenue, Century, and authorize the Chairman to sign the Partial Release of Lien.

BACKGROUND:

Ms. Nola Watts at 6791 Jefferson St in Century received housing repair assistance under the SHIP program in 2014, and her lien will expire on August 22, 2019 (Exhibit I). Ms. Watts has requested a partial release of lien so she could sell a 20' x 110' (approximate) section of her property to Betty Johnson at 240 Taylor Street. Staff supports a partial release as Ms. Watts is still in compliance with the SHIP program and her lien is set to expire next year. The partial release of lien (Exhibit III) will only release the proposed parcel that is not contiguous with Ms. Watts' homestead residence and does not have a structure on it. The SHIP Lien will continue to be in effect against Ms. Watts' homestead property through the expiration date of the lien. The map (Exhibit III) included provides an overview of the properties and the proposed parcel.

*SHIP Lien for Ms. Watts at 6791 Jefferson (OR BK 7280/P 116)
*General map of the area
*DRAFT partial release of lien for review

BUDGETARY IMPACT:

No impact to budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The partial release of lien has been reviewed and approved by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

Not applicable.

POLICY/REQUIREMENT FOR BOARD ACTION:

A partial release of existing liens or mortgages must be approved by the Board.

IMPLEMENTATION/COORDINATION:

If approved by the Board, the Neighborhood Enterprise Division will coordinate execution of the partial release of lien with the title company.

Attachments

EX I-SHIP Lien 6971 Jefferson Ave
EX II-Partial Release of Lien
EX III-Map

EXHIBIT I

Recorded in Public Records 12/31/2014 at 09:20 AM OR Book 7280 Page 116, Instrument #2014096684, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00

ESCAMBIA/PENSACOLA STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM
ESCAMBIA COUNTY, FLORIDA
Implemented By:
Escambia County Community & Environment Department
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, Florida 32502
Phone: (850) 595-0022

LIEN AGREEMENT

Applicant Name(s)	Address of Property	Date of Sale or Vacate
Nola M. Watts	6791 Jefferson Avenue Century, Florida 32535	_____
Total Amount of Lien $7,500.00	(xx) Deferred Payment Grant	Book: 672 Page: 57 Tract: 40

I, the undersigned, owner occupant of said property do hereby agree that I will continue to occupy and maintain the rehabilitated housing unit for at least a five (5) year period from the **22nd Day of August, 2014**. I will not sell, transfer ownership, or rent the property to any other person or persons during this five (5) year period. The lien will depreciate at the rate of twenty percent (20%) per year for a period of five (5) years. I understand that this lien will not be subordinated under any circumstances.

If the property is sold, ownership is transferred to another party or parties, or the property is converted to rental occupancy during the five (5) year period, I do hereby agree that I or my heir(s) will repay to the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program Trust Fund, the undepreciated portion of the total lien amount cited above. If the property is sold, the undepreciated portion shall be paid lump-sum from the proceeds of the sale. If the property is rented or transferred to another party, the undepreciated portion shall be considered a loan and a repayment plan will be established.

This lien will expire and automatically cancel on the 22nd Day of August 2019.

August 22, 2014
Date

Signature: Nola Watts
Type/Print Name: Nola M. Watts

_____
Date

Signature: _____
Type/Print Name:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd Day of August, 2014, by Nola M. Watts, who is personally known to me and who took an oath.

Deborah F. Nickles
Notary Public
State of Florida
My Commission Expires 11/13/2017
Commission No. FF46774

Deborah F. Nickles
Notary Public-State of Florida

This Instrument Prepared by Deborah F. Nickles, for the Town of Century, Florida, P.O. Drawer 790, Century, Florida 32535. Phone: (850) 256-3208, as Agent for Escambia County, Florida.

EXHIBIT II

This Instrument Prepared By:
Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, Florida 32502

PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: **Escambia County, a political subdivision of the State of Florida**, the owner and holder of a certain lien executed by **Nola M. Watts, a single woman** to **Escambia County, a political subdivision of the State of Florida**, bearing the date August 22, 2014, recorded in Official Record Book **7280**, Page **116**, in the Office of the Clerk of the Circuit Court of **Escambia** County, **Florida**, securing a certain lien in the principal sum of $**7,500.00** and certain promises and obligations set forth in said lien, acknowledges that the following described property was included in the lien and hereby releases it from the lien and directs the Clerk of the Circuit Court to record this instrument:

LEGAL DESCRIPTION:

Commencing at the Southwest corner of the Northwest quarter of Section 8, Township 5 North, Range 30 West; thence proceed North 3°03'33" East along the West line of said section for a distance of 885.00 feet; thence departing said West section line proceed South 86°56'27" East for a distance of 309.92 feet for the point of beginning; thence continue South 86°56'27" East for a distance of 20.08 feet; thence proceed North 3°03'33" East for a distance of 110.00 feet; thence North 86°56'27" West for a distance of 20.08 feet; thence proceed South 3°03'33" West for a distance of 110.00 feet to the point of beginning.

All being in a portion of Section 8, Township 5 North, Range 30 West, Escambia County, Florida. Containing 0.05 acres more or less.

Nothing in this partial release shall otherwise impair, alter or diminish the lien or the operation of the lien against the remainder of the property described in the lien, and in all other respects the lien remains in full force and effect.

WITNESS my hand and seal this ___ day of _____, 2018

Escambia County, a political subdivision of the State of Florida, by and through its duly authorized Board of County Commissioners

By: _____
Jeff Bergosh, Chairman

BCC Approval: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL]

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: March 14, 204

PROPERTY LOCATION - 6971 Jefferson Ave / 240 Taylor St / Proposed Parcel

"This map/data was prepared by the Escambia County NED and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

3/8/2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13883 **County Administrator's Report 10. 11.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/05/2018
Issue: Scheduling a Public Hearing Concerning Proposed Grant Application for Federal Transit Administration (FTA) 5307 Funding for Operating and Capital
From: Mike Crittenden, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing for the Fiscal Year 2018 Proposed Grant Application for Mass Transit Projects - Mike Crittenden, Mass Transit Department Director

That the Board authorize the scheduling of a Public Hearing for April 17, 2018, at 5:32 p.m., for the purpose of receiving comments from the public concerning the Fiscal Year (FY) 2018 proposed Grant Application by Escambia County Area Transit (ECAT) for Mass Transit Projects for Federal Transit Administration (FTA) Section 5307 Funds for Operating and Capital expenses.

[Budgetary Impact - The Grant Application is for a total of $1,618,179. Operating Assistance of $800,000 requires a local 50% match of $800,000. Operating assistance will be reimbursed at 50% up to the allowed maximum of $800,000. The local match is included in the FY 2018 Budget. Preventive maintenance, ADA Paratransit Service, and Baldwin County funds require a 20% local match of $204,545, which will be covered by Florida Toll Revenue Credits]

BACKGROUND:

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

The FTA publishes apportionments; Escambia County's partial apportionment (6/12th's) for Section 5307 for FY 2018 is $1,618,179. ECAT recommends that Escambia County apply for these apportionments by approving this application for the below Program of Projects.

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

Items	Project Cost
Preventive Maintenance	$627,033
ADA Paratransit Service	$161,817
Operating Assistance	$800,000
Total Budget	**$1,588,850**

BUDGETARY IMPACT:

Budgetary Impact - The Grant Application is for a total of $1,588,850. Operating Assistance of $800,000 requires a local 50% match of $800,000. Operating assistance will be reimbursed at 50% up to the allowed maximum of $800,000. The local match is included in the FY 2018 Budget.
Preventive maintenance, and ADA Paratransit Service funds requires a 20% local match of $204,545 which will be covered by Florida Toll Revenue Credits.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan - Mobility Element.

IMPLEMENTATION/COORDINATION:

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

Attachments

Application

DOT FTA

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

Application

Federal Award Identification Number (FAIN)	1092-2018-1
Temporary Application Number	1092-2018-1
Application Name	FFY18 Urbanized Area 5307
Application Status	In-Progress
Application Budget Number	0

Part 1: Recipient Information

Name: County Of Escambia

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

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

Union Information

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

Website

Part 2: Application Information

Title: FFY18 Urbanized Area 5307

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
1092-2018-1	In-Progress	Grant	1/22/2018	1/22/2018	No

Application Start Date
The start date will be set to the date of the award

Application End Date
9/29/2018

Application Executive Summary
The total request for FTA funds is $1,618,179. Grant activities are anticipated to begin on October 1, 2017 and conclude on September 30, 2018.
Indirect costs will NOT be applied to this application and its scope of work
Escambia County is the Designated Recipient for 5307 Funding for the UZA
This application does NOT include funds for research and/or development activities
A local match for Capital assistance will be matched at 20% with the use of Toll Credits in the amount of $204,545
A local match for Operating assistance will be matched at 50% with the use of Gas Tax Revenue in the amount of $800,000

Frequency of Milestone Progress Reports (MPR)
No Selection Made

Frequency of Federal Financial Reports (FFR)
No Selection Made

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?
No Selection Made

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

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

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

Application Point of Contact Information

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

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$1,588,850
Local			$800,000
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$197,212
Total Eligible Cost			**$2,388,850**

Application Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092-2018-1-P1	117-00 (117-)	OTHER CAPITAL ITEMS (BUS)	$788,850.00	$0.00	$788,850.00	2
1092-2018-1-P1	11.7A.00	PREVENTIVE MAINTENANCE	$627,033.00	$0.00	$627,033.00	1
1092-2018-1-P1	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	$161,817.00	$0.00	$161,817.00	1
1092-2018-1-P1	300-00 (300-)	OPERATING ASSISTANCE	$800,000.00	$800,000.00	$1,600,000.00	1

1092-2018-1-P1	30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	$800,000.00	$800,000.00	$1,600,000.00	1

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Part 3: Project Information

Project Title: FY18 Capital and Operating Assistance

Project Number	Temporary Project Number	Date Created	Start Date	End Date
1092-2018-1-P1	1092-2018-1-P1	3/19/2018	9/30/2017	9/29/2018

Project Description
Escambia County requests funds from FY18 Section 5307 funds in the amount of $1,618,179

Project Benefits
Benefits of this project funding will allow for Escambia County to continue providing Mass Transit service.

Additional Information
None provided.

Location Description
Escambia County is the direct recipient for 5307 funds in the Pensacola, FL-AL UZA

Project Location (Urbanized Areas)

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

Congressional District Information

State	District	Representative
Florida	1	Jeff Miller

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount

5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$1,588,850
Local			$800,000
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$197,212
Total Eligible Cost			**$2,388,850**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092-2018-1-P1	117-00 (117-)	OTHER CAPITAL ITEMS (BUS)	$788,850.00	$0.00	$788,850.00	2
1092-2018-1-P1	11.7A.00	PREVENTIVE MAINTENANCE	$627,033.00	$0.00	$627,033.00	1
1092-2018-1-P1	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	$161,817.00	$0.00	$161,817.00	1
1092-2018-1-P1	300-00 (300-)	OPERATING ASSISTANCE	$800,000.00	$800,000.00	$1,600,000.00	1
1092-2018-1-P1	30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	$800,000.00	$800,000.00	$1,600,000.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.7C.00 - NON FIXED ROUTE ADA PARATRANSIT SERVICE

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description
Escambia County would like to use these funds toward funding their Non Fixed Route ADA Service

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

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$161,817
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$40,454
Total Eligible Cost			**$161,817**

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2017	
End Date	9/30/2018	

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

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

Extended Budget Description
Escambia County requests these funds for Preventive Maintenance Costs (Labor and Parts) for maintaining fixed route fleet vehicles. Funding will be used to cover expenses incurred October 1, 2017 - September 30, 2018. No item will exceed $5,000.

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

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$627,033
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0

Transportation Development Credit	$156,758
Total Eligible Cost	**$627,033**

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2017	
End Date	9/30/2018	

Budget Activity Line Item: 30.09.03 - SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	OPERATING ASSISTANCE	1

Extended Budget Description
Escambia County would like to use these funds for Operating Expenses for the Period October 1, 2017 - September 30, 2018

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

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$800,000
Local			$800,000
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Total Eligible Cost			**$1,600,000**

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2017	
End Date	9/30/2018	

Project Environmental Findings

There are no environmental findings for this project.

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

There are no review comments to display at this time.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-24, October 1, 2017)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(24), October 1, 2017, http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM “FTA AWARD” OR “AWARD” IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, “AWARD” ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: County Of Escambia

Recipient ID: 1092

DUNS No: 075079673

Application Information

Federal Award Identification Number: 1092-2018-1

Application Name: FFY18 Urbanized Area 5307

Application Start Date: The start date will be set to the date of the award

Application End Date: 9/29/2018

Application Executive Summary: The total request for FTA funds is $1,618,179. Grant activities are anticipated to begin on October 1, 2017 and conclude on September 30, 2018.
Indirect costs will NOT be applied to this application and its scope of work
Escambia County is the Designated Recipient for 5307 Funding for the UZA
This application does NOT include funds for research and/or development activities
A local match for Capital assistance will be matched at 20% with the use of Toll Credits in the amount of $204,545
A local match for Operating assistance will be matched at 50% with the use of Gas Tax Revenue in the amount of $800,000

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Application Budget

Total Application Budget: $2,388,850.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $1,588,850.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $800,000.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $1,588,850.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $800,000.00

Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$1,588,850

Local			$800,000
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$197,212
Total Eligible Cost			**$2,388,850**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date:

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,

(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

County Of Escambia

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13859 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/05/2018
Issue: Write-Off of Accounts Receivable
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Write-Off of Accounts Receivable Recorded in the Emergency Medical Service Fund as Uncollectible Bad Debts - Michael D. Weaver, Public Safety Department Director

That the Board adopt the Resolution authorizing the write-off of $335,950.32, in Accounts Receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from Emergency Medical Services (EMS) Ambulance Billings for the first quarter of Calendar Year 2018 for 731 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and/or referral to the secondary collection agency.

BACKGROUND:

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from EMS Ambulance Billings for the 1st quarter of Calendar Year 2018 for 731 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and /or referral to the secondary collection agency. All accounts have been with the secondary collection agency for at least 120 days. All avenues for collection have been exhausted and we are confident these accounts are truly uncollectible, and any further action would be

unproductive.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
Assistant County Attorney Kristen Hual has reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Resolution
Attachment A

RESOLUTION R2018-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; PROVIDING THAT CERTAIN ACCOUNTS OWED TO THE EMERGENCY MEDICAL SERVICE FUND SHALL BE WRITTEN OFF AS UNCOLLECTIBLE BAD DEBTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, certain accounts totaling $335,950.32 are owed to the Emergency Medical Service Fund of Escambia County for services furnished as delineated in "Attachment A " and made part hereof by reference; and

WHEREAS, diligent efforts have been made to collect the amounts as shown on the attached list.

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

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

Section 2. That the accounts receivable shall be written off as uncollectible bad debts. The above designations have been made solely to enable the Clerk of the Circuit Court and Comptroller to carry out her duties in accordance with generally accepted accounting principles. Escambia County does not waive any rights it may have to collect any of the above-referenced accounts receivable, including, but not limited to, use of a collection agency under contract to Escambia County.

Section 3. That all past efforts to designate these delinquent accounts receivable as bad debts are hereby ratified and approved.

Section 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title:
Date: 3/14/18

Trip Date	Run #	Customer	Due
2016-09-21	Run 29,887		747.00
2017-03-01	Run 6,829		543.71
2017-03-01	Run 6,816		537.00
2017-03-01	Run 6,797		220.00
2017-03-01	Run 6,853		250.00
2017-03-01	Run 6,848		220.00
2017-03-01	Run 6,855		194.14
2017-03-01	Run 6,852		833.00
2017-03-01	Run 6,891		150.00
2017-03-01	Run 6,832		150.00
2017-03-01	Run 6,825		250.00
2017-03-01	Run 6,884		150.00
2017-03-01	Run 6,846		855.00
2017-03-01	Run 6,836		575.99
2017-03-01	Run 6,830		88.76
2017-03-01	Run 6,847		821.00
2017-03-01	Run 6,849		809.00
2017-03-01	Run 6,822		809.00
2017-03-02	Run 6,960		141.00
2017-03-02	Run 6,970		795.00
2017-03-02	Run 6,982		106.20
2017-03-02	Run 6,941		809.00
2017-03-02	Run 6,886		444.16
2017-03-02	Run 6,908		84.24
2017-03-02	Run 6,904		183.40
2017-03-02	Run 6,944		265.00
2017-03-02	Run 6,951		781.00
2017-03-02	Run 6,934		747.00
2017-03-02	Run 6,910		95.76
2017-03-02	Run 6,896		150.00
2017-03-02	Run 6,992		150.00
2017-03-02	Run 6,987		168.60
2017-03-02	Run 6,976		119.40
2017-03-02	Run 6,913		220.00
2017-03-03	Run 7,104		107.40
2017-03-03	Run 7,049		721.00
2017-03-03	Run 6,989		819.00
2017-03-03	Run 7,099		771.00
2017-03-03	Run 7,072		733.41
2017-03-03	Run 7,321		90.80
2017-03-03	Run 7,063		585.00
2017-03-03	Run 6,979		150.00
2017-03-03	Run 7,058		747.00
2017-03-03	Run 7,065		87.82
2017-03-03	Run 7,009		150.00
2017-03-03	Run 7,012		733.00

Attachment A

2017-03-03	Run 7,079		97.65
2017-03-03	Run 7,060		781.00
2017-03-04	Run 7,203		150.00
2017-03-04	Run 7,159		100.00
2017-03-04	Run 7,177		464.07
2017-03-04	Run 7,125		250.00
2017-03-04	Run 7,282		819.00
2017-03-04	Run 7,141		350.00
2017-03-04	Run 7,213		150.00
2017-03-04	Run 7,315		819.00
2017-03-04	Run 7,281		84.24
2017-03-04	Run 7,183		843.00
2017-03-04	Run 7,211		150.00
2017-03-04	Run 7,176		205.00
2017-03-04	Run 7,280		88.76
2017-03-04	Run 7,564		114.60
2017-03-04	Run 7,170		150.00
2017-03-04	Run 7,143		220.00
2017-03-04	Run 7,167		111.00
2017-03-04	Run 7,082		150.00
2017-03-04	Run 7,168		83.59
2017-03-05	Run 7,206		585.00
2017-03-05	Run 7,227		150.00
2017-03-05	Run 7,305		561.00
2017-03-05	Run 7,196		88.90
2017-03-05	Run 7,278		205.00
2017-03-05	Run 7,181		97.07
2017-03-05	Run 7,268		94.88
2017-03-05	Run 7,269		20.00
2017-03-05	Run 7,271		220.00
2017-03-05	Run 7,261		220.00
2017-03-05	Run 7,302		807.00
2017-03-05	Run 7,289		265.00
2017-03-05	Run 7,239		795.00
2017-03-06	Run 7,380		110.00
2017-03-06	Run 7,393		797.00
2017-03-06	Run 7,414		867.00
2017-03-06	Run 7,410		250.00
2017-03-06	Run 7,392		566.89
2017-03-06	Run 8,561		783.00
2017-03-06	Run 7,406		961.00
2017-03-06	Run 7,310		130.00
2017-03-06	Run 7,391		150.00
2017-03-06	Run 7,372		645.00
2017-03-06	Run 7,424		141.00
2017-03-06	Run 7,360		925.00
2017-03-06	Run 7,452		150.00

2017-03-06	Run 7,390		819.00
2017-03-06	Run 7,427		831.00
2017-03-06	Run 7,442		250.00
2017-03-06	Run 7,395		747.00
2017-03-06	Run 7,411		87.74
2017-03-06	Run 8,560		220.00
2017-03-06	Run 8,554		669.00
2017-03-06	Run 13,522		795.00
2017-03-06	Run 7,423		67.00
2017-03-06	Run 7,417		865.00
2017-03-07	Run 7,472		150.98
2017-03-07	Run 7,550		150.00
2017-03-07	Run 7,535		250.00
2017-03-07	Run 7,512		549.00
2017-03-07	Run 7,556		76.74
2017-03-07	Run 7,445		879.00
2017-03-07	Run 7,522		833.00
2017-03-07	Run 7,536		549.00
2017-03-07	Run 7,439		1,001.00
2017-03-07	Run 7,488		150.00
2017-03-07	Run 7,500		150.00
2017-03-07	Run 7,521		609.00
2017-03-07	Run 7,557		819.00
2017-03-07	Run 7,463		118.96
2017-03-07	Run 7,494		220.00
2017-03-07	Run 7,555		225.00
2017-03-07	Run 7,539		349.57
2017-03-08	Run 7,572		573.00
2017-03-08	Run 7,605		94.01
2017-03-08	Run 7,672		745.00
2017-03-08	Run 7,742		633.00
2017-03-08	Run 7,614		86.72
2017-03-08	Run 7,580		48.00
2017-03-08	Run 7,585		468.56
2017-03-08	Run 7,601		20.00
2017-03-08	Run 7,571		305.15
2017-03-08	Run 7,629		185.40
2017-03-08	Run 7,589		985.00
2017-03-08	Run 7,649		855.00
2017-03-08	Run 7,602		89.20
2017-03-09	Run 7,661		889.00
2017-03-09	Run 7,731		843.00
2017-03-09	Run 7,646		881.00
2017-03-09	Run 7,736		90.95
2017-03-09	Run 7,693		930.00
2017-03-09	Run 7,784		126.55
2017-03-09	Run 7,771		150.00

2017-03-09	Run 7,773		855.00
2017-03-09	Run 7,730		819.00
2017-03-09	Run 7,695		723.00
2017-03-09	Run 7,765		783.00
2017-03-09	Run 7,805		985.00
2017-03-09	Run 7,735		150.00
2017-03-09	Run 7,685		495.88
2017-03-09	Run 7,782		862.00
2017-03-09	Run 7,645		867.00
2017-03-09	Run 7,706		88.76
2017-03-09	Run 7,674		1,371.00
2017-03-09	Run 7,644		809.00
2017-03-09	Run 7,666		833.00
2017-03-10	Run 8,164		237.40
2017-03-10	Run 7,778		386.31
2017-03-10	Run 7,860		73.09
2017-03-10	Run 7,905		151.80
2017-03-10	Run 7,823		150.00
2017-03-10	Run 7,880		573.00
2017-03-10	Run 8,790		81.98
2017-03-10	Run 7,806		225.00
2017-03-10	Run 7,793		85.84
2017-03-10	Run 7,757		705.00
2017-03-10	Run 7,797		633.00
2017-03-10	Run 7,841		733.00
2017-03-10	Run 7,879		150.00
2017-03-10	Run 7,903		150.00
2017-03-10	Run 7,839		126.60
2017-03-10	Run 7,840		549.00
2017-03-10	Run 7,843		250.00
2017-03-10	Run 7,815		783.00
2017-03-10	Run 7,858		150.00
2017-03-10	Run 7,833		225.00
2017-03-10	Run 7,849		89.20
2017-03-11	Run 8,392		250.00
2017-03-11	Run 7,932		573.00
2017-03-11	Run 7,988		250.00
2017-03-11	Run 7,978		537.86
2017-03-11	Run 7,945		150.00
2017-03-11	Run 7,968		150.00
2017-03-11	Run 7,921		92.70
2017-03-11	Run 7,976		93.42
2017-03-11	Run 7,979		75.57
2017-03-11	Run 7,918		130.63
2017-03-11	Run 7,982		220.00
2017-03-11	Run 7,983		903.00
2017-03-11	Run 7,950		150.00

2017-03-11	Run 7,930		709.00
2017-03-11	Run 7,956		200.00
2017-03-11	Run 7,920		56.02
2017-03-11	Run 7,924		769.00
2017-03-11	Run 7,909		845.00
2017-03-11	Run 7,963		209.10
2017-03-11	Run 7,889		205.00
2017-03-12	Run 8,025		97.80
2017-03-12	Run 8,061		905.00
2017-03-12	Run 8,021		92.26
2017-03-12	Run 7,994		150.00
2017-03-12	Run 8,064		869.00
2017-03-12	Run 8,026		831.00
2017-03-12	Run 12,798		537.00
2017-03-12	Run 12,067		621.00
2017-03-12	Run 8,004		795.00
2017-03-12	Run 8,048		225.00
2017-03-12	Run 8,017		89.20
2017-03-12	Run 8,056		150.00
2017-03-12	Run 8,069		628.38
2017-03-12	Run 8,029		405.26
2017-03-12	Run 12,796		857.00
2017-03-12	Run 8,051		71.05
2017-03-13	Run 8,112		783.00
2017-03-13	Run 8,177		795.00
2017-03-13	Run 8,130		112.20
2017-03-13	Run 8,054		843.00
2017-03-13	Run 8,128		205.00
2017-03-13	Run 8,193		709.00
2017-03-13	Run 8,152		350.44
2017-03-13	Run 8,071		150.00
2017-03-13	Run 8,186		657.00
2017-03-13	Run 8,175		771.00
2017-03-13	Run 8,176		424.11
2017-03-13	Run 8,115		843.00
2017-03-13	Run 8,060		771.00
2017-03-13	Run 8,088		793.00
2017-03-13	Run 8,103		150.00
2017-03-13	Run 8,123		903.00
2017-03-13	Run 8,108		881.00
2017-03-13	Run 8,167		265.00
2017-03-13	Run 8,161		759.00
2017-03-13	Run 8,063		94.23
2017-03-13	Run 8,173		759.00
2017-03-13	Run 8,137		72.94
2017-03-14	Run 8,271		150.00
2017-03-14	Run 8,232		150.00

2017-03-14	Run 8,289		881.00
2017-03-14	Run 8,295		149.40
2017-03-14	Run 8,187		94.74
2017-03-14	Run 8,266		879.00
2017-03-14	Run 8,190		809.00
2017-03-14	Run 8,241		240.00
2017-03-14	Run 8,315		205.00
2017-03-14	Run 8,358		759.00
2017-03-14	Run 8,274		757.00
2017-03-14	Run 8,261		771.00
2017-03-14	Run 8,320		237.64
2017-03-14	Run 8,468		265.00
2017-03-14	Run 8,279		795.00
2017-03-15	Run 8,369		783.00
2017-03-15	Run 8,343		150.00
2017-03-15	Run 8,311		20.00
2017-03-15	Run 8,372		759.00
2017-03-15	Run 8,338		855.00
2017-03-15	Run 8,368		537.00
2017-03-15	Run 8,378		783.00
2017-03-15	Run 8,402		697.00
2017-03-15	Run 8,346		119.23
2017-03-15	Run 8,373		19.03
2017-03-15	Run 8,362		807.00
2017-03-15	Run 8,556		905.00
2017-03-16	Run 8,395		771.00
2017-03-16	Run 8,414		793.00
2017-03-16	Run 8,425		747.00
2017-03-16	Run 8,530		463.41
2017-03-16	Run 8,867		150.00
2017-03-16	Run 8,431		771.00
2017-03-16	Run 8,399		573.00
2017-03-16	Run 8,504		537.00
2017-03-16	Run 8,518		573.00
2017-03-16	Run 8,421		819.00
2017-03-16	Run 8,503		250.00
2017-03-16	Run 8,475		797.00
2017-03-16	Run 8,473		759.00
2017-03-16	Run 8,519		225.00
2017-03-17	Run 8,553		265.00
2017-03-17	Run 8,601		265.00
2017-03-17	Run 8,566		150.00
2017-03-17	Run 8,562		150.00
2017-03-17	Run 8,589		609.00
2017-03-17	Run 8,618		697.00
2017-03-17	Run 8,571		100.00
2017-03-17	Run 8,570		573.00

2017-03-18	Run 8,630		771.00
2017-03-18	Run 8,624		109.00
2017-03-18	Run 8,666		757.00
2017-03-18	Run 8,734		903.00
2017-03-18	Run 8,737		150.00
2017-03-18	Run 8,731		150.00
2017-03-18	Run 8,708		831.00
2017-03-18	Run 8,679		709.00
2017-03-18	Run 8,763		220.00
2017-03-18	Run 8,631		733.00
2017-03-18	Run 8,738		585.00
2017-03-18	Run 8,662		821.00
2017-03-18	Run 8,745		250.00
2017-03-18	Run 8,695		91.97
2017-03-19	Run 8,865		855.00
2017-03-19	Run 8,769		265.00
2017-03-19	Run 8,787		821.00
2017-03-19	Run 8,897		633.00
2017-03-19	Run 8,770		549.00
2017-03-19	Run 8,845		250.00
2017-03-19	Run 8,791		573.00
2017-03-19	Run 8,735		440.85
2017-03-19	Run 8,844		721.00
2017-03-19	Run 8,809		150.00
2017-03-19	Run 8,895		150.00
2017-03-19	Run 8,823		575.99
2017-03-19	Run 8,760		819.00
2017-03-19	Run 8,883		250.00
2017-03-19	Run 8,824		95.17
2017-03-19	Run 8,803		58.21
2017-03-19	Run 8,751		829.00
2017-03-19	Run 8,784		537.00
2017-03-20	Run 9,007		783.00
2017-03-20	Run 8,946		783.00
2017-03-20	Run 8,983		109.59
2017-03-20	Run 8,894		893.00
2017-03-20	Run 8,920		609.00
2017-03-20	Run 8,840		150.00
2017-03-20	Run 8,963		819.00
2017-03-20	Run 8,929		684.00
2017-03-20	Run 8,959		93.57
2017-03-20	Run 8,945		89.49
2017-03-20	Run 8,977		205.00
2017-03-20	Run 8,914		220.00
2017-03-20	Run 8,915		939.00
2017-03-21	Run 9,030		90.51
2017-03-21	Run 9,085		759.00

2017-03-21	Run 9,051		869.00
2017-03-21	Run 9,077		161.88
2017-03-21	Run 9,033		127.45
2017-03-21	Run 9,037		597.00
2017-03-21	Run 12,802		573.00
2017-03-21	Run 9,110		150.00
2017-03-21	Run 9,016		549.00
2017-03-21	Run 9,087		537.00
2017-03-21	Run 9,044		250.00
2017-03-21	Run 9,081		104.21
2017-03-21	Run 9,014		98.83
2017-03-22	Run 9,154		150.00
2017-03-22	Run 9,195		150.00
2017-03-22	Run 9,182		109.00
2017-03-22	Run 9,098		609.00
2017-03-22	Run 9,146		537.00
2017-03-22	Run 9,184		100.00
2017-03-22	Run 9,198		150.00
2017-03-22	Run 9,218		987.00
2017-03-22	Run 9,162		95.61
2017-03-22	Run 9,196		621.00
2017-03-22	Run 9,164		673.00
2017-03-22	Run 9,160		150.00
2017-03-22	Run 9,188		109.00
2017-03-22	Run 9,222		150.00
2017-03-22	Run 9,144		250.00
2017-03-22	Run 9,152		709.00
2017-03-23	Run 9,241		150.00
2017-03-23	Run 9,263		250.00
2017-03-23	Run 9,246		391.02
2017-03-23	Run 9,271		106.20
2017-03-23	Run 9,344		633.00
2017-03-23	Run 9,300		220.00
2017-03-23	Run 9,351		225.00
2017-03-23	Run 9,256		159.00
2017-03-23	Run 9,295		220.00
2017-03-23	Run 9,264		999.00
2017-03-23	Run 9,364		250.00
2017-03-23	Run 9,326		88.18
2017-03-23	Run 9,333		747.00
2017-03-24	Run 9,389		745.00
2017-03-24	Run 9,983		113.40
2017-03-24	Run 9,988		113.40
2017-03-24	Run 9,371		903.00
2017-03-24	Run 11,335		549.00
2017-03-24	Run 9,393		757.00
2017-03-24	Run 9,372		95.32

2017-03-24	Run 9,340		92.55
2017-03-25	Run 9,899		797.00
2017-03-25	Run 12,770		77.03
2017-03-25	Run 10,511		93.57
2017-03-25	Run 10,427		220.00
2017-03-25	Run 11,337		733.00
2017-03-25	Run 11,469		797.00
2017-03-26	Run 9,784		133.80
2017-03-26	Run 11,401		561.00
2017-03-26	Run 9,782		771.00
2017-03-26	Run 10,481		585.00
2017-03-26	Run 9,672		150.00
2017-03-27	Run 9,752		82.86
2017-03-27	Run 11,536		797.00
2017-03-27	Run 11,458		721.00
2017-03-27	Run 11,223		879.00
2017-03-27	Run 9,456		276.89
2017-03-27	Run 12,674		573.00
2017-03-27	Run 11,417		1,061.00
2017-03-27	Run 14,997		819.00
2017-03-27	Run 10,873		549.00
2017-03-27	Run 9,428		1,095.00
2017-03-28	Run 9,646		843.00
2017-03-28	Run 9,747		549.00
2017-03-28	Run 10,096		585.00
2017-03-28	Run 10,060		265.00
2017-03-28	Run 9,828		857.00
2017-03-28	Run 11,351		819.00
2017-03-28	Run 10,227		721.00
2017-03-28	Run 11,450		807.00
2017-03-29	Run 11,785		759.00
2017-03-29	Run 10,643		635.00
2017-03-29	Run 9,683		781.00
2017-03-29	Run 11,355		819.00
2017-03-29	Run 12,773		721.00
2017-03-30	Run 10,392		250.00
2017-03-30	Run 9,446		915.00
2017-03-30	Run 10,741		150.00
2017-03-30	Run 10,720		759.00
2017-03-30	Run 11,206		633.00
2017-03-30	Run 10,577		917.00
2017-03-31	Run 10,853		891.00
2017-03-31	Run 10,886		905.00
2017-03-31	Run 10,578		585.00
2017-03-31	Run 9,847		747.00
2017-03-31	Run 10,100		927.00
2017-03-31	Run 10,126		711.00

2017-03-31	Run 9,507		879.00
2017-03-31	Run 10,087		561.00
2017-03-31	Run 10,889		537.00
2017-04-01	Run 10,058		821.00
2017-04-01	Run 9,535		75.00
2017-04-01	Run 9,553		220.00
2017-04-01	Run 11,772		795.00
2017-04-01	Run 9,536		88.47
2017-04-01	Run 9,511		92.84
2017-04-02	Run 9,615		150.00
2017-04-02	Run 10,975		805.00
2017-04-02	Run 9,603		150.00
2017-04-02	Run 9,630		517.32
2017-04-02	Run 9,648		91.53
2017-04-02	Run 9,614		783.00
2017-04-03	Run 9,798		185.79
2017-04-03	Run 9,832		150.00
2017-04-03	Run 9,814		150.00
2017-04-03	Run 9,718		807.00
2017-04-04	Run 10,027		225.00
2017-04-04	Run 10,037		881.00
2017-04-04	Run 9,897		357.52
2017-04-04	Run 9,886		84.38
2017-04-04	Run 9,874		250.00
2017-04-04	Run 9,809		150.00
2017-04-04	Run 9,796		95.90
2017-04-04	Run 10,033		869.00
2017-04-04	Run 9,881		91.09
2017-04-04	Run 9,766		150.00
2017-04-04	Run 9,793		89.34
2017-04-04	Run 10,031		881.00
2017-04-04	Run 9,964		869.00
2017-04-04	Run 9,955		20.00
2017-04-05	Run 10,042		250.00
2017-04-05	Run 10,173		881.00
2017-04-05	Run 10,022		645.00
2017-04-05	Run 10,177		220.00
2017-04-05	Run 10,214		807.00
2017-04-05	Run 10,040		166.60
2017-04-06	Run 10,366		265.00
2017-04-06	Run 10,351		220.00
2017-04-06	Run 10,270		250.00
2017-04-06	Run 10,343		220.00
2017-04-06	Run 10,302		150.00
2017-04-06	Run 10,273		150.00
2017-04-06	Run 10,222		783.00
2017-04-06	Run 10,240		215.79

2017-04-06	Run 10,468		150.00
2017-04-06	Run 10,253		89.05
2017-04-06	Run 10,333		715.65
2017-04-06	Run 10,217		150.00
2017-04-06	Run 10,297		150.00
2017-04-06	Run 10,292		150.00
2017-04-06	Run 10,312		150.00
2017-04-06	Run 10,252		709.00
2017-04-06	Run 10,379		95.17
2017-04-06	Run 10,314		150.00
2017-04-06	Run 10,250		119.40
2017-04-06	Run 10,196		87.45
2017-04-07	Run 10,536		85.55
2017-04-07	Run 10,457		795.00
2017-04-07	Run 10,370		250.00
2017-04-07	Run 10,610		93.57
2017-04-07	Run 10,619		89.20
2017-04-07	Run 10,483		104.51
2017-04-08	Run 10,684		150.00
2017-04-08	Run 10,672		150.00
2017-04-08	Run 10,674		150.00
2017-04-08	Run 10,723		150.00
2017-04-08	Run 10,673		150.00
2017-04-08	Run 10,662		265.00
2017-04-09	Run 10,780		821.00
2017-04-09	Run 10,818		150.00
2017-04-09	Run 10,831		91.67
2017-04-09	Run 10,761		90.51
2017-04-09	Run 10,837		567.32
2017-04-10	Run 10,930		250.00
2017-04-10	Run 10,960		154.20
2017-04-10	Run 10,956		90.22
2017-04-10	Run 10,928		747.00
2017-04-11	Run 11,066		757.00
2017-04-11	Run 11,067		384.92
2017-04-11	Run 11,021		20.00
2017-04-11	Run 11,082		795.00
2017-04-11	Run 11,091		150.00
2017-04-11	Run 11,081		759.00
2017-04-11	Run 11,073		80.38
2017-04-11	Run 11,005		697.00
2017-04-11	Run 11,095		862.00
2017-04-12	Run 11,242		265.00
2017-04-12	Run 11,150		573.00
2017-04-12	Run 11,137		250.00
2017-04-12	Run 11,148		862.00
2017-04-12	Run 11,145		537.00

2017-04-12	Run 11,122		150.00
2017-04-12	Run 11,170		93.13
2017-04-12	Run 11,101		16.98
2017-04-12	Run 11,114		783.00
2017-04-12	Run 11,191		250.00
2017-04-12	Run 11,167		867.00
2017-04-12	Run 11,157		809.00
2017-04-12	Run 11,096		861.00
2017-04-13	Run 11,312		265.00
2017-04-13	Run 11,291		461.05
2017-04-13	Run 11,269		150.00
2017-04-13	Run 11,275		85.11
2017-04-13	Run 11,258		845.00
2017-04-13	Run 11,383		697.00
2017-04-13	Run 11,381		759.00
2017-04-13	Run 11,266		150.00
2017-04-13	Run 11,250		100.00
2017-04-13	Run 11,310		90.22
2017-04-13	Run 11,382		855.00
2017-04-13	Run 11,317		108.59
2017-04-13	Run 11,245		795.00
2017-04-13	Run 11,424		150.00
2017-04-14	Run 11,423		150.00
2017-04-14	Run 11,431		709.00
2017-04-14	Run 11,541		150.00
2017-04-14	Run 11,378		250.00
2017-04-15	Run 11,651		845.00
2017-04-15	Run 11,632		103.92
2017-04-15	Run 11,661		150.00
2017-04-15	Run 11,650		809.00
2017-04-15	Run 11,644		91.24
2017-04-15	Run 11,581		759.00
2017-04-15	Run 11,662		265.00
2017-04-15	Run 11,696		759.00
2017-04-15	Run 11,653		845.00
2017-04-15	Run 11,652		517.58
2017-04-15	Run 11,637		554.67
2017-04-16	Run 11,796		961.00
2017-04-16	Run 11,698		250.00
2017-04-16	Run 11,758		265.00
2017-04-16	Run 11,708		150.00
2017-04-16	Run 11,809		549.00
2017-04-16	Run 11,765		783.00
2017-04-16	Run 11,794		88.03
2017-04-16	Run 11,739		150.00
2017-04-16	Run 11,702		150.00
2017-04-16	Run 11,700		697.00

2017-04-16	Run 11,757		230.10
2017-04-17	Run 11,851		84.24
2017-04-17	Run 11,891		797.00
2017-04-17	Run 11,921		315.49
2017-04-17	Run 11,773		709.00
2017-04-17	Run 11,872		150.00
2017-04-17	Run 11,895		97.07
2017-04-17	Run 11,938		101.44
2017-04-17	Run 11,936		150.00
2017-04-18	Run 11,982		771.00
2017-04-18	Run 12,141		391.02
2017-04-18	Run 11,980		225.00
2017-04-18	Run 11,943		101.30
2017-04-18	Run 11,972		941.00
2017-04-18	Run 11,966		86.43
2017-04-18	Run 11,946		609.00
2017-04-18	Run 12,001		645.00
2017-04-18	Run 12,025		879.00
2017-04-18	Run 12,145		881.00
2017-04-19	Run 12,064		150.00
2017-04-19	Run 12,072		75.00
2017-04-19	Run 12,186		809.00
2017-04-19	Run 12,152		759.00
2017-04-20	Run 12,218		150.00
2017-04-20	Run 12,308		88.76
2017-04-20	Run 12,346		150.00
2017-04-20	Run 12,235		109.90
2017-04-20	Run 12,340		97.36
2017-04-20	Run 12,254		709.00
2017-04-21	Run 12,406		102.32
2017-04-21	Run 12,518		474.11
2017-04-21	Run 12,415		101.01
2017-04-21	Run 12,467		150.00
2017-04-21	Run 12,516		150.00
2017-04-21	Run 12,388		20.00
2017-04-21	Run 12,392		929.00
2017-04-22	Run 12,501		881.00
2017-04-22	Run 12,514		831.00
2017-04-22	Run 12,459		250.00
2017-04-22	Run 12,522		89.34
2017-04-23	Run 12,644		150.00
2017-04-23	Run 12,606		431.16
2017-04-23	Run 12,597		819.00
2017-04-23	Run 12,621		1,001.00
2017-04-23	Run 12,611		150.00
2017-04-23	Run 12,564		795.00
2017-04-24	Run 12,745		150.00

2017-04-24	Run 12,718		150.00
2017-04-24	Run 12,733		771.00
2017-04-24	Run 12,825		783.00
2017-04-24	Run 12,844		709.00
2017-04-24	Run 12,731		104.80
2017-04-24	Run 12,652		150.00
2017-04-24	Run 12,697		585.00
2017-04-25	Run 12,899		409.86
2017-04-25	Run 12,912		150.00
2017-04-25	Run 12,928		144.15
2017-04-25	Run 12,921		845.00
2017-04-25	Run 12,924		721.00
2017-04-25	Run 12,756		833.00
2017-04-25	Run 12,846		89.20
2017-04-26	Run 13,047		881.00
2017-04-26	Run 12,934		857.00
2017-04-27	Run 13,121		150.00
2017-04-27	Run 13,164		173.40
2017-04-27	Run 13,063		549.00
2017-04-27	Run 13,096		91.38
2017-04-27	Run 13,092		225.00
2017-04-27	Run 13,098		893.00
2017-04-28	Run 13,201		636.31
2017-04-28	Run 13,229		250.00
2017-04-28	Run 13,254		150.00
2017-04-29	Run 13,475		150.00
2017-04-29	Run 13,345		150.00
2017-04-29	Run 13,293		160.00
2017-04-29	Run 13,283		150.00
2017-04-29	Run 13,338		250.00
2017-04-29	Run 13,323		686.31
2017-04-29	Run 13,295		250.00
2017-04-29	Run 13,285		150.00
2017-04-29	Run 13,281		633.00
2017-04-29	Run 13,497		769.00
2017-04-30	Run 13,375		150.00
2017-04-30	Run 13,398		250.00
2017-04-30	Run 13,441		150.00
2017-05-01	Run 13,511		783.00
2017-05-01	Run 13,728		150.00
2017-05-01	Run 13,535		807.00
2017-05-01	Run 13,576		795.00
2017-05-01	Run 13,521		150.00
2017-05-02	Run 13,600		757.00
2017-05-02	Run 13,692		150.00
2017-05-02	Run 13,706		905.00
2017-05-02	Run 13,718		693.00

2017-05-03	Run 13,889		973.00
2017-05-03	Run 13,826		150.00
2017-05-03	Run 13,789		549.00
2017-05-03	Run 13,815		795.00
2017-05-03	Run 13,845		709.00
2017-05-03	Run 13,842		797.00
2017-05-04	Run 13,872		771.00
2017-05-04	Run 13,937		150.00
2017-05-04	Run 13,862		150.00
2017-05-04	Run 13,934		150.00
2017-05-04	Run 13,928		150.00
2017-05-04	Run 13,894		783.00
2017-05-04	Run 13,884		845.00
2017-05-05	Run 14,040		759.00
2017-05-06	Run 14,139		621.00
2017-05-07	Run 14,253		633.00
2017-05-07	Run 14,169		917.00
2017-05-07	Run 14,220		150.00
2017-05-07	Run 14,188		150.00
2017-05-07	Run 14,176		795.00
2017-05-09	Run 14,430		717.00
2017-05-09	Run 14,473		150.00
2017-05-09	Run 14,389		783.00
2017-05-09	Run 14,455		781.00
2017-05-10	Run 14,592		807.00
2017-05-10	Run 14,533		150.00
2017-05-10	Run 14,461		833.00
2017-05-10	Run 14,517		783.00
2017-05-11	Run 14,647		561.00
2017-05-11	Run 14,605		709.00
2017-05-11	Run 14,658		915.00
2017-05-13	Run 14,846		573.00
2017-05-14	Run 14,883		819.00
2017-05-14	Run 14,982		807.00
2017-05-14	Run 14,874		807.00
2017-05-14	Run 14,899		759.00
2017-05-14	Run 14,929		797.00
2017-05-14	Run 14,965		951.00
2017-05-16	Run 15,238		757.00
2017-05-18	Run 15,424		845.00
2017-05-18	Run 15,437		905.00
2017-05-21	Run 15,769		150.00
2017-05-21	Run 15,759		747.00
2017-05-24	Run 16,099		543.00
2017-05-27	Run 16,379		537.00
2017-05-27	Run 16,740		549.00
2017-05-27	Run 16,434		809.00

2017-05-28	Run 16,537		549.00
2017-05-31	Run 16,820		709.00
2017-05-31	Run 16,869		855.00
2017-06-04	Run 17,284		573.00
2017-06-05	Run 20,674		843.00
2017-06-06	Run 17,423		771.00
2017-06-07	Run 18,077		537.00
2017-06-09	Run 17,846		843.00
2017-06-10	Run 17,947		771.00
2017-06-10	Run 18,539		537.00
2017-06-11	Run 18,044		721.00
2017-06-11	Run 18,045		951.00
2017-06-11	Run 17,994		831.00
2017-06-12	Run 18,222		621.00
2017-06-13	Run 18,279		573.00
2017-06-14	Run 18,374		709.00
2017-06-14	Run 18,385		985.00
2017-06-15	Run 18,445		759.00
2017-06-15	Run 18,471		585.00
2017-06-16	Run 18,582		729.00
2017-06-16	Run 18,604		759.00
2017-06-16	Run 18,529		829.00
2017-06-17	Run 18,671		855.00
2017-06-24	Run 19,642		745.00
2017-06-25	Run 19,578		807.00
2017-06-30	Run 20,085		807.00
2017-07-11	Run 21,419		809.00
# Transports = 731		**Total Requested Write-Off =**	**335,950.32**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13850 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/05/2018
Issue: Beulah Academy of Science - School Entrance Beacon
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Funding for Beulah Academy of Science School Entrance Warning Assembly - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the funding for Beulah Academy of Science School Entrance Warning Assembly:

A. Approve funding $21,000 for the Beulah Academy of Science School Entrance Warning Assembly, from Commissioner Jeff Bergosh's discretionary money, in Fund 353, LOST IV, Cost Center 110102, Object Code 56301, Project #18DS0331; and

B. Approve issuance of a Purchase Order to Ingram Signalization, Inc., on Contract PD 16-17.083, "Signal Response Maintenance."

[Funding: Fund 353, LOST IV, Board of County Commissioners' Discretionary Money, Cost Center 110102, Object Code 56301, Project #18DS0331]

BACKGROUND:

Multiple requests have been submitted over the years to install a formal School Zone application in front of the Beulah Academy of Science. Traffic and Transportation staff have performed various studies to attempt a warrant for this installation.

Staff found that the Manual on Uniform Traffic Control Devices (MUTCD) Section 7B.08 notes “The School Advance Warning assembly should be installed in advance of locations where school buildings or grounds are adjacent to the highway, except where a physical barrier such as fencing separates school

children from the highway."

School zones are warranted if:

- Roadway has a marked pedestrian crossing leading to school grounds or
- The school facilities and/or activities are located immediately adjacent to roadway without barrier / containment.

In the case of Beulah Academy of Science:

- There is no related pedestrian crossing and
- The school facility is located 200' from Beulah Road and all school activities are located behind a fenced perimeter.

Therefore, no School Zone is warranted and the existing signage is all that is warranted.

However the "School Entrance" warning sign is allowable per Florida Department of Transportation's Design Standards Index #17344 'School Signs & Markings' 'Traffic Control Devices at School Entrances with Low Volumes of Walking Students'. These signs are currently in place.

Commissioner Bergosh would like to have enhanced School Entrance sign and beacon assemblies with radar speed signs installed at this location (see attached presentation).

BUDGETARY IMPACT:

Funds are available in Fund 353, LOST IV, Board of County Commissioners Discretionary Money, Cost Center 110102, Object Code 56301, Project #18DS0331,

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, a purchase order requisition will be submitted by the Public Works Department to the Office of Purchasing.

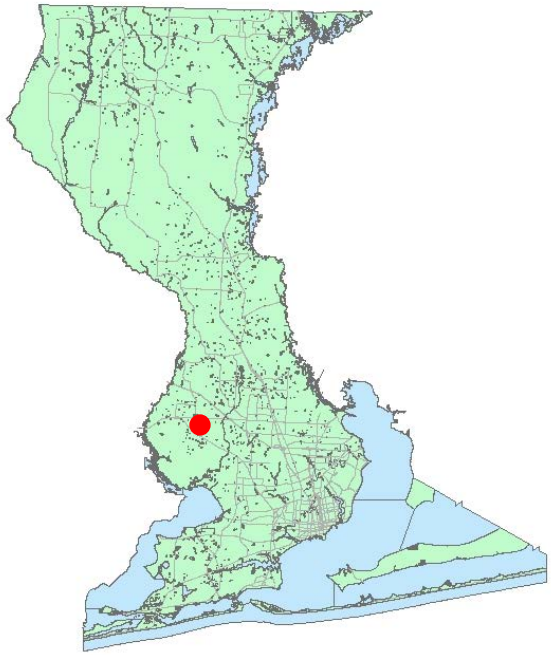
Attachments

Assembly Presentation

2018

BEULAH ROAD

BEULAH ACADEMY OF SCIENCE
PROPOSED WARNING SIGNAGE



ESCAMBIA COUNTY

OFFICE OF TRANSPORTATION & TRAFFIC OPERATIONS

BEULAH ACADEMY OF SCIENCE

PROPOSED HIGH EMPHASIS SCHOOL ENTRANCE WARNING ASSEMBLY

SOLAR POWERED SCHOOL FLASHING RADAR SPEED BEACON

SIGNAL HEAD DETAIL

1-SECTION
1-WAY
(1 ASSEMBLY REQUIRED)
12 Volt LED

SIGN DETAIL

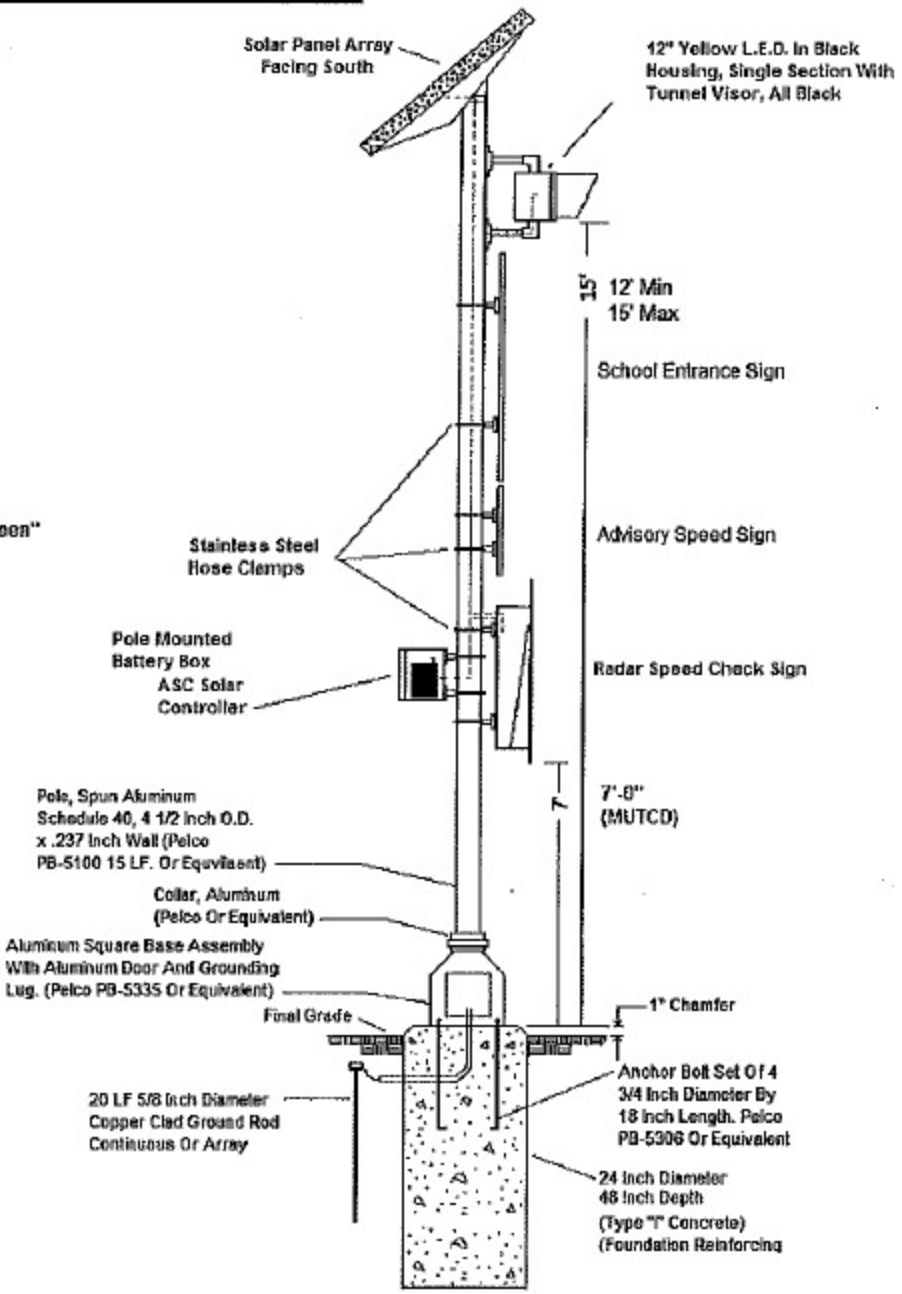
FTP-33-06
30"x30"

All Signs To Be
"Fluorescent Yellow/Green"

W13-1
24"x24"

SPEED CHECK
INFORMATION DISPLAY COMPANY

School Time Clock Scheduler And
Output For Flashing Beacon



Installation Cost – Two (2) School Entrance Radar Flashing Beacon - $21,000.00
Beulah Academy Of Science

700-11-ABC - ELECTRONIC DISPLAY SIGN - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)						
700-11-261	ELECTONIC DISPLAY SIGN, GRD/MT. SOLAR POWERED, W/S.F.B.& BEACONS, FURNISH & INSTALL	AS		$ 10,500.00	

PROPOSED LOCATIONS FOR HIGH EMPHASIS SCHOOL ENTRANCE WARNING ASSEMBLIES

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13863 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/05/2018
Issue: Traffic Restrictions - Pensacola Beach Elementary School - School Zone Speed Limit
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Traffic Restrictions - Pensacola Beach Elementary School - School Zone Speed Limit - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning Traffic Restrictions - Pensacola Beach Elementary School - School Zone Speed Limit:

A. Adopt a Resolution approving a revised schedule for reduced school zone speed limit enforcement for Pensacola Beach Elementary School; and

B. Authorize the Chairman to sign the Resolution.

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 211201, Account Code 53401 and Fund 353, LOST IV, Cost Center 210106, Project 18EN0224 for sign installations]

BACKGROUND:

The Board is authorized under Sections 316.1895 of the Florida Statutes (2004) to establish reduced school zone speed limits in conformity with the uniform system adopted by the Florida Department of Transportation.

In February 2018, school zone enhancements (additional road striping, crosswalk upgrade and traffic control signs) were implemented for Pensacola Beach Elementary School as recommended by a recent Transportation and Traffic Operations staff evaluation.

As part of these enhancements, the scheduled times during which the reduced

school zone speed limit is enforced were revised to better accommodate student arrivals and departures and to alleviate congestion on Via De Luna without compromising pedestrian safety.

Previously, the reduced school zone speed limit was in effect between the hours of 7:15-8:15 a.m. and 1:55-2:55 p.m. Under the revised schedule, the reduced school zone speed limit will be enforced between the hours of 7:25-8:10 a.m. and 2:10-2:40 p.m. The revised schedule for reduced school zone speed limit enforcement was requested by the principal of Pensacola Beach Elementary School, is supported by the Escambia County School District, and was approved by the Assistant County Engineer and Deputy Director of Public Works.

BUDGETARY IMPACT:

Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201, Account Code 53401, and Fund 353, LOST IV, Cost Center 210106, Project 18EN0224 for sign installations.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, a copy of the Resolution will be forwarded to the Sheriff's Department, Escambia County School District, and Pensacola Beach Elementary School.

Attachments

Resolution

Map

RESOLUTION NUMBER R2018-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING A REVISED SCHEDULE FOR REDUCED SCHOOL ZONE SPEED LIMIT ENFORCEMENT FOR PENSACOLA BEACH ELEMENTARY SCHOOL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to §316.1895, Florida Statutes, the County is authorized to establish reduced school zone speed limits in conformity with the uniform system adopted by the Florida Department of Transportation; and

WHEREAS, in February 2018, school zone enhancements (additional road striping, crosswalk upgrade and traffic control signs) were implemented for Pensacola Beach Elementary School as recommended by a recent Transportation and Traffic Operations Staff Evaluation; and

WHEREAS, as part of these enhancements, the scheduled times during which the reduced school zone speed limit is enforced were revised to better accommodate student arrivals and departures and alleviate needless congestion on Via De Luna without compromising pedestrian safety; and

WHEREAS, previously, the reduced school zone speed limit was in effect between the hours of 7:15-8:15AM and 1:55-2:55PM; and

WHEREAS, under the revised schedule, the reduced school zone speed limit will be enforced between the hours of 7:25-8:10AM and 2:10-2:40pm; and

WHEREAS, the revised schedule for reduced school zone speed limit enforcement was requested by the Principal of Pensacola Beach Elementary School, supported by the Escambia County School Board, and approved by the Assistant County Engineer, Deputy Director of Public Works.

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

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

SECTION 2. That the Board of County Commissioners hereby approves the revised schedule for reduced school zone speed limit enforcement for Pensacola Beach Elementary School.

SECTION 3. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this _____day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

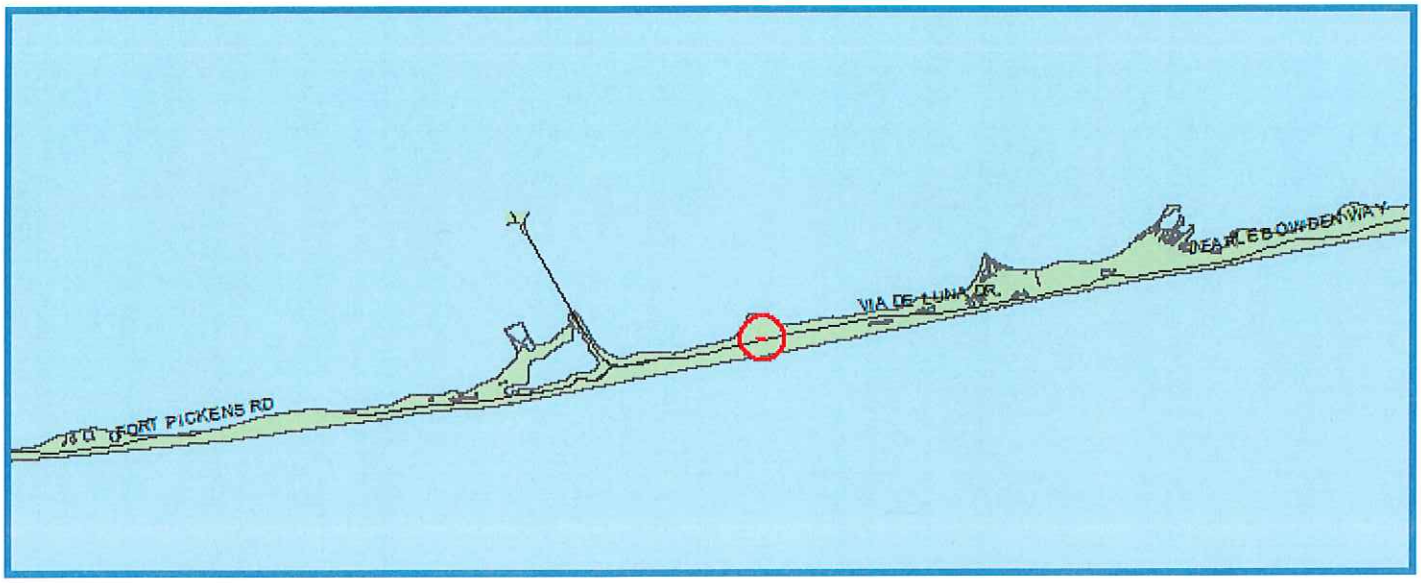
Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/14/18

LOCATION MAP

REVISED SCHEDULE FOR REDUCED SCHOOL ZONE SPEED LIMIT

Pensacola Beach Elementary School

900 Via De Luna Drive



ESCAMBIA COUNTY
OFFICE OF TRANSPORTATION & TRAFFIC OPERATIONS

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13854 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/05/2018
Issue: Local Agency Program (LAP) Supplemental Agreement for CR 295A (Old Corry Field Road) Sidewalk Project
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Supplemental Agreement No. 001 for the County Road 295A (Old Corry Field Road) Sidewalk Project, (from State Road 30 [U.S. 98 aka West Navy Boulevard] to County Road 298A [West Jackson Street]) - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Local Agency Program (LAP) Supplemental Agreement No. 001 between the State of Florida Department of Transportation and Escambia County for the installation of sidewalks and drainage system upgrades along County Road (CR) 295A (Old Corry Field Road), from the existing sidewalk north of State Road (SR) 30 (Navy Boulevard) to CR 298A (Jackson Street):

A. Approve the State of Florida Department of Transportation LAP Supplemental Agreement No. 001 between the State of Florida Department of Transportation and Escambia County for the CR 295A (Old Corry Field Road) Sidewalk Project; and

B. Adopt the Resolution authorizing the Chairman to sign the LAP Supplemental Agreement.

[Funding Source: FDOT will reimburse the County up to $529,988 for expenses related to the construction of the project. This Supplemental Agreement, No. 001, will increase the project cost by $176,838, from $353,150 to $529,988. A Supplemental Budget Amendment will be prepared by the Office of Management and Budget to recognize the funding for this Supplemental Agreement. Funding is

available in Fund 352, LOST III]

BACKGROUND:

The original purpose of this Agreement was to enter into a Local Agency Program (LAP) Agreement between Escambia County (hereinafter referred to as the County) and the Florida Department of Transportation (hereinafter referred to as the Department and/or FDOT) regarding funding in the amount of $353,150 for the installation of sidewalks and drainage system upgrades along CR 295A (Old Corry Field Road) from (SR 30) Navy Boulevard to (CR 298A) Jackson Street.

Supplemental Amendment No. 001 will add funds, in the amount of $176,838, as additional support for the project. When the project was previously advertised, bids came in well over budget so the County has decided to reduce the scope and re-advertise. The County will be covering the funding balance not covered by the Department's Work Program.

BUDGETARY IMPACT:

FDOT will reimburse the county up to $529,988 for expenses related to the construction of the project. This Supplemental Agreement, No. 001, will increase the project costs responsibility by $176,838, from $353,150 to $529,988. A supplemental budget amendment will be prepared by the Office of Management and Budget to recognize the funding for this supplemental agreement.

Funding is available in Fund 352, LOST III.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Agreement and the Resolution.

PERSONNEL:

No new personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of all Agreements.

IMPLEMENTATION/COORDINATION:

County staff will coordinate with FDOT staff during construction of the project.

Attachments

Supplemental Amendment
Resolution

LAP
Board Acton 021617

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
001

FEDERAL ID NO. (FAIN)
9044-032-C

CONTRACT NO.
G0M06

FEDERAL AWARD DATE
5/23/2017

FPN
425745-5-58-01 & 425745-1-68-01

LOCAL AGENCY DUNS NO.
07-507-9673

The Florida Department of Transportation desires to supplement the original Agreement entered into and executed on May 30, 2017 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name CR 295A Old Corry Field Road Sidewalk Project Length .850 miles

Termini From SR 30 (US 98) W Navy to CR 298A West Jackson Street

Description of Work:
The construction of the CR 295A Old Corry Field Road Sidewalk. The project will include the installation of sidewalks and drainage system upgrades along Old Corry Field Road from the existing sidewalks north of Navy Bouldevard to Jackson Street in Pensacola, Florida.

Reason for Supplement and supporting engineering and/or cost analysis:
Funds are being added as additional support for the project. Project was previously advertised and bids came in well over budget so the County has decided to re-advertise. The County will be covering the remainder of the balance not covered by the Department's Work Program.

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT
ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

FPN
425745-5-58-01 & 425745-1-68-01

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total Planning Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Project Development & Environment (PD&E)					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total PD&E Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Design					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total Design Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Right-of-Way					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total Right-of-Way Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Construction					
FY: 2017	$315,000.00	$0.00	$315,000.00	$0.00	$315,000.00
FY: 2018	$0.00	$1,269,967.00	$1,269,967.00	$1,093,129.00	$176,838.00
FY:					
FY:					
FY:					
FY:					
Total Construction Cost	$315,000.00	$1,269,967.00	$1,584,967.00	$1,093,129.00	$491,838.00
Construction Engineering and Inspection (CEI)					
FY: 2017	$38,150.00	$0.00	$38,150.00	$0.00	$38,150.00
FY: 2018	$0.00	$0.00	$0.00	$0.00	$0.00
FY:					
FY:					
FY:					
FY:					
Total CEI Cost	$38,150.00	$0.00	$38,150.00	$0.00	$38,150.00
Total Construction & CEI Costs	$353,150.00	$1,269,967.00	$1,623,117.00	$1,093,129.00	$529,988.00
TOTAL COST OF THE PROJECT	**$353,150.00**	**$1,269,967.00**	**$1,623,117.00**	**$1,093,129.00**	**$529,988.00**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

AGENCY Escambia County B.O.C.C.

By:_____
Name: Jeff Bergosh
Title: Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name: Jared Perdue, P.E.
Title: Director of Transportation Development

Date: _____

Legal Review: Approved as to form and legal sufficiency.

By/Title:

Date: 3/21/18

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://www.cfda.gov/
Award Amount:	**$529,988.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

RESOLUTION NUMBER R2018-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING A LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 30, 2017, Escambia County, Florida (hereinafter referred to as the "County") entered into a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (hereinafter referred to as "FDOT") wherein the FDOT agreed to provide funding in the amount of $353,150.00 for the installation of sidewalks and drainage system upgrades along Old Corry Field Road (CR 295A) from Navy Boulevard (SR 30) to West Jackson Street (CR 298A) in Escambia County, Florida (FPN 425745-5-58-01 & 425745-1-68-01), hereinafter referred to as the "Project"; and

WHEREAS, the County issued a solicitation for the Project, and the bids were substantially more than the estimated budget to complete the Project; and

WHEREAS, as a result, the County is prepared to contribute funding in the amount of $1,000,000.00 for the Project; and

WHEREAS, the FDOT has agreed to contribute additional funds in the amount of $176,838.00 for the Project; and

WHEREAS, the estimated total Project cost is now $1,623,117.00, of which $529,988.00 is the maximum participation by the FDOT; and

WHEREAS, any expenses in excess of the total cost of the Project will be borne by the County.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed Project and approves the Local Agency Program Supplemental Agreement with the FDOT.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Local Agency Program Supplemental Agreement between the FDOT and Escambia County.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title:_____

Date: 3/20/18

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 425745-5-58-01 Fund: SU FLAIR Approp: _____
Federal No: 9044-032-C Org Code: _____ FLAIR Obj: _____

FPN: 425745-5-68-01 Fund: SU FLAIR Approp: _____
Federal No: 9044-032-C Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org Code: _____ FLAIR Obj: _____

County No:(48) Escambia Contract No: _____ Vendor No: F596000598154
FDOT Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 07-507-9673
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, 2017 between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Escambia County B.O.C.C. ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. Authority: The Agency, by Resolution No. _____ dated the _____ day of _____, 20__, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the construction of CR 295A Old Corry Field Road Sidewalk Project, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. Term of Agreement: The Agency agrees to complete the Project on or before April 30, 2018. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. Project Cost:

A. The total cost of the Project is $ 353,150. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.

B. The Department agrees to participate in the Project cost up to the maximum amount of $353,150 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.

E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

M. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be

executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or

E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.

B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit "1", Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including

financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor 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 in conjunction with this Agreement unless the records are exempt.

E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon

the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the

Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

N. The Agency:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and

ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits

i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.

ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.

iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.

v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.

vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.

vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.

viii. ☒ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L"is attached and incorporated into this Agreement.

ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.

x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.

xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.

xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.

xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

Board of County Commissioners
Escambia County, Florida

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Jared Perdue, P.E.
Title: Director of Transportation Development

_____
D. B. Underhill, Chairman

Legal Review:
Kristin Hual, ACA

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 425745-5-58-01 & 425745-5-68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Escambia County B.O.C.C.

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.850 Miles

PROJECT DESCRIPTION:

CR 295A Old Corry Field Road Sidewalk. Installation of sidewalks and drainage system upgrades along Old Corry Field Road from the existing sidewalks north of Navy Bouldevard to Jackson Street in Pensacola, Florida. The project length is approximately 2,650 LF (0.5 miles).

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency shall ensure that the project will be constructed within the exsisting right of way.

The Agency shall be responsible for obtaining all permits associated with the project.

The Agency will submit to the Department the bid and award intent for review and concurrence prior to award and will submit the signed bid contract upon execution of the document.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FDOT Standard Speciftcations for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of $10 million or more.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by N/A.
b) Design to be completed by N/A.
c) Right-of-Way requirements identified and provided to the Department by N/A.
d) Right-of-Way to be certified by N/A.
e) Construction contract to be let by May 31, 2017.
f) Construction to be completed by April 30, 2018.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will issue Notice to Proceed to the Agency after final design plans and the project Bid Package to include Specifications, updated construction estimate, draft construction contract, and completed Construction checklist have been reviewed and approved.

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN: 425745-5-58-01 & 425745-5-68-01
Escambia County B.O.C.C. P.O. Box 18178 Pensacola, FL 32591	

TYPE OF WORK By Fiscal Year	FUNDING (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY:				
FY:				
FY:				
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY:				
FY:				
FY:				
Total PD&E Cost				
Design - 38 FY:				
FY:				
FY:				
Total Design Cost				
Right-of-Way - 48 FY:				
FY:				
FY:				
Total Right-of-Way Cost				
Construction-58 FY: 2017	$315,000	$0.00	$0.00	$315,000
FY: 2018	$0.00	$0.00	$0.00	$0.00
FY: 2019	$0.00	$0.00	$0.00	$0.00
FY: 2020	$0.00	$0.00	$0.00	$0.00
Total Construction Cost	$315,000	$0.00	$0.00	$315,000
Construction Engineering and Inspection (CEI) - 68 FY: 2017	$38,150	$0.00	$0.00	$38,150
FY: 2018	$0.00	$0.00	$0.00	$0.00
FY: 2019	$0.00	$0.00	$0.00	$0.00
Total CEI Cost	$38,150	$0.00	$0.00	$38,150
Operations – 88 FY:				
FY:				
FY:				
Total Operations Costs				
TOTAL COST OF THE PROJECT	$353,150	$0.00	$0.00	$353,150

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "C"

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address: http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT "L"

LANDSCAPE MAINTENANCE

Paragraph 16.L is modified to include the following provisions:

1. Until such time as the Project is removed from the project highway pursuant to paragraphs 3 and 4 of this Exhibit, the Agency shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:

    a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;

    b) Properly mulch plant beds;

    c) Keep the premises free of weeds;

    d) Mow and/or cut the grass to the proper length;

    e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and

    f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

    The Agency agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a) in this Exhibit, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.

3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Agency will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate or adjust the Project as it deems best, with the Agency being responsible for the cost incurred for the removal of the Project.

4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Agency.

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://www.cfda.gov/**
Award Amount:	**$353,150.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-25. Approval of Various Consent Agenda Items – Continued

12. Taking the following action concerning the State of Florida Department of Transportation Local Agency Program (LAP) Agreement between the Florida Department of Transportation and Escambia County, Florida, for the construction of drainage system upgrades and sidewalks along Old Corry Field Road, between Navy Boulevard (State Road 30) and Jackson Street (Funding Source: Fund 352, "Local Option Sales Tax III"):

    A. Approving the State of Florida Department of Transportation LAP Agreement between the Florida Department of Transportation and Escambia County for the construction of drainage system upgrades and sidewalks along Old Corry Field Road, in the amount of $353,150, which will be reimbursed to the County; and

    B. Adopting a Resolution *(R2017-24)* authorizing the Chairman to sign the LAP Agreement.

13. Taking the following action regarding the proposed State of Florida, Department of Transportation, District 3 Applications for multi-modal facilities (Funding: no local funding match is required):

    A. Approving submittal of Applications for Transportation Alternatives Program funds to design and construct the multi-modal facilities at the following locations:

        (1) Pensacola Beach Ferry Service Landing Site at Quietwater Beach;
        (2) Paved shoulders along Dog Track Road (CR 297), from Blue Angel Parkway (SR 173) to US 98 (SR 30);
        (3) Sidewalks along Saufley Field Road (CR 296), from Mobile Highway (SR 10A) to Saufley Field Gate;
        (4) Sidewalks along Olive Road (CR 290), from Palafox Street (CR 95A) to Cody Lane;
        (5) Sidewalks along Olive Road (CR 290), from Cody Lane to Davis Highway (SR 291);
        (6) Multi-Use Path along Perdido Key Drive (SR 292), from the State Park Entrance to Theo Baars Bridge;

(Continued on Page 21)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13869 **County Administrator's Report 10. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/05/2018
Issue: Contract Award for New Escambia County Corrections Facilities - Enhanced Commissioning
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for New Escambia County Corrections Facilities - Enhanced Commissioning - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and H2Engineering, Inc., per the terms and conditions of PD 17-18.019, New Escambia County Corrections Facilities - Enhanced Commissioning, in the amount of $305,000.

[Funding: Fund 311, Series 2017 Project Fund, Cost Center 290408, Object Code 56201, Project # 14SH2728]

BACKGROUND:

Title XVIII Chapter 255 paragraph 255.2575 of The Florida Statutes requires that all new County facilities comply with a nationally recognized Green building rating system. The Design Build firm has chosen to use the Leadership in Energy and Environmental Design (LEED) for this project. The LEED rating requires that the building project include commissioning. The commissioning was not included in the scope of work for the Design Build team because it is recommended that this work be performed by an independent consultant. The commissioning cost was included in the construction budget in the amount of $305,000. The commissioning will involve verification of functionality of critical systems at the new facility.

Request for Letters of Interest, PD 17-18.019, New Escambia County Corrections Facilities - Enhanced Commissioning was publicly noticed on December 18,

2017. One Hundred Thirty Nine firms were notified of the solicitation. Responses were received from three firms on January 4, 2018.

The firms were ranked as follows:
#1 H2Engineering, Inc.
#2 Dell Consulting, LLC
#3 5D's Incorporated

Negotiations were held with H2Engineering, Inc. on February 22, 2018, March 8, 2018 and March 14, 2018.

BUDGETARY IMPACT:

Fund 311 Series 2017 Project Fund, Cost Center 290408, Object Code 56201, Project # 14SH2728

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Agreemennt w/Exhibits
Ranking Tabulation

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

H2Engineering, Inc.

PD 17-18.019, New Escambia County Corrections Facilities - Enhanced Commissioning

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of April, 2018, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and H2Engineering, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 114 East 5th Avenue, Tallahassee, Florida 32303, and whose Federal tax identification number is 59-1723343 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: H2Engineering, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean George C. Bush, Division Manager, Facilities Management. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 17-18.019, New Escambia County Corrections Facilities - Enhanced Commissioning.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 17-18 in the amount of Three Hundred Five Thousand Dollars ($305,000.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 17-18.019, New Escambia County Corrections Facilities - Enhanced Commissioning, and as represented in the Consultant's Letter of Interest response to PD 17-18.019, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $132,445,243.00.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Three Hundred Five Thousand Dollars ($305,000.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

H2Engineering, Inc.
114 East 5th Avenue
Tallahassee, Florida 32303

(d) Invoices to the County shall be sent to:

George C. Bush
Division Manager
Facilities Management
100 East Blount Street
Pensacola, FL 32501

Notices to the County shall be sent to:

Jack R. Brown
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more

efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In

such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or

corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing,

the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and H2Engineering, Inc., signing by and through its Matthew Scaringe, President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

_____
Witness

BCC Approved: April 5, 2018

CONSULTANT:
H2Engineering, Inc., a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Matthew Scaringe, President

By: _____
Secretary

Date: _____

March 20, 2018

Paul R. Nobles, CPPO, CPPB, FCCM, FCN
Purchasing Manager
Escambia County, Florida
Mat Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, Florida 32502-5882

Sent Via-E Mail
prnobles@myescambia.com

Re: Escambia County Correctional Facility
H2E Job #: 18-03
Commissioning Services Proposal

Dear Paul,

H2Engineering is pleased to submit this proposal to perform commissioning services for the referenced project as outlined in Exhibit A of the attached Agreement.

Commissioning services are based on the requirements outlined in NEW ESCAMBIA COUNTY CORRECTIONS FACILITIES – ENHANCED INSPECTIONS (Solicitation Identification Number: PD 17-18.019), with the modifications as discussed with the Escambia County committee to meet the project LEED requirements in the 3rd Negotiations Meeting on March 14, 2018.

Should you choose to use standard "A.I.A." or other forms of agreement to contract for services with H2Engineering; then the attached agreement shall be appended to that agreement to reflect H2Engineering's intent on services.

Please let me know if you have any questions or need additional information. We look forward to working with you on this project.

Sincerely,

H2Engineering, Inc.

Scott Drury, P.E., CxA
Senior Associate

Attachments:
Exhibit A – Scope of Services
Exhibit B – Compensation

THIS CONSULTANT AGREEMENT (this "Agreement") dated March 20, 2018.

Between

Escambia County Board of County Commissioners of 212 Palafox Place, Pensacola, Florida 32502
(the "CLIENT")

-and-

H2Engineering, Inc. of 114 East 5th Avenue, Tallahassee, Florida 32303
(the "COMMISSIONING AGENT")

BACKGROUND

Consultant's Discipline: Commissioning

Owner: Escambia County (the "OWNER")

The agreement is for scope of services described herein provided by the COMMISSIONING AGENT for compensation by the CLIENT for the following project.

Escambia County Correctional Facility

EXHIBIT A – Scope of Services

A1 PROJECT UNDERSTANDING/BACKGROUND

.1 The project consists of a new ~300,000 GSF jail in Pensacola, Florida, consisting of ~1,500 beds. This new facility will replace the 697-bed Central Booking and Detention facility that was lost in an unfortunate gas explosion in April 2014 as well as replace the again existing 779-bed Main Jail facility.

.2 This overall project consists of a new facility for the first 720+ beds and the central core of administration, program, and support spaces.

.3 The project is using a design/build delivery method. The Design-Build Entity (DBE) is Whitesell-Green/Caddell, a Joint Venture. The Stage 2 Design Proposal for DESIGN-BUILD SERVICES FOR THE NEW ESCAMBIA COUNTY CORRECTIONAL FACILITY (Solicitation Identification Number: PD 16-17.004) is used as a reference for this proposal.

.a	Construction Duration:	24 months
.b	Guaranteed Maximum Price with Approved Alternates:	$132,445,243

A2 COMMISSIONING SERVICES

.1 Commissioning services are based on the requirements outlined in NEW ESCAMBIA COUNTY CORRECTIONS FACILITIES – ENHANCED INSPECTIONS (Solicitation Identification Number: PD 17-18.019), with the following modifications as discussed in 2nd Negotiations Meeting on March 8, 2018, with the Escambia County committee.

.a Provide Fundamental and Enhanced Commissioning Services to meet the LEED-v4 requirements for Enhanced Commissioning, Option 1, Path 1.

.b Various systems listed in the PD17-18.019 Solicitation for "Enhanced Inspections" are not required to be commissioned to meet the LEED requirements while other systems listed in the Stage 2 Design Proposal for the PD16-17.004 Solicitation are required to be commissioned for LEED certification. In order to meet both the LEED-v4 requirements and the available budget, non-LEED-essential systems are being removed from the commissioning scope while LEED-essential systems are being added.

.c The sampling rates for functional testing, as listed in the PD17-18.019 Solicitation for "Enhanced Inspections", are being modified as listed below. LEED does not list specific sampling rates, so these are being modified with committee approval.

.2 The Services described herein will be provided for the following building systems:

.a HVAC systems

.b Building Automation System (including sequences of operation, sensors, actuators, and controllers for associated HVAC systems being commissioned).

.c Plumbing systems (including domestic water heating systems).

.d Electrical systems (including lighting control systems).

.3 Design Phase

.a Maintain the Owner's Project Requirements (OPR).

.1 The OPR forms the basis from which all design, construction, acceptance and operational decisions are made. The OPR has already been developed in the Design Criteria Package.

.b Review the Basis of Design (BOD) document developed by the design team for conformance with the OPR. Provide comments and track issues and resolutions in Issue Log.

.c Review design documents (drawings and specifications) at the following submittal stages to ensure inclusion of material covering the contractor's responsibilities for commissioning; provide comments to ensure compliance with the OPR and BOD for commissioned systems. Track and document issues, deviations from OPR and resolutions in issue log.

.1 1st Review (Design Development)

.2 Backcheck of Review Comments at Subsequent Submittal (90% Construction Documents)

.d Develop Issue Log to be used throughout each phase of the commissioning process.

.e Provide input to project schedule for commissioning activities.

.f Develop commissioning specifications and provide to design team for inclusion into Construction Documents. The commissioning specifications will also include the requirements for the Systems Manual, to be developed by the DBE.

.4 Construction Phase

.a Develop and implement project specific Commissioning Plan.

.b Develop project specific pre-functional / start-up checklists (PFC) and functional performance tests (FPT). Electronic copies provided to Construction Manager for printing.

.c Review the project schedule periodically to ensure commissioning activities are properly incorporated. Provide feedback to the OWNER, Design Professional, and Contractor.

.d Schedule and lead commissioning meetings. A project kick-off meeting will occur upon commencement of construction and regular meetings are anticipated to be every other month upon rough-in of commissioned systems.

.e Review shop drawings and equipment submittals for information affecting the commissioned systems. Provide comments to design team for inclusion into the official submittal review.

.f Perform on-site observations and inspections during construction. On-site inspections shall be performed in conjunction with commissioning meetings.

.g Monitor correct component and equipment installation; including controls point-to-point checkouts. Document all observations.

.h Review start-up reports for equipment and systems.

.i Ensure completion of PFCs by contractor prior to Acceptance Phase.

.j Maintain Issue Log to track issues needing resolution.

.k Site Trips: Up to nine (9) site trips for meetings, on-site observations, and inspections during the construction phase.

.5 Acceptance Phase

.a Review and inspect Testing, Adjusting, and Balancing work (conducted by others) on a sample basis.

.b Conduct functional performance and optimization testing (including seasonal testing as appropriate) of sub-systems, systems, and interactions between systems, leading to acceptance of the completed work. Document results of all tests witnessed.

.1 HVAC Systems:

a)	Air Handling Units:	50%
b)	Boilers:	100%
c)	Chillers:	100%
d)	Cooling Towers:	100%
e)	Fan Coil Units:	25%
f)	Pumps:	100%
g)	Radiant Heating Systems:	100%
h)	Refrigerant Based Systems:	100%
i)	Specialty Exhaust Systems:	100%
j)	Unit Heaters:	50%
k)	Ventilation Fans:	100%
l)	Variable Air Volume Terminals:	25%
m)	VFDs:	100%

.2 Building Automation System / Controls (for associated commissioned HVAC systems).

a)	Temperature/Humidity/CO2 Sensors:	100%
b)	Pressure Sensors & Controllers:	100%
c)	Sequence of Operation:	100%
d)	Airflow Stations:	100%
e)	Damper/Valve Actuators:	100%

.3 Plumbing Systems:

a)	Domestic Hot Water Pumps:	100%
b)	Domestic Water Heaters:	100%
c)	Domestic Water Outlets:	50%

.4 Electrical Systems:

a)	Lighting Controls	50%

.c Review, comment, and recommend pre-approval of training plans. Verify the requirements for training of Operations & Maintenance personnel are completed by the DBE.

.d Prepare and submit a draft commissioning report after construction.

.e Site Trips: As necessary.

.6 Post-Occupancy Phase

.a Conduct functional performance testing of sub-systems, systems, and interactions between systems that could not be carried out prior to acceptance due to unsuitable weather conditions. All systems

will be functionally tested during the Acceptance Phase including seasonal testing as possible. These additional tests are based upon performing seasonal testing for systems that were not able to be tested during the Acceptance Phase.

.b Upload LEED templates and supporting documentation for commissioning related prerequisites and credits (EA Prerequisite "Fundamental Commissioning and Verification" and EA Credit "Enhanced Commissioning").

.c Provide follow-up and review building operation within 10 months of substantial completion.

.1 Coordinate meeting between Owner, O&M staff, Design Team, Contractors, and Commissioning Authority to identify any issues needing to be addressed prior to expiration of 1 year building warranty.

.d Review Systems Manual (developed by DBE) to ensure future operating staff has the information to understand and operate commissioned systems, including operation, preventative maintenance, and energy and resource management.

.e Prepare and submit a final commissioning report and ongoing commissioning plan as required for LEED-v4.

.f Site Trips: Up to two (2) site trips for meetings and functional performance testing during the post-occupancy phase.

A3 CLARIFICATIONS

.1 Non-Conformance and Cost of Additional Reviews and Retesting:

.a Submittals/shop drawings on any particular scope or phase of work will receive only one review and one re-review (if required). If additional reviews are required beyond these two, the DBE will be charged for additional review time based on a man-hour basis at the billing rates indicated in EXHIBIT B. The requirements for additional review costs will be outlined in the project specifications.

.b Additional costs associated with re-testing systems and equipment that fail functional performance testing due to non-conformance shall be the DBE's responsibility. The time and expenses for the COMMISSIONING AGENT to coordinate, direct, or perform any re-testing required shall be charged to the DBE. The re-testing costs will be based on a minimum charge per day and the requirements for these costs will be included in the project specifications. The DBE shall be responsible for any cost recovery for re-testing costs from the party responsible for the non-conformance.

.2 Specialty Exhaust Systems:

.a Functional testing includes dust collectors, vehicle exhaust systems, and welding exhaust systems. Smoke control systems are excluded.

.3 Building Automation System / Controls:

.a Functional testing of Building Automation System / Controls is limited to the associated HVAC systems being sampled during functional testing.

.4 The COMMISSIONING AGENT shall not be held responsible for liquidated damages resulting from schedule delays, whether from installation of work or from systems that fail functional performance testing due to

non-conformance, whether by manufacturer defect or contractor installation, setup, and configuration. The schedule shall include sufficient time for the commissioning process at each phase. Scheduling requirements for commissioning tasks will be developed by the COMMISSIONING AGENT with participation by the OWNER and the DBE, and will be agreed upon by all parties.

A4 EXCLUSIONS

.1 Commissioning of the following systems listed in the Stage 2 Design Proposal for the PD16-17.004 Solicitation. These systems include, but are not limited to, the following:

- .a Plumbing Systems:
  - .1 Inmate Plumbing Control Systems
- .b Electrical Systems:
  - .1 Electrical Power Systems
  - .2 Emergency/Standby Power Systems (Switchgear, Generators, and Automatic Transfer Switches)
  - .3 Uninterruptible Power Supply (UPS)

.2 Commissioning services in the existing jail facilities.

.3 Engineering design services

.4 Cost estimates

.5 LEED administration services except requirements for commissioning.

.6 Life cycle cost analysis

.7 Testing, adjusting, & balancing (TAB) services

.8 Building envelope commissioning services.

.9 Enhanced and monitoring-based commissioning (EA Credit “Enhanced Commissioning” Option 1, Path 2)

.10 Special Inspections of Engineered Smoke Control Systems.

.11 Special Inspections for Firestop Penetrations & Fire-Resistive Joints

.12 Special Inspections for Two-Way, In-Building, Radio Communication Systems

END OF EXHIBIT A

Exhibit “B”

Schedule dependent upon Design-Build Entity, PD 16-17.004, Design-Build Services for the New County Correctional Facility

EXHIBIT B – Compensation

B1 LUMP SUM FEE

.1 The lump sum fee for the Services is $305,000.00.

B2 PAYMENT SCHEDULE

.1 This compensation will be payable to the COMMISSIONING AGENT per payment schedule below.

Design Phase			
Design Development Review	7%	$	21,350.00
Back-Check Review Comments	4%	$	12,200.00
Commissioning Specifications	1%	$	3,050.00
Construction & Acceptance Phases			
Commissioning Plan & Schedule for Cx Tasks	5%	$	15,250.00
Review Shop Drawings (*)	6%	$	18,300.00
Develop PreFunctional Checklists (*)	7%	$	21,350.00
Develop Functional Performance Tests (*)	7%	$	21,350.00
Meetings/Observations/Inspections/Testing (*)	50%	$	152,500.00
Verify Training	2%	$	6,100.00
Draft Commissioning Report	2%	$	6,100.00
Post-Occupancy Phase			
Review Systems Manual	2%	$	6,100.00
Seasonal Testing / 10-Month Warranty Review (*)	5%	$	15,250.00
Final Commissioning Report & LEED Documentation	2%	$	6,100.00
Total Basic Services	100%	$	305,000.00
Total Fee		$	305,000.00

.2 Compensation for items marked with (*) are to be paid in monthly increments for work completed in the interest of the project.

B3 STANDARD BILLING RATES

Position	Billing Rate
Principal	$ 225.00
Senior Engineer / Associate	$ 150.00
Engineer (PE) / Registered Professional (RCDD, CxA, PA)	$ 140.00
Senior Designer	$ 110.00
Graduate Engineer	$ 90.00
Engineering Designer	$ 70.00
Construction Administrator/Cx Tech	$ 90.00
BIM / CAD Technician	$ 60.00
Administrative	$ 55.00

B4 REIMBURSABLES

.1 Reimbursable factor – 1.15

END OF EXHIBIT B

PD 17-18.019, New Escambia County Corrections Facilities – Enhanced Commissioning	5D's Incorporated	Dell Consulting, LLC	H2Engineering, Inc.
Robert Dye	75	90	100
William Turner	30	65	100
George Bush	89	92	94
Jason Walker	0	0	0
John Townsend	88	94	99
Total	282	341	393

Robert E. Dye				
PD 17-18.019, New Escambia County Corrections Facilities – Enhanced Commissioning	Points	5D's Incorporated	Dell Consulting, LLC	H2Engineering, Inc.
Key individual experience	25	20	22	25
Past experience in performing similar projects	25	15	20	25
Expertise of the team in performing the services required by the project	25	20	24	25
Management approach	10	10	10	10
Work examples	15	10	14	15
	Total	75	90	100

William M. Turner				
PD 17-18.019, New Escambia County Corrections Facilities – Enhanced Commissioning	Points	5D's Incorporated	Dell Consulting, LLC	H2Engineering, Inc.
Key individual experience	25	10	20	25
Past experience in performing similar projects	25	5	15	25
Expertise of the team in performing the services required by the project	25	5	15	25
Management approach	10	10	10	10
Work examples	15	0	5	15
	Total	30	65	100

George C. Bush				
PD 17-18.019, New Escambia County Corrections Facilities – Enhanced Commissioning	Points	5D's Incorporated	Dell Consulting, LLC	H2Engineering, Inc.
Key individual experience	25	23	24	24
Past experience in performing similar projects	25	23	23	24
Expertise of the team in performing the services required by the project	25	22	24	24
Management approach	10	8	8	8
Work examples	15	13	13	14
	Total	89	92	94

Jason A. Walker				
PD 17-18.019, New Escambia County Corrections Facilities – Enhanced Commissioning	Points	5D's Incorporated	Dell Consulting, LLC	H2Engineering, Inc.
Key individual experience	25			
Past experience in performing similar projects	25			
Expertise of the team in performing the services required by the project	25			
Management approach	10			
Work examples	15			
	Total	0	0	0

John H. Townsend				
PD 17-18.019, New Escambia County Corrections Facilities – Enhanced Commissioning	Points	5D's Incorporated	Dell Consulting, LLC	H2Engineering, Inc.
Key individual experience	25	20	25	25
Past experience in performing similar projects	25	20	25	25
Expertise of the team in performing the services required by the project	25	20	22	25
Management approach	10	18	10	9
Work examples	15	10	12	15
	Total	88	94	99

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13868 **County Administrator's Report 10. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/05/2018
Issue: Contract Award for New Escambia County Corrections Facilities - Threshold Inspections
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for New Escambia County Corrections Facilities - Threshold Inspections - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Mott MacDonald, LLC, per the terms and conditions of PD 17-18.018, New Escambia County Corrections Facilities – Threshold Inspections, in the amount of $144,200.

[Funding: Fund 311, Series 2017 Project Fund, Cost Center 290408, Object Code 56201, Project # 14SH2728]

BACKGROUND:

The new correctional facility is classified as a “Threshold Building” because of its height and size. Florida Building Codes require that Threshold buildings have a special inspector to perform structural inspections on threshold buildings. The special inspector shall not serve as a surrogate in carrying out the responsibilities of the building officials, architect or engineer of record. The inspector shall be a person certified, licensed or registered as an engineer.

The cost for the Threshold Inspector was included in the overall budget in the amount of $150,000.

Request for Letters of Interest, PD 17-18.018, New Escambia County Corrections Facilities – Threshold Inspections was publicly noticed on December 18, 2017. Ninety One firms were notified of the solicitation. Responses were

received from four firms on January 4, 2018.

The following firms were short-listed for discussions/interviews:
BHATE Geosciences Corp.
Mott MacDonald Florida, LLC
NOVA Engineering and Environmental, LLC

The firms were ranked as follows:
#1 Mott MacDonald Florida, LLC
#2 NOVA Engineering and Environmental, LLC
#3 BHATE Geosciences Corp.

Negotiations were held with Mott MacDonald Florida, LLC on February 22, 2018.

BUDGETARY IMPACT:

Fund 311 Series 2017 Project Fund, Cost Center 290408, Object Code 56201, Project # 14SH2728

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Agreement w/ Attachments
Short-Listing Tabulation
Ranking Tabulation
Register of Submitters

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Mott MacDonald Florida, LLC

PD 17-18.018, New Escambia County Corrections Facilities - Threshold Inspections

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of April, 2018, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Mott MacDonald Florida, LLC, a for-profit corporation authorized to transact business in the State of Florida, whose address is 220 West Garden Street, Suite 700, Pensacola, Florida 32502, and whose Federal tax identification number is 59-1294824 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: Mott MacDonald Florida, LLC is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean George C. Bush, Division Manager, Facilities Management. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 17-18.018, New Escambia County Corrections Facilities - Threshold Inspections.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 17-18 in the amount of One Hundred Forty Four Thousand Two Hundred Dollars ($144,200.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 17-18.018, New Escambia County Corrections Facilities - Threshold Inspections, and as represented in the Consultant's Letter of Interest response to PD 17-18.018, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $132,445,243.00.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of One Hundred Forty Four Thousand Two Hundred Dollars ($144,200.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

Mott MacDonald Florida, LLC
220 West Garden Street, Suite 700
Pensacola, Florida 32502

(d) Invoices to the County shall be sent to:

George C. Bush
Division Manager
Facilities Management
100 East Blount Street
Pensacola, FL 32501

Notices to the County shall be sent to:

Jack R. Brown
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more

efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In

such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or

corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing,

the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Mott MacDonald Florida, LLC, signing by and through its David Skipper, P.E., Senior Vice President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

_____
Witness

BCC Approved: April 5, 2018

CONSULTANT:
Mott MacDonald Florida, LLC, a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
David Skipper, P.E., Senior Vice President

By: _____
Secretary

Date: _____

Exhibit A

New Escambia County Corrections Facilities - Threshold Inspections
Solicitation Identification Number PD 17-18.018

Scope of Services

Mott MacDonald proudly submits this proposal for Threshold Inspection Services for the New Escambia County Corrections Facilities located at the corner of W. Fairfield Drive and N. Pace Boulevard in Escambia County, Florida. We understand that the proposed project consists of a new three-story, 300,000 square-foot correctional facility. Phase I is designed to house 720 inmates and includes secure salleyport, an inmate intake and receiving area, dining and kitchen service areas, facility administration, staff services and training, central control, custody administration, visitation, health services, and laundry. See Attachment A for the preliminary Special Inspection Plan provided by the County in their Request for Letters of Interest for PD 17-18.018.

Threshold Services will follow the guidelines as outlined in the official Special Inspection Plan prepared by the structural engineer of record and as required by Florida Statues. Structural drawings are not available at this time. However, based on the design proposal produced by Whitesell-Green/Caddell dated June 23, 2017, it is our understanding that the structure consists of the following:

Areas A and C:
Areas A and C are both three story buildings with interstitial mezzanines. These areas are primarily general housing containing modular steel cells. Area A will also contain the primary intake area and some medical spaces. The structural system for Areas A and C consist of exterior and interior precast concrete load bearing walls including precast stairwells. The interior framing also includes precast columns and girders. The floor and roof framing is precast double tees with a 3" concrete topping supported on the walls and girders. A single level sally port is attached to Area A and is constructed of precast walls and precast double tees with a 3" concrete topping for the roof.

Areas B and D:
Area B is a two-story building with an interstitial level and two roof level egress corridors. Area B contains administrative, medical, and mechanical spaces. Area D is a two-story building with a roof level corridor and mechanical penthouse. Area D contains the central plant, kitchen, loading docks and the juvenile cells. The juvenile cells are modular steel. The juvenile wings have clerestories for introduction of natural lighting. The structural system for Areas B & D consists of structural steel columns and composite steel beams supporting composite steel deck for the floor and roof. The composite floor and roof deck consists of 4½" concrete on 2" composite steel deck (6½" total thickness) reinforced with welded wire reinforcement. The stairwells, exterior walls, and main corridor walls are precast.

Lateral Load Resisting Systems:
Lateral forces are resisted at all areas by exterior and interior precast concrete shear walls.
Lateral forces at some locations of Area D are also resisted by steel x-bracing in combination

with the precast shear walls. The precast or composite floor and roof decks act as diaphragms distributing lateral forces to the shear walls or bracing.

Basic Foundation System:

- All columns and load-bearing walls are recommended to be supported on Auger Cast-in-Place (ACIP) piles.
- Non-load bearing masonry, steel and concrete security walls may bear on soil supported thickened floor slabs.
- The general housing modular steel cells at the ground level may bear on soil supported mat slabs.
- Load bearing walls bear on continuous grade beams supported on ACIP piles.
- Columns bear on isolated pile caps supported on a minimum of three ACIP piles.
- Non-secure ground level floor slabs are conventional 4" thick slabs-on-grade constructed on compacted native material.
- Secure ground level floor slabs are 6" minimum thickness slabs-on-grade with steel reinforcing bars.
- Mat slabs supporting modular cells are 9" thick reinforced concrete.

Please note that Threshold Services are solely dependent upon the type of construction and the contractor's actual construction time, sequences, and performance. Mott MacDonald proposes a reimbursable fee on an hourly basis plus expenses. To help Escambia County budget for these services, the following fee estimate is provided. Based upon the attached construction schedule (Attachment B), 58 weeks is scheduled for substantial completion of the structural components of this facility. It is anticipated that the Special Inspector and his Authorized Representative(s) will average approximately four (4) and sixteen (16) hours respectively per week on the project. Using the above estimated time for construction plus expenses, a not-to-exceed fee of $144,200.00 can be used for budget purposes. See Attachment C for Hour and Fee Estimate. However, please be advised that factors such as actual construction time, sequences and performance of the contractor cannot be controlled by Mott MacDonald and can increase Threshold Inspection time and costs beyond the estimate provided above. If such unforeseen conditions are encountered, Mott MacDonald will provide a written request with justification to Escambia County for additional fee to complete the above described services. To monitor the above budget against actual costs, Mott MacDonald will submit milestone budget reports during our services. The first such report will be provided after foundations are constructed. Based on this first report, a decision on frequency of subsequent reports will be determined between Escambia County and Mott MacDonald.

We thank you for the opportunity to submit this proposal for Threshold Inspection Services. We look forward to working with you and your staff on this project and please do not hesitate to call should you have any questions or need any additional information.

I. INFORMATION PACKAGE

New Escambia County Corrections Facilities - Threshold Inspections
Solicitation Identification Number PD 17-18.018

Scope of Services

Escambia County is seeking an engineering firm to provide threshold inspections as detailed in the Special Inspection Plan below for the construction of the New Escambia County Corrections Facility.

Firm(s) shall be properly licensed to practice in the State of Florida. The firm(s) shall have County-required insurance.

SPECIAL INSPECTION PLAN

A. DESCRIPTION OF THE WORK

1. The Threshold Inspector shall furnish all special inspection services for the above referenced Threshold Building including personnel, labor, materials, equipment and tools necessary for the implementation of the services to assure and verify compliance with requirements specified or indicated herein.

2. All special inspection services shall conform in all respects to the requirements of the Contract Documents including all approved amendments and addenda, and the State of Florida Threshold Law - Chapter 553 of the Florida Statutes.

3. The special inspection services shall consist primarily of observation and inspection of all structural members, frames, systems, and other building components that are required to resist and transmit vertical and lateral loads from the superstructure to the ground while maintaining structural integrity and life safety of the entire structure in parts and as a whole.

B. QUALIFICATIONS OF THE THRESHOLD INSPECTOR

1. The Threshold Inspector shall be certified as required by current State of Florida legislation. The Threshold Inspector and its authorized representative shall be experienced and knowledgeable in the structural system involved.

    a. The Threshold Inspector shall have a minimum of seven (7) years of experience in special inspection and design of similar structures.

    b. The Threshold Inspector authorized representative shall have a minimum of five (5) years of experience in inspection of similar structures.

c. Resumes for both the Threshold Inspector and its authorized representative shall be submitted to the Owner, the Enforcing Agency having jurisdiction, and the Design Professional for review and approval.

d. Must be licensed, or registered in accordance with Chapter 471 or Chapter 481 of Florida Statues or qualified as a building inspector under Chapter 468.

2. The Threshold Inspector shall provide insurance certificates to the Owner for all applicable coverage, i.e., professional liability specifically covering special inspection assignments, general liability, automobile coverage, workmen's compensation, and any other appropriate coverage.

C. THRESHOLD INSPECTOR RESPONSIBILITIES AND LIMITATIONS

1. General: The qualified Threshold Inspector to be retained by the Owner shall conduct special inspection services as required by the Enforcing Agency having jurisdiction. However, the presence of the Threshold Inspector does not relieve the Owner, the Enforcing Agency, the Design Professional, and the Contractor of their individual responsibilities.

2. The Threshold Inspector responsibilities shall include, but not limited to the following:

a. Complete review and full understanding of the contract documents and its contents and design concepts in relation to the context of the special inspection services involved.

b. Submission of a certified affidavit attesting to a full understanding of the intent of the special inspection plan and strict compliance with all its requirements.

c. Attendance to a pre-inspection meeting with the Owner, the Design Professional, and the Contractor at a predetermined location and time to coordinate specific structural components and systems of the threshold building that would require special inspection.

d. Procurement of all approved shop drawings, and other pertinent documents from the Owner related to the special inspection services involved.

e. Coordination of the special inspection work and cooperation with the Contractor while refraining from dictating and running the job for the Contractor.

f. Verification that the Contractor and its subcontractors involved in providing structural work that requires special inspection, maintain appropriate methods and quality-control procedures, and review the completeness and adequacy of those procedures to perform their specific Work.

g. Interpretation of inspection results and stating in each report whether inspected work complies with or deviates from the Contract Documents.

h. Prompt notification of the Design Professional and the Contractor of any irregularities, deficiencies, and nonconformance observed in the work during a particular observation. Include portion of construction performed without inspection and/or not capable of being inspected in place.

i. Re-inspection and recertification to correct work as required.

j. Submission of a certified written report of each inspection to the Design Professional with copy to the Contractor and to the Enforcing Agency having jurisdiction.

k. Submission of a final report of special inspections at Substantial Completion, which includes a list of unresolved deficiencies.

3. The Threshold Inspector shall not be responsible for the following:

a. Make any design decisions and interpretations of the contract documents.

b. Acceptance or denial of proposed alternates by the Contractor.

c. Direct the Contractor’s work.

d. Construction means and methods.

e. Inspection of building components not related to the structural integrity and durability of the structure.

f. Inspection of safety provisions related to OSHA requirements or other safety standards.

4. It is not the intent of this special inspection plan for the Threshold Inspector to be present in the site at “all times”. However, the intent is to be present for “appropriate length of time” necessary to ascertain that proper procedures and practices are observed to assure that work is being done in conformance with the design intent of the contract documents.

5. Upon completion of the special inspection services and prior to issuance of the Certificate of Occupancy, the Threshold Inspector shall submit a signed and sealed statement to the Enforcing Agency, the Owner, and the Design Professional, stating that the part of the project under such inspection responsibilities has been constructed in accordance with the official contract documents per Section 553.79(7)a of the Florida Statutes.

D. SPECIAL INSPECTION REPORT REQUIREMENTS

1. Submit a structural inspection plan to the Building Inspections Department prior to building permits being issued.

2. Prepare a daily detailed written record of inspections. Such report shall include the following:

a. Date inspection was conducted.

b. Description of the work inspected including the presence and activities of the Testing Agency as applicable.

c. Any changes in work sequence or materials and unusual circumstances affecting performance of work.

d. Documentation of changes made in the field and any new or recurring deficiencies.

e. Identification of Threshold Inspector conducting the inspection and the Testing Agency conducting the testing as applicable.

f. Date inspection results were transmitted to the Design Professional.

3. Keep a copy of the daily log at the project site that summarizes all inspections made.

4. Submit inspection reports on a weekly basis under a cover letter signed and sealed by the Threshold Inspector.

5. Submit inspection reports to the County Building Inspections Department on a monthly basis.

6. Comply with the Escambia County Inspections Department Guidelines for Threshold Buildings.

E. SPECIAL INSPECTION SERVICES

1. General: The special inspection services listed herein are outlined as the minimum required and shall not be limited to such. Furthermore, it shall be

supplemented by any special requirements as that may be deemed necessary during the course of the work. The Contractor (and its subcontractors) performance and capability can affect the extent and duration of the special inspection involvement in the project.

2. Site Construction:

a. Field observations associated with the foundation system installation.

b. Backfill and compaction operations.

c. Slab-on-grade installation.

d. Consultation on on-site problems encountered related to earthwork, foundation and site concreting.

3. Cast-in-Place Concrete:

a. Mild Steel reinforcement placement including size, quantity, spacing, bar supports and chairs, clearances, splices, and any special coating requirements.

b. Post-tensioning steel placement including general layout of tendons, spacing, size, profiles, sheathing, grease caps, stressing, anchorages, support bar layout, observe elongation logs, submission of PT elongations for approval of PT engineer, observe cutting of PT tails after PT engineer approvals of such.

c. Shoring and reshoring installation.

d. Proper location of control and construction joints, pour strips, embedded items, anchors, openings, etc.

e. Concrete placement procedures in accordance with generally acceptable standards and practices.

f. Observation of concrete testing and curing procedures.

4. Precast Concrete:

a. Plant visit to observe fabrication including quality control and testing procedures.

b. Observation of precast erection at site including inspection of precast pieces for any potential structural damage prior to erection.

c. Field-assembled connections including bearing pad setting, bolt and embed plate installation, welding, and required testing of precast connections.

d. Precast penetrations and fenestrations in accordance with documents.

e. Fabrication and erection tolerances.

f. Serviceability requirements including camber, bowing, deflection and headroom clearance limits.

g. Acceptability of completed precast connections.

5. Masonry:

a. Masonry installation including techniques and workmanship

b. Mortar bedding, grouting, and cleanout areas.

c. Joint reinforcement, embedded inserts, and anchors.

d. Special inspections required per code and/or specifications

6. Structural Steel:

a. Structural steel grade, size, straightness and required finish.

b. Bolted and welded connection including setting per shop drawings and special inspections that are required per specifications.

7. Retaining Walls:

a. Installation including techniques and workmanship.

F. RELATED RESPONSIBILITIES BY OTHERS

1. Owner

a. Arrange for all necessary contact documents including geotechnical report, material test reports, and approved shop drawings to be furnished to the Threshold Inspector in a timely manner during the progress of the work.

b. Ensure that the Contractor provides the Threshold Inspector signed and sealed documents of all work under the Contractor’s responsibility but not

limited to the shoring and reshoring plans and the precast erection sequencing and procedures.

2. Contractor

a. Cooperate, assist, and provide free access to the Threshold Inspector at all times in performing the special inspection services as specified herein.

b. Advice the Threshold Inspector in a timely fashion of construction schedules and planned operations to assure proper and timely observation and inspection of items specified herein.

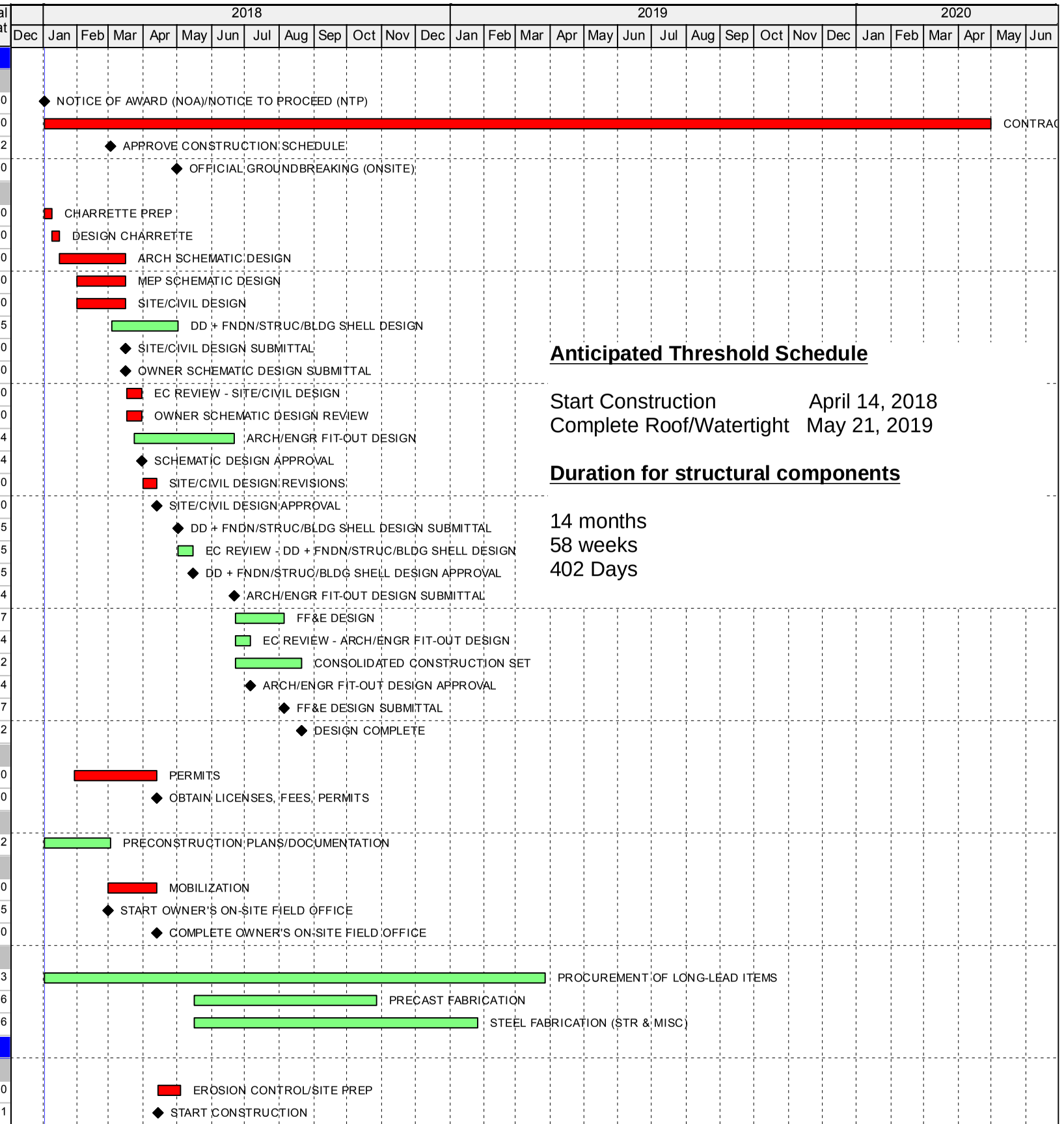
c. Submit a request to and obtain formal approval from the Design Professional for any deviations to the contract documents prior to commencing such work. The Contractor shall be solely responsible for correcting any installed unauthorized deviations.

d. Provide the Threshold Inspector with appropriate office facilities at the construction site including the following minimum items: desk, chair, desk lamp, plan table, plan rack, filing cabinet, telephone, utilities, air conditioning, and janitorial services.

e. Provide signed and sealed drawings for documents under the Contractor’s responsibility but not limited to the shoring and re-shoring plans and the precast erection sequencing and procedures.

ATTACHMENT B

Activity ID	Activity Name	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float
PRECONSTRUCTION						
ADMINISTRATION						
000100	NOTICE OF AWARD (NOA)/NOTICE TO PROCEED (NTP)	0	0	02-Jan-18		0
000101	CONTRACT DURATION (850 CAL.DAYS)	850	850	02-Jan-18	30-Apr-20	0
000599	APPROVE CONSTRUCTION SCHEDULE	0	0		02-Mar-18	42
800001	OFFICIAL GROUNDBREAKING (ONSITE)	0	0		01-May-18*	0
DESIGN						
001000	CHARRETTE PREP	7	7	02-Jan-18	08-Jan-18	0
001010	DESIGN CHARRETTE	7	7	09-Jan-18	15-Jan-18	0
001100	ARCH SCHEMATIC DESIGN	60	60	16-Jan-18	16-Mar-18	0
001110	MEP SCHEMATIC DESIGN	45	45	31-Jan-18	16-Mar-18	0
001130	SITE/CIVIL DESIGN	45	45	31-Jan-18	16-Mar-18	0
001200	DD + FNDN/STRUC/BLDG SHELL DESIGN	60	60	03-Mar-18	01-May-18	5
001140	SITE/CIVIL DESIGN SUBMITTAL	0	0		16-Mar-18	0
001180	OWNER SCHEMATIC DESIGN SUBMITTAL	0	0		16-Mar-18	0
001150	EC REVIEW - SITE/CIVIL DESIGN	14	14	17-Mar-18	30-Mar-18	0
001190	OWNER SCHEMATIC DESIGN REVIEW	14	14	17-Mar-18	30-Mar-18	0
001300	ARCH/ENGR FIT-OUT DESIGN	90	90	24-Mar-18	21-Jun-18	124
001199	SCHEMATIC DESIGN APPROVAL	0	0		30-Mar-18	14
001160	SITE/CIVIL DESIGN REVISIONS	14	14	31-Mar-18	13-Apr-18	0
001170	SITE/CIVIL DESIGN APPROVAL	0	0		13-Apr-18	0
001210	DD + FNDN/STRUC/BLDG SHELL DESIGN SUBMITTAL	0	0		01-May-18	5
001220	EC REVIEW - DD + FNDN/STRUC/BLDG SHELL DESIGN	14	14	02-May-18	15-May-18	5
001230	DD + FNDN/STRUC/BLDG SHELL DESIGN APPROVAL	0	0		15-May-18	5
001310	ARCH/ENGR FIT-OUT DESIGN SUBMITTAL	0	0		21-Jun-18	124
001400	FF&E DESIGN	45	45	22-Jun-18	05-Aug-18	277
001320	EC REVIEW - ARCH/ENGR FIT-OUT DESIGN	14	14	22-Jun-18	05-Jul-18	124
001500	CONSOLIDATED CONSTRUCTION SET	60	60	22-Jun-18	20-Aug-18	262
001330	ARCH/ENGR FIT-OUT DESIGN APPROVAL	0	0		05-Jul-18	124
001410	FF&E DESIGN SUBMITTAL	0	0		05-Aug-18	277
001599	DESIGN COMPLETE	0	0		20-Aug-18	262
PERMITS						
009000	PERMITS	75	75	29-Jan-18	13-Apr-18	0
009999	OBTAIN LICENSES, FEES, PERMITS	0	0		13-Apr-18	0
PRECONSTRUCTION SUBMITTALS						
000500	PRECONSTRUCTION PLANS/DOCUMENTATION	60	60	02-Jan-18	02-Mar-18	42
MOBILIZATION						
000900	MOBILIZATION	45	45	28-Feb-18	13-Apr-18	0
000901	START OWNER'S ON-SITE FIELD OFFICE	0	0	28-Feb-18		45
000902	COMPLETE OWNER'S ON-SITE FIELD OFFICE	0	0		13-Apr-18	0
PROCUREMENT						
010000	PROCUREMENT OF LONG-LEAD ITEMS	450	450	02-Jan-18	27-Mar-19	43
010030	PRECAST FABRICATION	165	165	16-May-18	27-Oct-18	56
010060	STEEL FABRICATION (STR & MISC)	255	255	16-May-18	25-Jan-19	266
CONSTRUCTION						
SITEWORK						
100000	EROSION CONTROL/SITE PREP	21	21	14-Apr-18	04-May-18	0
100001	START CONSTRUCTION	0	0	14-Apr-18		21



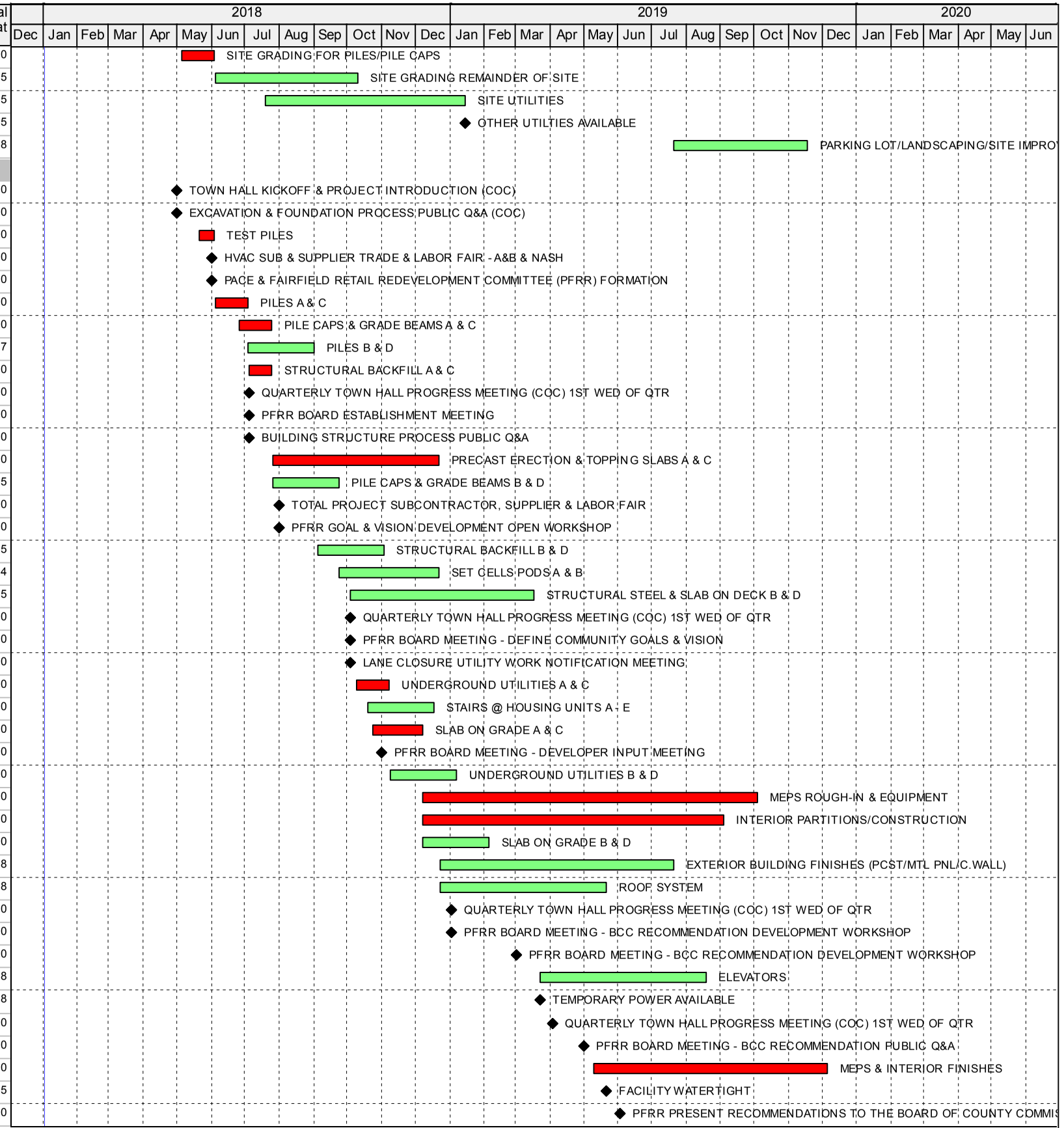
Anticipated Threshold Schedule

Start Construction April 14, 2018
Complete Roof/Watertight May 21, 2019

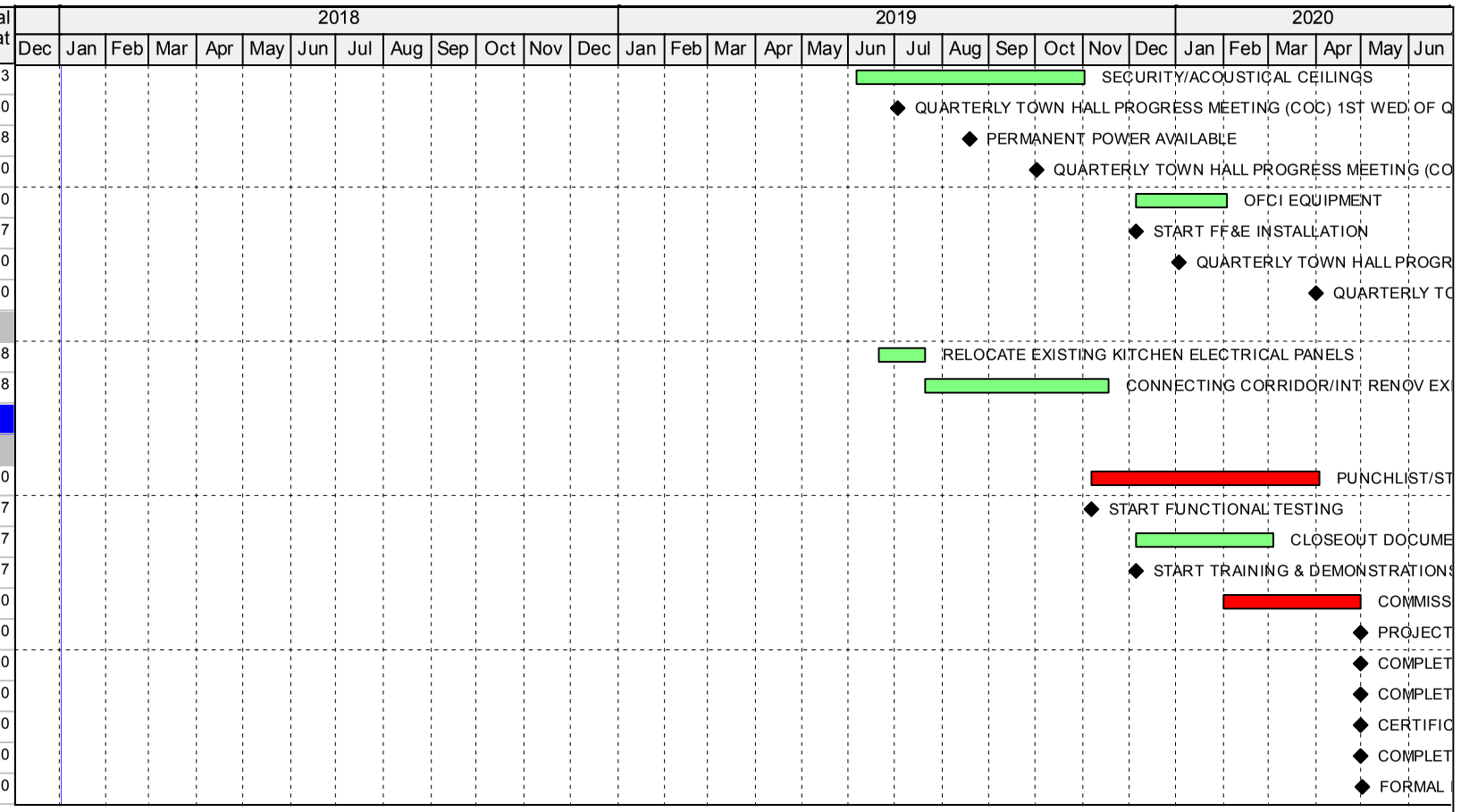
Duration for structural components

14 months
58 weeks
402 Days

Activity ID	Activity Name	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float
100010	SITE GRADING FOR PILES/PILE CAPS	30	30	05-May-18	03-Jun-18	0
100020	SITE GRADING REMAINDER OF SITE	129	129	04-Jun-18	10-Oct-18	295
110000	SITE UTILITIES	180	180	19-Jul-18	14-Jan-19	295
119999	OTHER UTILTIES AVAILABLE	0	0		14-Jan-19	295
150000	PARKING LOT/LANDSCAPING/SITE IMPROVEMENTS	120	120	21-Jul-19	17-Nov-19	138
CORRECTIONAL FACILITY						
800002	TOWN HALL KICKOFF & PROJECT INTRODUCTION (COC)	0	0		01-May-18*	0
800003	EXCAVATION & FOUNDATION PROCESS PUBLIC Q&A (COC)	0	0		01-May-18*	0
200000	TEST PILES	14	14	21-May-18	03-Jun-18	0
800004	HVAC SUB & SUPPLIER TRADE & LABOR FAIR - A&B & NASH	0	0		01-Jun-18*	0
800005	PACE & FAIRFIELD RETAIL REDEVELOPMENT COMMITTEE (PFRR) FORMATION	0	0		01-Jun-18*	0
200100	PILES A & C	30	30	04-Jun-18	03-Jul-18	0
200200	PILE CAPS & GRADE BEAMS A & C	30	30	26-Jun-18	25-Jul-18	0
200150	PILES B & D	60	60	04-Jul-18	01-Sep-18	217
200300	STRUCTURAL BACKFILL A & C	21	21	05-Jul-18	25-Jul-18	0
800006	QUARTERLY TOWN HALL PROGRESS MEETING (COC) 1ST WED OF QTR	0	0		05-Jul-18*	0
800007	PFRR BOARD ESTABLISHMENT MEETING	0	0		05-Jul-18*	0
800008	BUILDING STRUCTURE PROCESS PUBLIC Q&A	0	0		05-Jul-18*	0
210000	PRECAST ERECTION & TOPPING SLABS A & C	150	150	26-Jul-18	22-Dec-18	0
200250	PILE CAPS & GRADE BEAMS B & D	60	60	26-Jul-18	23-Sep-18	215
800009	TOTAL PROJECT SUBCONTRACTOR, SUPPLIER & LABOR FAIR	0	0		01-Aug-18*	0
800010	PFRR GOAL & VISION DEVELOPMENT OPEN WORKSHOP	0	0		01-Aug-18*	0
200350	STRUCTURAL BACKFILL B & D	60	60	04-Sep-18	02-Nov-18	215
240000	SET CELLS PODS A & B	90	90	24-Sep-18	22-Dec-18	44
210100	STRUCTURAL STEEL & SLAB ON DECK B & D	165	165	04-Oct-18	17-Mar-19	215
800011	QUARTERLY TOWN HALL PROGRESS MEETING (COC) 1ST WED OF QTR	0	0		04-Oct-18*	0
800012	PFRR BOARD MEETING - DEFINE COMMUNITY GOALS & VISION	0	0		04-Oct-18*	0
800013	LANE CLOSURE UTILITY WORK NOTIFICATION MEETING	0	0		04-Oct-18*	0
200400	UNDERGROUND UTILITIES A & C	30	30	09-Oct-18	07-Nov-18	0
210200	STAIRS @ HOUSING UNITS A - E	60	60	19-Oct-18	17-Dec-18	260
200500	SLAB ON GRADE A & C	45	45	24-Oct-18	07-Dec-18	0
800014	PFRR BOARD MEETING - DEVELOPER INPUT MEETING	0	0		01-Nov-18*	0
200450	UNDERGROUND UTILITIES B & D	60	60	08-Nov-18	06-Jan-19	210
250000	MEPS ROUGH-IN & EQUIPMENT	300	300	08-Dec-18	03-Oct-19	0
260000	INTERIOR PARTITIONS/CONSTRUCTION	270	270	08-Dec-18	03-Sep-19	0
200550	SLAB ON GRADE B & D	60	60	08-Dec-18	05-Feb-19	210
220000	EXTERIOR BUILDING FINISHES (PCST/MTL PNL/C.WALL)	210	210	23-Dec-18	20-Jul-19	108
230000	ROOF SYSTEM	150	150	23-Dec-18	21-May-19	48
800015	QUARTERLY TOWN HALL PROGRESS MEETING (COC) 1ST WED OF QTR	0	0		02-Jan-19*	0
800016	PFRR BOARD MEETING - BCC RECOMMENDATION DEVELOPMENT WORKSHOP	0	0		02-Jan-19*	0
800017	PFRR BOARD MEETING - BCC RECOMMENDATION DEVELOPMENT WORKSHOP	0	0		01-Mar-19*	0
280000	ELEVATORS	150	150	23-Mar-19	19-Aug-19	48
250001	TEMPORARY POWER AVAILABLE	0	0	23-Mar-19		48
800018	QUARTERLY TOWN HALL PROGRESS MEETING (COC) 1ST WED OF QTR	0	0		03-Apr-19*	0
800019	PFRR BOARD MEETING - BCC RECOMMENDATION PUBLIC Q&A	0	0		01-May-19*	0
270000	MEPS & INTERIOR FINISHES	210	210	10-May-19	05-Dec-19	0
239999	FACILITY WATERTIGHT	0	0		21-May-19	105
800020	PFRR PRESENT RECOMMENDATIONS TO THE BOARD OF COUNTY COMMISSIONERS	0	0		03-Jun-19*	0



Activity ID	Activity Name	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float
267000	SECURITY/ACOUSTICAL CEILINGS	150	150	06-Jun-19	02-Nov-19	33
800021	QUARTERLY TOWN HALL PROGRESS MEETING (COC) 1ST WED OF QTR	0	0		03-Jul-19*	0
250002	PERMANENT POWER AVAILABLE	0	0		19-Aug-19	78
800022	QUARTERLY TOWN HALL PROGRESS MEETING (COC) 1ST WED OF QTR	0	0		02-Oct-19*	0
279000	OFCI EQUIPMENT	60	60	06-Dec-19	03-Feb-20	60
279901	START FF&E INSTALLATION	0	0	06-Dec-19		147
800023	QUARTERLY TOWN HALL PROGRESS MEETING (COC) 1ST WED OF QTR	0	0		02-Jan-20*	0
800024	QUARTERLY TOWN HALL PROGRESS MEETING (COC) 1ST WED OF QTR	0	0		01-Apr-20*	0
EXISTING FACILITY						
300000	RELOCATE EXISTING KITCHEN ELECTRICAL PANELS	30	30	21-Jun-19	20-Jul-19	138
310000	CONNECTING CORRIDOR/INT RENOV EXISTING BLDG	120	120	21-Jul-19	17-Nov-19	138
TESTING & CLOSEOUT						
290000	PUNCHLIST/START-UP/TEST/TEST& BALANCE	150	150	06-Nov-19	03-Apr-20	0
290001	START FUNCTIONAL TESTING	0	0	06-Nov-19		87
299000	CLOSEOUT DOCUMENTATION	90	90	06-Dec-19	04-Mar-20	57
299001	START TRAINING & DEMONSTRATIONS	0	0	06-Dec-19		147
298000	COMMISSIONING	90	90	01-Feb-20	30-Apr-20	0
999999	PROJECT COMPLETE (30APR20)	0	0		30-Apr-20	0
289999	COMPLETE CONSTRUCTION	0	0		30-Apr-20	0
999996	COMPLETION OF WORK	0	0		30-Apr-20	0
999997	CERTIFICATION OF COMPLETION	0	0		30-Apr-20	0
999998	COMPLETE DEMOBILIZATION	0	0		30-Apr-20	0
800025	FORMAL RIBBON CUTTING	0	0		01-May-20*	0



ATTACHMENT C

New Escambia County Correcton Facility
PD 17-18.018

February 19, 2018

MOTT MACDONALD

Hour and Fee Estimate				
Task	**Threshold Inspector**	**Authorized Representative**	**Total Hours**	**Total Fee**
	$ 220	**$ 95**		
Inspections including written reports	232	928	1160	$ 139,200
Expense Allowance				$ 5,000
Total				$ 144,200

GovernmentForms.manager™
Electronic Submittal & Selection Process
Escambia County, FL

ID/Sol No.	PD 17-18.018
Name	New Escambia County Corrections Facilities - Threshold Inspections
Type	Shortlist
Evaluations Due	Not Defined

	Bureau Veritas North America, Inc.	NOVA Engineering and Environmental, LLC	Mott MacDonald	Bhate Geosciences Corp
George Bush	97	101	103	102
Robert E Dye	68	75	85	85
Tim Tolbert	0	25	53	30
Paul Nobles	•	•	•	•
Grand Total	**165**	**201**	**241**	**217**
Average Score	**55.0**	**67.0**	**80.3**	**72.3**
Progressive Rank (Cummulative Position)	**4** (12)	**3** (9)	**1** (3)	**2** (6)

(75% Complete)

PD 17-18.018, New Escambia County Corrections Facilities – Threshold Inspections	BHATE Geosiences Corp	Mott MacDonald Florida, LLC	NOVA Engineering and Environmental, LLC
Robert Dye	99	98	96
Tim Tolbert	19	54	39
George Bush	101	103	102
Total	219	255	237

Robert E. Dye				
PD 17-18.018, New Escambia County Corrections Facilities – Threshold Inspections	Points	BHATE Geosiences Corp	Mott MacDonald Florida, LLC	NOVA Engineering and Environmental, LLC
Relevant experience of the Engineering Firm for the last seven years regarding jail construction or similar projects	55	50	51	49
Relevant experience of the firms Engineer, performing the inspections, for the last five years	45	45	43	42
Available to respond within short time frames	5	4	4	5
	Total	99	98	96

Tim Tolbert				
PD 17-18.018, New Escambia County Corrections Facilities – Threshold Inspections	Points	BHATE Geosiences Corp	Mott MacDonald Florida, LLC	NOVA Engineering and Environmental, LLC
Relevant experience of the Engineering Firm for the last seven years regarding jail construction or similar projects	55	0	30	15
Relevant experience of the firms Engineer, performing the inspections, for the last five years	45	15	20	20
Available to respond within short time frames	5	4	4	4
	Total	19	54	39

George C. Bush				
PD 17-18.018, New Escambia County Corrections Facilities – Threshold Inspections	Points	BHATE Geosiences Corp	Mott MacDonald Florida, LLC	NOVA Engineering and Environmental, LLC
Relevant experience of the Engineering Firm for the last seven years regarding jail construction or similar projects	55	53	54	54
Relevant experience of the firms Engineer, performing the inspections, for the last five years	45	43	44	43
Available to respond within short time frames	5	5	5	5
	Total	101	103	102

REGISTER OF SUBMITTERS

Solicitation # PD 17-18.018, New Escambia County Corrections Facilities - Threshold Inspections

RLI due Date & Time: January 4, 2018 by 11:59 p.m. CDT

COMPANY NAME	PHONE NUMBER	CONTACT PERSON	EMAIL ADDRESS
BHATE Geosiences Corp	205-936-8439	Tony Thomason, Director of Gulf Coast Operations	tthomason@bhate-geo.com
Bureau Veritas North America, Inc.	214-876-6855	Van Tran, Vice President of Operations	van.tran@us.bureauveritas.com
Mott MacDonald Florida, LLC	850-484-6011	David Skipper, PE	david.skipper@mottmac.com
NOVA Engineering and Environmental, LLC	813-610-0665	Brian Snell, P.E.	bsnell@usanova.com

SUBMITTALS RECEIVED BY: Paul Nobles, CPPB, CPPO, Purchasing Manager DATE: January 5, 2014

Noticed 01/08/18 via e-mail

PRN

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13804 **County Administrator's Report 10. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/05/2018
Issue: Contract Award for EMS Collection Services
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for EMS Collection Services - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board:
A. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Affiliated Creditors, Inc., per the terms and conditions of PD 17-18.028, EMS Collection Services, in the amount of $50,000 annually; and

B. Authorize the Office of Purchasing through the County Attorney to issue a formal notice of Contract termination to Uptain Group, Inc., d/b/a Medco Services, based on communication with the firm beginning on August 10, 2017, where they stated that their company would no longer continue to subsidize our collection efforts. This notice is to be with immediate effect.

[Funding: Fund 408, Emergency Medical Services, Cost Center 330603, Object Code 53401]

BACKGROUND:

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on January 29, 2018. A Non-Mandatory Pre-Solicitation Conference was held on February 6, 2018. No firms were represented at that meeting. Bids were received from four contractors on February 14, 2018. Affiliated Creditors, Inc. is the lowest most responsive and responsible bidder.

The Board approved an agreement between Uptain Group, Inc. d/b/a Medco Services on February 6, 2017. Beginning in August of 2017 they determined that

they could no longer support the efforts of Public Safety / EMS in their efforts to collect on unpaid accounts.

BUDGETARY IMPACT:

Fund 408, Emergency Medical Services, Cost Center 330603, Object Code 53401

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Senior Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standalone Contract and PO

Attachments

Agreement
Bid Tabulation
Recommendation to Award Determination Checklist 1718_028

COLLECTION AGENCY SERVICES AGREEMENT (PD 17-18.028)

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Affiliated Creditors, Inc. (hereinafter referred to as "Agency"), a foreign for-profit corporation authorized to transact business in the State of Florida, FEI/EIN 62-1113076, whose principal address is 176 Thompson Lane, Suite 101, Nashville, TN 37211 (each at times referred to as "Party" or, collectively, as "Parties").

WITNESSETH:

WHEREAS, on January 29, 2018, the County issued an Invitation to Bidders (PD 17-18.028) seeking the services of an agency to perform collection services for past due accounts of the County's Department of Public Safety, Division of Emergency Medical Services; and

WHEREAS, Agency was the most responsive and responsible bidder proposing to provide such collection services; and

WHEREAS, the County recognizes that the collection of such past due monies owed to the County is essential to the financial safety and welfare of the residents of Escambia County; and

WHEREAS, the County desires to enter into an agreement with the Agency for the provision of such services as set forth herein.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, County and Agency agree as follows:

ARTICLE 1
Recitals and Definitions

1.1 Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 Definitions. For the purpose of this Agreement, the following terms shall have the following meanings:

Administrator shall mean the County Administrator of the County or his designee. The Administrator is the administrative head of all departments and divisions of the County. In the administration of this contract, as contrasted with matters of policy, the Parties may rely upon instructions or determinations made by the Administrator or his designee.

Board of County Commissioners shall mean the Board of County Commissioners of Escambia County, Florida, which is the governing body of Escambia County.

Clerk of the Circuit Court shall mean the Clerk of the Circuit Court of Escambia County, Florida, which is a constitutional officer serving as Clerk of the Court and ex officio clerk to the Board of County Commissioners, auditor, recorder and custodian of all County funds.

Office of Management and Budget shall mean the Office of Management and Budget under the direction of the County Administrator.

Participating Departments shall mean all County departments or divisions authorized by the Administrator to refer accounts under this Agreement and the Clerk of the Circuit Court.

ARTICLE 2
Scope of Services

2.1 Collection of Accounts. Agency shall provide the following:

(a) Agency shall serve as the collection agency for all accounts of the Department of Public Safety, Division of Emergency Medical Services (EMS) that are referred by the County.

(b) Agency may also serve as a collection agency on accounts referred by the Clerk of the Circuit Court and accounts of other County departments referred by the County Administrator or participating department heads.

2.2 Minimum Collection Activity. For each account, Agency shall provide, at a minimum, as follows:

(a) Upon initial assignment, Agency will immediately send a letter to each debtor. Within ten (10) calendar days of receipt of account, Agency shall attempt to call each debtor with a balance greater than $25.00.

(b) Every account without a valid address possessing a balance of $25 or more will receive skip tracing efforts.

(c) Agency shall assess each account and continue activation with either a letter series or phone calls.

(d) Agency shall monitor all account payments initiated.

2.3 Collection Methodology. Agency shall establish the collection methodology once a debtor is contacted. This methodology will include the appropriate telephone script to be utilized for court related debt as well as other departmental debt. Every effort will be made to understand the nature of the specific debt so that this information can be utilized by our collection staff.

Agency will advise County of the methodology of all collection services and adhere to County's input. While the Agency shall remain responsible for compliance with applicable laws, the County expressly reserves the right to approve such collection methods utilized by the Agency for all County referred accounts.

2.4 Timeline for Collection. Unless the County should provide written notice to return an account, Agency shall retain all accounts until the expiration or termination of this Agreement. The County shall retain full discretion to remove an account at any time provided that County shall credit Agency with subsequent collections procured directly as a result of Agency's prior efforts.

2.5 Agency Collections. Agency will accept payments on all assigned accounts. Agency may not collect any interest, service, or carrying charges on any account unless otherwise

instructed to do so in writing by the County. Agency shall be solely responsible for all costs or expenses, including, but not limited to, attorneys' fees and court costs incurred by the Agency in the collection of the referred accounts. Agency may arrange payment schedules within the debtor's current income and ability to pay.

Agency shall be allowed to bill any insurance(s) determined for any referred account, other than Medicare Part B, Florida Medicaid, or Alabama Medicaid. These accounts shall be returned to Escambia County EMS Billing Office for appropriate insurance billing.

2.6 Payments Received. Agency shall deposit all payments collected in an interest-bearing account and shall distribute such funds plus any interest accrued to the County on a monthly basis to the Clerk of the Circuit Court or Participating Departments as directed by the County. A separate accounting for each department shall be provided to the Clerk of the Circuit Court and copied to such Participating Department and the Office of Management and Budget. Agency shall, in turn, receive its collection fee based on the amount received from the debtor and the applicable rate.

2.7 Reporting Requirements.

2.7.1 Placement Summary Reports: Within two (2) business days of receiving a referral from the County, Agency shall acknowledge receipt of the account(s) by providing a Placement Summary Report, which at a minimum shall contain the account number and total dollar amount of the referral.

2.7.2 Monthly Reports: In a manner prescribed or acceptable to the County, Agency shall submit to each Participating Department, with copies to the Office of Management and Budget, a monthly report with an alphabetical listing of all accounts, noting all payments collected since the prior report, noting any accounts against which collection efforts have commenced, recommending actions to be taken on problem accounts, and summarizing receipts and other actions on accounts by month of assignment. Agency shall submit each report no later than the 15th day following the month that is the subject of the report.

2.7.3 Uncollectable Accounts: On a monthly basis, Agency shall also submit to the Participating Departments a report of all accounts which, after making every reasonable effort to collect, Agency has deemed uncollectable. The report must contain, at a minimum, the debtor's name, the debtor's most recent address and telephone number, and the patient account number on EMS accounts. At the request of County, Agency shall further document its effort to collect any specific amount.

Agency shall make a determination and advise the County as to whether or not the debt may be recovered through litigation. Unless otherwise directed, Agency shall return such accounts to County and shall have no right to a commission for any sums thereafter collected upon these accounts. Such returns shall be made in a format acceptable to the County.

2.7.4 Quarterly Reports: No less than quarterly, Agency shall submit to Participating Departments, with copies to the Office of Budget and Management, a quarterly report to include a list of all open accounts and the status of such accounts including payments, requested adjustments, skip tracing activities and results.

2.7.5 Yearly Reports: On an annual basis, Agency shall furnish a report to each Participating Department summarizing the activity of all accounts during the preceding year.

2.7.6 Complaints: Agency shall provide County with a copy of any and all letter(s) of complaint within ten (10) calendar days of receipt by the Agency, and the County will provide Agency a copy of any notice of complaint received by it within ten (10) calendar days of receipt by the County Administrator.

Within thirty (30) calendar days of receipt of a complaint or notice of a complaint, Agency will provide a written report to the County informing the County Administrator of the disposition of each complaint. Minimum elements of the complaint report will include a statement of the complaint, results of the complaint investigation by Agency, identification of the collector(s) involved, and a positive statement of corrective action taken to avoid recurrence of such a complaint in the future. Upon request of the County Administrator, Agency shall remove any employee from the future collection of County referred accounts.

2.8 Quality Control. Agency agrees to maintain a quality assurance program for its employees including, but not be limited to, periodic instruction in the lawful and ethical practices of account collection. Additionally, Agency shall affirm that none of the Agency's Employees or Contractors is prohibited from doing business with the Centers for Medicare and Medicaid Services as evidence that they are routinely checked on a monthly basis against the Office of Inspector Generals' List of Excluded Individuals and Entities database.

2.9 Compliance with Laws. Agency shall at all times undertake to collect County referred accounts through all ethical and lawful means. In the performance of this Agreement, Agency shall comply with all applicable Federal, State and local laws, rules, regulations or ordinances, and all current and future provisions required thereby to be included herein, are hereby incorporated by reference.

2.10 Suspension of Collection and Recall. Upon receiving written notice from the County, Agency shall immediately suspend collection efforts on any account referred for collection. Upon receiving written notice, Agency shall return any referred account, without charge or penalty to County, except the applicable fees earned to date. County reserves the right to reevaluate and to adjust, cancel, or recall any accounts referred to Agency.

2.11 Legal Action. Agency may initiate legal action only upon the express written consent of the County. Where legal action is necessary, the County will make reasonable efforts to provide witnesses, certified copies of official records, and other necessary documentation.

ARTICLE 3
Compensation and Method of Payment

3.1 Compensation. Agency shall be compensated for collection services as follows:

(a) Primary Collection: Agency agrees to accept as full payment for services rendered for the collection of accounts referred by the Emergency Medical Services Department a sum equal to 15% of monies actually collected by Agency.

(b) Secondary Collection: Agency agrees to accept as full payment for services rendered for the collection of accounts that have been previously forwarded to a collection agency, a commission sum equal to 30% of monies actually collected by Agency.

(c) Early-out Patient Pay Collection: Agency agrees to accept as full payment for services rendered for the collection of Patient Pay accounts submitted, within sixty (60) calendar days from date of service, a sum equal to 10% of monies actually collected by Agency.

3.2 Payment of Fees. Agency shall receive its fees following transmittal to the County of all monies collected in the manner provided in this Agreement. Payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

3.3 Fees for Direct Payments. County agrees that when an account is referred to Agency, Agency is entitled to the fees described herein without regard to whether payment is made to the County or the Agency. The Participating Department will notify the Agency of any direct payments made as a result of Agency's efforts and will pay Agency the appropriate fee for all such direct payments. After notification of direct payments by County, Agency shall document such payments in its monthly reports. The fee for such payments shall be paid as provided in ¶3.2 above. The County will, upon request, verify payments on specific accounts and credit the Agency as specified above.

ARTICLE 4
Term and Termination

4.1 Term. This Agreement shall commence upon the date last executed and continue in effect for a term of twelve (12) months. This Agreement may be renewed for two (2) additional one (1) year terms. The parties may indicate their wish to extend this Agreement by providing written notice to the other party no later than thirty (30) days before the expiration of the initial or any subsequent one-year (1) term. In no event shall the Agreement extend beyond thirty-six (36) months in duration after exercising all options for renewal.

The parties understand and agree that upon the expiration or termination of this Agreement, the County shall in no way be further obligated to Agency and shall not be impaired from negotiating with and contracting with any other publicly or privately-owned entity wishing to offer collection services to County.

4.2 Termination.

4.2.1 Termination for cause. The County reserves the right to immediately terminate this Agreement for cause upon the failure of Agency to fulfill in a timely and proper manner its obligations under this Agreement, including but not limited to, the violation of any state, federal or local laws and ordinances. In the event of a termination for cause, Agency will return all accounts to County.

4.2.2 Termination for convenience. County reserves the right, at any time during the term (including without limitation, at the end of any one year period), and for any reason whatsoever in County's sole discretion, to terminate this Agreement for convenience with respect to all or any portion of the collection services. County may exercise its right of

termination for convenience by furnishing to Agency written notice of its election to do so, which notice shall specify the services that County has elected to remove from the scope and operation of this Agreement. The termination of convenience as to such services shall be effective thirty (30) calendar days following the date of the receipt of such notice by the Agency. In no event shall a termination for convenience be deemed a default by County under this Agreement, and a termination for convenience shall not subject the County to any penalty, claim for damages, liquidated damages or any other claim of any type by Agency.

ARTICLE 5
Indemnification and Insurance Requirements

5.1 Indemnification. Agency 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 the Agency in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Agency 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 Agency'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 Agency 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.

5.2 Insurance.

5.2.1 The Agency is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability with $1,000,000 per occurrence minimum limit.

(d) Florida statutory Workers' Compensation.

5.2.2 It is understood and agreed by the parties that in the event that the Agency 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.

5.2.3 Agency 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 thirty (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.

5.2.4 The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

ARTICLE 6
Miscellaneous

6.1 Independent Contractor. In the performance of this Agreement hereunder, Agency shall at all times be acting in the capacity of an independent contractor. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Agency or as between Participating Departments and Agency. Agency understands and agrees that all persons furnishing services pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Agency and not of the County.

6.2 Notices. All notices required or to be given hereunder shall be in writing to the addresses below and shall be deemed to have been properly given on the third day after being deposited in the United States mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other overnight delivery service for next-day delivery:

COUNTY:	AGENCY:
Office of the County Administrator	Affiliated Creditors, Inc.
Attn: County Administrator	Roy Williams, Jr.
221 Palafox Place, Suite 420	176 Thompson Lane, Ste. 101
Pensacola, Florida 32502	Nashville, TN 37211

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.

6.3 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.

6.4 Public Records. The Agency 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. Agency 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. Agency 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, Agency 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 Agency 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 Agency seven (7) days written notice, during which period the Agency still fails to allow access to such documents, terminate the Agreement.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'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

6.5 Confidentiality. All information not subject to disclosure under the Public Records Act that is acquired by Agency in the course of performing services under this Agreement shall be confidential, and shall not be open to examination for any purpose without prior approval of County.

6.6 Entire Agreement. This Agreement represents the entire and integrated agreement between the County and Agency and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Agency and the authorized representative of the County.

6.7 Compliance with Laws. Agency represents that at the time it executes this Agreement it possesses all licenses required by law to operate as a collection agency in the State of Florida, and in carrying out the terms of this Agreement, Agency agrees to comply with all applicable local, state and federal laws, rules or regulations. Specific to Protected Healthcare Information (PHI) submitted between the County and Agency, the Agency shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA).

6.8 Assignment. Agency shall not assign the Agreement or monies due or to become due hereunder without prior written consent of the County. Violation of this provision shall be grounds for termination of the Agreement for cause and the attempted assignment shall be null and void.

6.9 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.

6.10 Waiver. No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

6.11 Use of County Seal or Letterhead. Agency shall not use or display the official seal of Escambia County or County letterheads on communications with any debtor without having previously obtained written authorization from the County Administrator.

6.12 Data Link Up. Agency shall establish a data linkup, which will allow County access to information on all accounts indicating the collection efforts made, arrangements established, and monies received. At Agency's own expense, Agency shall provide, install, and maintain a personal computer (PC) and modem for County access to Agency's system. The PC will be placed at a location as determined by the County Administrator. All information will be noted on the accounts placed for collection including financial notes, letter notes, telephone conversation notes, and skiptracing notes. Training on the use of the system will be provided to County personnel upon request. Agency will bear all associated costs including standard resources, hardware, software, installation and training.

6.13 Records. Agency shall maintain records as provided below:

6.13.1 Record Retention and Inspection: Agency agrees that the County Administrator or any duly authorized representative without advance notice shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement during normal working hours. Such material, including all pertinent cost, accounting, financial records and propriety data, must be kept and maintained by Agency for a period of five (5) years after completion of this Agreement unless County's written permission is given to dispose of material prior to this time.

6.13.2 Files and Records: Agency shall maintain a file on each account containing a record of any and all phone calls, letters, and any other contacts made with the client or third party regarding an account. All such records shall be made available by Agency at a mutually agreeable location in Escambia County, during the County's normal business hours to representatives of the County for purposes of inspection or audit.

6.13.3 Audit Settlement: If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Agency regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than commission paid or owed by County to Agency, then Agency agrees that the difference shall be (1) repaid forthwith by Agency to County by cash payment or (2) at the County's option, credited against any future commission to be paid hereunder to Agency. In addition, Agency shall bear the cost of the audit, including personnel costs, up to the amount of the discrepancy. If such audit finds that County's dollar liability for services provided hereunder is more than fees paid by County to Agency, then the difference shall be paid to Agency and the County will bear its own costs in conducting the audit.

6.14 Credit Reports. If mutually agreed upon by Agency and County, Agency shall report particular accounts or categories of accounts to participating credit bureaus; provided however,

Agency need not take any such action it deems unlawful or actionable and shall retain the responsibility of determining the propriety of such acts.

6.15 Attachment. Agency may utilize the attachment process to enforce a judgment or collect an assigned amount.

6.16 Referral Discretionary. It shall be in County's discretion to refer or not to refer accounts to Agency. The existence of this Agreement does not in any way constitute a guarantee of referrals for collection by Agency, and County retains the option to collect its own debts.

6.17 Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners signing by its County Administrator.

_____
Witness

_____
Jack Brown, County Administrator

_____
Witness

Date:_____

BCC APPROVED_____

AGENCY: AFFILIATED CREDITORS, INC.

_____
Roy A. Williams, Jr., President

Date: _____

ATTEST:

_____
Corporate Secretary

(Corporate Seal)

Approved as to form and legal sufficiency.
By/Title:
Date: 3/21/18

Public Notice of Recommended Award

Bid Tabulation	**Solicitation Number:** PD 17-18.028 **Solicitation Name:** EMS Collection Services								
Bid Opening Time: 2:00 p.m., CST **Bid Opening Date:** 2/14/2018 **Bid Opening Location:** Rm 11.407 **Name of Bidder(s)**	Bid Form Completed & Signed	Bid Bond or Check	Certificate of Authority to do Business in the State of Florida	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Percentage Amount of Revenue collected	
Affiliated Creditors, Inc.	Yes	Check	Yes	Yes	Yes	Yes	Yes	15.0%	
Life Line Billing Systems, LLC d/b/a LifeQuest Services	Yes	Check	Yes	Yes	Yes	Yes	Yes	27.0%	
United Collection Service, Inc.	Yes	Check	Yes	Yes	Yes	Yes	Yes	18.0%	
Kingston Asset Management Services, Inc.	No	No	No	No	No	No	No	Non-Responsive	
Bids Opened By: Paul R. Nobles, Purchasing Manager				**Date:** 2/14/2018		**Status:**			
Bids Tabulated By: Paul R. Nobles, Purchasing Manager				**Date:** 2/15/2018		Recommended Award			
Bids Witnessed By: Emily D. Weddington, Purchasing Coordinator				**Date:** 2/15/2018		**CAR Date:** 3/15/2018	**BOCC Date:** 3/15/2018		

Purchasing Manager/Designee recommends to the BOCC: **That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and**

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Kingston Asset Management Services, Inc. did not submit any of the required bid documents, nor a percentage to consider.

Posted: 1:30 a.m., CST on 03/05/2018 **Form Completed By:** **PRN**

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: **Collection Services for Public Safety EMS**

Bid Number: **PD 17-18 .028**

Opening Date/Time: **Wednesday , February 14, 2018**

Purchasing Agent: **Paul R. Nobles**

Client Department: **Public Safety** Dept. Director/Designee: **Michael D. Weaver**

Protest Information: **N/A**

Note: Purchasing will advise of any Protest(s)

Requisition #

Fund: **408**

Cost Center: **330603**

Object Code: **53401**

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation **__Yes __No**
Note: Attachments to Requisition shall Reference PD #

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: To award a Contract to :
(See Attached Tabulation Sheet for Pre-Award Compliance)

AFFILIATED CREDITORS, INC

176 THOMPSON LANE #101
NASHVILLE, TN 37211
$50,000 -Annually

Tamika Williams Unit Price Extensions Checked by:

(Signature) (Date) February 16, 2018
Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing __Yes __No Client Department __Yes __No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval:
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval:
(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).
Note 2: Recommendations after contract award, typically Contract Administration matters such as

amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

F0125

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13864 **County Administrator's Report 10. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/05/2018
Issue: Contract Award for CEI for Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Construction, Engineering, Inspection and Program Management Services for Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue) - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Mott MacDonald Florida, LLC, per the terms and conditions of PD 17-18.015, Construction, Engineering, Inspection (CEI) and Program Management Services for Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue), for a lump sum amount of $410,747.50.

[Funding: Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project 18EN0214, $218,212.08; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project 15EN3244, $149,190.13; and Fund 352, LOST III, Cost Center 210109, Object Code 56301, Project 10EN0363, $43,345.29]

BACKGROUND:

Requests for Letters of Interest, PD 17-18.015, Construction, Engineering, Inspection (CEI) and Program Management Services for Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue) were publicly noticed on January 8, 2018 to one hundred nine known firms.
Responses were received from three firms on January 23, 2018. The Selection/Negotiation Committee ranked in the following order:
1. Mott MacDonald Florida, LLC

2. HDR Construction Control Corporation
3. Dewberry Engineers Inc.
Mott MacDonald Florida, LLC provided their initial fee proposal on February 14, 2018. The first negotiation meeting was held on March 6, 2018 and the Final and Best Offer was established with a lump sum fee of $410,747.50.

BUDGETARY IMPACT:

Funding: Fund 353 LOST IV, Cost Center 210106, Object Code 56301, Project 18EN0214, $218,212.08;
Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project 15EN3244, $149,190.13;
Funding: Fund 352 LOST III, Cost Center 210109, Object Code 56301, Project 10EN0363, $43,345.29

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects and Purchase Order.

Attachments

Agreement with Exhibits
Committee Final Ranking

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Mott MacDonald Florida, LLC

PD 17-18.015, Construction, Engineering, Inspection (CEI) and Program Management Services for Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue)

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of April, 2018, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Mott MacDonald Florida, LLC, a for-profit limited liability company authorized to transact business in the State of Florida, whose address is 220 West Garden Street, Suite 700, Pensacola, Florida 32502, and whose Federal tax identification number is 59-1294824 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: Mott MacDonald Florida, LLC is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean Chris A. Curb, Engineering Stormwater Manager, Public Works/Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 17-18.015, Construction, Engineering, Inspection (CEI) and Program Management Services for Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue).

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 17-18 in the amount of Four Hundred Ten Thousand Seven Hundred Forty Seven Dollars and Fifty Cents ($410,747.50) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 17-18.015, Construction, Engineering, Inspection (CEI) and Program Management Services for Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue), and as represented in the Consultant's Letter of Interest response to PD 17-18.015, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $5,600,000.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Four Hundred Ten Thousand Seven Hundred Forty Seven Dollars and Fifty Cents ($410,747.50). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

Mott MacDonald Florida, LLC
220 West Garden Street, Suite 700
Pensacola, Florida 32502

(d) Invoices to the County shall be sent to:

Chris A. Curb
Engineering Stormwater Manager
Public Works/Engineering
3363 West Park Place
Pensacola, FL 32501

Notices to the County shall be sent to:

Jack R. Brown
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions

as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, limited liability company, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or limited liability company to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by

any person, firm or limited liability company to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of

professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claim made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Paul R. Nobles, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Mott MacDonald Florida, LLC, signing by and through its David Skipper, P.E., Senior Vice President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

_____
Witness

BCC Approved: April 5, 2018

CONSULTANT:
Mott MacDonald Florida, LLC, a Florida Limited Liability Company authorized to do business in the State of Florida.

_____
Witness

By: _____
David Skipper, P.E., Senior Vice President

_____
Witness

Date: _____

Construction, Engineering, Inspection (CEI) and Program Management Services for Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue) Solicitation Identification Number PD 17-18.015

Scope of Work

Project Narrative:

The Olive Road East Phase 2 project will continue pedestrian, traffic capacity, and drainage improvements from Yancey to Johnson Ave. The following are components of this project for CEI services:

- Complete reconstruction to improve pedestrian and traffic capacity, providing for one travel lane in each direction and a center bidirectional turn lane, with sidewalks and bike paths on both sides.
- Johnson Ave realignment at Winding Lane, with a traffic light at the new Johnson Ave realigned intersection with Harbor Square.
- Four phases of Roadway Demolition and Traffic Control Plan implementation.
- Water main upgrades, under a joint funding agreement between Escambia County and the Emerald Coast Utilities Authority (ECUA).
- Drainage system installation ranging from 14”x23” ERCP up to 66” RCP installation.
- Pond expansion requiring tree protection coordination where feasible.
- Utility conflict field coordination with multiple utility providers.
- A walking path addition around the upper bank of the Olive Road Phase I pond.
- Asphalt paving will be in two lifts, with final lift near substantial completion date.
- Project is expected to be ready for Bid in January 2018, with construction commencing in 2018; construction is expected to last 2 years.

Contract Time:

The Contractors work shall be substantially completed within seven hundred and twenty (720) calendar days from the Commencement date and fully complete within Thirty (30) consecutive calendar days from the date of Substantial Completion. To allow for time extensions and rain days the **CEI services contract shall be 800 days.** CEI may need to adjust daily hours during construction to accommodate weather delays and additional work, w/o additional compensation.

Scope of Services Summary

The Scope of Work for this project is to provide construction, engineering, inspection and project management services for the Olive Road East Phase 2 project. The Consultant will have the same responsibility and authority as Escambia County when administering this County construction project contract.

Administration of the **Olive Road East Phase 2** will be conducted by the Consultant in full cooperation with Escambia County. Escambia County will have the final word regarding challenges of Consultant authority by the contractor or decisions made by the Consultant regarding the work. The goal of Escambia County and the Consultant should be to administer the contract in a highly professional manner, conducive to a cooperative relationship between the Consultant, Contractors, and Escambia County, and to complete the work on budget and on time with minimum inconveniences and maximum safety for the public.

The responsibilities of the Consultant's CEI Team on this project include, but are not limited to:

1. **Attend Weekly and Monthly Meetings:** Prepare the agenda, attend, and conduct a meeting every week with Escambia County personnel, Contractor, Sub-Contractors, Utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events, the schedule, and problems associated with the project. Obtain material tickets from the contactor associated with construction for the week. Record significant information revealed and discussed at the meeting. Distribute written minutes to the appropriate agencies and parties. Participate in monthly meetings and be prepared to discuss quantities used during construction, provide measurements, truck tickets, etc. associated with the contract.

2. **Project Administration:** Provide limited project administration and coordinate with the assigned Project Coordinator. Prepare for, cooperate with, and assist auditors who may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee work being done on the contract. Monitor contractor's hours worked and materials on the project and verify all pay requests for accuracy. Prior to starting work, submit to the Project Coordinator a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the Project Coordinator and be available at any time in the case of an emergency on the project. The Consultant should also obtain from the Contractor a list of personnel that will be responsible for any occurrence that may arise on the project, for the life of the project.

3. **Provide Construction Inspection:** Provide effective and qualified supervision of all major work operations being conducted by Prime Contractor and Sub-Contractors. When menial tasks are being performed and the assigned inspector is not required to be ever present onsite; the Consultant shall use good judgment and shall correspond and notify the Project Coordinator that full-time professional inspection services are not necessary at that time. All field technicians must be certified in the applicable FDOT certification workshops or have applicable training certifications/records listed below. Certification from another State Highway Department, nationally recognized institution, or other approved agency may be acceptable in lieu of FDOT certification

    a. Asphalt Roadway Paving Inspector
    b. Asphalt Plant Inspection
    c. Class 1 Concrete Technician
    d. Soils and Aggregate Technician
    e. Earthwork Technician
    f. Nuclear Gauge Trained and Proficient
    g. SWPPP Training Certifications
    h. Americans with Disabilities Act (ADA) Title II and Section 504 Training

4. **Conduct Field Surveys:** Verify surveying services to obtain original, final, as well as, progress estimated quantities for payment of all earthwork pay items to the Contractor. Be prepared to justify quantities in case of discrepancies between the Contractor and Project Coordinator. Upon request, check construction layout when deemed necessary by the Project Coordinator.

5. **Supplemental Agreements/Construction Changes:** Notify the Project Coordinator immediately of the necessity of any Supplemental Agreements/Construction Changes. The

Project Coordinator shall be aware before any discussions occur between the Consultant and the Contractor to Negotiate prices for additional pay items with the Contractor that would or would not adhere–to the "Average Unit Price" listing. Coordinate acceptance of prices with the Project Coordinator.

6. **Shop Drawings:** Preview and approve all shop drawings prior to the Contractor submitting them to the appropriate Vendor.

7. **Quality Assurance, Testing for Acceptance, and Training:** Copies of all certifications should be filed in the project records for review by Escambia County at any time. Any temporary waivers of certification or licensing will be reviewed by Escambia County for the final decision. Provide certification training to Consultant personnel for all necessary field-testing and inspection.

   Monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications. Document Consultant testing on standard forms provided by Escambia County and distribute as required. Monitor documentation of testing by the Contractor. Field test verification by the Consultant includes, but is not limited to, all asphalt related testing to include asphalt plant inspection and all concrete related testing for acceptance by Escambia County, nuclear density testing of earthwork, base stone, asphalt, structural backfill and pipe backfill as defined in the Standard Specifications and Escambia County's sampling and testing schedule.

   The Consultant will also verify aggregate analysis and moisture testing for roadway embankment and base stone materials as defined in the Standard Specifications and Escambia County's sampling and testing schedule. (Note: All tests normally performed by Escambia County personnel will be performed by the Consultant.) Also Consultant's responsibilities include, the random checking of application rates, dimensions and bearings to assure conformance to the Plans and Specifications.

   In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on forms supplied by Escambia County and will receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by the Consultant for conformity to the Project Specifications. The certification documents submitted to Escambia County will also be reviewed for completeness and conformance to Escambia County's standard form of submission. A Final Materials and Tests Certification will be submitted to the Project Coordinator with the Final Records.

8. **Progress Payments:** The Consultant will document and assemble accurate quantities for Monthly Progress Payments to the Prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. The Project Coordinator must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the Project Coordinator for review and payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Coordinator. Copies of approved Sub Contractors should be on file prior to the first Progress Payment.

9. **Revisions to the Contract Plans:** Any revisions to the contract plans or cross sections will be submitted to the Project Coordinator for review and processing by the contactor.

10. **Distribution of Correspondence:** Submit to the Project Coordinator a copy of all correspondence between the Consultant, Contractor, Sub Contractors, or others concerning matters related to the project. Maintain an electronic file of all correspondence for submission with the project Final Records.

11. **Inspection of Work:** Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure, and record all quantities for payment. Record field measurements in project records for review by Escambia County or auditors. The records will be recorded on a standard form (field book) supplied or defined by Escambia County and/or on field inspection forms to be submitted to Escambia County. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as required) project traffic control on forms supplied by Escambia County and distribute as required. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify all pay quantities in the case of questions from the contractor or Escambia County. Prepare an accurate daily diary, signed by the inspector, consisting of, but not limited to:

    a. A record of the contractors on the project
    b. Their personnel (number and classification)
    c. Equipment (number and type or size)
    d. Location and work performed by each Contractor or Subcontractor
    e. Orders given to the Contractor
    f. Events of note on the project
    g. Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
    h. Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
    i. Days charged, with explanation if not charged
    j. Equipment arriving or leaving the project, idle equipment
    k. Any other details that may be important later in the project life

12. **Reports:** There are numerous reports, documents, etc., that shall be generated in the process of Contract Administration. Submit a formatted (Escambia County standard format) of selected project records to Project Coordinator after project completion. Any questions regarding the requirements shall be forwarded to the Project Coordinator for clarification**.**

13. **Final Records:** Submit a final estimate (electronic format) for the project at close out. Coordinate Consultant hours after project completion with the Project Coordinator for approval.

14. **Project Claims:** Prepare documentation and assist in the defense of Escambia County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

15. **Utility Relocations:** Utility relocations will be a part of this contract. Relocations that are reimbursable will be inspected for quantities that will be reviewed and verified, comparing utility company records prior to payment by Escambia County. This project includes a cost sharing agreement with ECUA for sanitary sewer improvements, to be reimbursed to the County.

16. **Plan Review:** Review submitted construction plans from the design engineers for completion, comments, concerns, and observations.

17. **Citizen Interface:** Consultant will act as primary point of contact for citizen comments, inquiries and complaints for this construction project. Consultant will maintain Maintenance of Traffic (MOT) from start of construction through completion of punch list, as provided and funded by the contractors per the Traffic Control Plans. Consultant will also maintain (1) static message boards, as provided by the contractors. One shall be for standard project documentation, permits, etc. Location shall be within the project location, to be determined by the Project Coordinator. Location shall be determined by the Project Coordinator.

Exhibit B

Schedule

The schedule for PD 17-18.015, Construction, Engineering, Inspection (CEI) and Program Management Services for Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue) is predicated by the Construction Project.

CONSTRUCTION ENGINEERING and INSPECTION (CEI) ESTIMATE OF WORK EFFORT

DESCRIPTION: **C.E.I. for Olive Road East Phase 2**

Financial Management No. **PD 17-18.015**
COUNTY: **ESCAMBIA**

Mott MacDonald Hours / Fee Breakdown (Full Project Administration, Half-time Senior, Quarter-time Inspector)

Construction Contract(s), Consultant Services, Project No(s), and/or Personnel Classifications	2018										2019												2020					Totals in Hours	Totals in Months	Billing Rate	Fee $
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May				
Senior Project Engineer	0.1	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	145	0.88	175.00	$25,375.00
Project Engineer / CSS	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	1337	8.10	112.50	$150,412.50
Assistant Contract Support Specialist	0.01	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0.01	90.00	$180.00
Sr Inspector	0	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.25	0.25	0.25	0.25	0.25	1939	11.75	85.00	$164,815.00
Inspector	0	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	1073	6.50	65.00	$69,745.00
Inspector's Aide	0.01	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0.01	55.00	$110.00
Administrative Assistant	0.01	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0.01	55.00	$110.00
Totals in Man Months	0.43	1.08	1.08	1.08	1.08	1.08	1.08	1.08	1.08	1.08	1.08	1.08	1.08	1.08	1.08	1.08	1.08	1.08	1.08	1.08	1.08	1.08	0.83	0.83	0.83	0.83	0.83	4500	27.26	637.50	$410,747.50

Billing Rate Breakdown

Position	Average Wage Rate	Overhead (157.10%)	FCCM (0.18%)	Operating Margin (35%)	Expenses (8.45%)	Billing Rate
Senior Project Engineer	$58.192	$91.42	$0.10	$20.37	$4.92	$175.00
Project Engineer / CSS	$37.409	$58.77	$0.07	$13.09	$3.16	$112.50
Assistant Contract Support Specialist	$29.927	$47.02	$0.05	$10.47	$2.53	$90.00
Sr Inspector	$28.265	$44.40	$0.05	$9.89	$2.39	$85.00
Inspector	$21.614	$33.96	$0.04	$7.56	$1.83	$65.00
Inspector's Aide	$18.289	$28.73	$0.03	$6.40	$1.55	$55.00
Administrative Assistant	$18.289	$28.73	$0.03	$6.40	$1.55	$55.00

Total Fee **$410,747.50**

Final Ranking - February 6, 2018

Chris Curb				
PD 17-18.015, Construction, Engineering, Inspection (CEI) and Program Management Services for Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue)	Points	Mott MacDonald Florida, LLC	HDR Construction Control Corporation	Dewberry Engineers Inc.
Experience with design and inspections of Highways or Roads and associated infrastructure. The firm's experience preparing and inspection of roadway design and plans for Escambia County is a consideration. The firm should be familiar with the Florida Green Book, Escambia County Technical Specifications, FDOT Design Standards, FDOT Standard Specifications for Road and Bridge Construction, Federal Highway Administration, AASHTO, and MUTCD requirements.	30	30	26	27
Ability to handle environmental permitting and inspections of requirements associated with environmental permits. The firm shall be familiar with Environmental Resource Permitting requirements of the Northwest Florida Water Management District, as well as the requirements of Florida Department of Environmental Protection, and the Army Corps of Engineers.	20	20	19	18
Ability to handle utility coordination. The firm's response should demonstrate such experience in their response. The firm should also be familiar with and understand the utility companies that may be impacted during the design and construction of the project.	20	20	19	18
Recent and current workloads. The firm's recent and current workload should be considered in the selection criteria, such as how many projects and how much the firm is currently under contract with Escambia County. How many projects are listed in the firm's response? How many projects are active? The intent of this selection criterion is to provide a fair distribution of projects without loading any one firm with consideration of the firm's work pool.	10	8	8	10
Past record and performance, background experience & technical expertise of firm & individual team members. Past records of performance shall be considered in the selection criteria. Consultant evaluation records should be of a positive nature. Any negative consultant evaluations reflecting poor performance should be strongly considered with a low ranking. The firms should also be ranked based upon the record of performance reflected in their response. A firm without any past Escambia County evaluation records should not reflect a poor score. Record of performance should be clearly documented in their response. The qualifications of the firm and individuals within the firm shall be considered with respect to the GSA Codes identified above for this project.	10	10	9	8
Ability to communicate effectively with County Staff, Contractors, or Residents, when required. The firm should have the ability to effectively communicate with County Staff concerning any issues that may arise during design or in the construction phase. The firm should understand general practices of construction to be able to communicate with the contractor in the event changes to the plans need to be made during the construction phase. The firm should have the ability to effectively communicate with the general public throughout all phases of the project when they express their concerns of the project. This communication also extends to those firms with local and in-house disciplines should receive a higher ranking, than those utilizing a team due to the accessibility.	10	10	9	7
	Total	98	90	88

Final Ranking - February 6, 2018

Joy Jones				
PD 17-18.015, Construction, Engineering, Inspection (CEI) and Program Management Services for Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue)	Points	Mott MacDonald Florida, LLC	HDR Construction Control Corporation	Dewberry Engineers Inc.
Experience with design and inspections of Highways or Roads and associated infrastructure. The firm's experience preparing and inspection of roadway design and plans for Escambia County is a consideration. The firm should be familiar with the Florida Green Book, Escambia County Technical Specifications, FDOT Design Standards, FDOT Standard Specifications for Road and Bridge Construction, Federal Highway Administration, AASHTO, and MUTCD requirements.	30	29	28	27
Ability to handle environmental permitting and inspections of requirements associated with environmental permits. The firm shall be familiar with Environmental Resource Permitting requirements of the Northwest Florida Water Management District, as well as the requirements of Florida Department of Environmental Protection, and the Army Corps of Engineers.	20	20	20	20
Ability to handle utility coordination. The firm's response should demonstrate such experience in their response. The firm should also be familiar with and understand the utility companies that may be impacted during the design and construction of the project.	20	18	18	18
Recent and current workloads. The firm's recent and current workload should be considered in the selection criteria, such as how many projects and how much the firm is currently under contract with Escambia County. How many projects are listed in the firm's response? How many projects are active? The intent of this selection criterion is to provide a fair distribution of projects without loading any one firm with consideration of the firm's work pool.	10	9	8	10
Past record and performance, background experience & technical expertise of firm & individual team members. Past records of performance shall be considered in the selection criteria. Consultant evaluation records should be of a positive nature. Any negative consultant evaluations reflecting poor performance should be strongly considered with a low ranking. The firms should also be ranked based upon the record of performance reflected in their response. A firm without any past Escambia County evaluation records should not reflect a poor score. Record of performance should be clearly documented in their response. The qualifications of the firm and individuals within the firm shall be considered with respect to the GSA Codes identified above for this project.	10	9	9	9
Ability to communicate effectively with County Staff, Contractors, or Residents, when required. The firm should have the ability to effectively communicate with County Staff concerning any issues that may arise during design or in the construction phase. The firm should understand general practices of construction to be able to communicate with the contractor in the event changes to the plans need to be made during the construction phase. The firm should have the ability to effectively communicate with the general public throughout all phases of the project when they express their concerns of the project. This communication also extends to those firms with local and in-house disciplines should receive a higher ranking, than those utilizing a team due to the accessibility.	10	10	10	10
	Total	95	93	94

Final Ranking - February 6, 2018

Leslie Sanchez				
PD 17-18.015, Construction, Engineering, Inspection (CEI) and Program Management Services for Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue)	Points	Mott MacDonald Florida, LLC	HDR Construction Control Corporation	Dewberry Engineers Inc.
Experience with design and inspections of Highways or Roads and associated infrastructure. The firm's experience preparing and inspection of roadway design and plans for Escambia County is a consideration. The firm should be familiar with the Florida Green Book, Escambia County Technical Specifications, FDOT Design Standards, FDOT Standard Specifications for Road and Bridge Construction, Federal Highway Administration, AASHTO, and MUTCD requirements.	30	27	27	26
Ability to handle environmental permitting and inspections of requirements associated with environmental permits. The firm shall be familiar with Environmental Resource Permitting requirements of the Northwest Florida Water Management District, as well as the requirements of Florida Department of Environmental Protection, and the Army Corps of Engineers.	20	18	18	18
Ability to handle utility coordination. The firm's response should demonstrate such experience in their response. The firm should also be familiar with and understand the utility companies that may be impacted during the design and construction of the project.	20	18	18	17
Recent and current workloads. The firm's recent and current workload should be considered in the selection criteria, such as how many projects and how much the firm is currently under contract with Escambia County. How many projects are listed in the firm's response? How many projects are active? The intent of this selection criterion is to provide a fair distribution of projects without loading any one firm with consideration of the firm's work pool.	10	8	9	9
Past record and performance, background experience & technical expertise of firm & individual team members. Past records of performance shall be considered in the selection criteria. Consultant evaluation records should be of a positive nature. Any negative consultant evaluations reflecting poor performance should be strongly considered with a low ranking. The firms should also be ranked based upon the record of performance reflected in their response. A firm without any past Escambia County evaluation records should not reflect a poor score. Record of performance should be clearly documented in their response. The qualifications of the firm and individuals within the firm shall be considered with respect to the GSA Codes identified above for this project.	10	9	8	8
Ability to communicate effectively with County Staff, Contractors, or Residents, when required. The firm should have the ability to effectively communicate with County Staff concerning any issues that may arise during design or in the construction phase. The firm should understand general practices of construction to be able to communicate with the contractor in the event changes to the plans need to be made during the construction phase. The firm should have the ability to effectively communicate with the general public throughout all phases of the project when they express their concerns of the project. This communication also extends to those firms with local and in-house disciplines should receive a higher ranking, than those utilizing a team due to the accessibility.	10	9	8	8
	Total	89	88	86

Final Ranking - February 6, 2018

PD 17-18.015, Construction, Engineering, Inspection (CEI) and Program Management Services for Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue)	Mott MacDonald Florida, LLC	HDR Construction Control Corporation	Dewberry Engineers Inc.
Chris Curb	98	90	88
Joy Jones	95	93	94
Leslie Sanchez	89	88	86
Total	282	271	268

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13893 **County Administrator's Report 10. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/05/2018
Issue: Contract Award for Grande Lagoon Drainage Improvements, Phase II
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award Grand Lagoon Drainage Improvements Project - Phase II - Paul Nobles, Purchasing Manager, Office of Purchasing

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 17-18.016, Grand Lagoon Drainage Improvements Project - Phase II, in the amount of $275,420.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 12EN2061]

BACKGROUND:

The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling two-hundred ten (210) calendar days.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on December 19, 2017 and December 26, 2017. A Non-Mandatory Pre-Solicitation Conference was held on January 3, 2018. Six firms were represented at that meeting. Bids were received from six contractors on January 24, 2018. 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 12EN2061

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form D: Road/Drainage will be utilized.

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

Recommendation to Award Checklist

Bid Tabulation

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

Site and Utility, LLC

For

PD 17-18.016 Grande Lagoon Drainage Improvements, Phase II

FORM D: Road/Drainage

(Revised June 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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Exhibit H/Working Drawings / Plans prepared by Engineer and Identified as Follows:		
	[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 corporation for profit, to perform all work ("Work") in connection with Grande Lagoon Drainage Improvements, Phase II ("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 SEVENTY-FIVE THOUSAND, FOUR HUNDRED TWENTY DOLLARS

$ 275,420.00

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 eighty (180) 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 two-hundred ten (210) 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:

Escambia County Department of Public Works
3363 West park Place
Pensacola Florida 32505
Attention: Derek Fox

B. All correspondence with the Contractor will be addressed to the following:

Site and Utility, LLC
17 W. Maxwell St.
Pensacola, FL 32501
Attention: Bobby Godfrey, 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: _____

County Administrator

Witness: _____

Date: _____

CONTRACTOR:
Site and Utility, LLC, a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: President

Date: _____

(Corporate Seal)

BCC Approved: April 5, 2018

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its

responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit Four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

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

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.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all

activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being

done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

9.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise

agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney’s and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor’s obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County’s negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney’s fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be

designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18

of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set

forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to

any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer’s substantial completion inspection. From the Engineer’s list of incomplete or unsatisfactory items, a schedule for the County’s review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All

direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other

submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)
_____
_____ (Authorized Signature)
Witness
_____
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
_____
Witnesses
(Business Address)
_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the

provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator
   Office of Purchasing
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or

the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on

the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____ [Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F

CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

 Check if applicable and provide written confirmation from the bonding company/agent

(attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

By: _____

Engineer

By: _____

Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:

Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ' Bid unit price for Bituminous Material.

Id ' Asphalt Price Index during the month in which the material is incorporated into the project.

Ib ' Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Grande Lagoon Drainage Improvements Phase II

Bid Number PD: 16-17.016

Opening Date/Time: 1/25/2018

Purchasing Agent: Buzz Roggenbuck

Client Department: Engineering Dept. Director/Designee: Derek Fox

Protest Information: Grande Lagoon Drainage Improvements Phase II

Note: Purchasing will advise of any Protest(s)

Requisition # After Board Approval Verify

Fund: 352 LOST III Verify

Cost Center: 210107 Verify

Object Code: 56301 Verify

Project Number: 12EN2061 Verify

Digitally signed by Robin Lambert
DN: cn=Robin Lambert, o=Public Works, ou=BOCC, email=rflamber@myescambia.com, c=US
Date: 2018.02.21 10:49:39 -06'00'

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation **Yes** **No**
Note: Attachments to Requisition shall Reference PD #_____

Comments Applicable to General Information Section:

(See Attached Tab Sheet)

SECTION 2 **- RECOMMENDED AWARD SECTION -**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Grand Lagoon Drainage Improvements Phase II
Bid Tabulation:
Site & Utility = $275,420.00

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: _____

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=djones@myescambia.com, c=US
2018.02.26 14:05:32 -06'00'

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).

Public Notice of Recommended Award

Bid Tabulation

Solicitation Number: PD 17-18.016

Solicitation Name: Grand Lagoon Drainage Improvements - Phase II

Bid Opening Time: 3:00 p.m. CDT
Bid Opening Date: 1/24/2018
Bid Opening Location: Rm 11.407

Name of Bidder(s)	Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation 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
BKW, Inc.	Y	B	Y	Y	Y	Y	Y			$ 351,188.90
Chavers Cponstruction, Inc.	Y	B	Y	Y	Y	Y	Y			$ 410,169.30
Gulf Atlantic Constructors, Inc.	Y	B	Y	Y	Y	Y	Y			$ 460,192.00
J. Miller Construction, Inc.	Y	B	Y	Y	Y	Y	Y			$ 340,500.00
Roads, Inc. of NWF	Y	B	Y	Y	Y	Y	Y			$ 507,645.07
Site and Utilitiy, LLC	Y	B	Y	Y	Y	Y	Y			$ 275,420.00

Bids Opened By: Buzz Roggenbuck, Sr. Purchasing Coordinator — **Date:** 01/24/18 — **Status:**

Bids Tabulated By: Buzz Roggenbuck, Sr. Purchasing Coordinator — **Date:** 01/24/18 — Recommended Award

Bids Witnessed By: Derek Fox, Project Manager — **Date:** 01/24/18 — **CAR Date:** 3/23/2018 — **BOCC Date:** 4/5/2018

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Site and Utility, LLC. ,in the amount of $ 275,420.00.

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inpsection and copying at the office of the Purchasing Manager.

Notes: N/A

Posted: 2:00 p.m. CST on 03/07/18	**Form Completed By:** BR

Grande Lagoon Drainage Improvements - Phase II
Bid Tabulation (Addendum No. 1)

Bid Form Item No.	Section	Category	Sub Category	Quantity	Unit	BKW, Inc.		Chavers Construction, Inc.		Gulf Atlantic Constructors, Inc.		J. Miller Construction, Inc.		Roads, Inc. of NWF		Site and Utility, LLC	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	02100-	00102	Mobilization, 16 - 30 Miles	1	LS	$ 14,155.65	$ 14,155.65	$ 52,106.30	$ 52,106.30	$ 60,295.00	$ 60,295.00	$ 28,305.00	$ 28,305.00	$ 90,229.38	$ 90,229.38	$ 33,350.00	$ 33,350.00
2	03100-	00102	Clearing and Grubbing (including Trees UNDER 12" dia.), per County Specifications 2230	7000	SY	$ 6.40	$ 44,800.00	$ 6.75	$ 47,250.00	$ 9.00	$ 63,000.00	$ 3.00	$ 21,000.00	$ 4.00	$ 28,000.00	$ 3.00	$ 21,000.00
3	03100-	00105	Remove Tree, 13"-24"	4	EA	$ 3,361.13	$ 13,444.52	$ 1,000.00	$ 4,000.00	$ 695.00	$ 2,780.00	$ 750.00	$ 3,000.00	$ 1,961.90	$ 7,847.60	$ 400.00	$ 1,600.00
4	04100-	00101	Earthwork Excavation by machine	2710	CY	$ 23.41	$ 63,441.10	$ 15.00	$ 40,650.00	$ 17.50	$ 47,425.00	$ 10.00	$ 27,100.00	$ 21.17	$ 57,370.70	$ 8.00	$ 21,680.00
5	04100-	00104	Earthwork Borrow, FDOT Specification 120-2.2.2	491	CY	$ 41.13	$ 20,194.83	$ 12.00	$ 5,892.00	$ 27.50	$ 13,502.50	$ 25.00	$ 12,275.00	$ 31.89	$ 15,657.99	$ 7.00	$ 3,437.00
6	04100-	00107	Earthwork Establishing Grade, County Specs 2300	6760	SY	$ 1.63	$ 11,018.80	$ 5.00	$ 33,800.00	$ 2.50	$ 16,900.00	$ 4.00	$ 27,040.00	$ 0.91	$ 6,151.60	$ 3.00	$ 20,280.00
7	04100-	00108	Re-establish Grade on Ditch, County Specs 2300	240	SY	$ 1.91	$ 458.40	$ 9.00	$ 2,160.00	$ 37.50	$ 9,000.00	$ 10.00	$ 2,400.00	$ 7.63	$ 1,831.20	$ 6.00	$ 1,440.00
8	04100-	00109	Remove and Replace Unsuitable Materials	100	CY	$ 43.82	$ 4,382.00	$ 25.00	$ 2,500.00	$ 30.00	$ 3,000.00	$ 40.00	$ 4,000.00	$ 53.06	$ 5,306.00	$ 25.00	$ 2,500.00
9	04100-	00118	Dewatering, Well Point	2150	LF	$ 21.33	$ 45,859.50	$ 8.00	$ 17,200.00	$ 12.50	$ 26,875.00	$ 10.00	$ 21,500.00	$ 25.79	$ 55,448.50	$ 5.00	$ 10,750.00
10	04100-	00120	Dewatering Pump	60	Day	$ 93.47	$ 5,608.20	$ 250.00	$ 15,000.00	$ 700.00	$ 42,000.00	$ 250.00	$ 15,000.00	$ 448.91	$ 26,934.60	$ 150.00	$ 9,000.00
11	04100-	00121	Dewatering Permit Sampling, Per Specification Section 2300, Part 3	10	EA	$ 1,212.97	$ 12,129.70	$ 1,000.00	$ 10,000.00	$ 650.00	$ 6,500.00	$ 300.00	$ 3,000.00	$ 776.48	$ 7,764.80	$ 600.00	$ 6,000.00
12	04200-	00107	Grade Pond Slopes	4860	SY	$ 1.63	$ 7,921.80	$ 5.00	$ 24,300.00	$ 1.50	$ 7,290.00	$ 3.50	$ 17,010.00	$ 1.92	$ 9,331.20	$ 2.00	$ 9,720.00
13	07600-	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	LS	$ 926.05	$ 926.05	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 4,000.00	$ 4,000.00	$ 24,166.44	$ 24,166.44	$ 3,470.00	$ 3,470.00
14	08400-	00108	Tied Concrete Block Material, Per County Spec 3310	466	SY	$ 72.42	$ 33,747.72	$ 91.00	$ 42,406.00	$ 65.00	$ 30,290.00	$ 90.00	$ 41,940.00	$ 81.65	$ 38,048.90	$ 68.00	$ 31,688.00
15	08500-	00105	Remove Existing Concrete	5	CY	$ 880.52	$ 4,402.60	$ 100.00	$ 500.00	$ 250.00	$ 1,250.00	$ 300.00	$ 1,500.00	$ 445.90	$ 2,229.50	$ 60.00	$ 300.00
16	08600-	00101	Misc. Concrete	3	CY	$ 366.95	$ 1,100.85	$ 1,000.00	$ 3,000.00	$ 500.00	$ 1,500.00	$ 1,200.00	$ 3,600.00	$ 523.17	$ 1,569.51	$ 1,000.00	$ 3,000.00
17	09100-	00904	Reconstruct Inlet Wall	0.5	CY	$ 1,525.32	$ 762.66	$ 2,000.00	$ 1,000.00	$ 3,500.00	$ 1,750.00	$ 2,000.00	$ 1,000.00	$ 2,092.70	$ 1,046.35	$ 2,000.00	$ 1,000.00
18	09400-	00102	Class II Concrete for Endwalls	45	CY	$ 234.82	$ 10,566.90	$ 700.00	$ 31,500.00	$ 995.00	$ 44,775.00	$ 650.00	$ 29,250.00	$ 915.55	$ 41,199.75	$ 1,000.00	$ 45,000.00
19	09400-	00103	Reinforcing Steel for Endwalls	2500	LB	$ 3.23	$ 8,075.00	$ 2.00	$ 5,000.00	$ 2.50	$ 6,250.00	$ 1.50	$ 3,750.00	$ 1.83	$ 4,575.00	$ 2.00	$ 5,000.00
20	13100-	00102	Centipede Sod, Staked, over 1000sy	6100	SY	$ 4.85	$ 29,585.00	$ 4.00	$ 24,400.00	$ 4.50	$ 27,450.00	$ 5.00	$ 30,500.00	$ 3.92	$ 23,912.00	$ 3.10	$ 18,910.00
21	13100-	00103	St Augustine Sod, Staked, less than 1000sy	900	SY	$ 5.66	$ 5,094.00	$ 5.00	$ 4,500.00	$ 6.00	$ 5,400.00	$ 7.00	$ 6,300.00	$ 6.54	$ 5,886.00	$ 5.50	$ 4,950.00
22	13300-	00101	Silt Fence Type III, less than 500lf	200	LF	$ 3.71	$ 742.00	$ 2.00	$ 400.00	$ 2.50	$ 500.00	$ 3.00	$ 600.00	$ 16.90	$ 3,380.00	$ 6.00	$ 1,200.00
23	13300-	00105	Staked Turbidity Barrier	20	LF	$ 66.96	$ 1,339.20	$ 50.00	$ 1,000.00	$ 5.00	$ 100.00	$ 60.00	$ 1,200.00	$ 92.16	$ 1,843.20	$ 10.00	$ 200.00
24	13300-	00106	Floating Turbidity Barrier	77	LF	$ 33.14	$ 2,551.78	$ 50.00	$ 3,850.00	$ 13.50	$ 1,039.50	$ 40.00	$ 3,080.00	$ 58.22	$ 4,482.94	$ 10.00	$ 770.00
25	13300-	00113	NPDES Construction General Permit, NOI, and NOT (including SWPPP and monitoring), for use only with disturbed areas over 1.0 acre	1	EA	$ 408.65	$ 408.65	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 4,000.00	$ 4,000.00	$ 11,931.07	$ 11,931.07	$ 1,615.00	$ 1,615.00
26	14300-	00102	6' Wood Fence (Non alternating Vertical Boards)	220	LF	$ 20.94	$ 4,606.80	$ 10.00	$ 2,200.00	$ 25.00	$ 5,500.00	$ 15.00	$ 3,300.00	$ 16.94	$ 3,726.80	$ 13.00	$ 2,860.00
27	14400-	00101	Remove Existing 6' Wood Fence	220	LF	$ 5.48	$ 1,205.60	$ 10.00	$ 2,200.00	$ 3.50	$ 770.00	$ 5.00	$ 1,100.00	$ 7.68	$ 1,689.60	$ 3.00	$ 660.00
28	14500-	00102	Corner Post, Wood Post, 6' Wood Fence	10	EA	$ 21.04	$ 210.40	$ 95.00	$ 950.00	$ 25.00	$ 250.00	$ 50.00	$ 500.00	$ 17.00	$ 170.00	$ 15.00	$ 150.00
29	15100-	00101	Misc. Irrigation	1	LS	$ 1,617.29	$ 1,617.29	$ 1,575.00	$ 1,575.00	$ 3,500.00	$ 3,500.00	$ 6,800.00	$ 6,800.00	$ 3,269.84	$ 3,269.84	$ 1,200.00	$ 1,200.00
30			Gripple Anchors	470	EA	$ 1.77	$ 831.90	$ 39.00	$ 18,330.00	$ 40.00	$ 18,800.00	$ 35.00	$ 16,450.00	$ 48.18	$ 22,644.60	$ 27.00	$ 12,690.00
						Total =	$ 351,188.90	Total =	$ 410,169.30	Total =	$ 460,192.00	Total =	$ 340,500.00	Total =	$ 507,645.07	Total =	$ 275,420.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13655 **County Administrator's Report 10. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/05/2018
Issue: Contract Award for Psychiatry Services (with Telemed Option) for Escambia County Corrections
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Psychiatry Services (with Telemed Option) for Escambia County Corrections - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and LocumTenens.com, LLC, per the terms and conditions of PD 17-18.003, Psychiatry Services (with Telemed Option) for a term of one year, with possible two additional one-year renewal terms. Anticipated expenditure for the remainder of Fiscal Year 2017-2018 is $93,035.

[Funding: Fund 001, General Fund; Cost Center 290402, Inmate Medical; Object Code 53101, Professional Services]

BACKGROUND:

An Invitation to Bid for PD 17-18.003, Psychiatry Services (with Telemed Option) was publicly noticed on January 2, 2018, and was sent to five firms that had expressed an interest in the solicitation. A non-mandatory Pre-Solicitation Conference was held January 17, 2018, at 10:00 AM CST in the Office of Purchasing, however, no firms attended. Questions were submitted by two firms prior to the question submission deadline, and an Addendum was issued with answers to the questions. One response was received, from LocumTenens.com, LLC, on February 1, 2018.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund; Cost Center 290402, Inmate Medical; Object Code 53101, Professional Services

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Kristin Hual, Assistant County Attorney.

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 Agreement and the Escambia County Corrections Department will administer the Contract.

Attachments

Recommendation to Award Checklist
Bid Tab Recommendation
Agreement
Original Solicitation

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 - GENERAL INFORMATION SECTION -

Description: Psychiatry Services (with Telemed Option)

Bid Number: PD 17-18.003

Opening Date/Time: February 01, 2018 at 2:00 PM CST

Purchasing Agent: Jeffrey Lovingood

Client Department: EC Corrections Dept. Director/Designee: Tamyra S. Jarvis

Protest Information: N/A

Note: Purchasing will advise of any Protest(s)

Requisition #: N/A

Fund #: 001 Fund Title: General Fund

Cost Center #: 290402 Cost Center Title: Inmate Medical

Object Code #: 53101 Object Code Title: Professional Services

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation (●) Yes ( ) No
Note: Attachments to Requisition shall Reference PD # 0

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 that LocumTenens be awarded PD17-18.003

Unit Price Extensions Checked by: Jeff Lovingood

(Signature) _____ (Date) 2/1/18

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing [ ] Yes [✓] No Client Department [ ] Yes [ ] No
If Yes, Please Document in Space Provided:

SECTION 3 -CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION

Department Director/Designee Approval: _____
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval: _____
(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

F0125

Public Notice of Recommended Award

Bid Tabulation

Solicitation Number: PD 17-18.003
Solicitation Name: Psychiatry Services (with Telemed Option)

Bid Opening Time:
Bid Opening Date:
Bid Opening Location: Rm 11.407

Name of Bidder(s)	Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Service Type	Regular Hourly Rate	Weeknight Call	Weekend Call - 24-Hour Period
LocumTenens	Y	N/A	Y	Y	Y	Y	Y	Psychiatrist via Telepsychiatry	$230.00	$375.00	$750.00
								Psychiatric Nurse Practitioner via Telepsychiatry	$135.00	$250.00	$500.00

Bids Opened By: Jeff Lovingood, Purchasing Specialist **Date:** 2/1/2018 **Status:**

Bids Tabulated By: Jeff Lovingood, Purchasing Specialist **Date:** 2/1/2018 **Recommendation**

Bids Witnessed By: Whitney Lucas, Corrections Financial Mgr. **Date:** 2/1/2018 **CAR Date:** 2/16/2018 **BOCC Date:** **3/1/2018**

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** LocumTenens

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes: Per LocumTenens, Telepsychiatry fees are included and will include all software 24/7 support for the provider and for the County.
Overtime will apply after 40 hours per week at 1.25 times the regular hourly rate.

Posted: **2/5/18 11:00 AM** **Form Completed By:** **JDL**

AGREEMENT FOR PSYCHIATRY SERVICES (PD 17-18.003)

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"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and LocumTenens.com, LLC (hereinafter referred to as "Contractor"), a foreign for profit limited liability company authorized to conduct business in the State of Florida, FEI/EIN 58-2535465, whose principal address is 2655 Northwinds Parkway, Alpharetta, GA 30009.

WITNESSETH:

WHEREAS, on January 2, 2018, the County issued an Invitation to Bid (PD 17-18.003) seeking a licensed provider to provide psychiatry services with a "telemed" delivery option for inmates in the custody of the Escambia County Department of Corrections; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for a term of one (1) year. Upon mutual agreement of the parties, this agreement may be renewed for two additional twelve (12) month terms. The total duration of this Agreement, including the exercise of all options to renew/extend, shall not exceed the duration of three (3) years.

3. Scope of Services. Contractor agrees to perform in accordance with the Scope of Services set forth in Escambia County's *Invitation to Bid for Psychiatry Services (with Telemed Option), Specification No. P.D. 16-17.094*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in accordance with the Fee Schedule, attached hereto as **Exhibit B**.

5. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services performed with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place, Suite 140
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended (the "Act").

6. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing thirty (30) days written notice to the County.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any 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, its employees or agents, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the Contractor's duties hereunder. 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 Escambia County's indemnification right under this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. During the term of this Agreement, Contractor shall procure and maintain, at its sole expense, 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) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
(c) Professional Liability with $1,000,000 per occurrence minimum limit.
(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. 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.

9. 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: LocumTenens.com, LLC Attention: Terrence O. Smith 2655 Northwinds Pkwy Alpharetta, GA 30009	To: Escambia County Attention: County Administrator 221 Palafox Place Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

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 shall be in the County of Escambia.

11. 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

12. 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.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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.

[SIGNATURE PAGE TO FOLLOW]

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

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONTRACTOR: LOCUMTENENS.COM, LLC

_____
Witness

By: _____
Terrence O. Smith, Vice President

Date: _____

_____
Witness

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/14/18

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Escambia County Corrections

Scope of Practice for Escambia County Community Corrections: Psychiatry Services

The following psychiatric services are to be provided at the Escambia County Jail. Respondents can include staffing agencies, individual contractors, or tele-psychiatrists (referred to as Contractor in this Scope). A Psychiatric ARNP will be considered if the eligible contractor has an existing collaborative Psychiatrist agreement. The Escambia County Jail will not provide a collaborative Psychiatrist.

Eligible Psychiatrists and/or Psychiatric ARNP's must have the following prior to providing services at Escambia County Jail:

- Possess current Florida state license in good standing
- Possess current CPR certification (this can be waived if using telepsychiatry)
- Possess proof of pre-employment screening to include a TB skin test or chest x-ray, professional references, criminal background check, and drug screening.
- Possess board certification in Psychiatry

General Description:
Contractor shall provide all psychiatric services for Escambia County Jail. This includes inpatient and outpatient psychiatric services, after hours and weekends (on call). The contractor shall provide psychiatric assessment and medication management as well as consultation to the Licensed Mental Health Counselors. The contractor will have both direct and indirect contact with the patients (inmates) and will be responsible for documenting all encounters accordingly in the client's medical record. All medications must be ordered through the electronic medical record system.

Services
Contractor:

1. Admissions and discharges to/from the inpatient unit.
2. Psychiatric Clinic: Assessment and treatment of those patients with psychotic disorders (i.e. Schizophrenia, Schizoaffective, Major Depression with psychosis, Bipolar with psychosis, etc.) and other disorders as deemed appropriate by the psychiatrist.
3. Assessment and treatment of those patients with non-psychotic illnesses (i.e. Major Depression, Generalized Anxiety, PTSD, Bipolar, etc.)
4. Medication management
5. Daily inpatient rounds
6. On call duties for emergency situations
7. Ensure accurate and timely documentation of all encounters (both direct and indirect) with all patients

using the existing electronic medical record.
8. Review all outside medical records to determine what (if any) psychotropic should be continued
9. Review all necessary labs
10. Review and update the chronic care: mental illness protocol at least yearly with the Director of Mental Health
11. Clinical coordination with the Medical Director as needed
12. Other duties as required

The contractor must comply with all Florida Model Jail Standards (FMJS) and accreditation requirements set forth by the Florida Corrections Accreditation Commission (FCAC) and the National Commission on Correctional Healthcare (NCCHC).

The contractor must be able to meet the medical labor demands of the Escambia County Corrections Health Services Department. The contractor will be required to use the existing electronic medical record, training on its use will be provided by the Director of Mental Health or designee.

The contractor shall provide both hourly rates for the contract for the following positions:
1. Psychiatrist
2. Psychiatric ARNP
3. Any associated fees related to telemedicine, if applicable

The contractor should not exceed 30 hours per week, unless authorized by the Director of Mental Health. The contractor will be expected to provide a timesheet approved by the Director of Mental Health or her designee.

The contractor shall provide on call rates for his/her services.

The contractor shall adhere to all Escambia County Jail's Health Services Section policies and procedures.

The contractor shall ensure that the Director of Mental Health, Detention Commander, or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new contractor being assigned to work at the Escambia County Jail.

All persons assigned to work at the Escambia County Jail by a staffing agency shall remain employed by the staffing agency. The staffing agency will provide workers' compensation coverage for all persons assigned to work at the Escambia County Jail and the staffing agency will provide payment and benefits directly to the individuals providing services at the Escambia County Jail. Such pay and benefits shall be agreed upon by the staffing agency and the individual psychiatrist and/or Psychiatric ARNP assigned to the Escambia County Jail. Escambia County Jail will pay the staffing agency directly and any dispute regarding wages or benefits shall be between the psychiatrist and/or psychiatric ARNP assigned to the Escambia County Jail and the staffing agency.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 16, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.003 Psychiatry Services (with Telemed Option)

All:

We recently sent you an Invitation to Bid on the above-mentioned specification.

The following page(s) of Addendum Number 1 provides for answers to questions submitted in writing.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Question 1: Will there be multiple awardees

Answer 1: No.

Question 2: May a locum tenens agency bid?

Answer 2: Yes.

Question 3: Are you looking for one provider to provide coverage or can multiple providers deliver services?

Answer 3: As this is not a project with multiple awardees, we are seeking one provider.

Question 4: Will awardess be allowed to opportunity to negotiate the terms of the contract prior to signing?

Answer 4: Given that this is an Invitation to Bid, we are requesting each bidder to provide their best and final offer to the County in a sealed envelope. There will be no negotiation regarding the terms of the agreement.

Question 5: If a firm takes exception to the Terms and Conditions in the Invitation to Bid, should it be noted in our bid?

Answer 5: Firms should consider the Terms and Conditions in the Invitation to Bid as firm and not negotiable.

Question 6: Are there penalties incurred if a firm is unable to fill any of the openings?

Answer 6: Yes, a penalty may be incurred as it is crucial to the successful operation of the facility that a psychiatrist be available. Details regarding any potential penalty will be covered during the pre-solicitation conference.

Question 7: How many hours are anticipated to be on-site versus via Telemed?

Answer 7: This will vary based on the firm's fee. Hours are contingent upon the rate as there is limited funding for this service. Ideally, the County would prefer at least thirty (30) hours of services per week. Whether those hours are delivered in person or via Telemed is open for discussion.

Question 8: Would the County be willing to delete clause(s) regarding potential penalties for not filling a position?

Answer 8: No.

Question 9: What is the estimate for the number of patients a provider would see per day?

Answer 9: This answer varies by provider and length of shift. A previous firm saw approximately 20 initial assessments in a 4-6-hour period. For follow-up appointments, this same firm would see 25-30 patients per 4-6-hour shift. Ideally, the selected firm would average 30-45 minutes for initial assessments and 15-20 minutes for follow-up appointments.

Question 10: Is there an incumbent provider?

Answer 10: Locum Tenens.

Question 11: Are candidates required with the proposal?

Answer 11: No.

Question 12: How much advance notice will a firm receive prior to a service being performed?

Answer 12: The current provider offers services on a set schedule so any new vendor will need to provide a routine service in order to accommodate the needs of the County.

Question 13: Can we propose an addendum to the agreement to incorporate locums-specific language?

Answer 13: Any recommended changes would need to be submitted in writing and approved by the County's legal team.

Question 14: Will the County agree to waive Worker's Compensation Insurance requirements for physicians? Locum Tenens providers are independent contractors and, as such, are not employees. Therefore, this insurance would not be applicable.

Answer 14: No, the County cannot remove the requirement. The County would, however, accept a Certificate of Exemption from the State of Florida or proof of ineligibility. The County's agreement will include language requiring Worker's Compensation coverage (if applicable) and identify the contracting party as an independent contractor (NOT an employee of the County).

Question 15: Please provide a forecast for the number of hours of locum tenens services for the term of the contract.

Answer 15: As noted in Answer 7, estimates for services provided are based on the firm's rate and the department's available budget. The higher the fees, the fewer the hours available.

Question 16: Can you please provide the current incumbent hourly bill rates for the positions being requested in the bid?

Answer 16: The current rate for a Psychiatrist is $230/hour.

Question 17: Is there a performance bond required for this solicitation?

Answer 17: No.

Question 18: What are the technical specifications for the tele-psychiatry component? Will the provider need their own equipment? Will the provider have access to the County's system?

Answer 18: The County will issue the provider a laptop which will be utilized to connect to the County's network. The providers will not be able to utilize personal equipment to access the County network. This will include access to County email and the EMR.

PRICING SCHEDULE

	All-Inclusive		
	Regular Hourly Rate	Weeknight Call	Weekend Call 24-Hour Period
Psychiatrist via telepsychiatry	$230.00	$375.00	$750.00
Psychiatric Nurse Practitioner via telepsychiatry	$135.00	$250.00	$500.00

NOTES:
*Telepsychiatry fees are included and will include all software 24/7 support for the provider and for the county.
**Overtime will apply after 40 hours per week at 1.25 x the regular hourly rate.

EXHIBIT
tabbies
B

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

Psychiatry Services (with Telemed Option)
SPECIFICATION NUMBER PD 17-18.003

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, FEBRUARY 01, 2018
Office of Purchasing, room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, January 17, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Douglas Underhill
Steven Barry
Grover Robinson, IV

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid

amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.
In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and

objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
PSYCHIATRY SERVICES (WITH TELEMED OPTION)
SPECIFICATION PD 17-18.003

HOW TO SUBMIT YOUR BID:

Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:

- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Payment and Performance Bonds

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

Psychiatry Services (with Telemed Option)
PD 17-18.003

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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Solicitation, Offer, and Bid Form *	1
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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4980

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Psychiatry Services (with Telemed Option)

Solicitation Number PD 17-18.003

Solicitation

MAILING DATE: January 02, 2018
PRE-SOLICITATION CONFERENCE: A non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 10:00 AM CDT, January 17, 2018.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, February 01, 2018, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: ( ) _____
Toll Free: ( ) _____
Fax: ( ) _____

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 purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the bidder/proposer's offer shall result in the bid/proposal being rejected as non-responsive.***

Bid Form

Hourly Cost to Provide Outlined Services: $_____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____, 20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

☐ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

☐ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Check One)

Is this a Florida Corporation: ☐ Yes or No ☐

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: ☐ Yes or No ☐

Authorized to transact business in Florida: ☐ Yes or No ☐

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:
_____
(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:
_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____
Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the County shall affix his signature hereto, and this shall then constitute a written Agreement between parties. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose Any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submits a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502.

Specification Number PD 17-18.003, "Psychiatry Services (with Telemed Option)"
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work Please see Exhibit H (attached).

3. Procurement Questions

Procurement questions may be directed to Jeffrey Lovingood, Purchasing Specialist, 850-595-4953, JDLovingood@myescambia.com. Questions must be submitted via email no later the 5:00 PM CST, January 23, 2018.

4. Bid

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502, in Conference Room 11.407 on January 17, 2018, at 10:00 AM CST.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

6. Service Commencement

Service is expected to commence within sixty (60) days calendar days after receipt of purchase order.

7. Payment

Partial payments in the full amount for the value of services rendered and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

8. Emergency Services

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

9. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

10. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

C. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

D. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. Evaluation of Options

The County shall evaluate offers for award purposes by adding the total price. However, the evaluation of options will not obligate the County to exercise the option(s).

12. Price Adjustment

The contract resulting from this Solicitation may include provisions for annual price adjustments at the time of renewal request. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

14. Changes - Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

15. Licenses, Certifications, Registrations

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

17. Award

Award shall be made on an "all-or-none total" basis.

18. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

19. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Non-Contract Insurance Requirements

20. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract

documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's 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.

B. <u>Workers Compensation Coverage</u>

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. <u>General, Automobile and Excess or Umbrella Liability Coverage</u>

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 $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the

policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

The General Liability policy shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

E. 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.

F. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability and business auto policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Jeffrey Lovingood, Purchasing Specialist
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4953

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.

21. 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
Escambia County Corrections

Scope of Practice for Escambia County Community Corrections: Psychiatry Services

The following psychiatric services are to be provided at the Escambia County Jail. Respondents can include staffing agencies, individual contractors, or tele-psychiatrists (referred to as Contractor in this Scope). A Psychiatric ARNP will be considered if the eligible contractor has an existing collaborative Psychiatrist agreement. The Escambia County Jail will not provide a collaborative Psychiatrist.

Eligible Psychiatrists and/or Psychiatric ARNP's must have the following prior to providing services at Escambia County Jail:

- Possess current Florida state license in good standing
- Possess current CPR certification (this can be waived if using telepsychiatry)
- Possess proof of pre-employment screening to include a TB skin test or chest x-ray, professional references, criminal background check, and drug screening.
- Possess board certification in Psychiatry

General Description:
Contractor shall provide all psychiatric services for Escambia County Jail. This includes inpatient and outpatient psychiatric services, after hours and weekends (on call). The contractor shall provide psychiatric assessment and medication management as well as consultation to the Licensed Mental Health Counselors. The contractor will have both direct and indirect contact with the patients (inmates) and will be responsible for documenting all encounters accordingly in the client's medical record. All medications must be ordered through the electronic medical record system.

Services
Contractor:

1. Admissions and discharges to/from the inpatient unit.
2. Psychiatric Clinic: Assessment and treatment of those patients with psychotic disorders (i.e. Schizophrenia, Schizoaffective, Major Depression with psychosis, Bipolar with psychosis, etc.) and other disorders as deemed appropriate by the psychiatrist.
3. Assessment and treatment of those patients with non-psychotic illnesses (i.e. Major Depression, Generalized Anxiety, PTSD, Bipolar, etc.)
4. Medication management
5. Daily inpatient rounds
6. On call duties for emergency situations
7. Ensure accurate and timely documentation of all encounters (both direct and indirect) with all patients

using the existing electronic medical record.
8. Review all outside medical records to determine what (if any) psychotropic should be continued
9. Review all necessary labs
10. Review and update the chronic care: mental illness protocol at least yearly with the Director of Mental Health
11. Clinical coordination with the Medical Director as needed
12. Other duties as required

The contractor must comply with all Florida Model Jail Standards (FMJS) and accreditation requirements set forth by the Florida Corrections Accreditation Commission (FCAC) and the National Commission on Correctional Healthcare (NCCHC).

The contractor must be able to meet the medical labor demands of the Escambia County Corrections Health Services Department. The contractor will be required to use the existing electronic medical record, training on its use will be provided by the Director of Mental Health or designee.

The contractor shall provide both hourly rates for the contract for the following positions:
1. Psychiatrist
2. Psychiatric ARNP
3. Any associated fees related to telemedicine, if applicable

The contractor should not exceed 30 hours per week, unless authorized by the Director of Mental Health. The contractor will be expected to provide a timesheet approved by the Director of Mental Health or her designee.

The contractor shall provide on call rates for his/her services.

The contractor shall adhere to all Escambia County Jail's Health Services Section policies and procedures.

The contractor shall ensure that the Director of Mental Health, Detention Commander, or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new contractor being assigned to work at the Escambia County Jail.

All persons assigned to work at the Escambia County Jail by a staffing agency shall remain employed by the staffing agency. The staffing agency will provide workers' compensation coverage for all persons assigned to work at the Escambia County Jail and the staffing agency will provide payment and benefits directly to the individuals providing services at the Escambia County Jail. Such pay and benefits shall be agreed upon by the staffing agency and the individual psychiatrist and/or Psychiatric ARNP assigned to the Escambia County Jail. Escambia County Jail will pay the staffing agency directly and any dispute regarding wages or benefits shall be between the psychiatrist and/or psychiatric ARNP assigned to the Escambia County Jail and the staffing agency.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13769 **County Administrator's Report 10. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/05/2018
Issue: Contract Award for Construction, Engineering, and Inspection (CEI) Services for Cove Avenue and Detroit Boulevard Bridges Replacement
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Construction, Engineering, & Inspection Services for Cove Avenue and Detroit Boulevard Bridges Replacement - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Atkins North America, Inc., per the terms and conditions of PD 17-18.013, CEI (Construction, Engineering, & Inspection) Services for Cove Avenue and Detroit Boulevard Bridges Replacement, for a lump sum of $271,850.05.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #13EN2523]

BACKGROUND:

Request for Letters of Interest, PD 17-18.013, Construction, Engineering, and Inspection (CEI) Services for Cove Avenue and Detroit Boulevard Bridges Replacement, were publicly noticed on January 15, 2018, to ninety-five known firms. Responses were received from two firms on January 30, 2018.

HDR Construction Control Corporation
Atkins North America, Inc.

The firms were ranked as follows on February 15, 2018
#1 Atkins North America, Inc.
#2 HDR Construction Control Corporation

Negotiations were held on March 7, 2018 and March 9, 2018.

BUDGETARY IMPACT:

Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project #13EN2523

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Services.

PERSONNEL:

All work associated with the recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation in in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts, and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Agreement with Exhibits

Committee Ranking Sheet

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

ATKINS NORTH AMERICA, INC.

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of April, 2018, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Atkins North America, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose Principal Address is 4030 West Boy Scout Boulevard, Suite 700, Tampa, FL, 33607, and whose mailing address is 2114 Airport Boulevard, Suite 1450, Pensacola, FL 32504, and whose Federal tax identification number is 59-0896138 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: Atkins North America, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean (Name), (Title), (Department). In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for Construction, Engineering, and Inspection (C.E.I.) Services for Cove Avenue and Detroit Boulevard Bridge Replacements.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 17-18 in the amount of Two Hundred Seventy-One Thousand Eight Hundred Fifty Dollars and Five Cents ($271,850.05) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 17-18.013, Construction, Engineering, and Inspections (CEI) for Cove Avenue and Detroit Boulevard Bridge Replacements, and as represented in the Consultant's Letter of Interest response to PD 17-18.013, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $2,000,000.00.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Two Hundred Seventy-One Thousand Eight Hundred Fifty Dollars and Five Cents ($271,850.05). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

NOTICES:
Atkins North America, Inc.
2114 Airport Boulevard
Suite 1450
Pensacola, FL 32504

PAYMENTS:
Atkins North America, Inc.
P.O. Box 409357
Atlanta, GA 30384-9357

(d) Invoices to the County shall be sent to:
Escambia County Roads Department
Attention: Liz Bush
3363 West Park Place
Pensacola, FL 32505

Notices to the County shall be sent to:
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more

efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In

such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or

corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five-year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Jeffrey Lovingood, Purchasing Specialist, 213 Palafox Place, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days' notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing,

the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Atkins North America, Inc., signing by and through its President, George L. Nash, Jr., duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

_____
Witness

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

BCC Approved: April 5, 2018

CONSULTANT:
Atkins North America, Inc., a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
George L. Nash, Jr., President

By: _____
Secretary

Date: _____

EXHIBIT "A" & "B"

ATKINS

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

FOR

Detroit Blvd and Cove Ave. Bridge Replacements

Specification No.: PD 17-18.013

EXHIBIT A & B

SCOPE OF SERVICES CONSTRUCTION ENGINEERING AND INSPECTION

PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services Atkins will provide for contract administration, inspection, and materials sampling and testing for the construction project listed below.

SCOPE:

Provide services as defined in this Scope of Services, the referenced manuals, and procedures.

The projects for which the services are required are:

Project Name: Detroit Blvd and Cove Ave. Bridge Replacements
Descriptions: Bridge replacements on Detroit Blvd. and Cove Ave. over 8 Mile Creek

LENGTH OF SERVICE:

The services for this Task Authorization will begin upon issuance of a written notification to proceed by the County.

Track the execution of the Construction Contract such that Atkins is given timely authorization to begin work. While no personnel will be assigned until written notification by the County has been issued, Atkins will be ready to assign personnel within two weeks of notification.

The anticipated schedules and construction times for the projects are tabulated below:

Construction Contract Estimate

Letting Date (Mo/Day/Yr)	Start Date (Mo/Day/Yr)	Duration (Days)
Aug 09, 2017	Mar 05, 2018	210

ITEMS TO BE FURNISHED BY THE COUNTY TO ATKINS:

The County, on an as needed basis, will furnish the following Construction Contract documents. These documents may be provided in either paper or electronic format.

1. Construction Plans,
2. Specification Package,
3. Copy of the Executed Construction Contract, and
4. Utility Agency's Approved Material List (if applicable).

ITEMS FURNISHED BY THE CONSULTANT:

Office Automation:

Each inspection staff member will be equipped with a laptop computer (or tablet) and all software and hardware necessary to efficiently and effectively carry out their responsibilities. Ownership and possession of computer equipment and related software, which is provided by Atkins, shall remain with the Consultant.

All informational, contractual and other business required for this project will be through a system of paperless electronic means. When the specifications require a written submission of documentation, such documents will be submitted electronically.

Vehicles:

Vehicles will be equipped with appropriate safety equipment and will be able to effectively carry out requirements of this Agreement. Vehicles will have the Atkins logo displayed on both sides of the vehicle.

Field Equipment:

Atkins will supply inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items. Equipment described herein and expendable materials under this Agreement will remain the property of Atkins and shall be removed at completion of the work.

Handling of nuclear density gauges shall follow their license. Atkins will maintain proper Radioactive Materials License for use of Surface Moisture Density Gauges throughout the life of the Task Authorization.

Hard hats will have the name of the consulting firm visibly displayed. Atkins will retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment will be maintained and in operational condition at all times.

REQUIREMENTS OF THE CONSULTANT:

General:

Atkins will inform the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Atkins will keep the County's Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Sampling and Testing:

Atkins will perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. Provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

Sampling, testing and laboratory methods shall be as required by the Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract. Documentation reports on sampling and testing performed by Atkins will be maintained in the project office and submitted to the County upon project completion.

Atkins will contract with an FDOT approved laboratory to test concrete and soil properties and will bill the County in accordance with an approved rate schedule.

Since the final quantity of asphalt is less than 2000 tons, asphalt plant inspection will not be required. Visual inspection of asphalt only.

Engineering and Inspection Services:

Services will include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Atkins will maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services will be performed:

(1) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project and

permits.

(2) Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans and specifications for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents.

(3) Maintain detailed records of the Contractor's daily operations and of significant events that affect the work.

(4) Verify that the Contractor is conducting inspections, preparing reports, and monitoring all storm water pollution prevention measures associated with the project.

(5) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications.

(6) Monitor, inspect, and document utility construction for conformance with Utility Agency Standards and the Utility Agency's Approved Material List. Facilitate coordination and communication between Utility Agency's representatives, County staff and Contractor's executing the work. Identify potential utility conflicts and assist in resolution of utility issues including County and State-owned facilities.

(7) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork. Produce reports, verify quantity calculations and field measure for payment purposes and review contractor's monthly pay requests to prevent delays in Contractor operations and to facilitate prompt processing of such information for the County to make timely payment to the Contractor.

(8) Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the governing procedures.

(9) Provide information and be proactive in keeping the community aware of the status and traffic impacts of the project. Prepare a monthly report to submit to the County's Project Manager for distribution. Produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, the County's designee will approve all responses, letters, news releases and the like. Provide timely, professional responses to project inquiries including emails, telephone calls, etc. When required, coordinate general public information meetings, open houses, and community meetings as directed by the County's representatives.

(10) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

(11) Provide a digital camera for photographic documentation during construction. These photographs will be filed and maintained on the Atkins computer using a digital photo management system. Photographs will be taken the day prior to the start of

construction and continue as needed throughout the project.

PERSONNEL:

Personnel Qualifications:

Atkins will provide competent personnel qualified by experience and education. Provided staffing will have the appropriate certifications for Maintenance of Traffic, Florida Stormwater, Erosion, and Sedimentation Control Training, Earthwork Construction Inspection, Concrete Field Inspection, and Asphalt Roadway Inspection.

Staffing:

Once authorized, Atkin will establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, familiar with all aspects of construction and final measurements of the various pay items, will be available to resolve disputed final pay quantities until the County has received a regular acceptance letter.

Construction engineering and inspection forces will be provided by Atkin while the Contractor is working. If Contractor operations are substantially reduced or suspended, Atkins will reduce its staff appropriately.

QUALITY ASSURANCE (QA) PROGRAM

Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the County Project Coordinator. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the County approves the Consultant QA Plan.

We will provide a description of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization will be detailed as well as the names and qualifications of personnel in the quality control organization.

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

Outline the types of records which will be generated and maintained during the execution of the QA program.

Detail the methods used to control sub-consultant and vendor quality.

An officer of the Consultant firm will certify that the inspection and documentation was done in significant compliance with County/FDOT specifications, plans, standard indexes, and County procedures.

Quality Assurance Reviews will be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews will also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. On short duration CCEI projects (nine (9) months or less), the CCEI will perform an initial QA review within the first two (2) months of the start of construction.

QUALITY RECORDS:

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records will indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records will be available to the County, upon request, during the Agreement term. All records will be kept at the primary job site and shall be subject to audit review.

CERTIFICATION OF FINAL ESTIMATES:

Final Estimate and As-Built Plans Submittal:

For project close-out, Atkins will prepare the substantial completion punch list and inspection of execution thereof, review and recommend acceptance of as-built drawings, and review the contractor's final estimate. Prepare documentation and records in compliance with the Agreement and County Procedures. Certify and submit one (1) set of final "as-built plans" documenting the Contractor's work. At the Consultant's final pay request from the County, the Consultant will supply one (1) CR/DVD of all files, in original format, associated with the project. The CD/DVD must be accepted by the County prior to final payout.

AGREEMENT MANAGEMENT:

With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each sub-consultant.

Invoicing Instructions:

Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the County, no later than the 25th day of the following month. If the monthly invoice cannot be submitted on time, notify the County prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the County Project Coordinator via e-mail of the total delay in calendar days and the reason(s) for the delay(s). All invoices shall be submitted to the County in electronic format in accordance with County procedures. All charges to the individual project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the County. The amount invoiced will be based on time and materials utilized for the project and the amounts based on loaded billing rates approved by the County.

POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Atkins has completed this Agreement, Atkins may be asked to analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and

effected through a Supplemental Task Authorization.

Exhibit "C"

Date: 03/13/18

Atkins

ESTIMATED COSTS

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

Financial Project I.D.# PD17-18.013

County: Escambia County

Employee	Hours	Loaded Rate	Total
Senior Project Engineer	198	$177.03	$35,051.94
Project Administrator	471	$130.53	$61,479.63
Contract Support Specialist	471	$95.33	$44,900.43
Sr. Inspector	1220	$92.81	$113,228.20
Inspector	0	$0.00	$0.00
Clerical	231	$52.80	$12,188.88
TOTALS	2590.85	$103.00	$266,849.08
Materials Testing			$5,000.00
		TOTAL	$271,849.08

GovernmentForms.manager™
Electronic Submittal & Selection Process
Escambia County, FL

ID/Sol No.	PD 17-18.013
Name	CONSTRUCTION ENGINEERING INSPECTIONS (C.E.I.) FOR COVE AVENUE AND DETROIT BOULEVARD BRIDGE REPLACEMENTS
Type	Final Ranking
Evaluations Due	Thursday February 15, 2018

	HDR CCC	Atkins Pensacola
Liz Bush	98	99
Derek Fox	94	95
James Duncan	97	98
Jeff Lovingood	•	•
Grand Total	**289**	**292**
Average Score	**96.3**	**97.3**
Progressive Rank (Cummulative Position)	**2** (6)	**1** (3)

(75% Complete)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13770 **County Administrator's Report 10. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/05/2018
Issue: Contract Award for Secure Continuous Remote Alcohol Monitoring Equipment and Services for Escambia County Corrections
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Secure Continuous Remote Alcohol Monitoring Equipment and Services for Escambia County Corrections - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Alcohol Monitoring Systems, Inc., per the terms and conditions of PD 17-18.009, Secure Continuous Remote Alcohol Monitoring Equipment and Services for Escambia County Corrections, for a term of three years, with possible two additional one-year renewal terms. Anticipated expenditure for the remainder of Fiscal Year 2017-2018 is $49,975.

[Funding: Fund 114, Misdemeanor Probation; Cost Center 290301; Object Code 53401, Other Contractual Services]

BACKGROUND:

The Request for Proposals was advertised in the Pensacola News Journal on January 8, 2018, and was emailed to two (2) known firms. One (1) proposal was received on February 1, 2018. The Selection Committee reviewed the proposal and determined that the company would be able to provide the necessary services.

BUDGETARY IMPACT:

Funding: Fund 114, Misdemeanor Probation; Cost Center 290301; Object Code 53401, Other Contractual Services

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Kristin Hual, Assistant County Attorney.

PERSONNEL:

All work associated with the 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 Agreement and Purchase Order will be issued by the Office of Purchasing. The Contract will be administered by the Escambia County Corrections Department.

Attachments

Solicitation
Register of Proposers
Agreement

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

Secure Continuous Remote Alcohol Monitoring Equipment and Services for Escambia County Corrections

SOLICITATION NUMBER PD 17-18.009

RESPONSES WILL BE RECEIVED UNTIL: 2:00 PM CST, January 25, 2018

Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Douglas Underhill
Steven Barry
Grover Robinson, IV

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

Secure Continuous Remote Alcohol Monitoring Equipment and Services for Escambia County Corrections
PD 17-18.009
Request for Proposals

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PART I GENERAL INFORMATION

All submittals to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Submittals of proposals may be mailed to 213 Palafox Place, 2nd Floor Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a **sealed envelope clearly marked:**

Specification Number PD 17-18.009, "Secure Continuous Remote Alcohol Monitoring Equipment and Services for Escambia County Corrections," "Name of Submitting Firm," "Time and Date due".
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each submitter shall be responsible for his submittals being delivered on time as the County assumes no responsibility for same. Submittals received after the time set for solicitation closing will be rejected and returned unopened to the submitter.

Escambia County is a political subdivision of the State of Florida. It is governed by an independent elected five members Board of County Commissioners. The Board is elected by single member District vote for staggered terms. In Addition, the County has five Constitutional Officers, each elected by county-wide vote. The five Constitutional Officers of the County are: the Property Appraiser, the Sheriff, the Supervisor of Elections, the Clerk of the Circuit Court and the Tax Collector.

The Board appoints a County Administrator to administer the affairs of the County. In addition, the Board appoints a County Attorney to render legal advice to the Board of County Commissioners.

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

1-1 PURPOSE

The Board of County Commissioners of Escambia County, FL is searching for a company that can provide the Escambia County Community Corrections department with continuous, remote alcohol monitoring services.

Submittal of a proposal and qualifications shall be designed to portray how Proposers can best fulfill the services required by the County while also providing the best value to the County.

1-2 Narrative

The Escambia County Community Corrections department currently has seventy-four (74) CAM style monitoring bracelet Model #00777 alcohol monitors in use through Alcohol Monitoring Systems, Inc. The estimated number of monitoring days in a calendar year are 7,437 days.

During the period of award, the department expects to purchase approximately eight (8) new alcohol monitoring units per year to replace old units and/or increase the number of units available for use. Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown in the solicitation for informational purposes only. It is understood by all Proposers that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of any agreement resulting from this solicitation.

If the Proposer recommends a change in product from CAM style monitoring bracelet Model #00777 to something equivalent or better, the proposer must clearly list the initial cost of replacing the existing units and any software/hardware changes required.

Each Proposer shall clearly list the cost of monitoring per unit/per day and the cost of each new monitoring unit to be purchased over and above any proposed initial purchase.

1-3 SCOPE OF SERVICES

The Contractor/Provider shall provide equipment which can be utilized for secure, continuous remote alcohol monitoring twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. The Contractor/Provider shall be capable of providing Escambia County Community Corrections with secure, effective alcohol monitoring equipment, with an emphasis on accuracy and public safety.

The monitor equipment shall:

A. Be an ankle-worn monitor which provides for testing of an offender with no officer involvement.

B. Provide continuous offender accountability and results that allow for intervention quickly and effectively.

C. Be a monitor that contains intelligent tamper schematics and uses transdermal science to test for alcohol, and measures alcohol as it evaporates through the skin.

D. Be inclusive of data storage, real-time controls, live monitoring, continuous updates and support services, and shall be fully supported by twenty-four (24) hour monitoring services and staff.

The Contractor/Provider shall:

A. Consistently provide all applicable systems and equipment (software and hardware) required for the service delivery of innovative secure continuous remote alcohol Monitoring Services.

    1. The equipment shall be currently registered and approved by the Federal Communications Commission (FCC), as applicable; and,

    2. The equipment shall not be available as an open market item, as this could compromise or jeopardize the security of the system. It shall also be the latest equipment and technology in use and provided by the Contractor/Provider.

B. Provide secure, continuous remote alcohol monitoring equipment and services that meet the highest level of market safety standards.

    1. Monitoring equipment and service must present no health or safety hazards to staff or offenders.

    2. Monitors must have the capability to confirm noncompliance, in that it must be able to both verify an obstruction as well as the consumption of alcohol. The secure, continuous remote alcohol monitoring equipment shall ensure that if an offender tampers with the equipment or fails to comply with any rules of the secure, continuous remote alcohol monitoring service, that the proper notifications will be generated for offenders and staff, and they will

ensure that a live person can respond to any questions regarding notifications.

C. Provide the following reports immediately upon request, i.e., Violation Reports, Daily and Monthly Usage Reports, Offender Reports, Equipment/Inventory Reports, and any reports deemed necessary by Escambia County Community Corrections.

D. Pay all costs associated with shipping (delivery and return).

E. The Contractor/Provider shall provide twenty-four (24) hour technical support, seven (7) days per week, including all holidays, via telephone or email.

F. Provide on-site training for Escambia County Community Corrections staff as needed.

G. Ensure that qualified personnel are available to provide expert testimony as requested or subpoenaed, at their expense. They shall also notify Escambia County Community Corrections immediately of any testimony or subpoenas associated with Escambia County Community Corrections.

1-4 Revisions:

The County may suggest revisions to this Scope of Service, highlighting or de-emphasizing certain facets or activities, as the County's priorities emerge and new information becomes available.

PART II INFORMATION REQUIRED FROM SUBMITTERS ALL RESPONSES SHALL INCLUDE THE FOLLOWING:

2-1 FORMAT AND CONTENT

The County discourages overly lengthy and costly responses; however, in order for the County to evaluate qualifications fairly and completely, submitters should follow the format set out herein and provide all of the information requested.

Responses shall include the complete name and address of the Proposing firm, and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of RFP response. **Provide one (1) paper copy and one (1) complete submittal on flash-drive or Compact Disc (CD)**.

2-2 REQUIREMENTS

The following information regarding the Proposer's qualifications shall be submitted.

The Proposer must be organized for the purpose of providing secure continuous remote alcohol monitoring equipment and services and must have previous experience with proven effectiveness in providing such services for agencies of similar size and scope. The Proposer must offer a secure continuous remote alcohol monitor with a patented

interferent detection system that guards against false positives. The proposer shall provide the following:

A. A narrative description of how the Proposer will deliver the requested services. This narrative shall include:

1. A complete description of equipment to be utilized, care and handling instructions, warranty information, false-positive history, and the average life-span for monitors (based on Proposer's experience with the product).

2. Cost per ankle monitor unit (equipment acquisition).

3. Daily cost of Monitoring each unit (per unit/per day)

4. Training plan for staff.

5. Timeline with detailed step-by-step plans for ramping up to full operation once a Notice to Proceed is issued.

B. Provide specific information concerning the Proposer's experience in the services specified in this RFP, preferably within the State of Florida. Current examples of secure continuous remote alcohol monitoring services should be submitted as references.

C. Names and qualifications of personnel to be assigned to this project.

D. The Proposer must provide policies and procedures relative to security of employees and background checks.

E. Include a detailed list of any requirements the Proposer will have of the County to provide, along with a detailed justification for the requirement.

F. Provide a sample device for review. Size and ease of utilization are important aspects that must be taken into account. Having a physical representation of the proposed equipment is necessary to determine if the monitor unit meets the needs of the County.

PART III SELECTION PROCESS AND CRITERIA FOR SELECTION PROCESS

The proposal review process will be initiated through the Selection Review Committee. Based on the decision of the Committee, a recommendation will be taken to the Escambia County Board of County Commissioners for discussion and award of the agreement April 5, 2018.

The criteria used to determine the best value to the County are as follows:

Criteria	Weight
Meets the Needs of the County	25
Cost *	25
Experience and Certifications	25
Demonstrated ability to provide secure continuous remote alcohol monitoring equipment utilizing transdermal alcohol readings, 24-hours per day, 365 days per year; measuring alcohol consumption at all levels; tamper-detection; a patented interferent detection system that guards against false positives.	25
Total Possible Score	**100**

* Cost shall to be presented in RFP responses in the following manner:

- Monitoring Cost Per Unit/Per Day: _____
- Cost of purchasing replacement units throughout agreement: _____
- Cost of procuring and activating 74 non-CAM style monitoring bracelet Model #00777units: _____

The Escambia County Community Corrections department will estimate usage over the life of the agreement and determine the best value for the County.

RESPONSIBILITIES OF THE NEGOTIATION COMMITTEE

A. Upon the opening of the sealed proposal(s), Escambia County Community Corrections department will review each proposal for responsiveness and cost tabulations.
B. The Negotiation Committee will meet to discuss the proposals and costs in detail. The Negotiations Committee will rank the firms using the criteria on page 8.
C. Based on the decision of the Committee, a recommendation will be taken to the Escambia County Board of County Commissioners for discussion and approval of the selection of an alcohol monitor and service provider on April 5, 2018.

PART IV SCHEDULE

The following schedule is proposed and shall be adhered to in so far as practical in all actions related to this procurement:

Event	Scheduled Date
Public Notice	January 8, 2018
Final Date for Questions	January 16, 2018
Responses to Questions	January 17, 2018
RFP Responses Due	2:00 PM CST January 25, 2018
Short-List Meeting	10:00 AM CST January 31, 2018
Discussions/Ranking Meeting	10:00 AM CST February 9, 2018
1st Negotiations	2:00 PM CST February 28, 2018
2nd Negotiations (If Necessary)	2:00 PM CST March 9, 2018
Recommendation to BCC	April 5, 2018

All questions shall be directed to:

Jeffrey Lovingood
Purchasing Specialist
Telephone (850) 595-4953
Email: JDLovingood@myescambia.com

PART V CONTRACT TERM / RENEWAL / TERMINATION

A. The contract resulting from this RFP shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release purchase orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

F. The contract resulting from this Solicitation may include provisions for price adjustments after twelve (12) months. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

REGISTER OF PROPOSALS

Solicitation #PD 17-18.009 – Secure Continuous Remote Alcohol Monitoring Equipment and Services for Escambia County Corrections

RFP Due Date & Time: February 1, 2018, at 1:00 PM CST

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
Alcohol Monitoring Systems, Inc.	954-551-4674	npizzi@scramsystems.com	Nicholas Pizzi

SUBMITTALS RECEIVED BY:	Jeffrey Lovingood, Purchasing Specialist	DATE:	February 1, 2018
WITNESSED BY	Whitney Lucas, Department of Corrections	DATE:	February 1, 2018

Posted 2/1/2018 at 2:00 PM CST

JDL

AGREEMENT FOR MONITORING EQUIPMENT AND SERVICES FOR ESCAMBIA COUNTY CORRECTIONS (PD 17-18.009)

THIS AGREEMENT is entered into 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 Alcohol Monitoring Systems, Inc. (hereinafter referred to as "Contractor"), a foreign for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 30-0137963, whose principal address is 1241 West Mineral Avenue, Suite 200, Littleton, CO 80120.

WITNESSETH:

WHEREAS, on January 8, 2018, the County issued a Request for Proposals (PD 17-18.009) seeking a qualified firm to provide secure continuous remote alcohol monitoring (SCRAM) equipment and services for the County's Department of Community Corrections; and

WHEREAS, Contractor was the most responsive and responsible firm proposing to provide such offender tracking services; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of SCRAM equipment and monitoring services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Scope of Work. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Request for Proposals for "Secure Continuous Remote Alcohol Monitoring Equipment Services for Escambia County Corrections," Specification No. P.D. 17-18.009, attached hereto as **Exhibit A**, and excerpts from Contractor's proposal, attached hereto as **Exhibit B**. In the event of a conflict between the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.

3. Rates and Fees. During the term of this Agreement, monitoring equipment may be purchased by the County on an as-needed basis at the following rates: $1,500 for SCRAM CAM and base station set; and $1,200 for SCRAM CAM bracelet. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

For monitoring services, Contractor shall charge a daily monitoring fee of $4.05 per unit/ per day. Contractor shall be responsible for payment of all applicable taxes and fees assessed by any governmental entities.

4. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The items shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. The County shall not be under any obligation to purchase a minimum quantity of units or pay a minimum monitoring fee during the term of this Agreement. The Contractor shall only be entitled to payment for services rendered and equipment ordered pursuant to a purchase order.

5. Method of Billing. Contractor may request payment from the County on a monthly basis by the submission of a properly executed invoice detailing the name of each enrollee and all fees for services charged for each enrollee pursuant to this Agreement. The invoice shall be accompanied by any relevant supporting documentation required by the County. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Invoices shall be sent to the following address:
Escambia County Community Corrections
Attn: Finance
2251 North Palafox Street
Pensacola, Florida 32501

6. Term. The initial term of this Agreement shall commence upon the date last executed and continue for a term of three (3) years. Upon mutual agreement, the contract may be renewed for two additional one (1) year renewal terms. Either party may provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the current term. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any

and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies; and

(b) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Alcohol Monitoring Systems, Inc. Attention: Michael liams 1241 West Mineral Avenue, Suite 200 Littleton, CO 80120	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.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

19. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he 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: _____

Witness: _____

Witness: _____

CONTRACTOR: ALCOHOL MONITORING SYSTEMS, INC.

By: _____
Michael Iiams, CEO

Attest: _____
Corporate Secretary

Date: _____

[SEAL]

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/13/18

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

Secure Continuous Remote Alcohol Monitoring Equipment and Services for Escambia County Corrections

SOLICITATION NUMBER PD 17-18.009

RESPONSES WILL BE RECEIVED UNTIL: 2:00 PM CST, January 25, 2018

Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Douglas Underhill
Steven Barry
Grover Robinson, IV

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

Secure Continuous Remote Alcohol Monitoring Equipment and Services for Escambia County Corrections
PD 17-18.009
Request for Proposals

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PART I GENERAL INFORMATION

All submittals to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Submittals of proposals may be mailed to 213 Palafox Place, 2nd Floor Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a **sealed envelope clearly marked:**

Specification Number PD 17-18.009, "Secure Continuous Remote Alcohol Monitoring Equipment and Services for Escambia County Corrections," "Name of Submitting Firm," "Time and Date due".
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each submitter shall be responsible for his submittals being delivered on time as the County assumes no responsibility for same. Submittals received after the time set for solicitation closing will be rejected and returned unopened to the submitter.

Escambia County is a political subdivision of the State of Florida. It is governed by an independent elected five members Board of County Commissioners. The Board is elected by single member District vote for staggered terms. In Addition, the County has five Constitutional Officers, each elected by county-wide vote. The five Constitutional Officers of the County are: the Property Appraiser, the Sheriff, the Supervisor of Elections, the Clerk of the Circuit Court and the Tax Collector.

The Board appoints a County Administrator to administer the affairs of the County. In addition, the Board appoints a County Attorney to render legal advice to the Board of County Commissioners.

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

1-1 PURPOSE

The Board of County Commissioners of Escambia County, FL is searching for a company that can provide the Escambia County Community Corrections department with continuous, remote alcohol monitoring services.

Submittal of a proposal and qualifications shall be designed to portray how Proposers can best fulfill the services required by the County while also providing the best value to the County.

1-2 Narrative

The Escambia County Community Corrections department currently has seventy-four (74) CAM style monitoring bracelet Model #00777 alcohol monitors in use through Alcohol Monitoring Systems, Inc. The estimated number of monitoring days in a calendar year are 7,437 days.

During the period of award, the department expects to purchase approximately eight (8) new alcohol monitoring units per year to replace old units and/or increase the number of units available for use. Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown in the solicitation for informational purposes only. It is understood by all Proposers that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of any agreement resulting from this solicitation.

If the Proposer recommends a change in product from CAM style monitoring bracelet Model #00777 to something equivalent or better, the proposer must clearly list the initial cost of replacing the existing units and any software/hardware changes required.

Each Proposer shall clearly list the cost of monitoring per unit/per day and the cost of each new monitoring unit to be purchased over and above any proposed initial purchase.

1-3 SCOPE OF SERVICES

The Contractor/Provider shall provide equipment which can be utilized for secure, continuous remote alcohol monitoring twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. The Contractor/Provider shall be capable of providing Escambia County Community Corrections with secure, effective alcohol monitoring equipment, with an emphasis on accuracy and public safety.

The monitor equipment shall:

A. Be an ankle-worn monitor which provides for testing of an offender with no officer involvement.

B. Provide continuous offender accountability and results that allow for intervention quickly and effectively.

C. Be a monitor that contains intelligent tamper schematics and uses transdermal science to test for alcohol, and measures alcohol as it evaporates through the skin.

D. Be inclusive of data storage, real-time controls, live monitoring, continuous updates and support services, and shall be fully supported by twenty-four (24) hour monitoring services and staff.

The Contractor/Provider shall:

A. Consistently provide all applicable systems and equipment (software and hardware) required for the service delivery of innovative secure continuous remote alcohol Monitoring Services.

    1. The equipment shall be currently registered and approved by the Federal Communications Commission (FCC), as applicable; and,

    2. The equipment shall not be available as an open market item, as this could compromise or jeopardize the security of the system. It shall also be the latest equipment and technology in use and provided by the Contractor/Provider.

B. Provide secure, continuous remote alcohol monitoring equipment and services that meet the highest level of market safety standards.

    1. Monitoring equipment and service must present no health or safety hazards to staff or offenders.

    2. Monitors must have the capability to confirm noncompliance, in that it must be able to both verify an obstruction as well as the consumption of alcohol. The secure, continuous remote alcohol monitoring equipment shall ensure that if an offender tampers with the equipment or fails to comply with any rules of the secure, continuous remote alcohol monitoring service, that the proper notifications will be generated for offenders and staff, and they will

ensure that a live person can respond to any questions regarding notifications.

C. Provide the following reports immediately upon request, i.e., Violation Reports, Daily and Monthly Usage Reports, Offender Reports, Equipment/Inventory Reports, and any reports deemed necessary by Escambia County Community Corrections.

D. Pay all costs associated with shipping (delivery and return).

E. The Contractor/Provider shall provide twenty-four (24) hour technical support, seven (7) days per week, including all holidays, via telephone or email.

F. Provide on-site training for Escambia County Community Corrections staff as needed.

G. Ensure that qualified personnel are available to provide expert testimony as requested or subpoenaed, at their expense. They shall also notify Escambia County Community Corrections immediately of any testimony or subpoenas associated with Escambia County Community Corrections.

1-4 Revisions:

The County may suggest revisions to this Scope of Service, highlighting or de-emphasizing certain facets or activities, as the County's priorities emerge and new information becomes available.

PART II INFORMATION REQUIRED FROM SUBMITTERS ALL RESPONSES SHALL INCLUDE THE FOLLOWING:

2-1 FORMAT AND CONTENT

The County discourages overly lengthy and costly responses; however, in order for the County to evaluate qualifications fairly and completely, submitters should follow the format set out herein and provide all of the information requested.

Responses shall include the complete name and address of the Proposing firm, and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of RFP response. **Provide one (1) paper copy and one (1) complete submittal on flash-drive or Compact Disc (CD).**

2-2 REQUIREMENTS

The following information regarding the Proposer's qualifications shall be submitted.

The Proposer must be organized for the purpose of providing secure continuous remote alcohol monitoring equipment and services and must have previous experience with proven effectiveness in providing such services for agencies of similar size and scope. The Proposer must offer a secure continuous remote alcohol monitor with a patented

interferent detection system that guards against false positives. The proposer shall provide the following:

A. A narrative description of how the Proposer will deliver the requested services. This narrative shall include:

1. A complete description of equipment to be utilized, care and handling instructions, warranty information, false-positive history, and the average life-span for monitors (based on Proposer's experience with the product).

2. Cost per ankle monitor unit (equipment acquisition).

3. Daily cost of Monitoring each unit (per unit/per day)

4. Training plan for staff.

5. Timeline with detailed step-by-step plans for ramping up to full operation once a Notice to Proceed is issued.

B. Provide specific information concerning the Proposer's experience in the services specified in this RFP, preferably within the State of Florida. Current examples of secure continuous remote alcohol monitoring services should be submitted as references.

C. Names and qualifications of personnel to be assigned to this project.

D. The Proposer must provide policies and procedures relative to security of employees and background checks.

E. Include a detailed list of any requirements the Proposer will have of the County to provide, along with a detailed justification for the requirement.

F. Provide a sample device for review. Size and ease of utilization are important aspects that must be taken into account. Having a physical representation of the proposed equipment is necessary to determine if the monitor unit meets the needs of the County.

PART III SELECTION PROCESS AND CRITERIA FOR SELECTION PROCESS

The proposal review process will be initiated through the Selection Review Committee. Based on the decision of the Committee, a recommendation will be taken to the Escambia County Board of County Commissioners for discussion and award of the agreement April 5, 2018.

The criteria used to determine the best value to the County are as follows:

Criteria	Weight
Meets the Needs of the County	25
Cost *	25
Experience and Certifications	25
Demonstrated ability to provide secure continuous remote alcohol monitoring equipment utilizing transdermal alcohol readings, 24-hours per day, 365 days per year; measuring alcohol consumption at all levels; tamper-detection; a patented interferent detection system that guards against false positives.	25
Total Possible Score	**100**

* Cost shall to be presented in RFP responses in the following manner:

- Monitoring Cost Per Unit/Per Day: _____
- Cost of purchasing replacement units throughout agreement: _____
- Cost of procuring and activating 74 non-CAM style monitoring bracelet Model #00777units: _____

The Escambia County Community Corrections department will estimate usage over the life of the agreement and determine the best value for the County.

RESPONSIBILITIES OF THE NEGOTIATION COMMITTEE

A. Upon the opening of the sealed proposal(s), Escambia County Community Corrections department will review each proposal for responsiveness and cost tabulations.
B. The Negotiation Committee will meet to discuss the proposals and costs in detail. The Negotiations Committee will rank the firms using the criteria on page 8.
C. Based on the decision of the Committee, a recommendation will be taken to the Escambia County Board of County Commissioners for discussion and approval of the selection of an alcohol monitor and service provider on April 5, 2018.

PART IV SCHEDULE

The following schedule is proposed and shall be adhered to in so far as practical in all actions related to this procurement:

Event	Scheduled Date
Public Notice	January 8, 2018
Final Date for Questions	January 16, 2018
Responses to Questions	January 17, 2018
RFP Responses Due	2:00 PM CST January 25, 2018
Short-List Meeting	10:00 AM CST January 31, 2018
Discussions/Ranking Meeting	10:00 AM CST February 9, 2018
1st Negotiations	2:00 PM CST February 28, 2018
2nd Negotiations (If Necessary)	2:00 PM CST March 9, 2018
Recommendation to BCC	April 5, 2018

All questions shall be directed to:

Jeffrey Lovingood
Purchasing Specialist
Telephone (850) 595-4953
Email: JDLovingood@myescambia.com

PART V CONTRACT TERM / RENEWAL / TERMINATION

A. The contract resulting from this RFP shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release purchase orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

F. The contract resulting from this Solicitation may include provisions for price adjustments after twelve (12) months. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 18, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.009 Secure Continuous Remote Alcohol Monitoring Equipment

All:

We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum Number 1 provides for the updates to the schedule of events as indicated below, as well as answers to questions which follow on the next page(s).

Event	Original Date	New Date
Public Notice	January 8, 2018	N/A
Final Date for Questions	January 16, 2018	N/A
Responses to Questions	~~January 17, 2018~~	January 18, 2018
RFP Responses Due	~~January 25, 2018~~	February 01, 2018
Short-List Meeting	~~January 31, 2018~~	February 07, 2018
Discussions/Ranking Meeting	~~February 9, 2018~~	February 16, 2018
1st Negotiations	~~February 28, 2018~~	March 08, 2018
2nd Negotiations (If Necessary)	~~March 9, 2018~~	March 13, 2018
Recommendation to BCC	April 5, 2018	Same

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

SIGNED: _____

COMPANY: _____

Acknowledgement of Receipt of Addendum:

JDL

Question 1: Reference *RFP Section 1-2 Narrative, p.3.* "The Escambia County Community Corrections department currently has seventy-four (74) CAM style monitoring bracelet Model #00777 alcohol monitors in use through Alcohol Monitoring Systems, Inc. The estimated number of monitoring days in a calendar year are 7,437 days."

Is it correct to extrapolate that the average quantity in use is about 20 units? (7,437 Mon. days / 365 Days = 20.4 avg units).

Answer 1: Historically this has been the case, however we have recently experienced a dramatic increase in utilization of the units by the judiciary. As of December 2017, we had 62 units in use, 1,526 monitoring days' total.

Question 2: Reference *RFP Section 1-2 Narrative, p.3.* "...clearly list the initial cost of replacing the existing units and any software/hardware changes required." Please clarify if the winning vendor would be required replace all 74 units considering that on average 21 or less units are in use at any given time.

Answer 2: We would not expect the vendor to replace the units, but the County must know what their cost would be to replace their currently utilize stock (please refer to the previous question related to the 21 or less units in use).

Question 3: If the agency desires to buy 74 units, but on average only 21 units are in use at any given time, please clarify why the vendor must cost justify the additional 50 units.

Answer 3: Please see previous clarifications.

Question 4: If it is determined that vendors should not provide 74 CAM bracelets but rather a lesser amount that is closer to the agencies average usage, would the County consider modifying the quantity on the pricing page that must be procured and activated at the beginning of the contract?

Answer 4: Please see previous clarifications.

Question 5: In the event that the County currently rents or leases the CAM units, please provide the following:

- The quantities being leased
- The terms of the lease agreement
- The current daily rate the County is paying for alcohol monitoring devices
- The current daily rate the County is paying for monitoring services

Answer 5: Units currently in use or available for use are owned by the County.

Question 6: In the event that the County currently owns the CAM units, please provide the following:

Answer 6: The quantities currently owned by the County: **74 units**

- The terms of the purchasing agreement: **The CAM Set Bracelet & Base Station cost at our last purchase was $1,500.00 each.**
- The current daily rate the County is paying for alcohol monitoring devices: **$4.05/per unit per day**
- The current daily rate the County is paying for monitoring services: **Monitoring is currently handled by County staff and there is no additional charge related to utilization of the monitoring platform (website)**

Question 7: Please provide a copy of the current contract with the incumbent vendor.

Answer 7: There is no contract currently in place as the services have previously been provided utilizing the County's competitive quote process since the expenditure was not over the $50,000 threshold.

Question 8: Please provide the rates for equipment and monitoring services used.

Answer 8: The current CAM daily monitoring fee is $4.05/per day. When required for the offender there is an Ethernet daily monitoring fee of $0.50.

Question 9: Please provide the product names and model numbers of all alcohol monitoring products currently in use.

Answer 9: CAM style monitoring bracelet Model #00777 provided through Alcohol Monitoring Systems, Inc.

Question 10: Please confirm that County staff will install and remove devices.

Answer 10: Yes, this is correct.

Question 11: What is the annual expenditure/cost to the County for equipment and monitoring services currently in use?

Answer 11: Our projected cost for monitoring and equipment during the current fiscal year is $78,000. We are not anticipating the purchase of any additional equipment with our current vendor.

Question 12: Please confirm that vendors can propose alternate solutions within the proposal. For example, may vendors propose breath alcohol devices?

Answer 12: While the County will not reject the additional information, the County is not looking to alter their utilization of secure remote continuous alcohol monitoring at this point in time. This type of unit has been selected by the County due to its ease of use by the offender.

Question 13: Reference *RFP Part III Selection Process and Criteria for Selection Process, p. 7.* "Cost of procuring and activating 74 non-CAM style monitoring bracelet Model #00777units". Please confirm that pricing should include 74 CAM type monitoring devices.

Answer 13: Yes, that is correct. The County is aware that models vary by vendor.

Question 14: Reference *RFP Part II – 2-2 Requirements F, p. 6.* "Provide a sample device for review." Please confirm that the sample device requested is for analysis purposes only and not required to be functional.

Answer 14: Yes, that is correct.

Question 15: Please confirm that the County would consider replacing all 74 current SCRAM CAM devices with another type of CAM device made by another company.

Question 15: Yes, the County is open to utilization of new equipment.

Question 16: Please confirm if the County is able to engage in sales type lease arrangements.

Answer 16: The County has the ability to enter into a lease agreement.

Response to 2.2 Requirements

A. A narrative description of how the Proposer will deliver the requested services. This narrative shall include:

1. A complete description of equipment to be utilized, care and handling instructions, warranty information, false-positive history, and the average life-span for monitors (based on Proposer's experience with the product).
2. Cost per ankle monitor unit (equipment acquisition).
3. Daily cost of Monitoring each unit (per unit/per day)
4. Training plan for staff.
5. Timeline with detailed step-by-step plans for ramping up to full operation once a Notice to Proceed is issued.

Equipment Overview

The SCRAM CAM device is the most widely-used and the only scientifically-proven and court-validated CAM device available today. SCRAM CAM has an unrivaled record of court admissibility and peer-reviewed research when compared to any other CAM system on the market. SCRAM CAM:

The bracelet transmits data via a wireless RF signal to the SCRAM Base Station. It is optimized to communicate via a standard telephone line, over cellular, or via home Internet using an Ethernet port or Wi-Fi connection.

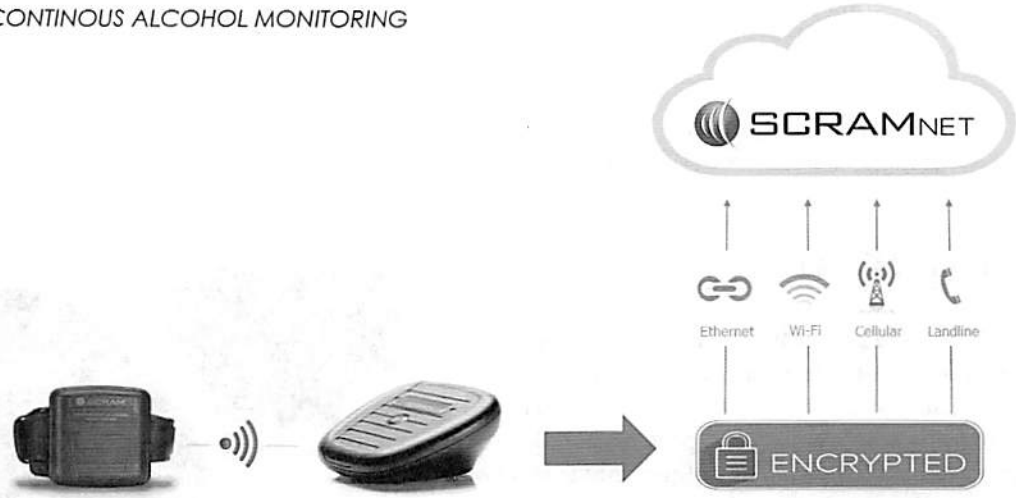
- Never requires a secondary test, such as a breath or blood test, to confirm a drinking event.
- Is independently tested and has peer-reviewed, published studies confirming its reliability.
- Has been upheld as valid and reliable by the Daubert, Frye, and FRE 702 and 703 standards of admissibility in every state where it's been challenged.
- Uses a controlled, quantifiable sample, resulting in true continuous monitoring and the lowest false positive rate possible. Competing devices do not use this testing protocol, making their devices simply sensors that are susceptible to environmental factors causing false positives and/or may require a secondary test.

Designed specifically for alcohol monitoring programs where abstinence is required and house arrest may also be needed, SCRAM CAM provides supervising authorities with a fact-based, comprehensive profile of higher-risk clients' alcohol consumption and curfew compliance. The result is a much more reliable and cost-effective alternative to random breath testing or incarceration, making it an intensive accountability tool.

EXHIBIT
tabbies
B

The patented SCRAM CAM ankle bracelet is attached to the client with a durable and anti-tamper strap. It is worn 24/7 by the client and monitors for alcohol consumption by sampling the insensible (gaseous) perspiration constantly being emitted from the body. In addition, SCRAM CAM has optional house arrest capabilities, allowing it to monitor a client's compliance with curfew and schedule restrictions. Please see page 21for SCRAM CAM monitoring technical specifications.

SCRAM CAM®
CONTINOUS ALCOHOL MONITORING



The bracelet transmits data by RF signal to the SCRAM Base Station. When data is received by the base station, it is sent to the monitoring software by telephone landline, Ethernet, Wi-Fi, or cellular communication. SCRAMNET Optix is the web-based application managed by SCRAM Systems where client data is collected, analyzed, and maintained in a secure, central location. The software notifies the supervising authority of any alcohol alerts, tamper alerts, or equipment malfunctions so they can respond quickly to problem clients. This central information hub not only houses all client data but allows courts and supervising agencies to access and manage their data from any web-based browser. In addition, SCRAMNET Optix provides a wide range of reports and graphs—from a snapshot of a single event to a comprehensive view of a client's behavior over time.

Continuous Alcohol Monitoring. Because people excrete approximately one percent (1%) of the alcohol they drink through their sweat, if an individual has been drinking it will show up in the level of alcohol vapor present in the insensible perspiration that is constantly produced and emitted by the skin. The SCRAM CAM ankle bracelet continuously collects a sample of a client's insensible perspiration and tests the sample every 30 minutes, 24 hours a day.

SCRAM CAM provides the industry's only true 24/7 sobriety monitoring, ensuring that authorities know conclusively if a client has been drinking or if they are compliant with the conditions of their supervision.

Transdermal testing measures the concentration of ingested alcohol present in the insensible perspiration that is constantly produced and emitted by the skin. The device automatically collects samples of insensible perspiration from the client's skin, tests the sample, and transmits the results to a central source for analysis—requiring no effort on the part of the client or County staff.

Memory. The SCRAM Base Station can hold up to a month's worth of data (about 7500 messages) and the transmitter can hold 160 days of events. All messages are date and time stamped. These messages are stored in non-volatile memory and remain there even if the battery goes completely dead. This equates to about 48 tests per day, or 1,440 tests per month. All messages are time-stamped and stored in its non-volatile memory, so that the messages are never lost.

Data can also be retrieved using the SCRAM CAM Direct Connect device. This enables the supervising authority to connect the SCRAM CAM bracelet directly to an Internet-enabled computer without the need for the SCRAM Base Station and phone line.

Battery Life. The bracelet uses a Lithium CR2, disposable battery with a 90-day life in use. No charging by the client is required. The bracelet will post a low battery message seven (7) days prior to battery failure, allowing sufficient time for the battery to be replaced.

Anti-Tamper Technology. The SCRAM CAM bracelet is equipped with industry-leading, anti-tamper technology that features five sensors to detect and report attempted tampers. These sensors determine whether the bracelet has been cut, removed, or obstructed. The bracelet's intelligent self-diagnostic capabilities constantly monitor and report its functionality. Any attempts to tamper with the bracelet or its functionality will be immediately detected by the SCRAM CAM system.

Durable and Water Resistant. The SCRAM CAM bracelet is water and shock resistant, durable, and hypoallergenic. SCRAM CAM is completely water resistant, and all participants are encouraged to shower as frequently and thoroughly as they want. Additionally, it does not have any exposed water chambers or external features that could freeze in colder temperatures or cause it to stop functioning if it was subject to adverse wearing conditions.

The patented SCRAM CAM ankle bracelet transmitter is attached to the offender's ankle with a durable, anti-tamper strap. It monitors alcohol consumption 24/7.

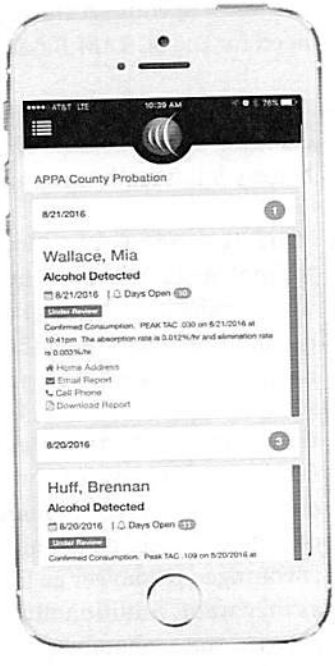
Maintenance and Calibration. SCRAM Systems performs all equipment maintenance, including recalibration, to ensure proper working order. The standard policy is to bring devices back once per year for recalibration. This is done by issuing a "Scheduled Maintenance" RMA at the

time the device is due. There is no charge to the County.

Monitoring Software

Convenient 24/7 Access. All SCRAM Systems devices are monitored by SCRAMNET Optix, the web-based software application managed by SCRAM Systems. SCRAMNET Optix is accessible 24/7 via any web- enabled device. Officers can enroll clients, adjust device settings, enter/edit schedules, select notification methods or parameters, manage inventory and quickly assess detailed caseload information at-a-glance via device and status indicators. Authorized County personnel can do the following through the web-based software application:

- View information about the client, including—but not limited to—personal information, current electronic monitoring data, historical electronic monitoring data, violation statuses, notification settings, and reports.
- Enroll/edit/remove clients without calling the monitoring center.
- Create, edit, delete, and apply monitoring parameters (such as daily/weekly schedules) for clients when using RF/House Arrest monitoring.
- Determine which violations/events must trigger notifications and by what means the notifications must be sent to County personnel.
- Set up notification to be sent to County personnel.
- Customize and tailor reporting that best suits their needs, further helping to reduce officer workload through exception-based reporting.
- Inventory management.



Mobile App. SCRAM Systems offers SCRAMNET Mobile, an easy-to-navigate mobile application. With client profile information at their fingertips, officers in the field can access priority alerts such as confirmed drinking events and tampers, view client addresses, and call clients right from their mobile device.

Alert Notification. Once detected by the monitoring software, all CAM-related violations (drinking events, tampers, obstructions, communication alerts, and environmental contaminants/alcohol) are confirmed by SCRAM-certified analysts. This ensures that alert notifications are valid, so that no additional follow-up testing or examinations—such a blood, breath, or urine—are needed in order to confirm drinking events.

The system can distinguish between alcohol consumption and environmental contaminants (such as lotion, cologne, and spilled alcohol), or environmentally-based alcohol (such as bars, bakeries, beauty

salons, and barber shops). All confirmed alcohol violations are automatically date- and time-stamped, and sent to supervising authorities each morning via the communications method and medium chosen by the County. A Daily Action Plan (DAP) is emailed each morning showing which clients had specific violations.

Court Documentation and Testimony. SCRAM CAM continues to be validated in court hearings across the country. To date, an SCRAM Systems expert witness has participated in 130 evidentiary-level hearings in 30 states, with 32 of the hearings resulting in a Frye, Daubert, or hybrid ruling. As part of the 130, three State Supreme and Appellate Court rulings have been made in favor of SCRAM CAM and subsequent monitoring results.

Care Instructions

Prior to installation, officers should clean devices using one of the following approved cleaning agents:

- Sporicidin® Disinfectant (USA)
- Windex® Multisurface Disinfectant Cleaner (yellow Windex)

Clients should clean the SCRAM CAM Bracelet each day as a part of a shower, using mild soap, rinsing thoroughly, and patting dry.

Warranty

All rented equipment is under warranty with the AMS (the manufacturer) for the life of the contract. Please see Attachment 1 on page 18 for a copy of our warranty.

Accuracy/False Positives

SCRAM CAM uses a controlled, quantifiable sample, resulting in true continuous monitoring and the lowest false positive rate possible. Competing devices do not use this testing protocol, making their devices simply sensors that are susceptible to environmental factors causing false positives and/or may require a secondary test. SCRAM CAM is single source admissible and can conclusively distinguish between ingested and environmental alcohol to ensure accurate monitoring. This is possible due to our testing protocol, which incorporates the following:

Controlled, quantifiable sample delivery system. SCRAM CAM is the only CAM device on the market that uses a controlled, quantifiable sampling method—collecting every second—to create a measured sample every 30 minutes. This is the same proven type of sample delivery system used in evidential breath testing equipment that has been the standard in law enforcement for decades. The controlled, quantifiable sample delivery method, combined with SCRAM Systems' patented method of "contaminant isolation" allows SCRAM CAM to distinguish between environmental and ingested alcohol. No other product can make this claim.

The sample delivery method results in a quantifiable Transdermal Alcohol Concentration (TAC) curve, with specific alcohol absorption and elimination rates. The contaminant isolation method allows SCRAM CAM to measure the level of environmental or ambient alcohol prior to each transdermal alcohol measurement, indicating if a test has been contaminated. When combined, these approaches ensure results of the highest confidence with the lowest false positive rate possible.

Competing transdermal devices may claim to be "testing" more frequently; however, without a controlled, quantifiable sample, other transdermal devices are merely sensors and can present the following issues for agencies:

- ***Greater susceptibility to environmental false alerts.*** SCRAM CAM can distinguish between alcohol consumption and environmental contaminant alcohol-based products (such as lotion, cologne, and spilled alcohol), or environmentally-based alcohol (such as that found in bars, bakeries, beauty salons, and barber shops). Because other devices cannot do this, false positives are frequently generated.

- ***The need for secondary tests to validate their results.*** For example, an officer would have to travel to the client's location and complete a breath test before the results could be reliably submitted in court.

Also, because insensible (gas) perspiration is continuously being collected by the bracelet between each 30-minute sample, SCRAM CAM is truly a continuous transdermal alcohol monitoring device.

> *Other transdermal devices may claim to be "testing" more frequently; but, without a controlled quantifiable sample, these devices are far more likely to generate false positives. SCRAM CAM uses a controlled and quantifiable sample with each and every test—making it the only truly continuous transdermal alcohol monitoring device on the market.*

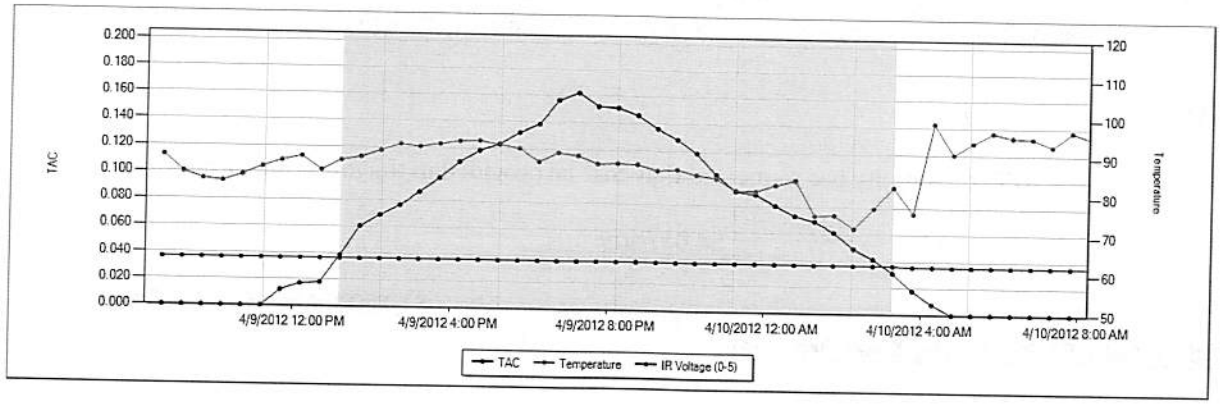
Proven Electrochemical Fuel Cell Technology. The electrochemical fuel cell, which is the heart of the SCRAM CAM bracelet, has been proven through decades of research and experience and is considered the gold standard in alcohol testing applications. This is the same type of fuel cell used in evidential breath testing equipment and interlock devices and it is comprised of extremely sensitive and ethanol-specific alcohol sensors.

> *With a 99.3% daily compliance rate, SCRAM CAM is not only a deterrent to drinking, but is saving correctional agencies time and money with exception-based reporting and accurate, reliable equipment.*

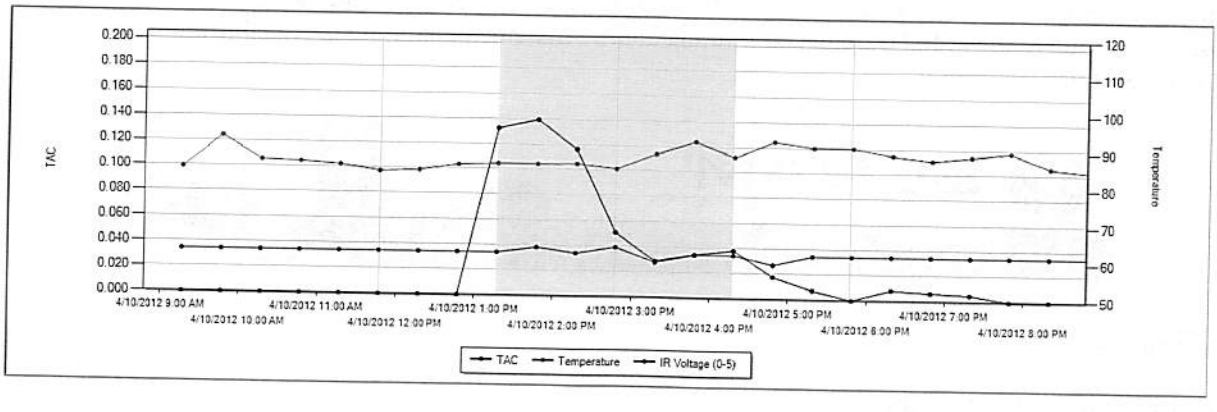
Thorough Data Analysis and Review Process. All data received from the SCRAM CAM bracelet is

subjected to a rigorous, scientific alcohol detection analysis. This review process, supervised by SCRAM Systems' specially trained team of analysts, looks at key data (such as alcohol absorption and elimination rates) of the TAC curve. This peer-reviewed, scientifically proven, and court-validated confirmation process ensures that only true alcohol consumption events are confirmed.

- ***Confirmed Alcohol Consumption.*** SCRAM CAM readings and analysis is based on the well-documented and scientifically-proven metabolism rate for consumed alcohol. Data from a drinking event shows a gradual increase in alcohol levels over time, achieves a maximum TAC, and then slowly burns off to create a well-defined alcohol curve. In the following graph, TAC is represented by the black line. Tamper detections, in the form of an infrared (IR) sensor (represented by the blue line) and temperature reading (represented by the red line) appear on the graph along with the TAC readings.



- ***Environmental Alcohol Detection.*** The graph below depicts an client coming into contact with an environmental alcohol source (like lotion, perfume, etc.). It shows a distinct and dramatic jump in the absorption side of the alcohol curve, followed by a rapid dissipation of the alcohol, unlike the previous graph of an actual drinking event. It shows absorption and burn-off rates outside of the tested, proven rates that the body can absorb and metabolize for consumed alcohol. In addition, before every 30 minute measurement, SCRAM CAM tests the ambient air around the device to determine if environmental alcohol is present.



Equipment Lifespan

All SCRAM CAM Bracelets need to be returned at 365 days of assignment to be calibrated. This is assigned days, not days in the field. Meaning, the bracelet could be in the field for much longer than 365 days, but once it is assigned (total assignment across all clients) for 365 days, we RMA it to be returned for calibration.

The SCRAM Base Station has an average lifespan of approximately 850 days (based on 3rd quarter 2017 stats). However, 95% had an average lifespan of 1923 days during this time period.

Cost

Per page 7 of the RFP, the County has requested that cost be provided in the following format:

- Monitoring Cost Per Unit/Per Day: **$4.05/day**
- Cost of purchasing replacement units throughout agreement: **$1,500 for the CAM & Base Station Set / $1,200 for the CAM Bracelet**
- Cost of procuring and activating 74 non-CAM style monitoring bracelet Model #00777units: **$4.05/day (Please see above for cost of equipment)**

Staff Training

SCRAM Systems will provide training for anyone who will manage equipment or offenders. The training covers website set-up procedures, offender and inventory management, and all functional aspects of the hardware/equipment tasks. All initial SCRAM Systems training is provided and included at no additional cost. In addition to the initial training, all training and written documentation is available online at SCRAM Systems University.

SCRAM CAM

Topics covered in this training include:

SCRAM Continuous Alcohol Monitoring® Specifications

BRACELET

Dimensions:	5.9 cubic inches (approximately 2.8" tall x 2.8" wide x 0.75" deep)
Weight:	5.8 oz (164 grams)
RF Frequency:	916.5 MHz
Water Resistance/Waterproof:	IEC 60529 IPX5 (when pump is running), jetting water IEC60529 IP68—waterproof to 1 meter (when pump is not running)
Operating Temperature:	59°–113°F (15°–45°C). Typical temperature on leg 72°–93°F (22°–34°C)
Strap Material:	Hypoallergenic, industrial grade thermo-plastics, embedded steal cable
Monitoring Options:	Continuous Alcohol Monitoring (CAM); CAM + House Arrest (HA)
Testing Interval:	Collects continuously—controlled sample tested every 30 minutes
Memory (storage):	Onboard, up to 160 days of readings
Battery Life:	90 days CAM, 60 days CAM with HA; field replaceable
Tamper Detection:	Strap, temperature, obstruction, body mass, faceplate removal
Alert Notification:	User configurable email or text

BASE STATION

Dimensions:	Approximately 3.00" tall x 6.00" wide x 6.00" deep
Weight:	Traditional: 15.0 oz (425 grams). Wireless: 16.5 oz (469 grams).
Range:	35–150 foot radius
Backup Battery:	48 hours
Memory (storage):	Onboard, up to 30 days of readings
Tamper:	Traditional: Unplugged, housing breach, power failure, potential movement (power failure & unplugged phone line) Wireless: Unplugged, housing breach, power failure, potential movement (motion detected via accelerometer)
Communication:	Landline, Ethernet, Cellular, Wi-Fi
Client Communication:	LCD
Firmware Updates:	Traditional: Direct Connect via mini USB. Wireless: Cellular and Wi-Fi.
Antennas:	Two internal multi-directional antennas

ONLINE MONITORING

Access:	Secure web-based access 24x7
Software Features:	Analyzes and graphs alcohol and tamper readings, custom scheduling, data collection, data storage, data analysis, data reporting
Reports:	Alcohol detection, tampering, schedule compliance, maintenance, inventory management
Caseload Management:	At-a-glance caseload view with device and status indicators
Browser Compatibility:	Internet Explorer, Firefox, and Google Chrome

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13811 **County Administrator's Report 10. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/05/2018
Issue: Purchase of Two Ford Transit 350 High Roof HD Super (S4X) Cargo Vans for Corrections Department
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Two Ford Transit 350 High Roof HD Super (S4X) Cargo Vans for the Corrections Department - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the purchase of two Ford Transit 350 High Roof HD Super (S4X) Cargo Vans for the Corrections Department, per the specifications of VE 17-18.009, from Key Ford, LLC, d/b/a World Ford Pensacola, for a total price of $99,843.40, per Escambia County Code of Ordinances, Chapter 46, Finance, Article II in whole, and Section 46-111. - Small business enterprise program related to local purchases.

[Funding: Fund 352, LOST III; Cost Center 290407, Detention Capital Project; Object Code 56401, Machinery & Equipment]

BACKGROUND:

In accordance with Board policy adopted on September 16, 2013, regarding the posting of pending vehicle and equipment purchases sources from State of Florida Contracts, Federal Schedules, or other Purchasing Cooperative contract sanctioned for use by Escambia Count, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 17-18.009, Inmate Jail Transport Vehicle Purchase was posted beginning January 19, 2018, for a period of thirty (30) days. Quotes were obtained from two (2) dealers, one authorized to sell under the State of Florida State Term Contract 25100000-18-1, the other from Key Ford, LLC d/b/a World Ford Pensacola, a Ford dealership located in Escambia County, FL.

World Ford was determined to be the lowest responsible bidder with a total price of $99,843.40, for two vehicles delivered per the specifications.

This price is higher than the original quote ($99,392.00) from an un-authorized dealer because the department-required side and rear step-rails were not included in the price.

BUDGETARY IMPACT:

Fund 352, LOST III; Cost Center 290407, Detention Capital Project; Object Code 56401, Machinery & Equipment

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL, 1999, Chapter 46, Finance, Article II in whole and Sec. 46-111. - Small business enterprise program related to local purchases.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County web site (myescambia.com) on January 19, 2018, for a total of thirty (30) days. Two bids were received.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Original Solicitation
Quotation Tabulation
Final Quotation Key Ford d/b/a World Ford
Final Quotation Garber Ford

The Jail Department of Escambia County, Florida desires to purchase:

Quantity: TWO (2) ea.

Base Description: **VE 17-18.009**

Year: 2018

Model: Ford Transit 350 High Roof HD Super

Color: Manufacturer's standard color

Equipment: To be equipped per specifications.

Warranty: 3-year/36,000 mile Bumper-to-Bumper, 5-year/60,000 mile roadside assist, 5-year/60,000 mile powertrain

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

30 days

Maximum Budgeted Purchase Amount:

$49,696.00 (One)

FORD TRANSIT 350 HIGH ROOF HD SUPER

BASIC SPECIFICATIONS

148” Wheelbase HD Extended Cargo Van
Dual Rear Wheels
Sliding Side Door

ENGINE

3.5 Liter EcoBoost Engine
Heavy Duty Alternator
Dual Heavy Duty Batteries

POWERTRAIN/TRANSMISSION

6-Speed Automatic Transmission
3.73 Limited Slip

EXTERIOR

Power Mirrors – Short Arm
Running Boards
Trailer Wiring Provision
Back-Up Alarm
Daytime Running Lights
White Painted Steel Wheels

INTERIOR

Reverse Sensing System
Driver-Controller Front & Rear Air Conditioning
Cruise Control
Vinyl Sun Visors
Lane Keeping
High Capacity Upfitter Switches
AM/FM – CD Sirius (Bluetooth)
12V to 110V Power Inverter
American Aluminum Modular Inmate Transport (3) Compartment
Two (2) Additional Keys (4 total)

DELIVERY

FOB Escambia County, FL

AXLES

Dual Rear Wheels

Specification Number VE 17-18.009 – Escambia County Jail Vehicle Purchase 2018 Ford Transit 350 High Roof HD Super

Posting Date	January 19, 2018
Due Date for Offers	February 19, 2018
Depart. Contact	Roger Lastinger 850-436-9873
Fleet Maint.	Dennis Rigby – Fleet Maintenance

VE 17-18.009 – Escambia County Jail Vehicle Purchase 2018 Ford Transit 350 High Roof HD Super

Offers for the sale of vehicles meeting the specifications for VE 17-18.009 Escambia County Jail Vehicle Purchase as listed will be accepted until **5:00 pm on February 19, 2018.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing,
Attention: Jeff Lovingood, Purchasing Specialist
2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place,
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE17-18.008 Waste Services Department Vehicle Purchase # and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Public Notice of Recommended Award

Quote Tabulation

Solicitation Number: VE 17-18.009
Solicitation Name: Ford Transit 350 High Roof HD Super

Quote Opening Time: 5:00 p.m., CST
Quote Opening Date: 2/19/2018

Name of Quoteder(s)	Quote Form Completed & Signed	Quote Bond or Check	Certificate of Authority to do Business in the State of Florida	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes		Quote Total
World Ford Pensacola	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$99,843.40
Garber Ford, Inc.	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$99,843.40

Quotes Opened By:	Paul R. Nobles, Purchasing Manager	**Date:**	3/1/2018	**Status:**		
Quotes Tabulated By:	Paul R. Nobles, Purchasing Manager	**Date:**	3/5/2018			
Quotes Witnessed By:	Buzz Roggenbuck, Senior Purchasing Coordinator	**Date:**	3/1/2018	**CAR Date:** 4/5/2018	**BOCC Date:** 4/5/2018	

Purchasing Manager/Designee recommends to the BOCC: **To award a contract for:** Per Sec. 46-111. - Small business enterprise program to Key Ford, LLC d/b/a World Ford Pensacola.

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes:

Posted: 4:00 p.m., CST on 3/05/2018

Form Completed By: **PRN**

Prepared For:
Board Of County Commisioners

Pensacola, FL 32505
H: **C:** **W: 850-436-9873**

World Ford Pensacola
6397 Pensacola Blvd.
Pensacola, FL 32505

BUYER'S CHOICE	
Date:	3/12/2018
Time:	9:56:45 AM
Salesperson:	Johnson, Jeff

Payments are an estimate-actual payments may vary based upon your particular financial circumstances and the rates charged by the financial institution. Signature below indicates FINAL agreed sale price between the dealer and the customer. Final payment, amount financed, and cash due on delivery may vary if additional options or products are added prior to delivery.

1st. Payment, security deposit, tax on down payment, license, title and documentation due at delivery.

* Dealer Added Accessories: (1) A.A.P. IT-X3C--EXL PRISONER TRANSPORT MODULE CONTAINER $12,950.00, REAR RUNNING BOARD $550.00

VEHICLE	
New 2018 FORD TRKS TRANSIT CARGO VAN W3* 3dr Van T350 High Roof EL Color	
Stock No:	
VIN:	
Mileage:	0
PURCHASE OPTION	
Retail Price	$48,055.00
Discount	$5,733.30
Rebate	$5,900.00
Adjusted Selling Price	$36,421.70
Options*	$13,500.00
Warranty	$0.00
Sales Subtotal	$49,921.70
Tax	$0.00
Trade Payoff	$0.00
Remaining Balance	$49,921.70
NO TRADE-IN	

TOTAL DUE
$ 99,843 40

Guest Approval

Management Approval

```
CNGP530                    VEHICLE ORDER CONFIRMATION          02/23/18 17:47:23
==> _____ ____________________________________________                Dealer: F24018
                              2018 TRANSIT NA                        Page: 1 of 2
Order No: A123    Priority: E4  Ord FIN: QB197  Order Type: 5B Price Level: 820
Ord PEP:  101A Cust/Flt Name: ESCAMBIA COMM       PO Number:
                        RETAIL                                      RETAIL
 S4X  TRAN 350 HD VAN $40695            425  50 STATE EMISS          NC
      148" WHEELBASE                    43B  BACK UP ALARM          125
 YZ   OXFORD WHITE                      43R  REV PARK AID           295
 V    VINYL                             53K  MOD WIRING PKG          NC
 K    PEWTER                            542  MIR SHORT PR/HT        225
101A  PREF EQUIP PKG                    57G  FRONT REAR A/C         860
      .XL TRIM                          58W  AM/FM/SGL CD/HD        405
 57B  .MANUAL A/C          NC           59B  TRAILR WIR PROV        295
 99G  3.5L GTDI V6       1865
 446  .6-SPD AUTO SST                TOTAL BASE AND OPTIONS 48055
 TB8  .195/75R16 BSW                 TOTAL                  48055
 X7L  3.73 LS X7L          325       *THIS IS NOT AN INVOICE*
      JOB #1 ORDER
 20E  10360# GVWR           NC       * MORE ORDER INFO NEXT PAGE *
 41C  LANE KEEP ALERT      375                        F8=Next
 F1=Help              F2=Return to Order          F3/F12=Veh Ord Menu
 F4=Submit            F5=Add to Library
S006 - MORE DATA IS AVAILABLE.                                    QC04962
```

```
CNGP530                    VEHICLE ORDER CONFIRMATION          02/23/18 17:47:39
==> _____ _____________________________________________            Dealer: F24018
                              2018 TRANSIT NA                      Page: 2 of 2
Order No: A123    Priority: E4  Ord FIN: QB197  Order Type: 5B Price Level: 820
Ord PEP:  101A Cust/Flt Name: ESCAMBIA COMM      PO Number:
                        RETAIL                                        RETAIL
60C - CRUISE CONTROL     $325                  FUEL CHARGE
63C - HVY DUTY ALTERN     NC            B4A   NET INV FLT OPT         NC
63E - DUAL BATTERIES      295                 DEST AND DELIV        1395
67C  UPFITTER SWITCH      85
68H  RUNNING BOARD        160          TOTAL BASE AND OPTIONS     48055
76D  WHITE DRW PKG        35           TOTAL                      48055
64J  .5X16 ST WHITE                   *THIS IS NOT AN INVOICE*
85C  ILLUM VISORS         75
86F  KEYS 2 ADDL          75
87E  AUX FUSE PANEL       NC
90C  POWER INV            100
913  4X FRT SPEAKERS      NC
942  DAYTIME LAMPS        45
     SP DLR ACCT ADJ
     SP FLT ACCT CR                                    F7=Prev
 F1=Help                 F2=Return to Order           F3/F12=Veh Ord Menu
 F4=Submit               F5=Add to Library
S099 - PRESS F4 TO SUBMIT                                          QC04962
```

Price Quote Form (PQF) - Motor Vehicles

Contract No.: 25100000-18-1

Updated 12/17

(STATE AGENCIES MUST ALSO SUBMIT MP6301)

Important - Contractor's must select Vendor Name, Vehicle Group (Drop Down), and Line No. for the sheet to work.

Formulas are included in the BLUE and YELLOW shaded columns (auto-calculate)
Please complete only the unshaded white cells

Awarded Contractor Information

Vendor Name: (Drop Down)		**Garber Ford, Inc.**			
Street Address:		**3380 HWY 17**			
City, State, Zip:		**Green Cove Springs, FL 32043**			
Contact Person:		Todd Brandt	**Title:**	Sales	
Original Quote Date:		2/26/18	**Revised Quote Date:**		**Est. Delivery:**
Phone #'s:	**Primary:**	**904-264-4502**	**Secondary:**		
Email Address:		garberfleet@garberautomall.com			
Fax #:					
Vendor Purchase Order No.					

Requesting Customer Information

Agency/Organization Name:	**Escambia County, FL Office of Purchasing**		
Contact Person:	**Jeffrey Lovingood**	**Title:**	Purchasing Specialist
Phone #'s:	**850-595-4953**		
Email Address:	**JDLovingood@myescambia.com**		
Fax #:			

Secondary Customer Contact: (optional)

Contact Person:	**Lori Kistler**	**Title:**	Admin
Phone #'s:	**850-595-4980**		
Email Address:			
Fax #:			

UNSPSC Commodity Code	Vehicle Group (Drop Down)	Line No.	Sub Group
25101505	Group 3: Minivans Or Vans	90	**Sub-Group B: VAN, CARGO**

Representative Model Description	Base Vehicle Price	OEM Options Discount %
2018 Ford Transit Cargo Van T-350 HD 148" EL Hi Rf 10360 GVWR Sliding RH Dr (S4X)	**$ 31,205.00**	**2.00%**

Manufacturer's OEM Option Code(s)	Description	MSRP $##.##	OEM Options Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
99G	3.5L Ecoboost Engine	$ 1,865.00	2.00%	$ 37.30	$ 1,827.70
446	6-Speed Auto		0	$ -	$ -
X7L	3.73 Limited Slip	$ 325.00	2.00%	$ 6.50	$ 318.50
63C	Heavy Duty Alternator	$ 260.00	2.00%	$ 5.20	$ 254.80
63E	Dual Heavy Duty Batteries	$ 295.00	2.00%	$ 5.90	$ 289.10
542	Power Mirrors	$ 225.00	2.00%	$ 4.50	$ 220.50
43R	Reverse Sensing System	$ 295.00	2.00%	$ 5.90	$ 289.10
57G	Drive Controller FT - Rear Air Cond	$ 860.00	2.00%	$ 17.20	$ 842.80
60C	Cruise Control	$ 325.00	2.00%	$ 6.50	$ 318.50
85C	Vinyl Sun Visors	$ 75.00	2.00%	$ 1.50	$ 73.50
86F	2 Additional Keys (4 Total)	$ 75.00	2.00%	$ 1.50	$ 73.50
41C	Lane Keeping	$ 375.00	2.00%	$ 7.50	$ 367.50
67C	Upfitter Switches	$ 85.00	2.00%	$ 1.70	$ 83.30
68H	Running Boards(NOT AVAILABLE ON CARGO VANS)		0	$ -	$ -
59B	Trailer Wiring Provision	$ 295.00	2.00%	$ 5.90	$ 289.10
58W	AM-FM-CD Sirius (Bluetooth)	$ 405.00	2.00%	$ 8.10	$ 396.90
43B	Back-Up AARM	$ 125.00	2.00%	$ 2.50	$ 122.50
90C	12V to 110V Power Inverter	$ 100.00	2.00%	$ 2.00	$ 98.00
942	Daytime Running Lamps	$ 45.00	2.00%	$ 0.90	$ 44.10
76D	White Painted Wheels	$ 35.00	2.00%	$ 0.70	$ 34.30
101A	PREFERRED EQUIPMENT PACKAGE		0	$ -	$ -
YZ	SOLID EXTERIOR PAINT: OXFORD WHITE		0	$ -	$ -
VK/21G	VINYL FRONT BUCKET SEATS: PEWTER		0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -

Price Quote Form (PQF) - Motor Vehicles

Contract No.: 25100000-18-1

TOTAL COST: OEM OPTIONS				$ 121.30	$ 5,943.70
Identified Aftermarket Option(s)	**Description**	**MSRP $##.##**	**MSRP Discount %**	**Total Discount Dollars**	**Option Total Cost with Applied Discount**
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
TOTAL COST: IDENTIFIED AFTERMARKET OPTIONS				**$ -**	**$ -**
Non-Identified Aftermarket Option(s)	**Description**	**MSRP $##.##**	**MSRP Discount %**	**Total Discount Dollars**	**Option Total Cost with Applied Discount**
	American Aluminum Inmate Transport (3-Compartment)	########		$ -	$ 11,899.00
	HAVIS PRISONER SIDE STEP AT SLIDING DOOR	$ 439.00		$ -	$ 439.00
	HAVIS PRISONER STEP AT REAR DOORS	$ 435.00		$ -	$ 435.00
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
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				$ -	$ -
				$ -	$ -
TOTAL COST: NON-IDENTIFIED AFTERMARKET OPTIONS				**$ -**	**$ 12,773.00**
GRAND TOTAL PER REPRESENTATIVE MODEL					**$ 49,921.70**
Additional Savings Off Contract Price Per Vehicle* (Please provide detailed information in Vendor Comments)					**$0.00**
Total Vehicles Quoted (Drop Down)					**2**
PO GRAND TOTAL					**$ 99,843.40**

Vendor Comments:	
Agency Comments:	**Please confirm vehicle color. If no color is specified then the default is white.**

***UNSPSC = United Nations Standard Products and Services Commodity Code**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13832 **County Administrator's Report 10. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/05/2018
Issue: Approve Purchase of Three 2019 International HX Tractors
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Three 2019 International HX Tractors - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board authorize the issuance of a Purchase Order for three 2019 International HX Tractors, for the Waste Services Department, to Ward International Trucks of Florida, LLC, in the amount of $148,430 per unit, $445,290 for a total of three units, according to the Specification Number VE 17-18.007.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County website for 30 days. Two responses were received: The original quote from a dealership authorized under the Florida Sheriff's Association Contract (17-15.0904), and a quote from Ward International Trucks of Florida, LLC, a local dealership with a location within Escambia County, Florida.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230307, SW Transfer Station; Object Code 56401, Machinery & Equipment]

BACKGROUND:

In accordance with Board policy adopted on September 16, 2013, regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contracts, Federal Schedules, or other Purchasing Cooperative Contract sanctioned for use by Escambia County, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 17-18.007, International HX Tractor Vehicle Purchase was posted beginning November 29, 2017, for a period of thirty days. Quotes were obtained from two dealers, one authorized under the Florida Sherrif's

Association Contract (17-15-0904), and one from Ward International Trucks of Florida, LLC, a local dealership with a location in Escambia County, FL.

Ward International Trucks of Florida, LLC, was determined to be the lowest responsible bidder with a price of $148,430.00 per unit, and a total of $445,290 for three units.

The trucks will be used at the Palafox Transfer Station to pull walking floor trailers. They will replace Escambia County Property # 60445, 60446, and 60447.

BUDGETARY IMPACT:

Fund 401, Solid Waste Fund; Cost Center 230307, SW Transfer Station; Object Code 56401, Machinery & Equipment

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

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, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation

Bid - Ward International Trucks

The Waste Services Department of Escambia County, Florida desires to purchase:

Quantity: Three (3) ea.

Base Description:

Year: 2019 - 0 mileage

Model: 60600# GVRW 6x4 Tandem Axle Tractor

Color: White

Equipment: To be equipped per specifications.

Warranty: 12 month complete truck/ unlimited mileage. 60 month/ 400,000 mile engine warranty

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

120 days

Maximum Budgeted Purchase Amount:

$450,468.00

APPLICATION: Heavy Hauler Tractor
MISSION: Requested GCWR: 120000. Calc. GVWR: 60600
Calc. Start / Grade Ability: 15.53% / 1.21% @ 55 MPH
Calc. Geared Speed: 79.7 MPH
DIMENSION: Wheelbase: 187.00, CA: 118.00, Axle to Frame: 59.00
ENGINE, DIESEL: {Cummins X 15 485} Performance Series, EPA 2017, 485 HP @ 1950 RPM, 1650 lb-ft Torque @ 1150 RPM, 2000 RPM Governed Speed, 497 Peak HP (Max)
TRANSMISSION, AUTOMATIC: {Allison 4500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder
CLUTCH: Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING: {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,600-lb Capacity
AXLE, REAR, TANDEM: {Meritor RT-46-160} Single Reduction, 46,000-lb Capacity, With Driver Controlled Main Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.56
CAB: Conventional
TIRE, FRONT: (2) 12R22.5 Load Range H HSR2 (CONTINENTAL), 483 rev/mile, 75 MPH, All-Position
TIRE, REAR: (8) 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, AIR, TANDEM: {Hendrickson PRIMAAX EX} 55" Axle Spacing; 46,000-lb Capacity, 9.0" Ride Height, With Shock Absorbers
PAINT: Cab schematic 100LX Location 1: 9219, Winter White (Std) Chassis schematic N/A
Base Chassis 6x4 with 187.00 Wheelbase, 118.00 CA, and 59.00 Axle to Frame.
FRAME RAILS WITH TAPERED REAR
FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.250" x 3.380" x

0.375" (304.8mm x 85.6mm x 9.5mm); 550.0" (13970mm) Maximum OAL
BUMPER, FRONT Full Width, Aerodynamic, Painted Steel
TOW HOOK, FRONT (2) Frame Mounted; 80,000-lb. Total Capacity
WHEELBASE RANGE 148" (375cm) Through and Including 189" (480cm)
AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type,14,600-lb Capacity
SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 16,000-lb Capacity; With Shock Absorbers
BRAKE SYSTEM, AIR Dual System for Tractor Applications
Includes
: BRAKE LINES Color and Size Coded Nylon
: DRAIN VALVE Twist-Type
: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
: GLAD HANDS (2) One for Service and One for Emergency; Trailer Hoses from Cab
: HAND CONTROL VALVE, AIR Mounted on Steering Column
: HOSE TENDER Back of Cab Mounted
: PARKING BRAKE CONTROL Yellow and Red Knobs, Located on Instrument Panel
: PARKING BRAKE VALVE Combination Valve for Tractor and Trailer
: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for Forward Rear Axle
: SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes)
: SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes)
: SWITCH, AUXILIARY Interrupter for Cab and Trailer Clearance/Marker Lights (Blinks Lights with Headlight Switch in "ON" Position); Instrument Panel Mounted
: TRACTOR PROTECTION VALVE
: TRAILER HOSES AND CABLES 15' Coiled Lighting Cable with 7-Way Connector and with 15' Coiled Nylon Brake Hose
BRAKES, FRONT, AIR CAM 16.5" x 5", Includes 24 SqIn Long Stroke Brake Chambers
DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank
SPECIAL RATING, GAWR Provides Rear Tractor Brake Rating Equal to Axle Rating up to 23,000-lbs for Single Axles, 46,000-lbs for Tandem Axles, or 69,000-lb for Tridem
BRAKE CHAMBERS, ADDITIONAL (2) {Bendix} Spring Brake Type; 30/30 SqIn
AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (6-Channel 6 Sensor/6 Modulator)
AIR DRYER {Bendix AD-9} With Heater
BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
SLACK ADJUSTERS, FRONT {Haldex} Automatic
SLACK ADJUSTERS, REAR {Haldex} Automatic
BRAKES, REAR, AIR CAM S-Cam; 16.5" x 8.625" Includes 30/30 Sq.In. Long Stroke Brake Chambers and Spring Actuated Parking Brake
AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
STEERING COLUMN Tilting and Telescoping
STEERING WHEEL 4-Spoke; 18" Dia., Black
STEERING GEAR (2) {Sheppard M100/M80} Dual Power
EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Dual Vertical Tail Pipes & Bright Guards, Cab Mounted
ENGINE COMPRESSION BRAKE {Cummins} Interbrake For Cummins Signature/ ISX/X15 Engines; Furnished with Engine
ELECTRICAL SYSTEM 12-Volt, Standard Equipment
Includes
: FUSES, ELECTRICAL SAE Blade-Type
: HAZARD SWITCH Integral with Turn Signal Switch
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
: STARTER SWITCH Electric, Key Operated
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
: TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature
: TURN SIGNALS, FRONT Includes Integral Reflectors and Side Marker Lights; Fender Mounted
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature,

Steering Column Mounted
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
: WIRING, CHASSIS Color Coded and Continuously Numbered
HORN, AIR (2) Single Bell, Long Chrome
POWER SOURCE Cigar Type Receptacle without Plug and Cord
ALTERNATOR {Bosch LH160} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount
BATTERY SYSTEM Maintenance-Free, (3) 12-Volt 1950CCA Total
RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers, With CD Player
ANTENNA BASE (2) Single Function, (1) for CB and (1) for Entertainment Radio,
Without Splitter, Separate Lead-Ins, with CB Antenna Mounted on Left Mirror and
AM/FM Antenna Mounted on Right Mirror
STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, With LED Bulbs for Stop,
Turn & Tail Lights and Truck Lite Super 40 for Backup lights, With Power Module,
"International" Termination and Less Junction Box
HORN, ELECTRIC Disc Style
BATTERY BOX COVER Aluminum, Universal Cover that Covers Both Battery Box
& DEF Tank
JUMP START STUD Remote Mounted
POWER SOURCE, TERMINAL TYPE 2-Post
BACK-UP ALARM {Preco 1059} Electronic; Solid State, Dual Function, 112 dBA
BATTERY BOX Aluminum With Plastic Cover, 30" Wide, 2, 3 or 4 Battery Capacity, Mounted Left Side Under Cab
STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators
Replaces All Fuses
HEADLIGHTS Halogen, Composite Combination
QUARTER FENDERS for Rear Wheels, Mirror-Finished Stainless Steel, Frame Mounted
FRONT END Tilting Composite
GRILLE , Black Vertical Accent Bars with Black Mesh
PAINT SCHEMATIC, PT-1 Single Color, Design
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
FIFTH WHEEL, AIR SLIDE {Fontaine SL7LWB725024} 24" Slide, Cast Top Plate, 7.25" Above Top of Frame
Left Hand Release
MUD FLAP HOLDER Spring Loaded, Painted Black; With 45-Degree End, With Red and White Reflective Tape; Less Flaps
MUD FLAPS, REAR Black Poly; Less Holders
CLUTCH Omit Item (Clutch & Control)
ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
ENGINE, DIESEL {Cummins X15 485} Performance Series, EPA 2017 485 HP @ 1950 RPM, 1650 lb-ft Torque @ 1500 RPM,
2000 RPM Governed Speed, 497 Peak HP (Max)
FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed
RADIATOR Aluminum; Front to Back, Down Flow System, 1564.8 SqIn, 556.8 SqIn CAC
FEDERAL EMISSIONS {Cummins X15} EPA, OBD and GHG Certified for Calendar Year 2017
AIR CLEANER Single Element
HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type
FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air IdleRegulations
TRANSMISSION, AUTOMATIC {Allison 4500_RDS_P} 5th Generation Controls;
Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level
Sensor, With PTO Provision, Less Retarder
TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000& 4000 Series Transmission
OIL COOLER, AUTO TRANSMISSION {Modine} Remote Mounted; Not for use With Retarder
TRANSMISSION OIL Synthetic; 63 thru 76 Pints
ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Control Valve, Piping and Wiring, Wired for PTO
SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5thGeneration Controls
Performance Programming
PDL WARNING BUZZER Power Divider Lock
SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab
AXLE, REAR, TANDEM {Meritor RT-46-160} Single Reduction, 46,000-lb Capacity,
With Driver Controlled Main Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends .
Gear Ratio: 4.56
SUSPENSION, REAR, AIR, TANDEM {Hendrickson PRIMAAX EX} 55" Axle
Spacing; 46,000-lb Capacity, 9.0" Ride Height, With Shock Absorbers

DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction
Differentials on Tandem Rear Axles, Mounted on Dash
SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam
AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 65 thru 89.99 Pints
FUEL TANK (2) Non-Polished Aluminum, 24" Diam., 80 U.S. Gal., 302L Capacity;
Total Capacity 160 U.S. Gal., 604L; with Dual Supply & Return Lines and Less Equalizer Line, Mounted Left & Right, Back of Cab
DEF TANK 9.5 U.S. Gal. 35.9L Capacity, Frame Mounted Outside Left Rail, Back of Cab
FUEL/WATER SEPARATOR {Racor} Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor
CAB Conventional
Includes
: CLEARANCE/MARKER LIGHTS (5) LED Roof Mounted
: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window
: CONSOLE, CENTER Includes Two Cup Holders with Ash Cup and One Additional Storage Area
: GLASS, ALL WINDOWS Tinted
: GRAB HANDLE, CAB INTERIOR (2) One Each Side
: GRAB HANDLE, EXTERIOR (2) Mounted Behind Driver and Passenger Doors
: SPEAKERS IN CAB (4) Two Located in B-Pillar, Two Located Overhead on Driver and Passenger Sides
: STEP (4) Two Steps Per Door
GAUGE CLUSTER English With English Electronic Speedometer
SEAT, DRIVER {National 2000 Model 195} Air Suspension,High Back, Vinyl Boxing with Cloth Facing
2 Arm Rests, Isolator, Adjuster, 3 Chamber Lumbar, 6 Position Front Cushion Adjust, 3 Position Rear Cushion Adj, 2-15 Degree Back Angle Adjust, Vinyl Suspension Cover
SEAT, PASSENGER {National 2000 Model 192} Non Suspension, High Back, Vinyl Boxing with Cloth Facing, 11 Degree Back Angle Adjustment
MIRRORS (2) Black Heads, Brackets and Arms, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides
CAB INTERIOR TRIM Classic, for HX Day Cab
Includes
: CONSOLE, OVERHEAD Molded Plastic with Three Storage Pockets; One with Velcro Strap for CB Radio Mounting; Two with Netting; Light Switches for Dome and Courtesy Lights
: FLOOR COVERING Rubber, Black
: SUN VISOR (2) Vinyl with Toll Ticket Strap
HEATER, ENHANCED CIRCULATION {Bergstrom} Control, for Extreme Cold Weather Climates
WINDOW, REAR 52.25" Wide
WINDOW, POWER (2) in Left and Right Doors
DOOR LOCKS Power
AIR CONDITIONER {International Blend-Air} With Integral Heater & Defroster
WINDSHIELD Single Piece
CAB REAR SUSPENSION Dual Frame Mounted Cab Rear Air Suspension; Includes Special Crossmember Assembly
ACCESS, FRAME Non-Bright, Step Mounted Left Side, With One Deck Plate and Grab Handle

GRAB HANDLE Exterior; Towel Bar Type, With Anti-Slip Rubber Inserts, for use with Frame or Cab & Frame Access, Not With Chassis Skirts
WHEELS, FRONT DISC; 22.5x8.25 Rims, Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; With Vendor Applied White Powder Coat Paint
WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil
(8) TIRE, REAR 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
(2) TIRE, FRONT 12R22.5 Load Range H HSR2 (CONTINENTAL), 483 rev/mile, 75 MPH, All-Position
FIFTH WHEEL LOCATION On Rear Axle Centerline
SRV CONTRACT, EXT CMMS ENGINE {Cummins} To 60-Month/400,000 Miles (640,000 km), Extended Cummins X15 Engine Coverage, Protection Plan 1
WET Line for walking floor trailer

Specification Number VE17-18.007 – Waste Services Department Vehicle Purchase # VE17-18.007 60600# GVRW 6x4 Tandem Axle Tractor

Posting Date	November 29, 2017
Due Date for Offers	December 29, 2017
Depart. Contact	Pat Johnson, Director Solid Waste
Fleet Maint.	Dennis Rigby – Fleet Maintenance

VE17-18.007 Waste Services Department Vehicle Purchase - # –60600# GVRW 6x4 Tandem Axle Tractor

Offers for the sale of vehicles meeting the specifications for VE17-18.007 Solid Waste Department Vehicle Purchase # as listed will be accepted until **5:00 pm on December 29, 2017.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place, Pensacola, Florida 32502
And clearly marked with the Specification Number VE 17-18.007 Waste Services Department Vehicle Purchase # VE 17-18.007 and the name of the offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

WARD INTERNATIONAL TRUCKS, INC.

Florida Shriff's Association - BID 17-15-0904
Customer: Escambia County
Date of Quote: 3/14/2018

Specification: 14	Region: Western	Quantity	Unit Cost	Extended
Base Price: 2019 INTERNATIONAL HX Tractor		3	$106,000.00	$318,000.00
Contract Options				
Cummins X15 485 HP		3	$280.00	$840.00
Allison 4500RDS Transmission		3	$10,800.00	$32,400.00
5th Wheel - 36" Air Slide		3	$850.00	$2,550.00
14.6K Front Axle		3	$2,700.00	$8,100.00
46K Rear Axle		3	$4,100.00	$12,300.00
46K Rear Susp - Air Ride		3	$2,275.00	$6,825.00
Hydraulic Wet Line Kit		3	$8,000.00	$24,000.00
Dual Fuel Tanks - 80 Gallon		3	$1,100.00	$3,300.00
Optional Equip - Grab Handles		3	$400.00	$1,200.00
LED Light Package		3	$540.00	$1,620.00
AM/FM/CD Radio		3	$100.00	$300.00
46K Driver Control Diff Locks		3	$1,600.00	$48,000.00
Hot Shift PTO		3	$1,200.00	$3,600.00
Aluminum Front Wheels		3	$525.00	$1,575.00
Dual Air Horns		3	$60.00	$180.00
Cummins EXT Warranty 5YR/400,000M		3	$7,900.00	$23,700.00
Total:			$148,430.00	$445290,00
Total Purchase Order:			$148,430.00	$445,290.00

Cab Color: White
Frame Color: Black

Prepared By:
Dave Huffman
Ward International Trucks
5885 North W Street, Pensacola, FL 32505
Office: 850-474-9301 / Cell: 850-206-6549 / Email: dhuffman@wardintltrucks.com

Post Office Box 5375
Mobile, Alabama 36605
251 - 433 - 5616
1 - 800 - 476 - 6841

5885 North W Street
Pensacola, FL 32505
850 - 474 - 9301
1 - 800 - 326 - 8036

Hx620 SBA 6x4

Sales Proposal For:

ESCAMBIA COUNTY FLORIDA

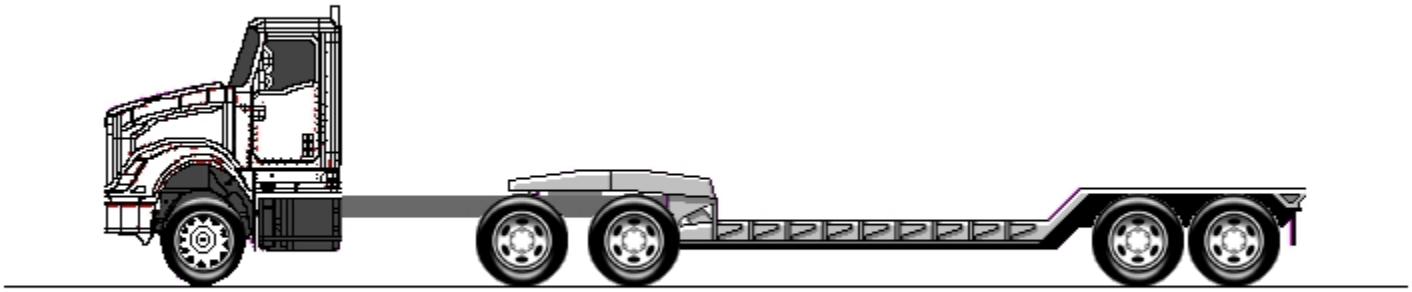
Presented By:

WARD INTL TRUCKS INC.

Prepared For:
ESCAMBIA COUNTY FLORIDA
purchasing department
PO Box 1111
Pensacola, FL 32591-1100
(850)436 - 5711
Reference ID: N/A

Presented By:
WARD INTL TRUCKS INC.
Dave Huffman
5885 NORTH W STREET
PENSACOLA FL 32505 -
(850)474-9301

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2019 HX620 SBA 6x4 (HX62F)

APPLICATION:	Heavy Hauler Tractor
MISSION:	Requested GCWR: 120000. Calc. GVWR: 60600 Calc. Start / Grade Ability: 15.53% / 1.21% @ 55 MPH Calc. Geared Speed: 79.7 MPH
DIMENSION:	Wheelbase: 187.00, CA: 118.00, Axle to Frame: 59.00
ENGINE, DIESEL:	{Cummins X15 485} Performance Series, EPA 2017, 485HP @ 1950 RPM, 1650 lb-ft Torque @ 1150 RPM, 2000 RPM Governed Speed, 497 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,600-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-160} Single Reduction, 46,000-lb Capacity, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.56
CAB:	Conventional
TIRE, FRONT:	(2) 12R22.5 Load Range H HSR2 (CONTINENTAL), 483 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, AIR, TANDEM:	{Hendrickson PRIMAAX EX} 46,000-lb Capacity, 55" Axle Spacing, 9.0" Ride Height, with Shock Absorbers
PAINT:	Cab schematic 100LX Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HX62F00	Base Chassis, Model HX620 SBA 6x4 with 187.00 Wheelbase, 118.00 CA, and 59.00 Axle to Frame.
1616	FRAME RAILS WITH TAPERED REAR
1CGC	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.250" x 3.380" x 0.375" (304.8mm x 85.6mm x 9.5mm); 550.0" (13970mm) Maximum OAL
1LRB	BUMPER, FRONT Full Width, Aerodynamic, Painted Steel
1WRW	TOW HOOK, FRONT (2) Frame Mounted; 80,000-lb. Total Capacity
1WXK	WHEELBASE RANGE 148" (375cm) Through and Including 189" (480cm)
2ASM	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,600-lb Capacity
3ADE	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 16,000-lb Capacity; with Shock Absorbers
4092	BRAKE SYSTEM, AIR Dual System for Tractor Applications Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : GLAD HANDS (2) One for Service and One for Emergency; Trailer Hoses from Cab : HAND CONTROL VALVE, AIR Mounted on Steering Column : HOSE TENDER Back of Cab Mounted : PARKING BRAKE CONTROL Yellow and Red Knobs, Located on Instrument Panel : PARKING BRAKE VALVE Combination Valve for Tractor and Trailer : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for Forward Rear Axle : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SWITCH, AUXILIARY Interrupter for Cab and Trailer Clearance/Marker Lights (Blinks Lights with Headlight Switch in "ON" Position); Instrument Panel Mounted : TRACTOR PROTECTION VALVE : TRAILER HOSES AND CABLES 15' Coiled Lighting Cable with 7-Way Connector and with 15' Coiled Nylon Brake Hose
4196	BRAKES, FRONT, AIR CAM 16.5" x 5", Includes 24 SqIn Long Stroke Brake Chambers
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4774	SPECIAL RATING, GAWR Provides Rear Tractor Brake Rating Equal to Axle Rating up to 23,000-lbs for Single Axles, 46,000-lbs for Tandem Axles, or 69,000-lb for Tridem
4AAU	BRAKE CHAMBERS, ADDITIONAL (2) {Bendix} Spring Brake Type; 30/30 SqIn
4AZU	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (6-Channel 6 Sensor/6 Modulator)
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4NDH	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 8.625" Includes 30/30 Sq.In. Long Stroke Brake Chambers and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
5710	STEERING COLUMN Tilting and Telescoping

Code	Description
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
7BLJ	EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Vertical Tail Pipe, Right Side Cab Mounted
7SAP	ENGINE COMPRESSION BRAKE {Cummins} Interbrake For Cummins Signature/ISX/X15 Engines; Furnished with Engine
7WBA	TAIL PIPE (1) Turnback Type, Bright, for Single Exhaust
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Integral with Turn Signal Switch : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature : TURN SIGNALS, FRONT Includes Integral Reflectors and Side Marker Lights; Fender Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Steering Column Mounted : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8685	HORN, AIR (2) Single Bell, Long Chrome
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GGN	ALTERNATOR {Bosch LH160} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total
8RME	RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers, with CD Player
8RMG	ANTENNA BASE (2) Single Function, (1) for CB and (1) for Entertainment Radio, without Splitter, Separate Lead-Ins, with CB Antenna Mounted on Left Mirror and AM/FM Antenna Mounted on Right Mirror
8TKB	STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, with LED Lights for Stop, Turn & Tail Lights and Truck Lite Super 40 for Backup Lights, with Power Module, "International" Termination and Less Junction Box
8VAY	HORN, ELECTRIC Disc Style
8VUP	BATTERY BOX COVER Aluminum, Universal Cover that Covers Both Battery Box & DEF Tank
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post
8WDG	BACK-UP ALARM {Preco 1059} Electronic; Solid State, Dual Function, 112 dBA
8WJN	BATTERY BOX Aluminum with Plastic Cover, 30" Wide, 2, 3 or 4 Battery Capacity, Mounted Left Side Under Cab
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XHT	HEADLIGHTS Halogen, Composite Combination
9505	QUARTER FENDERS for Rear Wheels, Mirror-Finished Stainless Steel, Frame Mounted
9AAB	LOGOS EXTERIOR Badges
9ASE	FRONT END Tilting Composite
9HCL	GRILLE , Black Vertical Accent Bars with Black Mesh

Code	Description
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "LX"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10HJB	FIFTH WHEEL, AIR SLIDE {Fontaine SL7LWB725024} 24" Slide, Cast Top Plate, 7.25" Above Top of Frame, Left Hand Release
10WPT	MUD FLAP HOLDER Spring Loaded, Painted Black; with 45-Degree End, with Red and White Reflective Tape; Less Flaps
10WSX	MUD FLAPS, REAR Black Poly, with International Logo; Less Holders
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12ELC	ENGINE, DIESEL {Cummins X15 485} Performance Series, EPA 2017, 485HP @ 1950 RPM, 1650 lb-ft Torque @ 1150 RPM, 2000 RPM Governed Speed, 497 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
12UCU	RADIATOR Aluminum; Front to Back, Down Flow System, 1564.8 SqIn, 556.8 SqIn CAC
12UNU	FEDERAL EMISSIONS {Cummins X15} EPA, OBD and GHG Certified for Calendar Year 2017
12VBC	AIR CLEANER Single Element
12WCX	HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
13AUW	TRANSMISSION, AUTOMATIC {Allison 4500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission
13WCU	OIL COOLER, AUTO TRANSMISSION {Modine} Remote Mounted; Not for use with Retarder
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WVD	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Control Valve, Piping and Wiring, Wired for PTO
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming
14862	PDL WARNING BUZZER Power Divider Lock
14899	SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab
14HRM	AXLE, REAR, TANDEM {Meritor RT-46-160} Single Reduction, 46,000-lb Capacity, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 4.56
14UNX	SUSPENSION, REAR, AIR, TANDEM {Hendrickson PRIMAAX EX} 46,000-lb Capacity, 55" Axle Spacing, 9.0" Ride Height, with Shock Absorbers
14WBN	DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash
14WMK	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 65 thru 89.99 Pints

Code	Description
15DXC	FUEL TANK (2) Non-Polished Aluminum, 24" Dia, 80 US Gal (303L); Total Capacity 160 US Gal (606L), with Dual Supply and Return Lines, Less Equalizer Line, Mounted Left and Right Side, Back of Cab
15LKU	FUEL/WATER SEPARATOR {Racor} Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor
15WDY	DEF TANK 15.9 U.S. Gal. 60.1L Capacity, Frame Mounted Outside Left Rail, Under Cab
16031	CAB Conventional Includes : CLEARANCE/MARKER LIGHTS (5) LED Roof Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CONSOLE, CENTER Includes Two Cup Holders with Ash Cup and One Additional Storage Area : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (2) One Each Side : GRAB HANDLE, EXTERIOR (2) Mounted Behind Driver and Passenger Doors : SPEAKERS IN CAB (4) Two Located in B-Pillar, Two Located Overhead on Driver and Passenger Sides : STEP (4) Two Steps Per Door
16HBA	GAUGE CLUSTER English with English Electronic Speedometer
16JPD	SEAT, DRIVER {National 2000 Model 195} Air Suspension, High Back, Vinyl Boxing with Cloth Facing, 2 Arm Rests, Isolator, Adjuster, 3 Chamber Lumbar, 6 Position Front Cushion Adjust, 3 Position Rear Cushion Adj, 2-15 Degree Back Angle Adjust, Vinyl Suspension Cover
16RAN	SEAT, PASSENGER {National 2000 Model 192} Non Suspension, High Back, Vinyl Boxing with Cloth Facing, 11 Degree Back Angle Adjust
16SNL	MIRRORS (2) Black Heads, Brackets and Arms, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides
16VJZ	CAB INTERIOR TRIM Classic, for HX Day Cab Includes : CONSOLE, OVERHEAD Molded Plastic with Three Storage Pockets; One with Velcro Strap for CB Radio Mounting; Two with Netting; Light Switches for Dome and Courtesy Lights : FLOOR COVERING Rubber, Black : SUN VISOR (2) Vinyl with Toll Ticket Strap
16VRT	HEATER, ENHANCED CIRCULATION {Bergstrom} Control, for Extreme Cold Weather Climates
16VZA	WINDOW, REAR 52.25" Wide
16WAK	WINDOW, POWER (2) in Left and Right Doors
16WBX	SEAT BELT All Orange
16WJG	CAB DOOR LOCKS Power
16WKB	AIR CONDITIONER {International Blend-Air} with Integral Heater & Defroster
16WKR	WINDSHIELD Single Piece
16WLD	CAB REAR SUSPENSION Dual Frame Mounted Cab Rear Air Suspension; Includes Special Crossmember Assembly
16ZGV	ACCESS, FRAME Non-Bright, Step Mounted Left Side, with One Deck Plate and Grab Handle
16ZGX	GRAB HANDLE Exterior; Towel Bar Type, with Anti-Slip Rubber Inserts, for use with Frame or Cab & Frame Access, Not with Chassis Skirts
27DMC	WHEELS, FRONT DISC; 22.5x8.25 Rims, Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DTJ	WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

Code	Description
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint
29WLK	WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil
7382135432	(8) TIRE, REAR 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
7382155415	(2) TIRE, FRONT 12R22.5 Load Range H HSR2 (CONTINENTAL), 483 rev/mile, 75 MPH, All-Position
810000	FIFTH WHEEL LOCATION On Rear Axle Centerline
	Services Section:
40124	WARRANTY Standard for HX Series, Effective with Vehicles Built December 7, 2015 or Later, CTS-2015A
40SHW	SRV CONTRACT, EXT CMMS ENGINE {Cummins} To 60-Month/400,000 Miles (640,000 km), Extended Cummins X15 Performance Series, Engine Coverage, Protection Plan 1

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13847 **County Administrator's Report 10. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/05/2018
Issue: Approval to Purchase Caterpillar Model 836K Landfill Compactor
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of One Landfill Compactor - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding the purchase of one Landfill Compactor:

A. Authorize the County to utilize the City of Tucson, Arizona, term Contract available through the National Intergovernmental Purchasing Alliance (National IPA) Contract (RFP #120377), in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64. Board approval; and

B. Authorize the Issuance of a Purchase Order for one Caterpillar Model 836K Landfill Compactor, for the Escambia County Waste Services Department, to Thompson Tractor Company, Inc., in the amount of $1,257,711, according to the specifications outlined in Specification Number VE 17-18.006.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County website for 30 days. Two responses were received from local bidders.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 56401, Machinery & Equipment]

BACKGROUND:

In accordance with Board policy adopted on September 16, 2013, regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contracts, Federal Schedules, or other Purchasing Cooperative contract sanctioned for use by Escambia County, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 17-18.006, Landfill Compactor Purchase was posted beginning November 22, 2017, for a period of thirty days. Quotes were obtained from two local dealers.

Thompson Tractor Company, Inc. was determined to be the lowest, most responsible bidder with a total price of $1,257,711.00, for a vehicle that met the specifications listed by the Waste Services Department.

BUDGETARY IMPACT:

Fund 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 56401, Machinery & Equipment

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

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, Florida 1999, Chapter 46, Finance, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation
Bid - thompson Tractor Company, Inc.
Quotation Tabulation
Bid - Beard Equipment, Inc.

The Waste Services Department of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:

Year: 2018

Model: 120,000# Landfill Compactor

Color: Manufacturer's standard color

Equipment: To be equipped per specifications.

Warranty: 12 month complete machine warranty, 5 year 7500 hour extended power train warranty

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

180 days

Maximum Budgeted Purchase Amount:

$1,264,470.00

BASIC SPECIFICATIONS

Y____ N____ Engine shall have a minimum of 499 net hp and 554 gross hp rated at 1800 rpm.

Y____ N____ Operating weight with straight landfill blade shall be a minimum of 114,000 lbs. (51 726 kg)

Y____ N____ Total machine width over wheels shall not exceed 14' (4280 mm).

Y____ N____ Machine height to top of cab with air conditioner shall be 14.92' (4549 mm).

Y____ N____ Machine wheelbase shall be 14.93' (4550 mm) with center-point articulation.

Y____ N____ Length of machine with blade on the ground shall be 33.41' (10 182 mm).

Y____ N____ Machine ground clearance shall be 23.3" (593 mm).

ENGINE

Y____ N____ Engine shall be US Tier IV compliant.

Y____ N____ Engines shall utilize only clean filtered air for combustion, not extra trapped or recirculated exhaust gas (EGR) from previous combustion events. Diesel engine users have noted EGR can increase maintenance intervals and contribute to more frequent engine rebuilds.

Y____ N____ Engine shall be a liquid cooled six cylinder four stroke cycle diesel type, turbo charged, wet sleeve design, fully equipped with all operating accessories including run hour meter.

Y____ N____ Engine shall have a minimum 1104 in^3 (18 liter) displacement.

Y____ N____ Engine shall be equipped with a direct injection fuel system.

Y____ N____ Engine lubricating oil shall be filtered and cooled.

Y____ N____ All heat exchangers and radiators shall be trash specific, a heavy-duty open core design and maximum core of 6 fins per inch of copper allow with access for servicing and cleaning.

Y____ N____ Engine shall be equipped with turbine pre-cleaner or an optional Optimax Sy-Klone two-stage turbine pre-cleaner system.

Y____ N____ Engine shall be equipped with a 24v electrical system for both starting and operating with a minimum 100-amp alternator.

Y____ N____ Machine shall be equipped with a hydraulic driven reversible fan with automatic timer and manual control.

Y____ N____ Engine shall be equipped with direct electric start.

Y____ N____ Engine shall be equipped with a cold weather starting aid.

Y____ N____ Machine shall have a 120v or 240v block heater.

ENGINE

Y____ N____ Radiator fan shall swing out to provide easy access without special tooling for inspection, servicing and cleaning.

Y____ N____ The fan and radiator shall be isolated away from the engine for a quieter running machine.

Y____ N____ An emergency engine shutdown switch shall be located inside the left bumper door for simple access.

Y____ N____ Machine shall be equipped with 4 heavy-duty 1000 CCA maintenance free batteries.

Y____ N____ Machine shall be equipped with a dry type radial seal air cleaner with primary and secondary elements with service indicator locally mounted.

Y____ N____ Machine shall be equipped with oil pumps sufficient for continuous use on 2:1 slopes, (50% or 26°).

Y____ N____ Machine shall be equipped with large capacity, trash specific coolers for engine, hydraulic and transmission oils.

POWERTRAIN/TRANSMISSION

Y____ N____ Machine shall have a planetary powershift transmission with two speeds forward and reverse and capable of making speed and direction changes at full speed without manual engine deceleration.

Y____ N____ Maximum direct drive speed range shall be no slower than 6.8 mph (10.9 kph) in forward or reverse.

Y____ N____ Throttle lock shall be available to allow the operator to preset engine speed for operator and machine efficiency.

Y____ N____ Controlled Throttle Shift shall work with the transmission Electronic Control Module to prolong transmission life through efficient, smooth shifting.

Y____ N____ Machine shall be equipped with an impeller clutch torque converter controlled by left foot pedal.

Y____ N____ Machine shall have outboard final drives and front No-SPIN differentials standard.

STEERING

Y____ N____ Inside turning radius at wheels shall be 12’ 5” (3777 mm)

Y____ N____ Maximum Outside turning radius at end of blade:
Semi-U Blade = 29’ (8823 mm)

Y____ N____ Total articulation angle shall not exceed 86° (43° each way)

Y____ N____ Load sensing steering shall be available to direct power to the steering system only when the operator steers the machine.

Y____ N____ Steering system shall be a single lever Steering and Transmission Integrated Control (STIC). This joystick allows the operator to control steering and direction as well as gear selection with the left hand.

BRAKES

Y____ N____ Service brakes shall be completely enclosed with modulated engagement and designed for easy servicing on the front axle only.

Y____ N____ Machine shall have a multiple disc, dry driveline parking brake that is spring applied and hydraulic released.

HYDRAULIC SYSTEM

Y____ N____ A single lever dozer control shall hydraulically control all blade functions; Raise, lower, hold and float.

Y____ N____ Hydraulic Implement System shall be an electro-hydraulic, pilot operated. Implement pump shall be a gear type with flow rate of 188 liters per minute at 24,000 kPa at a speed of 2006 rpm's at rated engine speed.

Y____ N____ Hydraulic Steering System shall be pilot operated, load-sensing system. Steering pump shall be a piston type with flow rate of 268 liters per minute at 24,100 kPa at a speed of 2006 rpm's at rated engine speed.

AXLES

Y____ N____ Axle shafts shall be free floating and able to be removed independently from the wheels and planetary drives.

Y____ N____ Planetary units shall be able to be removed independently from the wheels and brakes.

WHEELS

Y____ N____ Wheels shall be designed and supplied by original equipment manufacturer and are to be compatible with the standard machine manufacturer's axle guards and protection.

Y____ N____ All four (4) wheels shall be identical with a minimum of 55" in width, with pin on long life tips.

Y____ N____ Each wheel shall have striker bars located in front of and behind the rear wheels and behind the front wheels providing protection from trash that can be thrown or carried by the wheels.

Y____ N____ Each wheel shall have hard facing applied to the inner and outer drum edges on the outside diameter.

Y____ N____ Each wheel shall have drum extension to match machine's axle guarding.

Y____ N____ Wheels shall have factory installed wear bars welded to the inside cone of each wheel.

Y____ N____ Manufacturer shall provide written warranty that provides for a pro-rated 10,000-hour tip wear life guarantee.

OPERATOR'S STATION

Y____ N____ Cab shall be fully enclosed with rollover protective structure (ROPS) meeting the following criteria: SAE J1040 May '94, and ISO 3471: 1994.

Y____ N____ Cab shall also meet the falling object protective structure (FOPS) criteria: SAE J231 Jan '81: ISO 3449: 1992 LEVEL II.

Y____ N____ With cab properly maintained and doors and windows shut, cab shall meet operator sound exposure limits set according ANSI/SAE J1166 Oct '98.

Y____ N____ Cab shall be equipped with heater (Hot Water Type), factory built and installed air conditioning with roof mounted compressor, front and rear defroster, front and rear intermittent wet arm washer wipers and air suspension type seat with six (6) way adjustment with seat belt. Seat shall also have adjustable armrests.

Y____ N____ Cab shall have tinted, bonded or rubber mounted, flat laminated safety glass that is readily available and installable by an automotive glass company.

Y____ N____ Front window shall be equipped with sun visor or panoramic mirror.

Y____ N____ The cab shall have rear view mirrors (inside and outside).

Y____ N____ Window guard shall also be available.

Y____ N____ Engine enclosure padding shall be available for even greater noise level reduction.

Y____ N____ Gauges for fuel level, engine coolant, hydraulic oil, transmission temperature, tachometer/speedometer shall be available as well as alerts for air inlet temperature, brake oil pressure, electrical system low voltage, engine oil pressure, engine overspeed, fuel pressure, hydraulic oil filter status, parking brake status and transmission filter status.

Y____ N____ A 12-volt, 15 amp converter shall be available to power speakers, antenna, all wiring and brackets for communications or entertainment as well as phones and laptops.

Y____ N____ The operator's station shall have right and left doors that can be fully opened and latched for entry and exit.

Y____ N____ Machine shall have a fixed or swing-out rear access walkover stairway for easy inspection of rear axle components and access to engine compartment.

Y____ N____ Backup alarm, halogen front and rear lights, emergency starting receptacle and maintenance-free batteries shall be included.

BLADES

Y____ N____ Various blade selections of a Straight blade, Semi-U Blade or U-Blade shall be made available and shall be suitable for installation on machine provided without modification and shall be made by the manufacturer of the machine.

Y____ N____ Straight Blade shall be no less than 17' (5193 mm) wide with an overall height of at least 7' 3" (2222 mm) including a trashscreen specifically designed to allow maximum vision for the operator. The capacity of the blade shall be at least 25.9 cubic yards (19.9 cubic meters).

Y____ N____ Semi-U Blade shall be no less than 17' 5" (5311 mm) wide with an overall height of at least 7' (2133 mm) including a trashscreen specifically designed to allow maximum vision for the operator. The capacity of the blade shall be at least 29.3 cubic yards (22.4 cubic meters).

Y____ N____ U-Blade shall be no less than 17' 3" (5273 mm) wide with an overall height of at least 7' (2133 mm) including a trashscreen specifically designed to allow maximum vision for the operator. The capacity of the blade shall be at least 33.75 cubic yards (25.8 cubic meters).

Y____ N____ Blades shall be equipped with reversible cutting edges and replaceable end bits.

Y____ N____ Blades shall be able to raise, lower and float.

Y____ N____ Automatic Blade Positioning shall be available to automatically lower the blade when the machine is shifted forward and raise when in reverse. The system shall allow the operator to pre set the position of the blade from inside the cab and the system shall have an over ride which will allow the operator to control the blade.

SERVICEABILITY

Y____ N____ Bottom of machine shall be easily accessed for engine and transmission service, inspection and cleaning and bottom guards shall be mechanically raised and lowered.

Y____ N____ Both sides of the engine compartment shall have swing out doors that provide easy access to maintenance points.

Y____ N____ All scheduled grease points shall be well within reach at ground level.

MINIMUM SERVICE FULL CAPACITIES

Y____ N____ Fuel tank shall hold at least 210 gallons (800 L).

Y____ N____ Cooling system shall hold at least 28 gallons (107 L).

Y____ N____ Crankcase shall hold at least 16 gallons (60 L).

Y____ N____ Transmission shall hold at least 22 gallons (83 L).

Y____ N____ Differentials and Final Drives, front and rear, shall hold at least 49 gallons (186 L).

Y____ N____ The Hydraulic Tank shall hold at least 36 gallons (137 L) with total system at 63 gallons (240 L).

OWNING AND OPERATING COSTS

Y____ N____ Engine shall have a 500-hour oil change interval.

Y____ N____ Transmission shall have a 1000-hour oil change interval

Y____ N____ Differentials and Final Drives shall have a 2000-hour oil change interval

Y____ N____ Hydraulic tank and system shall have a 4000-hour oil change interval.

Y____ N____ Total grease fittings shall be no more than 10.

GUARDING PACKAGES

Y____ N____ A guarding system shall be available that is designed, fabricated and installed by original equipment manufacturer to protect axle housings, final drives and seals from debris.

Y____ N____ Engine and powertrain guards shall shield components from debris as well as allow access for cleaning and maintenance.

Y____ N____ Machine shall have steel engine enclosure with appropriate locking side and top access doors.

Y____ N____ Machine shall have guarding for the hydraulic tank, oil sight gauge and fuel tank.

Y____ N____ Machine shall have an easy access battery box.

Y____ N____ Machine shall have a windshield guard to prevent breakage of lower portion of front windows.

Y____ N____ Cab bottom guard shall be available to protect hoses and wires beneath the cab.

Y____ N____ Front frame guards shall prevent trash buildup inside the frame of the machine.

Y____ N____ A rear fan and grill guard shall be available to provide extra protection for the rear fan and grill and shall have quick release.

Y____ N____ Machine shall have heavy-duty handles and steps.

Y____ N____ Machine shall have lower center hinge pin guard.

Y____ N____ Guards shall be powered to assist in lowering and raising guards.

GLOBAL POSITIONING SYSTEM AND GRADE CONTROL SYSTEM

Y____ N____ Machine shall have a centrally located static main system, software system application and on board software installed for a solid-waste compactor

Y____ N____ System shall have the ability to support a non-collocated GPS reference station

Y____ N____ System shall have the ability to control grade using an in-cab mounted touch screen color display with graphical representation of actual and designed elevation.

Y____ N____ System shall have the ability to provide the operator on the in-cab display a color graphical representation of reference information such as gas lines, well heads, fence lines etc.

Y____ N____ System shall have the ability to provide a graphical color representation of compaction passes, thick lifts areas and lift thickness.

Y____ N____ System shall have an in-cab touch-screen color display for the operator

Y____ N____ System shall be required to utilize a dual channel 900 MHz spread spectrum radio to transmit and receive data.

Y____ N____ System shall have the ability to update a site digital terrain model in the system office software

Y____ N____ Software shall be required to provide near real time representation of the landfill topography

Y____ N____ System shall have the ability to transmit new design files from the office software to the machines over wireless radio network and retrieve files from the machine using the office software.

Y____ N____ System shall have the ability to visually review and verify design files using the system office software prior to the file being sent wirelessly to the machine.

Y____ N____ System shall have the ability to perform basic diagnostics and troubleshooting via the office software and radio network.

Y____ N____ System shall have the ability to track productivity, machine utilization, GPS signal information, location and movement of the equipped machine by the operator in cab and the office software.

Y____ N____ System shall have the ability to export machine terrain data in configurable grid sized and configurable area dimensions that can be utilized by engineering software and personnel.

Y____ N____ It shall be a mandatory requirement that the system have the capability to report real time productivity and volume calculations on the in-cab display and in the system office software.

Y____ N____ System shall be required to have the ability for the operator and office manager to input/create flat and include plane designs independently.

Y____ N____ System shall be required to have the ability for the operator to establish and record points with unique identifiers, actual elevation, actual location (northing and easting), distance, slope and the number of the actual load of that day for special waste handling.

Y____ N____ System shall be required to have the ability to send/receive record points with unique identifiers, actual elevation, actual location (northing and easting), distance, slope and number of actual load that day for special waste handling to the office software over the wireless network system.

Y____ N____ The vendor submitting the above described system shall be required to have a complete and fully operational system, which has been field tested, environmentally hardened and proven to survive in a landfill environment with minimum of 3 years operational experience.

Y____ N____ Machine shall have a LED strobe beacon unit. The beacon shall be wired directly into cab disconnect switch. The beacon shall only be able to be turned off by using the in cab disconnect switch.

WARRANTY

To include 12 month full machine warranty to run concurrently with 5 year or 7500 hour extended power train warranty. Should field service be required, travel time and mileage is included for the first 6 months.

OPTIONS

Deluxe cab to include: rubber mounted cab glass, powered cab precleaner, heated and ventilated seat, internal panoramic mirror.
Heated mirrors.
Premium guard actuation.
Swingout stairway (LH & RH).
LED warning light.
High speed oil change system.
AM/FM/CD Bluetooth radio.

Specification Number VE17-18. – Waste Services Department Vehicle Purchase # 120,000# Landfill Compactor

Posting Date	November 22, 2017
Due Date for Offers	December 22, 2017
Depart. Contact	Pat Johnson, Director Solid Waste
Fleet Maint.	Dennis Rigby – Fleet Maintenance

VE 17-18.006 Waste Services Department Vehicle Purchase - # –120,000# Landfill Compactor

Offers for the sale of vehicles meeting the specifications for VE17-18.006 Solid Waste Department Vehicle Purchase # as listed will be accepted until **5:00 pm on December 22, 2017.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place, Pensacola, Florida 32502
And clearly marked with the Specification Number VE17-18.006 Waste Services Department Vehicle Purchase # and the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

March 12, 2018

Escambia County Solid Waste
Account 2681000
Cantonment, FL

Thompson Tractor is pleased to offer the following machine for your consideration

One (1) New Caterpillar 836K Landfill Compactor

347-5200 836K LANDFILL COMPACTOR HRC $1,111,610

368-9305 AXLES,NO-SPIN FRONT & STD REAR ..... NC

377-9320 PRECLEANER, STANDARD ..... NC

342-0539 LIGHTS, STANDARD ..... NC

523-6591 CAB, DELUXE.....$4,090
-Cab glass, rubber mounted
-Cab precleaner, powered
-Seat, heated & ventilated
-Seat belt, 3", 2-point, minder
-Mirror, internal (panoramic

376-7034 MIRRORS, HEATED $115

519-9940 FUEL TANK, NON-FAST FILL .....NC

0P-3642 OMISSION, WHEELS ..... $-41,060

347-5295 GUARD ACTUATION, PREMIUM (4V) $2,965

347-5115 NO SOUND SUPPRESSION .....NC

347-5118 STAIRWAY, SWINGOUT (LH & RH) $17,660

508-0042 STRIKER BARS.....NC

376-7129 LIGHT, WARNING (LED STROBE) $705

376-1572 OIL CHANGE SYSTEM, HIGH SPEED $565

452-1394 RADIO AM/FM AUX/USB/BT.....$705

315-7877 BLADE, SEMI U $39,817

Pricing for Caterpillar specified items

Use of the Governmental Contract Initiative (GOV-13-TUCS) with the City of Tucson / National IPA Contract – RFP#120377

$1,137,172 Total list price for Caterpillar 836K specified items
$ - 136,461 12% discount per NIPA contract

$1,000,711 Total for Caterpillar 836K Compactor specified items

Non Cat -Specified items

$ 21,240 5yr/7500 hour power train warranty

$207,524 Set or 4 Caron standard 55" wide wheels with 8" supermega traction and contour or 8.5" double crown shededge pin on teeth. Intermittent wire safeguard group. Includes inner core wearbars and 1" extreme service hard facing on both horizontal and vertical edge. Extended inner drums with wearbars adaptable cat front and rear axle guards

$16,931 Caron Protection group front and rear axle seal center hinge pin protection. Includes seal protection group and stapp ring

$ 4,956 Labor to install protection group at storage facility in Aurora, Illinois
$ 2,675 Freight to ship wheels from Caron to Aurora

$253,326 Total for Non-Cat specified items

Global Positioning and Grade Control system

Trimble Compaction System- CB460 w/GCS software, Accugrade 3D with indicate, single receiver Cat GPS, case for dual cab kit, compactor cab install mount kit, option key-MS9XX full RTK, option key-MS9XX Glonass, machine radio SNR930 Cat 900 mhz, L bracket (As450), Fru angle sensor AS450, HCC 3D machine system extended warranty, base kit drum compactor for Cat, SPS985 precise base upgrade option, SPS855 GNSS base receiver 900 mhz, Glonass option SPXX5X/88X/985, SPS TNC to TNC 5m antenna cable, Zephyr antenna GPS, SPS985/855 precision rover option, SPS985/855 900 mhz rover option, Glonass option SPXS5X/88X/985, 2m CB snap-lock & bipod kit, installation and one day training.

$70,514 Total for GPS and Grade control

Warranty

Caterpillar 836K-12 month full machine warranty to run concurrently with 5 year/7500 hour extended power train warranty. Should field service be required, travel time and mileage are included for the first six months from date of delivery.

Trimble GPS - 24 months parts and service

Current lead time for delivery is 20-24 weeks from date of order.

Pricing
Use of the Governmental Contract Initiative (GOV-13-TUCS) with the City of Tucson / National IPA Contract – RFP#120377

$1,000,711	Total for Caterpillar specified items
$ 253,326	Total for Non-Cat specified items
$1,254,037	
$ - 66,840	5.33% Loyal customer discount
$1,187,197	Selling price for Caterpillar 836K with Caron Wheels
$ 70,514	Total for GPS and Grade control
$1,257,711	Total transaction price

Thank you for the opportunity.

Thompson Tractor Company
Rucker Brown
Sales representative
850-471-4213 office
251-363-6266 mobile
ruckerbrown@thompsontractor.com

LANDFILL COMPACTORS

BID SPECIFICATION FOR 836K OR EQUIVALENT

BASIC SPECIFICATIONS

Y ✓ N___ Engine shall have a minimum of 496 net hp and 562 gross (SAE J1349) hp rated at 1900 rpm.

Y ✓ N Operating weight shall be a maximum of **124,000 lbs. (836K max** = 123,319 lbs. (55 927 kg) **Minimum of 117,000 lbs**

Y ✓ N___ Total machine width over wheels shall not exceed 14' 1"(4280 mm).

Y ✓ N___ Machine height to top of cab with air conditioner shall be 15' 11" (4845 mm).

Y ✓ N___ Machine wheelbase shall be 14' 11" (4550 mm) with center-point articulation

Y ✓ N___ Length of machine with blade on the ground shall be 33' 5" (10 182 mm).

Y ✓ N___ Machine ground clearance shall be 25" (632 mm).

ENGINE

Y ✓ N___ Engine shall be US Tier IV Final certified.

Y ✓ N___ Engine shall be a liquid cooled six cylinder four stroke cycle diesel type, turbo charged, wet sleeve design, fully equipped with all operating accessories including run hour meter.

Y ✓ N___ Engine shall have a minimum 1104 in^3 (**18.1** liter) displacement

Y ✓ N___ Engine shall be equipped with a direct injection fuel system.

Y ✓ N___ Engine lubricating oil shall be filtered and cooled.

Y ✓ N___ All heat exchangers and radiators shall be trash specific, a heavy-duty open core design and maximum core of 6 fins per inch of **aluminum** allow with access for servicing and cleaning.

Y ✓ N___ Engine shall be equipped with turbine pre-cleaner or an optional Optimax Sy-Klone two-stage turbine pre-cleaner system.

Y ✓ N___ Engine shall be equipped with a 24v electrical system for both starting and operating with a minimum **150**-amp alternator. (Also have a 2nd starter and set of batteries for Cold Weather option)

Y ✓ N___ Machine shall be equipped with a hydraulic driven reversible fan with automatic timer and manual control.

Y ✓ N___ Engine shall be equipped with direct electric start.

Y ✓ N___ Engine shall an optional cold weather starting aid.

Y ✓ N___ Machine shall have an optional 120v or 240v block heater.

Y ✓ N___ Radiator fan shall swing out to provide easy access without special tooling for inspection, servicing and cleaning.

Y ✓ N___ The fan and radiator shall be isolated away from the engine for a quieter running machine.

Y ✓ N___ **An electrical master shutoff switch shall be located under the operator platform in articulation area for simple access and be guarded behind a latched door for protection. This switch will be the only way the flashing strobe light on top of machine will be turned off.**

Y ✓ N___ Machine shall be equipped with 4 heavy-duty 1000 CCA maintenance free batteries with 2 add'l optional.

Y ✓ N___ Machine shall be equipped with a dry type radial seal air cleaner with primary and secondary elements with service indicator locally mounted

Y ✓ N___ Machine shall be equipped with oil pumps sufficient for continuous use on 2:1 slopes, (50% or 26°).

Y ✓ N___ Machine shall be equipped with large capacity, trash specific coolers for engine, hydraulic and transmission oils.

POWERTRAIN/TRANSMISSION

Y✓ N___ Machine shall have a planetary powershift transmission with two speeds forward and reverse and capable of making speed and direction changes at full speed without manual engine deceleration

Y✓ N___ Maximum direct drive speed range shall be no slower than 6.8 mph (10.9 kph) in forward or reverse.

Y✓ N___ Throttle lock shall be available to allow the operator to preset engine speed for operator and machine efficiency.

Y✓ N___ Controlled Throttle Shift shall work with the transmission Electronic Control Module to prolong transmission life through efficient, smooth shifting.

Y✓ N___ Machine shall be equipped with an impeller clutch torque converter controlled by left foot pedal.

Y✓ N___ Machine shall have outboard final drives and front No-SPIN differentials standard. (Rear Optional)

STEERING

Y✓ N___ Inside turning radius at wheels shall be 11' 11" (3635 mm)

Y✓ N___ Maximum Outside turning radius at end of blade:

Y✓ N___ Semi-U Blade = 29' (8823 mm)

Y✓ N___ Total articulation angle shall not exceed 86° (43° each way)

Y✓ N___ Load sensing steering shall be available to direct power to the steering system only when the operator steers the machine.

Y✓ N___ Steering system shall be a single lever Steering and Transmission Integrated Control (STIC). This joystick allows the operator to control steering and direction as well as gear selection with the left hand.

BRAKES

Y✓ N___ Service brakes shall be completely enclosed with modulated engagement and designed for easy servicing on the front axle only.

Y✓ N___ Machine shall have a multiple disc, dry driveline parking brake that is spring applied and hydraulic released.

HYDRAULIC SYSTEM

Y✓ N___ A single lever dozer control shall hydraulically control all blade functions; Raise, lower, hold and float.

Y✓ N___ Hydraulic Implement System shall be an electro-hydraulic, pilot operated. Implement pump shall be a variable displacement piston type with flow rate of 250 liters per minute at 24,000 kPa at a speed of 2006 rpm's at rated engine speed.

Y✓ N___ hydraulic Implement System shall be an electro-hydraulic, pilot operated. Implement pump shall be a variable displacement piston type with flow rate of 250 liters per minute at 24,000 kPa at a speed of 2006 rpm's at rated engine speed.

AXLES

Y✓ N___ Axle shafts shall be free floating and able to be removed independently from the wheels and planetary drives.

Y✓ N___ Planetary units shall be able to be removed independently from the wheels and brakes.

WHEELS

Y_✓_ N___ Wheels shall be designed and supplied by original equipment manufacturer and are to be compatible with the standard machine manufacturer's axle guards and protection.

Y_✓_ N___ All four (4) wheels shall be identical with a minimum of 55" in width with pin on long lif tips

Y_✓_ N___ Each wheel shall have striker bars located in front of and behind the rear wheels and behind the front wheels providing protection from trash that can be thrown or carried by the wheels.

Y_✓_ N___ Each wheel shall have hard facing applied to the inner and outer drum edges on the outside diameter.

Y_✓_ N___ Each wheel shall have drum extension to match machine's axle guarding.

Y_✓_ N___ Wheels shall have factory installed wear bars welded to the inside cone of each wheel.

Y_✓_ N___ Manufacturer shall provide written warranty that provides for a pro-rated 10,000-hour tip wear life guarantee.

OPERATOR'S STATION

Y_✓_ N___ Cab shall be fully enclosed with rollover protective structure (ROPS) meeting the following criteria: SAE J1040 May '94, and ISO 3471: 1994.

Y_✓_ N___ Cab shall also meet the falling object protective structure (FOPS) criteria: SAE J231 Jan '81: ISO 3449: 1992 LEVEL II.

Y_✓_ N___ With cab properly maintained and doors and windows shut, cab shall meet operator sound exposure limits set according ANSI/SAE J1166 Oct '98.

Y_✓_ N___ Cab shall be equipped with heater (Hot Water Type), factory built and installed air conditioning with roof mounted compressor, front and rear defroster, front and rear intermittent wet arm washer wipers and air suspension type seat with six (6) way adjustment with seat belt. Seat shall also have adjustable armrests.

Y_✓_ N___ Cab shall have tinted, bonded or rubber mounted, flat laminated safety glass that is readily available and installable by an automotive glass company.

Y_✓_ N___ Front window shall be equipped with sun visor or panoramic mirror.

Y_✓_ N___ The cab shall have rear view mirrors

Y_✓_ N___ Front window guard shall also be available.

Y_✓_ N___ Engine enclosure sound suppression package shall be available for even greater noise level reduction

Y_✓_ N___ Gauges for fuel level, DEF level, engine coolant, hydraulic oil, transmission temperature, tachometer/speedometer shall be available as well as alerts for air inlet temperature, brake oil pressure, electrical system low voltage, engine oil pressure, engine overspeed, fuel pressure, hydraulic oil filter status, parking brake status and transmission filter status.

Y_✓_ N___ A 12-volt, 15 amp converter shall be available to power speakers, antenna, all wiring and brackets for communications or entertainment as well as phones and laptops.

Y_✓_ N___ The operator's station shall have left door that can be fully opened and latched for entry and exit as well as emergency exit on right side through the window.

Y_✓_ N___ Machine shall have a fixed or swing-out rear access walkover stairway for easy inspection of rear axle components and access to engine compartment.

Y_✓_ N___ Backup alarm, halogen front and rear lights, emergency starting receptacle and maintenance-free batteries shall be included

BLADES

Y_✓_ N___ Various blade selections of a Straight blade, Semi-U Blade or U-Blade shall be made available and shall be suitable for installation on machine provided without modification and shall be made by the manufacturer of the machine.

Y✓ N___ Semi-U Blade shall be no less than 17' 5" (5311 mm) wide with an overall height of at least 7' (2133 mm) including a trashscreen specifically designed to allow maximum vision for the operator. The capacity of the blade shall be at least 29.3 cubic yards (22.4 cubic meters).

Y✓ N___ Blades shall be equipped with reversible cutting edges and replaceable end bits.

Y✓ N___ Blades shall be able to raise, lower and float.

Y✓ N___ Automatic Blade Positioning shall be available to automatically lower the blade when the machine is shifted forward and raise when in reverse. The system shall allow the operator to pre set the position of the blade from inside the cab and the system shall have an over ride which will allow the operator to control the blade.

SERVICEABILITY

Y✓ N___ Bottom of machine shall be easily accessed for engine and transmission service, inspection and cleaning and bottom guards shall be mechanically raised and lowered.

Y✓ N___ Both sides of the engine compartment shall have swing out doors that provide easy access to maintenance points.

Y✓ N___ All scheduled grease points shall be well within reach at ground level **in center/articulation area.**

MINIMUM SERVICE FULL CAPACITIES

Y✓ N___ Fuel tank shall hold at least 209 gallons (800 L).

Y✓ N___ Cooling system shall hold at least 28 gallons (107 L).

Y✓ N___ Crankcase shall hold at least 16 gallons (60 L).

Y✓ N___ Transmission shall hold at least 31 gallons (120 L).

Y✓ N___ Differentials and Final Drives, front and rear, shall hold at least 49 gallons (186 L).

Y✓ N___ The Hydraulic Tank shall hold at least 63 gallons (240 L)

OWNING AND OPERATING COSTS

Y✓ N___ Engine shall have a 500-hour oil change interval.

Y✓ N___ Transmission shall have a 1000-hour oil change interval

Y✓ N___ Differentials and Final Drives shall have a 2000-hour oil change interval

Y✓ N___ Hydraulic tank and system shall have a 4000-hour oil change interval.

Y✓ N___ Total grease fittings shall be no more than 10 and central located in articulation area of machine.

GUARDING PACKAGES

Y✓ N___ A guarding system shall be available that is designed, fabricated and installed by original equipment manufacturer to protect axle housings, final drives and seals from debris.

Y✓ N___ Engine and powertrain guards shall shield components from debris as well as allow access for cleaning and maintenance

Y✓ N___ Machine shall have steel engine enclosure with appropriate locking side and top access doors.

Y✓ N___ Machine shall have guarding for the hydraulic tank, oil sight gauge and fuel tank to be located inside of front frame for easy access and protection.

Y✓ N___ Machine shall have an easy access battery box located high up inside the platform.

Y✓ N___ Machine shall have a windshield guard to prevent breakage of lower portion of front windows.

Y✓ N___ Cab bottom guard shall be available to protect hoses and wires beneath the cab.

Y✓ N___ Front frame guards shall prevent trash buildup inside the frame of the machine.

Y✓ N___ A rear fan and grill guard shall be available to provide extra protection for the rear fan and grill and shall have quick release.

Y✓ N___ Machine shall have heavy-duty handles and steps.

Y✓ N___ Machine shall have lower center hinge pin guard.

Y✓ N___ Lights (4 front facing and 4 rear facing) shall be available for night operations.

Grade Control

Y✓ N___ Machine shall have a centrally located static main system,software system application and on board software installed for a soild waste compactor.

Y✓ N___ System shall have the ability to support a non-collocated GPS reference station

Y✓ N___ System shall have the ability to control grade using an in cab mounted touch screen color display with graphical represntation of actual and designed elevation

Y✓ N___ Sytem shall have the ability to provide the operatoron the in-cab display a color graphical representation of reference information such as gas line, well heads fence lines etc.

Y✓ N___ System shall have the ability to provide a graphical color reprensentation of compaction passes, thick lift areas and lift thickness.

Y✓ N___ System shall have an in-cab touch-screen color display for the operator.

Y✓ N___ System shall be required to utilize a dual channel 900 MHz spread spectrum radio to transmit and receive data.

Y✓ N___ System shall have the ability to update a site digital terrain model in the system office software.

Y✓ N___ Software shall be required to provide near real time represntation of the landfill topography

Y✓ N___ System shall have the ability to transmit new design files from the office software to the machines over wireless radio network and retreive files from the machine using office software.

Y✓ N___ Sytem shall have the ability to visually review and verify design files using the system office software prior to the file being sent wirelessly to the machine.

Y✓ N___ System will have the ability to perform basic diagnostics and troubleshooting via the office software and radio

Y✓ N___ System shall have the ability to track productivity,machine utilization, GPS signal information,location and movement of the equipped machine by the operator in the cab and the office software.

Y✓ N___ System shall have the ability to export machine terrain data in configurable grid sized and configuarable area dimensions that can be utilized by engineering software and personel.

Y✓ N___ It shall be a mandantory requirement that the system have the capability to report real time productivity and volume calculations on the in-cab display and in the office software

Y✓ N___ System shall be required to have the ability for the operator and office managet to input/create flat and include plane designs independently

Y✓ N___ System shall be required to have the ability for the operator to estabish and record point with unique indentifiers, actual elevation,actual location (northing and easting) , distance, slope and the number of actual load of that day for special waste handling.

Y✓ N___ System shall be required to have the ability for the operator to estabish and record point with unique indentifiers, actual elevation,actual location (northing and easting) , distance, slope and the number of actual load of that day for special waste handling to the office software over the wireless network.

Y✓ N___ The vendor submitting the above described system shall be required to have a complete and fully operational system, which has been field tested, enviromentally hardened and proven to survive in a landfill enviroment with a minimum of 3 years operational experience.

Y✓ N___ Machine shall have a LED strobe beacon unit. The beacon shall be wired directly into the cab disconnect switch. The beacon shall only be able to be turned off using the in cab disconnect switch.

WARRANTY

To include a 12 month full machine warranty to run concurrently with 5 year or 7500 hour extended power train warranty. Should field service be required, travel time and mileage is included for the first 6 months.

OPTIONS

Deluxe cab to include rubber mounted glass, powered cab pre cleaner, heated and ventilated seat, internal panoramic mirror.

Heated mirrors.

premium guard actuation.

Swingout stairway (LH & RH)

LED warning light

High-speed oil change system

AM/FM/CD Bluetooth radio

Public Notice of Recommended Award

Quote Tabulation	Solicitation Number: VE 17-18.006 Solicitation Name: 120,000# Landfill Compactor

Quote Opening Time: 5:00 p.m., CST Quote Opening Date: 12/22/2017 Name of Quoteder(s)	Quote Form Completed & Signed	Quote Bond or Check	Certificate of Authority to do Business in the State of Florida	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a),	Met Specifications	Quote Total
World Ford Pensacola	Yes	N/A	N/A	N/A	N/A	N/A	N/A	Yes	$1,257,711.00
Garber Ford, Inc.	Yes	N/A	N/A	N/A	N/A	N/A	N/A	No	Non-Responsive based on Specifications

Quotes Opened By:	Jeff Lovingood, Purchasing Specialist	**Date:**	12/22/2017	**Status:**	
Quotes Tabulated By:	Jeff Lovingood, Purchasing Specialist	**Date:**	12/27/2017	**CAR Date:** 4/5/2018	**BOCC Date:** 4/5/2018

Purchasing Manager/Designee recommends to the BOCC: **To award a contract for:** Caterpillar Model 836K Landfill Compactor, for the Escambia County Waste Services Department, to Thompson Tractor Company, Inc., in the amount of $1,257,711

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes:

Posted: 4:00 p.m., CST on 3/05/2018 **Form Completed By:** **PRN**

JOHN DEERE

Quote Summary

Prepared For:
ESCAMBIA COUNTY BOARD OF COMMISSIONERS
Po Box 1591
Pensacola, FL 32591

Prepared By:
JOHN FRANK
Beard Equipment Company
3195 W Nine Mile Road
Pensacola, FL 325349444
Phone: 850-476-0277
jfrank@beardequipment.com

The Quoted price includes a 5 year/7500 hour comprehensive full machine warranty.

Quote Id: 16572554
Created On: 22 December 2017
Last Modified On: 22 December 2017
Expiration Date: 31 January 2018

Equipment Summary	Selling Price		Qty		Extended
2018 BOMAG BC-1172-RB-4	$ 906,500.00	X	1	=	$ 906,500.00
Equipment Total					**$ 906,500.00**

Quote Summary	
Equipment Total	$ 906,500.00
SubTotal	$ 906,500.00
Est. Service Agreement Tax	$ 0.00
Total	$ 906,500.00
Balance Due	**$ 906,500.00**

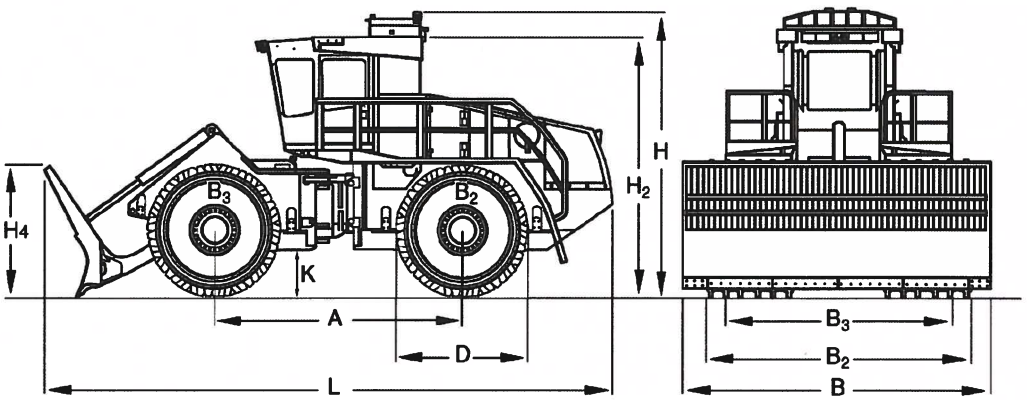
Salesperson : X _____ **Accepted By : X** _____

BOMAG
FAYAT GROUP

TECHNICAL DATA

REFUSE COMPACTOR

BC 972 RB-4, BC 1172 RB-4



Dimensions in mm

	A	B	B2	B3	D	H	H2	H4	K	L
BC 972 RB-4	4100	5200	4500	4260	2200	4845	4400	2225	765	9575
BC 1172 RB-4	4100	5200	4500	4260	2200	4845	4400	2225	765	9575

Shipping dimensions in m3

BC 972 RB-4	219,076
BC 1172 RB-4	219,076

Technical Data		BOMAG BC 972 RB-4	BOMAG BC 1172 RB-4
Weights			
Grossweight	kg	49.300	56.600
Operating weight CECE	kg	48.500	55.800
Axle load, front / rear CECE	kg	22.850/24.950	26.850/28.950
Driving Characteristics			
Speed (1), forward	km/h	0- 3,0	0- 3,0
Speed (1), reverse	km/h	0- 3,0	0- 3,0
Speed (2), forward	km/h	0- 5,0	0- 5,0
Speed (2), reverse	km/h	0- 5,0	0- 5,0
Speed (3), forward	km/h	0- 12,0	0- 12,0
Speed (3), reverse	km/h	0- 12,0	0- 12,0
Max. gradeability (dep. on soil con.)	%	100	100
Max. pushing force	kN	502	588
Drive			
Engine manufacturer		Merc. Benz/MTU	Merc. Benz/MTU
Type		OM 473 LA	OM 473 LA
Emission stage		Stage IV / TIER4f	Stage IV / TIER4f
Exhaust gas aftertreatment		SCR	SCR
Cooling		Liquid	Liquid
Number of cylinders		6	6
Performance ISO 9249	kW	430,0	430,0
Performance SAE J 1349	hp	576,0	576,0
Speed	min-1	1.700	1.700
Travel system		hydrost.	hydrost.
Operating voltage	V	24	24
Compaction Wheels			
Width, front	mm	1.400	1.400
Width, rear	mm	1.400	1.400
Number of teeth/cutters, front		72	72
Number of teeth/cutters, rear		72	72
Compaction coverage per side	mm	1.520	1.520
Brakes			
Service brake		hydrost.	hydrost.
Parking brake		hydromec.	hydromec.
Steering			
Steering system		oscil.artic.	oscil.artic.
Steering method		hydraulic	hydraulic
Track radius, inner	mm	3.050	3.050
Steering / oscillating angle +/-	grad	40/15	40/15
Dozer Blade			
Height adjustment over ground level	mm	1.375	1.375
Height adjustment below ground level	mm	50	50
Dozer blade capacity acc. to SAE J 1265	m3	15,8	15,8
Capacities			
Fuel	l	1.000,0	1.000,0
Engine oil	l	47,0	47,0
Hydraulic oil	l	590,0	590,0
AdBlue	l	95,0	95,0

Technical modifications reserved. Machines may be shown with options.

Standard Equipment

- ☑ Electronic engine management
- ☑ Electronic monitoring module with engine shut-down
- ☑ Engine air intake at a height of 4 m
- ☑ Dry air filter
- ☑ Cold starting system
- ☑ Multi fuel filter system
- ☑ Fuel bleeding pump
- ☑ Hydraulic all-wheel drive (Quad pump drive)
- ☑ Wear control in hydraulic circuit
- ☑ Hydraulically operated articulated steering system
- ☑ Oscillating articulated joint between front and rear frames
- ☑ Automatic central lubrication system
- ☑ Polygonal compaction wheels, velded forged teeth*
- ☑ Adjustable scrapers in front of and behind each wheel
- ☑ All drive components well protected by the closed frame pan
- ☑ Wire deflector and drive protection on inner side of wheels
- ☑ Blade (5200 mm)*
- ☑ ROPS/FOPS
- ☑ Noise insulated cab
- ☑ Vibration insulated cab suspension
- ☑ Cab ventilation with overpressure
- ☑ Activated charcoal filter for odour restriction
- ☑ Automatic heating - air conditioning
- ☑ Tinted safety glass panes
- ☑ Sun shades
- ☑ Sliding windows on both sides
- ☑ Front / rear windscreen washer system
- ☑ Interval switch for windscreen wiper
- ☑ Outside and inside rear mirrors
- ☑ Heated outside mirror
- ☑ Air suspended seat
- ☑ Seat heating
- ☑ Head rest
- ☑ Control unit for dozer blade and travel direction control integrated in driver's seat
- ☑ Adjustable joystick steering
- ☑ Display instruments
- ☑ CD-Radio
- ☑ 24 V electrics
- ☑ Generator 80 A
- ☑ Battery disconnecting switch
- ☑ Working lights, 6 front / 4 rear
- ☑ Rotary beacon
- ☑ Audible backup alarm
- ☑ Warning horn
- ☑ Access steps right / left
- ☑ Towing eyes front / rear
- ☑ Hydr. driven, reversible and speed controlled radiator fan
- ☑ Rearview camera

* must be ordered separately

Optional Equipment

- ☐ Premium compaction wheels with highly wear resistant teeth
- ☐ Pre start cabin heating
- ☐ Fire extinguisher
- ☐ Special painting
- ☐ Protective ventilation system (Pre-installation)
- ☐ Lockable hood lock (anti-theft protection)
- ☐ Tool kit
- ☐ TELEMATIC
- ☐ Semi-U-Blade 5244mm

BOMAG
Hellerwald
D-56154 Boppard
P.O. Box 5162
Tel. (0)6742 - 1000
Fax (0)6742 - 3090

BOMAG
FAYAT GROUP

The Waste Services Department of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:

Year: 2018

Model: 120,000# Landfill Compactor

Color: Manufacturer's standard color

Equipment: To be equipped per specifications.

Warranty: 12 month complete machine warranty, 5 year 7500 hour extended power train warranty

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

180 days

Maximum Budgeted Purchase Amount:

$1,264,470.00

BASIC SPECIFICATIONS

Y✓ N___ Engine shall have a minimum of 499 net hp and 554 gross hp rated at 1800 rpm.

Y✓ N___ Operating weight with straight landfill blade shall be a minimum of 114,000 lbs. (51 726 kg)

Y___ N✓ Total machine width over wheels shall not exceed 14' (4280 mm).

Y___ N✓ Machine height to top of cab with air conditioner shall be 14.92' (4549 mm).

Y___ N✓ Machine wheelbase shall be 14.93' (4550 mm) with center-point articulation.

Y___ N✓ Length of machine with blade on the ground shall be 33.41' (10 182 mm).

Y✓ N___ Machine ground clearance shall be 23.3" (593 mm).

ENGINE

Y✓ N___ Engine shall be US Tier IV compliant.

Y✓ N___ Engines shall utilize only clean filtered air for combustion, not extra trapped or recirculated exhaust gas (EGR) from previous combustion events. Diesel engine users have noted EGR can increase maintenance intervals and contribute to more frequent engine rebuilds.

Y✓ N___ Engine shall be a liquid cooled six cylinder four stroke cycle diesel type, turbo charged, wet sleeve design, fully equipped with all operating accessories including run hour meter.

Y___ N✓ Engine shall have a minimum 1104 in^3 (18 liter) displacement.

Y✓ N___ Engine shall be equipped with a direct injection fuel system.

Y✓ N___ Engine lubricating oil shall be filtered and cooled.

Y___ N✓ All heat exchangers and radiators shall be trash specific, a heavy-duty open core design and maximum core of 6 fins per inch of copper allow with access for servicing and cleaning. 10 fins/inch

Y✓ N___ Engine shall be equipped with turbine pre-cleaner or an optional Optimax Sy-Klone two-stage turbine pre-cleaner system. Approved equal

Y✓ N___ Engine shall be equipped with a 24v electrical system for both starting and operating with a minimum 100-amp alternator.

Y✓ N___ Machine shall be equipped with a hydraulic driven reversible fan with automatic timer and manual control.

Y✓ N___ Engine shall be equipped with direct electric start.

Y✓ N___ Engine shall be equipped with a cold weather starting aid. Standard

Y✓ N___ Machine shall have a 120v or 240v block heater. Add: M51- winter package

ENGINE

Y___ N✓ Radiator fan shall swing out to provide easy access without special tooling for inspection, servicing and cleaning.

Y___ N✓ The fan and radiator shall be isolated away from the engine for a quieter running machine.

Y___ N✓ An emergency engine shutdown switch shall be located inside the left bumper door for simple access.

Y___ N✓ Machine shall be equipped with 4 heavy-duty 1000 CCA maintenance free batteries. 2 x 1050 CCA, low maintenance

Y✓ N___ Machine shall be equipped with a dry type radial seal air cleaner with primary and secondary elements with service indicator locally mounted.

Y✓ N___ Machine shall be equipped with oil pumps sufficient for continuous use on 2:1 slopes, (50% or 26°).

Y✓ N___ Machine shall be equipped with large capacity, trash specific coolers for engine, hydraulic and transmission oils.

POWERTRAIN/TRANSMISSION

Hydrostatic

Y___ N✓ Machine shall have a planetary powershift transmission with two speeds forward and reverse and capable of making speed and direction changes at full speed without manual engine deceleration.

Y✓ N___ Maximum direct drive speed range shall be no slower than 6.8 mph (10.9 kph) in forward or reverse.

Y___ N✓ Throttle lock shall be available to allow the operator to preset engine speed for operator and machine efficiency.

Y___ N✓ Controlled Throttle Shift shall work with the transmission Electronic Control Module to prolong transmission life through efficient, smooth shifting.

Y___ N✓ Machine shall be equipped with an impeller clutch torque converter controlled by left foot pedal.

Y___ N✓ Machine shall have outboard final drives and front No-SPIN differentials standard.

STEERING

Y___ N✓ Inside turning radius at wheels shall be 12' 5" (3777 mm)

Y___ N✓ Maximum Outside turning radius at end of blade:
Semi-U Blade = 29' (8823 mm)

Y✓ N___ Total articulation angle shall not exceed 86° (43° each way)

Y✓ N___ Load sensing steering shall be available to direct power to the steering system only when the operator steers the machine.

Y___ N✓ Steering system shall be a single lever Steering and Transmission Integrated Control (STIC). This joystick allows the operator to control steering and direction as well as gear selection with the left hand.

BRAKES

Y ✓ N ___ Service brakes shall be completely enclosed with modulated engagement and designed for easy servicing on the front axle only.

Y ___ N ✓ Machine shall have a multiple disc, dry driveline parking brake that is spring applied and hydraulic released.

HYDRAULIC SYSTEM

Y ✓ N ___ A single lever dozer control shall hydraulically control all blade functions; Raise, lower, hold and float.

Y ___ N ✓ Hydraulic Implement System shall be an electro-hydraulic, pilot operated. Implement pump shall be a gear type with flow rate of 188 liters per minute at 24,000 kPa at a speed of 2006 rpm's at rated engine speed.

Y ___ N ✓ Hydraulic Steering System shall be pilot operated, load-sensing system. Steering pump shall be a piston type with flow rate of 268 liters per minute at 24,100 kPa at a speed of 2006 rpm's at rated engine speed.

AXLES

Y ___ N ___ Axle shafts shall be free floating and able to be removed independently from the wheels and planetary drives. N/A

Y ✓ N ___ Planetary units shall be able to be removed independently from the wheels and brakes.

WHEELS

Y ✓ N ___ Wheels shall be designed and supplied by original equipment manufacturer and are to be compatible with the standard machine manufacturer's axle guards and protection.

Y ✓ N ___ All four (4) wheels shall be identical with a minimum of 55" in width, with pin on long life tips. Not pin on, weld

Y ✓ N ___ Each wheel shall have striker bars located in front of and behind the rear wheels and behind the front wheels providing protection from trash that can be thrown or carried by the wheels.

Y ___ N ✓ Each wheel shall have hard facing applied to the inner and outer drum edges on the outside diameter. Inner only

Y ___ N ✓ Each wheel shall have drum extension to match machine's axle guarding.

Y ✓ N ___ Wheels shall have factory installed wear bars welded to the inside cone of each wheel.

Y✓ N___ Manufacturer shall provide written warranty that provides for a pro-rated 10,000-hour tip wear life guarantee.

OPERATOR'S STATION

Y✓ N___ Cab shall be fully enclosed with rollover protective structure (ROPS) meeting the following criteria: SAE J1040 May '94, and ISO 3471: 1994.

Y✓ N___ Cab shall also meet the falling object protective structure (FOPS) criteria: SAE J231 Jan '81: ISO 3449: 1992 LEVEL II.

Y✓ N___ With cab properly maintained and doors and windows shut, cab shall meet operator sound exposure limits set according ANSI/SAE J1166 Oct '98.

Y✓ N___ Cab shall be equipped with heater (Hot Water Type), factory built and installed air conditioning with roof mounted compressor, front and rear defroster, front and rear intermittent wet arm washer wipers and air suspension type seat with six (6) way adjustment with seat belt. Seat shall also have adjustable armrests.

Y✓ N___ Cab shall have tinted, bonded or rubber mounted, flat laminated safety glass that is readily available and installable by an automotive glass company.

Y✓ N___ Front window shall be equipped with sun visor or panoramic mirror.

Y✓ N___ The cab shall have rear view mirrors (inside and outside).

Y___ N✓ Window guard shall also be available. DDIDP

Y___ N✓ Engine enclosure padding shall be available for even greater noise level reduction. DDIDP

Y✓ N___ Gauges for fuel level, engine coolant, hydraulic oil, transmission temperature, tachometer/speedometer shall be available as well as alerts for air inlet temperature, brake oil pressure, electrical system low voltage, engine oil pressure, engine overspeed, fuel pressure, hydraulic oil filter status, parking brake status and transmission filter status.

Y___ N✓ A 12-volt, 15 amp converter shall be available to power speakers, antenna, all wiring and brackets for communications or entertainment as well as phones and laptops. DDIAP

Y___ N✓ The operator's station shall have right and left doors that can be fully opened and latched for entry and exit.

Y✓ N___ Machine shall have a fixed or swing-out rear access walkover stairway for easy inspection of rear axle components and access to engine compartment.

Y___ N✓ Backup alarm, halogen front and rear lights, emergency starting receptacle and maintenance-free batteries shall be included. ✓ ✓ DDIDP

BLADES

Y___ N✓ Various blade selections of a Straight blade, Semi-U Blade or U-Blade shall be made available and shall be suitable for installation on machine provided without modification and shall be made by the manufacturer of the machine.

Y✓ N___ Straight Blade shall be no less than 17' (5193 mm) wide with an overall height of at least 7' 3" (2222 mm) including a trashscreen specifically designed to allow maximum vision for the operator. The capacity of the blade shall be at least 25.9 cubic yards (19.9 cubic meters).

Y✓ N___ Semi-U Blade shall be no less than 17' 5" (5311 mm) wide with an overall height of at least 7' (2133 mm) including a trashscreen specifically designed to allow maximum vision for the operator. The capacity of the blade shall be at least 29.3 cubic yards (22.4 cubic meters).

Y___ N✓ U-Blade shall be no less than 17' 3" (5273 mm) wide with an overall height of at least 7' (2133 mm) including a trashscreen specifically designed to allow maximum vision for the operator. The capacity of the blade shall be at least 33.75 cubic yards (25.8 cubic meters).

Y✓ N___ Blades shall be equipped with reversible cutting edges and replaceable end bits.

Y✓ N___ Blades shall be able to raise, lower and float.

Y___ N✓ Automatic Blade Positioning shall be available to automatically lower the blade when the machine is shifted forward and raise when in reverse. The system shall allow the operator to pre set the position of the blade from inside the cab and the system shall have an over ride which will allow the operator to control the blade.

SERVICEABILITY

Y___ N✓ Bottom of machine shall be easily accessed for engine and transmission service, inspection and cleaning and bottom guards shall be mechanically raised and lowered.

Y___ N✓ Both sides of the engine compartment shall have swing out doors that provide easy access to maintenance points.

Y✓ N___ All scheduled grease points shall be well within reach at ground level. Central lubrication

MINIMUM SERVICE FULL CAPACITIES

Y✓ N___ Fuel tank shall hold at least 210 gallons (800 L).

Y___ N✓ Cooling system shall hold at least 28 gallons (107 L).

Y___ N✓ Crankcase shall hold at least 16 gallons (60 L). 10 gallons

Y___ N___ Transmission shall hold at least 22 gallons (83 L). N/A - Hydrostatic

Y___ N___ Differentials and Final Drives, front and rear, shall hold at least 49 gallons (186 L). N/A - Hydrostatic

Y✓ N___ The Hydraulic Tank shall hold at least 36 gallons (137 L) with total system at 63 gallons (240 L).

OWNING AND OPERATING COSTS

Y✓ N___ Engine shall have a 500-hour oil change interval.

Y✓ N___ Transmission shall have a 1000-hour oil change interval

Y___ N✓ Differentials and Final Drives shall have a 2000-hour oil change interval 1000 hr.

Y___ N✓ Hydraulic tank and system shall have a 4000-hour oil change interval. 2000 hr.

Y✓ N___ Total grease fittings shall be no more than 10. Auto - lube

GUARDING PACKAGES

heavy duty labyrinth seals protect planetary / 2 wire cutters per axle

Y ✓ N ___ A guarding system shall be available that is designed, fabricated and installed by original equipment manufacturer to protect axle housings, final drives and seals from debris.

Y ✓ N ___ Engine and powertrain guards shall shield components from debris as well as allow access for cleaning and maintenance.

Y ✓ N ___ Machine shall have steel engine enclosure with appropriate locking side and top access doors.

Y ✓ N ___ Machine shall have guarding for the hydraulic tank, oil sight gauge and fuel tank.

Y ✓ N ___ Machine shall have an easy access battery box.

Y ___ N ✓ Machine shall have a windshield guard to prevent breakage of lower portion of front windows. DD|DP

Y ✓ N ___ Cab bottom guard shall be available to protect hoses and wires beneath the cab.

Y ___ N ✓ Front frame guards shall prevent trash buildup inside the frame of the machine. DD|DP

Y ___ N ✓ A rear fan and grill guard shall be available to provide extra protection for the rear fan and grill and shall have quick release.

Y ✓ N ___ Machine shall have heavy-duty handles and steps.

Y ___ N ✓ Machine shall have lower center hinge pin guard. Not Required

Y ___ N ✓ Guards shall be powered to assist in lowering and raising guards. Sealed tub design

GLOBAL POSITIONING SYSTEM AND GRADE CONTROL SYSTEM DD|DP

Y ___ N ✓ Machine shall have a centrally located static main system, software system application and on board software installed for a solid-waste compactor

Y ___ N ✓ System shall have the ability to support a non-collocated GPS reference station

Y ___ N ✓ System shall have the ability to control grade using an in-cab mounted touch screen color display with graphical representation of actual and designed elevation.

Y ___ N ✓ System shall have the ability to provide the operator on the in-cab display a color graphical representation of reference information such as gas lines, well heads, fence lines etc.

Y ___ N ✓ System shall have the ability to provide a graphical color representation of compaction passes, thick lifts areas and lift thickness.

Y ___ N ✓ System shall have an in-cab touch-screen color display for the operator

Y ___ N ✓ System shall be required to utilize a dual channel 900 MHz spread spectrum radio to transmit and receive data.

Y ___ N ✓ System shall have the ability to update a site digital terrain model in the system office software

Y ___ N ✓ Software shall be required to provide near real time representation of the landfill topography

Y ___ N ✓ System shall have the ability to transmit new design files from the office software to the machines over wireless radio network and retrieve files from the machine using the office software.

Y___ N✓ System shall have the ability to visually review and verify design files using the system office software prior to the file being sent wirelessly to the machine.

Y___ N✓ System shall have the ability to perform basic diagnostics and troubleshooting via the office software and radio network.

Y___ N✓ System shall have the ability to track productivity, machine utilization, GPS signal information, location and movement of the equipped machine by the operator in cab and the office software.

Y___ N✓ System shall have the ability to export machine terrain data in configurable grid sized and configurable area dimensions that can be utilized by engineering software and personnel.

Y___ N✓ It shall be a mandatory requirement that the system have the capability to report real time productivity and volume calculations on the in-cab display and in the system office software.

Y___ N✓ System shall be required to have the ability for the operator and office manager to input/create flat and include plane designs independently.

Y___ N✓ System shall be required to have the ability for the operator to establish and record points with unique identifiers, actual elevation, actual location (northing and easting), distance, slope and the number of the actual load of that day for special waste handling.

Y___ N✓ System shall be required to have the ability to send/receive record points with unique identifiers, actual elevation, actual location (northing and easting), distance, slope and number of actual load that day for special waste handling to the office software over the wireless network system.

Y___ N✓ The vendor submitting the above described system shall be required to have a complete and fully operational system, which has been field tested, environmentally hardened and proven to survive in a landfill environment with minimum of 3 years operational experience.

Y___ N✓ Machine shall have a LED strobe beacon unit. The beacon shall be wired directly into cab disconnect switch. The beacon shall only be able to be turned off by using the in cab disconnect switch.

WARRANTY

To include 12 month full machine warranty to run concurrently with 5 year or 7500 hour extended power train warranty. Should field service be required, travel time and mileage is included for the first 6 months.

OPTIONS

Deluxe cab to include: rubber mounted cab glass, powered cab precleaner, heated and ventilated seat, internal panoramic mirror.
Heated mirrors.
Premium guard actuation.
Swingout stairway (LH & RH).
LED warning light.
High speed oil change system.
AM/FM/CD Bluetooth radio.

Specification Number VE17-18. – Waste Services Department Vehicle Purchase # 120,000# Landfill Compactor

Posting Date	November 22, 2017
Due Date for Offers	December 22, 2017
Depart. Contact	Pat Johnson, Director Solid Waste
Fleet Maint.	Dennis Rigby – Fleet Maintenance

VE 17-18.006 Waste Services Department Vehicle Purchase - # –120,000# Landfill Compactor

Offers for the sale of vehicles meeting the specifications for VE17-18.006 Solid Waste Department Vehicle Purchase # as listed will be accepted until **5:00 pm on December 22, 2017.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place, Pensacola, Florida 32502
And clearly marked with the Specification Number VE17-18.006 Waste Services Department Vehicle Purchase # and the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13855 **County Administrator's Report 10. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/05/2018
Issue: Approval to purchase of One Compact Track Loader
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of One Compact Track Loader - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding the purchase of one compact track loader:

A. Authorize the County to utilize the National Joint Powers Alliance (NJPA) Term Contract (032515-CAT), in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for one new 2018 Caterpillar Compact Track Loader, Model 299D2XHP, for the Escambia County Waste Services Department, to Thompson Tractor Company, Inc., in the amount of $82,339.64, according to the specifications outlined in Specification Number VE 17-18.008.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County website for 30 days. No responses were received.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 56401, Machinery & Equipment]

BACKGROUND:

In accordance with Board policy adopted on September 16, 2013, regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contract, Federal Schedules, or other Purchasing Cooperative Contract sanctioned for use by Escambia County, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 17-18.008, Compact Track Loader Purchase was posted beginning December 13, 2017, for a period of thirty days. No bids were received.

BUDGETARY IMPACT:

Fund 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 56401, Machinery & Equipment

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

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, Florida 1999, Chapter 46, Finance, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation

Original Quote

The Waste Services Department of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description: **VE 17-18.008**

Year: 2018

Model: 106 HP Compact Track loader

Color: Manufacturer's standard color

Equipment: To be equipped per specifications.

Warranty: 12 month complete machine warranty

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

30 days

Maximum Budgeted Purchase Amount:

$82,339.64

COMPACT TRACK LOADERS

BASIC SPECIFICATIONS

Net power using SAE 1349 shall be at least 106 hp (79 kW).

Gross power using SAE J1995 shall be at least 110 hp (82 kW).

Operating weight shall be 11608 lb (5265 kg).

Machine shall have a maximum length of 154.7 in (3931 mm) with bucket on ground and 125.5 in (3189 mm) without bucket on ground.
Machine width shall be 76.0 in (1931 mm) when equipped with 15.7 in (400 mm) wide tracks.

Machine height at the top of the cab shall be 83.6 in (2125 mm).

ENGINE

Engine shall be a 3.8L, Turbo Diesel Engine, meeting Tier4 Final (Stage IV) Emissions Standards

The engine emissions solution shall incorporate the latest Tier 4 Final emissions technology which captures particulate matter by utilizing a wall flow filter design.

Engine shall be direct fuel injected, turbocharged, liquid cooled and shall have four cylinders.

Engine shall have a total displacement of not less than 232 in3 (3.8 L).

The engine shall be equipped with an alternator that has a charging capacity of at least 100 amperes.

Air Inlet heater shall be provided for improved starting in cold weather (not ether starting aid).

Air filtration shall be accomplished via a radial seal air cleaner with a secondary backup, as well as a convenient in-cab air flow restriction indicator. The air intake system shall be designed to accept an external pre-cleaner.

The machine shall not have any cooling cores or condenser mounted or stacked on top or below the radiator, restricting cooling capability.

The engine and hydraulic oil coolers shall have an ambient temperature cooling capacity of 109 degrees F (43 degrees C)

The cooling system shall pull air in from the rear of the machine and exhausted through the top of the cooling package, directing it away from the operator and site bystanders.

The cooling fan shall not be belt driven, but should be powered by a hydraulic motor that is demand driven (activated by an electrical solenoid) based on climate and heat loads. When fan is active it must maintain constant airflow and fan speed, even under a load that would cause the engine to lug.

Reversing Fan must be available to assist in removing material from the rear door intake screen. Must provide both automatic and manual purge modes.

The machine shall have an electronic torque management system that automatically destrokes the hystat pump to reduce the chance of stalling the engine during lugging.

There shall be no more than Two belts driven off the engine.

The machine shall have braided, color-coded and numbered wiring harness for easy diagnostics.
The machine shall have sealed pin connectors to prevent dirt and moisture infiltration.

The machine shall be equipped with a battery that has at least 12 volts and 1000 CCA for cold start capabilities in 32 degrees F (0 degrees C) climate.

Battery Disconnect switch (master switch) must be available which will provide a basic level of machine security and prevent battery drain during periods of inactivity.

The machine shall be equipped with a water-in-fuel sensor and in cab indicator.

Exhaust flow and cooling package airflow should be mixed to reduce temperature of exhuast gases leaving the exhaust stack.

POWERTRAIN/TRANSMISSION

Two hydrostatic axial piston drive pumps shall be splined directly to the engine via a flexible coupling for maximum efficiency, reliability and serviceability and shall power the final drive motors, driving the tracks.

Hydrostatic drive pumps shall be contained in a mono-block housing for maximum reliability and durability.

The drive system shall be of an external positive drive with steel on steel contact of tooth and sprocket engagement.

Electronic hand throttle (dial) shall be provided to allow the operator to match engine speed to a task. The hand throttle shall allow the operator to maintain consistent engine speed when desired. Hand throttle (dial) will have capability to provide 'decel' functionalilty when hand throttle (dial) is placed in the High Idle position.

Electronic foot throttle shall be provided to allow the operator to match engine speed to a task. The foot throttle shall allow the operator to vary engine speed and minimize fuel consumption. The machine will have the capability to electronically smooth foot throttle control while operating over rough ground.

An electronic torque management feature shall allow maximum power to the tracks while minimizing engine stalling.

Maximum forward and reverse travel speed 1 shall be at least 5.2 mph (8.4 kph).

Maximum forward and reverse travel speed 2 shall be at least 8.4 mph (13.5 kph).

Must have planetary gear reduction final drive.

2 Speed must be standard.

STEERING

The machine shall be equipped with a single, electrically operated joystick that controls the forward/reverse and steering directions.

Machine must be equipped with a selectable pattern control changer to operate in either “ISO” Pattern or “H” Pattern.

Machine shall have an air ride seat with seat mounted / adjustable joystick controls.

Full turning radius from center/coupler without a bucket shall be no greater than 58.1 in (1476 mm).

BRAKES

Machine shall have a spring applied, hydraulically released parking brake that shall automatically engage when arm bar is raised, and shall be designed to hold machine static at any point on a 2 to 1 slope.

HYDRAULIC SYSTEMS

The machine shall be equipped with a single, electrically operated joystick that controls the lift, lower and tilt functions.
The hydraulic pumps shall be driven directly off the engine for maximum hydraulic performance and reliability-no belts shall be used.

Machine shall be equipped with auxiliary hydraulics activated by a thumb switch located on the right joystick.

The machine shall be equipped with a hydraulic tank that has an anti-cavitation feature.

The machine shall be equipped with a hydraulically driven fan, eliminating maintenance costs and friction losses associated with a belt.

The High Flow hydraulics of the machine shall be at least 40 gal/min (150 L/min).

The High Flow hydraulic pressure of the machine shall be at least 4,061 psi (28,000 kPa).

The High Flow hydraulic horsepower of the machine shall be at least 94 hp (70 kW).

The High Flow hydraulic pump flow shall be supplied by a load sensing piston pump.

Dual, variable-displacement, axial piston pumps shall be driven off the engine and provide hydraulic flow to the drive motors via a closed loop system.

Machine shall be equipped with abrasion resistant Tough Guard hoses and O-ring face seals help assure a leak free system.

Standard auxiliary hydraulics to power tools shall be available through self relieving quick connect hydraulic couplings that are rigidly mounted to the loader arm.

The drive and implement hydraulic pumps shall be electically actuated and may not be actuated via any mechanical linkages.

AXLES

Machine shall have 4 heavy-duty torsion axles to suspend each side of the undercarriage from the machine frame and shall be shock absorbing.

UNDERCARRIAGE

The track shall consist of molded rubber with embedded steel bars that span the width of the track.

The track shall consist of continuous wound steel cables that provide tensile strength so that the track does not stretch.

The undercarriage shall not be directly mounted to the machine frame, but shall instead be suspended via four independent torsion axles in order to minimize machine stresses and maximize traction.

The undercarriage shall contain front and rear triple flange steel idlers.

Machine shall have a minimum ground clearance of no less than 9.6 in (245 mm).

Machine ground pressure shall not exceed 5.3 psi (36.7 kPa).

Overall length of track shall be 89.4 in (2270 mm).

Length of track on the ground shall be 69.6 in (1767 mm).

Machine weight shall be evenly distributed across the entire width and length of the track via multiple sets of rollers to disperse pressure, and maximize traction and flotation.

Undercarriage shall consist of an open design that allows easy cleaning of components.

Elevated positive track shall keep drive components away from ground debris.

OPERATOR STATION

The machine shall be equipped with deep skid-resistant, self-cleaning steps.

The machine shall have no foot controls used to operate loader arm, tilt function or auxiliary hydraulics.

The machine shall be equipped with an High Back, Heated, “Air Ride” Suspension Seat with lumbar and recline adjustments.

The machine shall have a one-piece sealed & pressurized cab design.

The machine shall be equipped with both a hand and a foot throttle.

The machine shall be equipped with adjustable boom / bucket response control, adjustable drive response control as well as travel speed control (creeper).

The machine shall be equipped with a single, electrically operated joystick that controls the lift, lower and tilt functions.

The machine shall have a retractable seat belt.

The machine shall come standard with an arm bar that when lifted, automatically engages the machine parking brake for added operator comfort and safety.

The machine shall be equipped with ROPS/FOPS protective structures rated to at least (14,771 lb) 6700 kg.

Cab door must be equipped with a 2 quick release handles to remove front door that require no use of tools to remove.

The machine shall have a heater coil rated capacity of at least 23,518 Btu (5930 kcal).

The machine shall have audible warning alarms for engine coolant temperature, engine oil pressure and hydraulic oil temperature.

Machines shall be equipped with a hydraulic lockout mechanism that prevents loader arm movement with door in open position.

Machine shall be equipped with a convex, rearview mirror for superior visibility to the rear and sides of the machine.

Machine shall have removable side windows that require no use of tools to remove for easy cleaning.

Side windows shall have two sliding panes, front and rear, to provide protection from the elements and allow fresh air ventilation.

Machine shall be equipped with 2 adjustable, cab mounted front LED working lights and 2 frame mounted, rear LED working lights.

Machine shall be equipped with a standard 12V electrical socket.

Air conditioning condenser shall not be mounted on any other cooling core(s).

The machine shall have an 5 inch, full color, LCD display that supports a rearview camera.

The machine shall have up to 50 individual security codes where the operator preferences are retained for each code. The master code provides the capability to monitor each individual code/operator for fuel usage, hours of operation, as well as events and diagnostics.

The machine display shall provide on screen adjustment capability for creep setting, ride control activation speed, top speed limit setting, English/Metric units, choice of 6 languages, choice of 4 backgrounds, and choice of 4 gauge styles.

Machine shall have a rear view camera.

The machine shall be equipped with Speed Sensitive Ride Control, which engages and disengages automatically, to cushion the loader arms during carry and travel operation.

Machine shall have cellular based tracking providing machine hours and machine location.

Machine shall have Bluetooth capability and Microphone integrated with an AM/FM/Weather Band Radio with USB and Auxiliary Input Jack.

LOADER LINKAGES / STRUCTURES

Loader linkage shall be of a vertical lift style.

Loader linkage shall be equipped with a split style D-ring for securing work tool auxillary hoses.

The pins shall have countersunk grease fittings to protect them from damage.

The machine shall be equipped with two tilt cylinders, protected by a heavy-duty torque tube.

The machine shall have a tipping capacity of at least 9450 lb (4286 kg).

Rated operating capacity at 35% tipping load shall be no less than 3308 lb (1500 kg).

Rated operating capacity at 50% tipping load shall be no less than 4725 lb (2143 kg).

Rated operating capacity with counterweight shall be no less 4975 lb (2257 kg).

The machine will have a dump angle of at least 54° for superior bucket cleanout.

The machine shall have an arched transition to the coupler for increased dump clearance.

Vertical lift linkage shall provide visibility under the loader arm to left & right sides when bucket is in the carry position.

The vertical lift linkage shall provide a consistent and uniform lift path for maximum reach throughout the entire lift cycle.

Cantilevered pins in the loader linkage shall be forged and induction hardened, and shall be the same diameter all the way through using a flagged end to secure them to one side, allowing them to rotate in the corresponding bore.

The machine shall have a maximum hinge pin height of at least 126.3 in (3208 mm).

Reach at maximum lift and dump shall be at least 33.6 in (852 mm).

Clearance at maximum lift and dump shall be at least 94.5 in (2399 mm).

Rack back angle at maximum height shall be 81 degrees.

Maximum reach with arms parallel to the ground shall be 51.9 in (1319 mm).

Tilt cylinder breakout force shall be at least 7270 lb (3298 kg).

Lift cylinder breakout force shall be at least 6162 lb (2795 kg).

Electronic Dual Direction Self Level with electronic lift cycle snubbing shall be standard.

Electronic work tool return to dig feature and electronic work tool positioner shall be standard.

WORK TOOL OPTIONS

Machine shall have a universal quick coupler interface to easily change work tools.

Coupler shall have the following features: a low profile side plate designed for optimum match to work tools and minimal material packing, opposing wedges to ensure a tight tool fit, large contact areas to absorb loads and minimize stress, chrome plated and lubricated vertical pins for smooth engagement and prevention of corrosion.

Coupler shall have manual engagement and disengagement of work tools using two high leverage handles.

The quick coupler shall be activated from inside the cab to allow engagement and disengagement without needing the operator to exit the machine.

The machine shall have self relieving auxillary quick disconnects that connect under pressure for easier connection to work tools

SERVICEABILITY

Maintenance points shall be grouped in easily accessible, ground level locations.

The machine shall be equipped with grouped filter configuration with fuel/water separator filter and hydraulic oil filter being cartridge style.

The engine shall be mounted lengthwise for better accessibility.

The radiator and hydraulic oil cooler shall be protected by a guard/grill which shall tilt up to gain access to the cores.

The machine shall be equipped with sight gauges on the hydraulic tank and the radiator.

The machine shall be equipped with standard system pressure and fluid analysis test ports.

The machine shall have an electronic port allowing electronic machine diagnostics.

The machine shall have a cab that tilts to the rear by an individual using hand tools and shall expose all pumps, motors, valves and lines. Cab shall be held in place when tilted by a self latching mechanism.

The machine shall not have any required daily maintenance points that require lifting of the cab structure.

Machine shall have a vented, steel, rear door, with a bumper that slightly protrudes beyond the door, in order to prevent damage to engine compartment components.

The rear door shall open to provide for easy access to both sides of the engine without the need for hand tools.

A removable belly pan section in the floor of the machine's lower frame shall provide excellent access for periodic cleaning

All filters shall be easily accessible from the ground, which makes routine service quicker and virtually spill free.

MINIMUM SERVICE FILL CAPACITIES

The machine shall have a hydraulic oil tank capacity of at least 10.3 gal (39 L).

Hydraulic system shall hold 14.5 gal (55 L).

Fuel tank shall hold 32.2 gal (122 L).

Engine crankcase shall hold 3.5 gal (13 L).

Engine cooling system shall hold 4.1 gal (16 L).

Diesel Exhaust Fluid system shall hold no less than 5.0 gal (19L)

OWNING AND OPERATING COSTS

Extended life coolant shall be standard

The machine shall have recommended 500-hour engine oil change intervals.

The machine shall be equipped with hydraulic oil that can achieve 6000 hour life with regular oil sampling and recommended filter changes.

OPTIONS

84" Bucket

Rotating Beacon

Auto Reversing Fan

Specification Number VE 17-18.008 – Waste Services Department Vehicle Purchase # 106 HP Compact Track Loader

Posting Date	December 13, 2017
Due Date for Offers	January 14, 2018
Depart. Contact	Pat Johnson, Director Solid Waste
Fleet Maint.	Dennis Rigby – Fleet Maintenance

VE 17-18.008 Waste Services Department Vehicle Purchase -106 HP Compact Track Loader

Offers for the sale of vehicles meeting the specifications for VE 17-18.008 Solid Waste Department Vehicle Purchase # as listed will be accepted until **5:00 pm on January 14, 2018.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place, Pensacola, Florida 32502
And clearly marked with the Specification Number VE17-18.008 Waste Services Department Vehicle Purchase # and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Thompson CAT THE Rental STORE 1-800-RENT-CAT

RENTAL _____ SALES X QUOTE _____ CMD

DATE:	SALESMAN:	DEL. DATE:
3/13/2018 14:19	Chris Dowda	
CUSTOMER:		TIME PROMISED:
ESCAMBIA COUNTY FLORIDA SOLID WASTE MANAGEMENT		
CONTACT:		CREDIT STATUS:
DENIS RIGBY		N/A
PHONE:		JOB NAME:
850-393-0633		
NOTES:		ADDRESS:
NEW 2017 CATERPILLAR 299D2XHP COMPACT TRACK LOADER		CANTONMENT, FL
ENCLOSED CAB/AC, HIGH FLOW (40GPM @4061PSI)		
84" BUCKET, CAT ROTATING BEACON		
AUTO REVERSING FAN, RUBBER TRACKS		
FREIGHT:		
0		

QTY	ITEM	LIST PRICE	NJPA SALE PRICE
1	NEW 2017 CAT 299D2XHP	$119,728.61	$82,339.64
		Price before taxes if applicable	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13861 **County Administrator's Report 10. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/05/2018
Issue: Approval to One Ford F550 Chassis 4x4 Dual Rear Wheel Truck
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Purchase Order for One Ford F550 Chassis 4x4 Dual Rear Wheel Truck - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding the purchase of one Ford F550 Chassis 4x4 Dual Rear Wheel Truck:

A. Authorize the County to utilize the Florida Sheriff's Association Term Contract (FSA17-VEL15.0), in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for One Ford F550 Chassis 4x4 Dual Rear Wheel Truck, for the Waste Services Department, to Asbury Jax Ford, LLC, d/b/a Coggin Ford, in the amount of $56,861, according to the specifications outlined in Specification Number VE 17-18.010.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County website for 30 days. No responses were received.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 56401, Machinery & Equipment]

BACKGROUND:

In accordance with Board policy adopted on September 16, 2013, regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contract, Federal Schedules, or other Purchasing Cooperative contracts sanctioned for use by Escambia County, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specification for VE 17-18.010, Waste Services 17501# GVRW 4x4 Cab Chassis was posted beginning January 24, 2018, for a period of thirty days. No bids were received.

This unit will be replacing unit 57287 currently in use.

BUDGETARY IMPACT:

Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 56401, Machinery & Equipment

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

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, Florida 1999, Chapter 46, Finance, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation

Original Quote

The Waste Services Department of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:

Year: 2018 - 0 mileage

Model: 17,501# GVRW 4x4 Cab & Chassis

Color: White

Equipment: To be equipped per specifications.

Warranty: 60 month/ 125,000-mile warranty

Vehicle Specifications and Manufacturer's Options

84CA - 84" CAB TO AXLE (CA)
W5G - CREW CAB MODEL
52B - TRAILER BRAKE CONTROLLER
525 - SPEED CONTROL / TILT STEERING WHEEL
585 - AM / FM RADIO WITH SINGLE CD
THB - TIRES: 225/70Rx19.5G BSW TRACTION
942 - DAYTIME RUNNING LIGHTS
CV/HITCH - TRAILER TOW PACKAGE
76C - BACKUP ALARM
3Y/DB - 11' 2/3 DUMP WITH MANUAL GROUND CONTROL TARP
D5YMP - 5 YEAR / 125,000 MILE EXTENDED WARRANTY

Delivery required (from order date):

120 days

Maximum Budgeted Purchase Amount:

$56,861.00

17,501 LB GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X4

1. ENGINE:
    a. Diesel engine, minimum 190 HP
    b. Maintenance free heavy duty battery
    c. Manufacturer's heavy duty engine cooling.
    d. Heavy duty alternator
2. TRANSMISSION/AXLES:
    a. Manufacturer's standard automatic transmission
    b. Manufacturer's standard drive axle ratio for engine and transmission combination.
    c. Manufacturer's standard transfer case
    d. Limited slip differential on rear axles
3. PERFORMANCE ITEMS:
    a. Manufacturer's standard power steering.
    b. Manufacturer's standard gauges.
    c. Heavy duty front and rear shocks.
4. COMFORT ITEMS:
    a. Air conditioning, factory installed.
    b. Manufacturer's standard tinted glass all around.
    c. Manufacturer's standard AM/FM stereo.
    d. Heavy duty rubber floor covering instead of carpet.
    e. Vinyl seating with head rests to accommodate 3 passengers. Purchaser will select color at time of order.
    f. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).
5. SAFETY ITEMS:
    a. Dual mount outside mirrors must provide a field of vision for vehicles to 96" width, and for towing.
    b. Interior dome lights with left and right door activated switches.
    c. Air bags for driver and right front passenger, if available.
6. BRAKES:
    a. Rear anti-lock brakes, minimum.
7. TIRES AND WHEELS:
    a. BSW all season tread radial, 19.5" heavy duty truck tires.
8. CHASSIS, FRAME, CAB:
    a. Cab to center of rear axle - 60" approximately.
    b. Minimum 17,501 lbs. GVWR.
    c. Cab & chassis only.
    d. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
    e. Manufacturer's standard front bumper, bright or painted.
    f. Fuel tank capacity, 25-gallons minimum.

:

Specification Number VE17-18.010 – Waste Services Department Vehicle Purchase # 17,501# GVRW 4x4 Cab & Chassis

Posting Date	January 24, 2018
Due Date for Offers	February 26, 2018
Depart. Contact	Pat Johnson, Director Solid Waste
Fleet Maint.	Dennis Rigby – Fleet Maintenance

VE 17-18.010 – Escambia County Solid Waste Department Vehicle Purchase 2018 17,501# GVRW 4x4 Cab & Chassis

Offers for the sale of vehicles meeting the specifications for VE17-18.010 Solid Waste Department Vehicle Purchase # as listed will be accepted until **5:00 pm on February 26, 2018.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing
Attention: Jeff Lovingood, Purchasing Specialist
2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE 17-18.010 Waste Services Department Vehicle Purchase # and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

QUOTE

COGGIN FORD

9650 Atlantic Boulevard
Jacksonville, FL 32225
Phone: 904.725.3060 Fax: 904.723.6122

DATE: January 11, 2018

BILL TO: ESCAMBIA COUNTY
Landfill Operations

CAB & CHASSIS TRUCKS AND OTHER FLEET EQUIPMENT

FLORIDA SHERIFFS ASSOCIATION FSA17-VEL15.0	AMOUNT
SPEC #11: FORD F550 CHASSIS 4x4 DRW XL 203" WB	$ 37,182.00
Z1 - OXFORD WHITE EXTERIOR	INCLUDED
AS - MEDIUM EARTH GRAY INTERIOR	INCLUDED
99T - 6.7L POWERSTROKE DIESEL ENGINE	INCLUDED
X4N - LIMITED SLIP 4.10 AXLE RATIO	INCLUDED
84CA - 84" CAB TO AXLE (CA)	$ 160.00
W5G - CREW CAB MODEL	$ 3,140.00
52B - TRAILER BRAKE CONTROLLER	$ 269.00
525 - SPEED CONTROL / TILT STEERING WHEEL	$ 230.00
585 - AM / FM RADIO WITH SINGLE CD	$ 270.00
THB - TIRES: 225/70Rx19.5G BSW TRACTION	$ 180.00
942 - DAYTIME RUNNING LIGHTS	$ 44.00
CV/HITCH - TRAILER TOW PACKAGE	$ 898.00
76C - BACKUP ALARM	$ 138.00
3Y/DB - 11' 2/3 DUMP WITH MANUAL GROUND CONTROL TARP	$ 10,900.00
D5YMP - 5 YEAR / 125,000 MILE EXTENDED WARRANTY	$ 3,450.00
Subtotal	**$ 56,861.00**
Total	

SUBTOTAL	$ 56,861.00
TAX RATE	
SALES TAX	-
OTHER	
TOTAL	**$ 56,861.00**

Customers Approval for above work:_____

Make all checks payable to **COGGIN FORD**. If you have any questions concerning this invoice, contact Michelle Adm at eadm@cogginauto.com (904) 609-4640 or Nichole Miller at emiller1@cogginauto.com 904-705-5954

THANK YOU FOR YOUR BUSINESS!

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13910 **County Administrator's Report 10. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/05/2018
Issue: Contract Award for CR297A at Kingsfield Road (CR186) Intersection Improvements
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for County Road 297A at Kingsfield Road (County Road 186) Intersection Improvements - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Roads, Inc. of NWF, per the terms and conditions of PD 17-18.029, CR297A at Kingsfield Road (CR186) Intersection Improvements, in the amount of $1,010,138.85.

[Funding: Fund 353, “LOST IV," Cost Center 210106, Object Code 56301, Project Number 18EN0205]

BACKGROUND:

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on January 29, 2018 and February 5, 2018. A Mandatory Pre-Solicitation Conference was held on February 8, 2018. Seven firms were represented at that meeting. Bids were received from four contractors on March 1, 2018. Roads, Inc. of NWF is the lowest most responsive and responsible bidder.

BUDGETARY IMPACT:

Fund 353, “LOST IV," Cost Center 210106, Object Code 56301, Project Number 18EN0205

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form D: Road/Drainage

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form D: Road/Drainage and PO.

Attachments

Agreement

Bid Tabulation

Recommendation to Award Determination Checklist

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

Roads, Inc. of NWF

For

PD 17-18.029, CR 297A at Kingsfield Road (CR186) Intersection Improvements

FORM D: Road/Drainage

(Revised June 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND ROADS, INC. OF NWF FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Roads, Inc. of NWF, a Florida corporation for profit, to perform all work ("Work") in connection with PD 17-18.029, CR 297A at Kingsfield Road (CR186) Intersection 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:

One Million Ten Thousand One Hundred Thirty Eight Dollars and Eighty Five Cents

1,010,138.85

SECTION 4. BONDS

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within One Hundred Twenty (120) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling One Hundred Fifty (150) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, $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: James Duncan, Deputy Division Manager

B. All correspondence with the Contractor will be addressed to the following:

Roads, Inc. of NWF
106 Stone Boulevard
Cantonment, Florida 32533
Attention: Cody L. Rawson, 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 Roads, Inc. of NWF 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:
Roads, Inc. of NWF, a **Florida** Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary By: _____

By: _____ Its: Cody L. Rawson, President
Secretary

Date: _____

(Corporate Seal)

BCC Approved: April 5, 2018

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 Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)
_____
_____ (Authorized Signature)
Witness _____
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
Witnesses _____
(Business Address)
_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the

provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator
Office of Purchasing
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the

providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or

brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____ [Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F

CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

□ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

By: _____

Engineer

By: _____

Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:

Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ' Bid unit price for Bituminous Material.

Id ' Asphalt Price Index during the month in which the material is incorporated into the project.

Ib ' Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

Public Notice of Recommended Award

Bid Tabulation

Solicitation Number: PD 17-18.029

Solicitation Name: CR 297A at Kingsfield Road Intersection Improvements

Bid Opening Time: 3:00 p.m., CST
Bid Opening Date: 3/1/2018
Bid Opening Location: Rm 11.407

Name of Bidder(s)	Bid Form Completed & Signed	Bid Bond or Check	Certificate of Authority to do Business in the State of Florida	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Bid Total
Roads, Inc, of NWF	Yes	Bond	Yes	Yes	Yes	Yes	Yes	$1,010,138.85
Midsouth Paving, Inc.	Yes	Bond	Yes	Yes	Yes	Yes	Yes	$1,398,721.76
Gulf Atlantic Constructors, Inc.	Yes	Bond	Yes	Yes	Yes	Yes	Yes	$1,432,224.35

Bids Opened By: Paul R. Nobles, Purchasing Manager **Date:** 3/1/2018 **Status:**

Bids Tabulated By: Paul R. Nobles, Purchasing Manager **Date:** 3/5/2018 UNDER REVIEW

Bids Witnessed By: Buzz Roggenbuck, Senior Purchasing Coordinator **Date:** 3/1/2018 **CAR Date:** **BOCC Date:**

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:**

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes:

Posted: 4:00 p.m., CST on 3/05/2018 **Form Completed By:** **PRN**

CR 297A at Kingsfield Road Intersection Improvements Bid Tabulation Addendum #1				Gulf Atlantic Constructors, Inc.		Midsouth Paving, Inc.		Roads, Inc, of NWF	
Bid Form Item No.	Sub Category	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization, 0 - 15 Miles	1	EA	$120,000.00	$120,000.00	$175,390.60	$175,390.60	$63,826.35	$63,826.35
2	Demobilize	1	EA	$1,250.00	$1,250.00	$12,000.00	$12,000.00	$1.00	$1.00
3	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	12820	SY	$0.50	$6,410.00	$1.15	$14,743.00	$1.66	$21,281.20
4	Remove Shrubs	3	EA	$175.00	$525.00	$100.00	$300.00	$100.00	$300.00
5	Remove Tree, 13"-24"	2	EA	$1,250.00	$2,500.00	$750.00	$1,500.00	$592.50	$1,185.00
6	Remove Tree, 25"-48"	1	EA	$2,000.00	$2,000.00	$1,800.00	$1,800.00	$900.64	$900.64
7	Relocate existing standard mailbox	15	EA	$200.00	$3,000.00	$125.00	$1,875.00	$82.58	$1,238.70
8	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy (includes Wedge Overbuild)	14445	SY	$15.25	$220,286.25	$9.50	$137,227.50	$9.19	$132,749.55
9	2" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	249	SY	$35.00	$8,715.00	$13.00	$3,237.00	$14.96	$3,725.04
10	Mill Existing Asphalt, 1.5" - 3" Thickness, over 1500sy	8287	SY	$4.75	$39,363.25	$2.60	$21,546.20	$1.32	$10,938.84
11	Remove Existing Asphalt Driveway, 1.5" Average Depth	266	SY	$4.50	$1,197.00	$14.00	$3,724.00	$2.70	$718.20
12	Remove Existing Asphalt	7664	CF	$1.50	$11,496.00	$2.00	$15,328.00	$2.90	$22,225.60
13	Saw Cut Existing Asphalt	5523	LF	$1.75	$9,665.25	$3.05	$16,845.15	$1.08	$5,964.84
14	4" or 6" Stabilized Subgrade, County Spec 2300, less than 1000sy	543	SY	$6.50	$3,529.50	$7.52	$4,083.36	$5.01	$2,720.43
15	12" Stabilized Subgrade, County Spec 2300, over 1000sy	7051	SY	$7.75	$54,645.25	$2.50	$17,627.50	$1.87	$13,185.37
16	5" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	5853	SY	$29.75	$174,126.75	$26.00	$152,178.00	$22.27	$130,346.31
17	Aluminum Pipe Guiderail, without Handrail, FDOT Index 870	40	LF	$115.00	$4,600.00	$200.00	$8,000.00	$51.96	$2,078.40
18	FDOT Type E Curb And Gutter, FDOT Index 300, less than 500lf	149	LF	$26.25	$3,911.25	$18.00	$2,682.00	$21.00	$3,129.00
19	FDOT Type F Curb And Gutter, FDOT Index 300, over 500lf	2698	LF	$18.75	$50,587.50	$16.00	$43,168.00	$15.45	$41,684.10
20	4" Fiber Reinforced Concrete Driveway, over 100sy	487	SY	$55.00	$26,785.00	$36.00	$17,532.00	$44.43	$21,637.41
21	5' Fiber Reinforced Concrete Sidewalk, over 500lf	246	LF	$30.50	$7,503.00	$20.00	$4,920.00	$22.42	$5,515.32
22	6' Fiber Reinforced Concrete Sidewalk, over 500lf	1514	LF	$35.50	$53,747.00	$24.00	$36,336.00	$25.65	$38,834.10
23	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304	7	EA	$950.00	$6,650.00	$625.00	$4,375.00	$622.47	$4,357.29
24	Detectable Handicap Warning Mat, FDOT Index 304	5	SF	$35.00	$175.00	$32.00	$160.00	$34.64	$173.20
25	Fiber Reinforced Concrete Ditch Paving w/ Weep Holes, FDOT Index 281, Min 3" thick	901	SY	$85.00	$76,585.00	$35.00	$31,535.00	$41.46	$37,355.46
26	Fiber Reinforced Concrete Flume	14	SY	$225.00	$3,150.00	$58.00	$812.00	$60.87	$852.18
27	Saw cut Existing Concrete	15	LF	$3.00	$45.00	$9.36	$140.40	$20.00	$300.00
28	Remove Concrete Swale	1202	SY	$3.25	$3,906.50	$14.57	$17,513.14	$5.72	$6,875.44
29	Remove Existing Concrete, 4" thick	541	SY	$4.50	$2,434.50	$16.18	$8,753.38	$5.46	$2,953.86
30	Remove Curb	93	LF	$3.25	$302.25	$11.77	$1,094.61	$5.18	$481.74

CR 297A at Kingsfield Road Intersection Improvements Bid Tabulation Addendum #1				Gulf Atlantic Constructors, Inc.		Midsouth Paving, Inc.		Roads, Inc, of NWF	
Bid Form Item No.	Sub Category	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
31	Ditch Bottom Inlet, Type C, 6'-12' depth	1	EA	$2,050.00	$2,050.00	$3,809.75	$3,809.75	$2,586.19	$2,586.19
32	Ditch Bottom Inlet, Type D, 0'-6' depth	1	EA	$2,000.00	$2,000.00	$5,772.98	$5,772.98	$2,342.27	$2,342.27
33	Curb Inlet Top, Type 5	12	EA	$3,200.00	$38,400.00	$5,311.19	$63,734.28	$2,162.19	$25,946.28
34	Curb Inlet Top, Type 6	1	EA	$3,600.00	$3,600.00	$6,062.56	$6,062.56	$2,587.35	$2,587.35
35	Ditch Bottom Inlet Top, Type C	1	EA	$700.00	$700.00	$4,308.16	$4,308.16	$1,679.83	$1,679.83
36	Ditch Bottom Inlet Top with Single Traversable Slot, Type C	1	EA	$1,700.00	$1,700.00	$4,308.16	$4,308.16	$1,230.96	$1,230.96
37	Ditch Bottom Inlet Top with Single Traversable Slot, Type D	1	EA	$1,900.00	$1,900.00	$4,767.36	$4,767.36	$1,635.29	$1,635.29
38	Single Barrel Flume	1	EA	$3,500.00	$3,500.00	$7,808.69	$7,808.69	$2,381.61	$2,381.61
39	3'6" X 3'6" Structure Bottom, FDOT Index 200, 0-6' depth	3	EA	$2,800.00	$8,400.00	$3,680.77	$11,042.31	$2,544.79	$7,634.37
40	3'6" X 3'6" Structure Bottom, FDOT Index 200, 6-12' depth	2	EA	$3,200.00	$6,400.00	$3,826.57	$7,653.14	$1,174.94	$2,349.88
41	4' X 4' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$3,000.00	$3,000.00	$3,477.91	$3,477.91	$3,635.72	$3,635.72
42	4' X 4' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$3,400.00	$3,400.00	$4,836.01	$4,836.01	$4,417.43	$4,417.43
43	3'6" Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$2,750.00	$2,750.00	$2,802.60	$2,802.60	$2,322.39	$2,322.39
44	4' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$3,000.00	$3,000.00	$2,276.00	$2,276.00	$1,911.83	$1,911.83
45	4' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	3	EA	$3,450.00	$10,350.00	$4,546.01	$13,638.03	$4,743.57	$14,230.71
46	5' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$4,700.00	$4,700.00	$7,825.45	$7,825.45	$5,762.32	$5,762.32
47	6' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	3	EA	$6,400.00	$19,200.00	$6,968.90	$20,906.70	$6,062.59	$18,187.77
48	Storm Manhole, 6-12ft depth	2	EA	$3,850.00	$7,700.00	$4,127.02	$8,254.04	$3,418.84	$6,837.68
49	Remove Inlet Top	2	EA	$575.00	$1,150.00	$422.50	$845.00	$465.32	$930.64
50	Remove Ditch Bottom Inlet (including top and bottom)	8	EA	$575.00	$4,600.00	$440.36	$3,522.88	$616.90	$4,935.20
51	Tie to Existing Inlets, Pipe, Manhole	7	EA	$1,300.00	$9,100.00	$1,959.84	$13,718.88	$767.97	$5,375.79
52	18" RCP Pipe, 0'-6' depth	925	LF	$43.50	$40,237.50	$55.64	$51,467.00	$36.98	$34,206.50
53	18" RCP Pipe, 6'-12' depth	195	LF	$52.50	$10,237.50	$56.15	$10,949.25	$43.57	$8,496.15
54	24" RCP Pipe, 0'-6' depth	84	LF	$68.50	$5,754.00	$89.79	$7,542.36	$52.35	$4,397.40
55	30" RCP Pipe, 6'-12' depth	484	LF	$108.00	$52,272.00	$95.99	$46,459.16	$76.18	$36,871.12
56	14" X 23" ERCP Pipe, 0'-6' depth	112	LF	$75.00	$8,400.00	$82.64	$9,255.68	$54.80	$6,137.60
57	19" X 30" ERCP Pipe, 0'-6' depth	379	LF	$95.00	$36,005.00	$83.64	$31,699.56	$68.86	$26,097.94
58	24” X 38” ERCP Pipe, 0'-6' depth	8	LF	$245.00	$1,960.00	$97.47	$779.76	$85.47	$683.76
59	24” X 38” ERCP Pipe, 6'-12' depth	195	LF	$122.50	$23,887.50	$101.36	$19,765.20	$89.65	$17,481.75
60	6" PSW HDPE Trench Wrap Underdrain	540	LF	$31.50	$17,010.00	$74.61	$40,289.40	$26.84	$14,493.60
61	24" X 38" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	$2,550.00	$2,550.00	$4,377.09	$4,377.09	$1,216.99	$1,216.99
62	18" RCP Side Drain MES, FDOT Index 273, 280	1	EA	$1,225.00	$1,225.00	$1,494.95	$1,494.95	$901.83	$901.83
63	14" X 23" ERCP Side Drain MES, FDOT Index 273, 280	3	EA	$1,325.00	$3,975.00	$1,514.45	$4,543.35	$892.57	$2,677.71
64	Pipe Removal, 6"-24"	1056	LF	$6.50	$6,864.00	$8.32	$8,785.92	$16.18	$17,086.08
65	Pipe Removal, 30" and larger	104	LF	$16.50	$1,716.00	$20.37	$2,118.48	$19.96	$2,075.84
66	Remove MES for 6"-24" (or equivalent) pipe	9	EA	$75.00	$675.00	$235.44	$2,118.96	$39.96	$359.64
67	Remove MES for 30" and larger (or equivalent) pipe	1	EA	$275.00	$275.00	$987.99	$987.99	$75.00	$75.00

CR 297A at Kingsfield Road Intersection Improvements Bid Tabulation Addendum #1				Gulf Atlantic Constructors, Inc.		Midsouth Paving, Inc.		Roads, Inc, of NWF	
Bid Form Item No.	Sub Category	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
68	Adjust Water Valve (Rings and Boxes To Be Provided By Contractor) includes concrete collar	8	EA	$400.00	$3,200.00	$650.00	$5,200.00	$201.03	$1,608.24
69	Relocate Fire Hydrant	1	EA	$6,875.00	$6,875.00	$1,860.83	$1,860.83	$2,687.40	$2,687.40
70	4' Chain Link Fence	54	LF	$15.00	$810.00	$5.00	$270.00	$5.41	$292.14
71	6' Wood Fence (Non alternating Vertical Boards)	27	LF	$16.50	$445.50	$13.00	$351.00	$14.07	$379.89
72	Remove Existing 6' Wood Fence	41	LF	$6.00	$246.00	$5.00	$205.00	$2.05	$84.05
73	Remove Existing Chain Link Fence	81	LF	$7.50	$607.50	$5.00	$405.00	$2.07	$167.67
74	Corner Post, Wood Post, 6' Wood Fence	2	EA	$65.00	$130.00	$15.00	$30.00	$16.24	$32.48
75	Corner Post, Metal Post, 4' Chain Link Fence	4	EA	$45.00	$180.00	$24.00	$96.00	$25.98	$103.92
76	Adjust Existing Gas Valve	4	EA	$500.00	$2,000.00	$500.00	$2,000.00	$441.31	$1,765.24
77	Jobsite Board for posting project information, permits, etc.	1	EA	$300.00	$300.00	$1,000.00	$1,000.00	$372.99	$372.99
78	Artificial Coverings / Rolled Erosion Control Products	842	SY	$1.50	$1,263.00	$6.70	$5,641.40	$6.09	$5,127.78
79	Regular Excavation	1972	CY	$20.00	$39,440.00	$21.92	$43,226.24	$7.24	$14,277.28
80	Embankment	1556	CY	$10.00	$15,560.00	$26.34	$40,985.04	$11.11	$17,287.16
81	Pipe Filling and Plugging	14	CY	$350.00	$4,900.00	$579.19	$8,108.66	$254.04	$3,556.56
82	Concrete Sidewalk and Driveways, 4" (includes concrete islands)	89	SY	$70.00	$6,230.00	$58.00	$5,162.00	$66.54	$5,922.06
83	Performance Turf, Sod	8414	SY	$4.25	$35,759.50	$3.77	$31,720.78	$3.29	$27,682.06
84	Thermoplastic 6” Solid Stripe, White or Yellow	6805	LF	$0.70	$4,763.50	$0.69	$4,695.45	$0.75	$5,103.75
85	Thermoplastic 6” 10-30 Skip Stripe, White or Yellow	95	LF	$0.75	$71.25	$0.75	$71.25	$0.81	$76.95
86	Thermoplastic 6” 2-4 Skip Stripe, White or Yellow	514	LF	$0.70	$359.80	$0.70	$359.80	$0.76	$390.64
87	Thermoplastic 6” Double Solid Stripe, White or Yellow	3894	LF	$1.45	$5,646.30	$1.38	$5,373.72	$1.49	$5,802.06
88	Thermoplastic 8” White Solid Stripe	579	LF	$2.25	$1,302.75	$2.25	$1,302.75	$2.44	$1,412.76
89	Thermoplastic 18” White or Yellow Solid Stripe	496	LF	$3.25	$1,612.00	$3.25	$1,612.00	$3.52	$1,745.92
90	Thermoplastic White Pedestrian Crosswalk	473	LF	$2.50	$1,182.50	$2.50	$1,182.50	$2.71	$1,281.83
91	Thermoplastic White High Intensity Pedestrian Crosswalk	90	LF	$16.50	$1,485.00	$16.00	$1,440.00	$17.32	$1,558.80
92	Thermoplastic Stop Bar	145	LF	$4.50	$652.50	$4.40	$638.00	$4.76	$690.20
93	Thermoplastic Directional Arrow, Single Head (Turn Left/ Right) 16sf	25	EA	$60.00	$1,500.00	$60.00	$1,500.00	$64.95	$1,623.75
94	Thermoplastic Yield Lines per MUTCD Section 3B-16 Figure 3B-16 (24" X 36")	24	LF	$5.00	$120.00	$5.00	$120.00	$5.41	$129.84
95	Reflective Pavement Markers	410	EA	$3.25	$1,332.50	$3.25	$1,332.50	$3.52	$1,443.20
96	Relocate Traffic Signs	8	EA	$40.00	$320.00	$50.00	$400.00	$43.30	$346.40
97	Yield Sign, R1-2	2	EA	$210.00	$420.00	$300.00	$600.00	$221.92	$443.84
98	Regulatory Sign Black on White Metal Sign	6	EA	$210.00	$1,260.00	$250.00	$1,500.00	$221.92	$1,331.52
99	Sign Panel, Furnish & Install Ground Mount, Up to 12 SF	8	EA	$330.00	$2,640.00	$300.00	$2,400.00	$351.83	$2,814.64

CR 297A at Kingsfield Road Intersection Improvements Bid Tabulation Addendum #1				Gulf Atlantic Constructors, Inc.		Midsouth Paving, Inc.		Roads, Inc, of NWF	
Bid Form Item No.	Sub Category	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
127	Develop and provide an MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor and implement plan, to include all devices and appurtenances	1	LS	$22,750.00	$22,750.00	$20,000.00	$20,000.00	$21,102.17	$21,102.17
128	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician and implement plan, to include all devices and appurtenances	1	LS	$17,125.00	$17,125.00	$7,500.00	$7,500.00	$11,778.67	$11,778.67
				Bid Total	**$1,432,224.35**		**$1,398,721.76**		**$1,010,138.85**

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: CR297A at Kingsfield Road (CR186) Intersection Improvements

Bid Number: PD 17-18.029

Opening Date/Time: 03/01/2018 3:00pm

Purchasing Agent: Paul Nobles

Client Department: Public Works-Engineering Dept. Director/Designee: James Duncan

Protest Information: _____

Note: Purchasing will advise of any Protest(s)

Requisition # Upon Board Approval Verify

Fund: ***** Verify

Cost Center: _____ Verify

Object Code: _____ Verify

Project Number: _____ Verify

******

Fund 352 LOST III Cost Center 210107, Object Code 56301
Project #14EN2845 $9,098.85
Fund 353 LOST IV Cost Center 210106, Object Code 56301
Project #18EN205 $1,001,040.00

Digitally signed by Robin Lambert
DN: cn=Robin Lambert, o=Public Works, ou=BOCC, email=rflamber@myescambia.com, c=US
Date: 2018.03.06 08:44:11 -06'00'

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation ☐ **Yes** ☐ **No**
Note: Attachments to Requisition shall Reference PD #_____

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

~~Award contract to apparent low bidder, Roads Inc. of NWF, in the amount of $1,010,138.85.~~

_____ Unit Price Extensions Checked by: _____
(Signature)

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description: _____

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing ☐ Yes ☐ No Client Department ☐ Yes ☐ No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: _____ James Duncan cn=James Duncan, o=Public Works, ou=Engineering, email=jeduncan@myescambia.com, c=US 2018.03.05 15:24:24 -06'00'
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval _____
(Signature)

Note 1: All Recommendations for Contract Award will be Placed on County Administrator's Report (CAR) Consent Agenda

F0125

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13831 **County Administrator's Report 10. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/05/2018
Issue: Interlocal Agreement with Santa Rosa Island Authority (SRIA) for 2018 Mass Transit Service
From: Mike Crittenden, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement with the Santa Rosa Island Authority Relating to Mass Transit Service on Pensacola Beach for 2018 - Mike Crittenden, Mass Transit Department Director

That the Board take the following action concerning the Interlocal Agreement with the Santa Rosa Island Authority (SRIA) relating to transportation services on Pensacola Beach for 2018:

A. Approve the Interlocal Agreement between Escambia County, Florida, and the SRIA Relating to Mass Transit Service on Pensacola Beach, via Escambia County Area Transit (ECAT) trolleys, from May 25, 2018, through September 03, 2018, with the SRIA reimbursing the County for all operating costs; and

B. Authorize the Chairman to sign the Interlocal Agreement.

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beach-goers, tourists, and locals an opportunity to visit more of the beach, and subsequently more of the beach businesses.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT “Beach Jumper” route, bringing passengers from Pensacola to Pensacola Beach. The trolley service route runs seven days a week during the contract period.

[Funding: The SRIA will reimburse the County for all operating costs]

BACKGROUND:

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beach-goers, both tourist and local, an opportunity to visit more of the beach, and subsequently more of the beach businesses.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT "Beach Jumper" route, bringing passengers from Pensacola to Pensacola Beach. The trolley service route runs seven days a week during the contract period.

BUDGETARY IMPACT:

Santa Rosa Island Authority (SRIA) will reimburse the County for all operating costs.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of all Interlocal Agreements.

IMPLEMENTATION/COORDINATION:

Upon BCC approval, Mass Transit staff will coordinate with SRIA to complete all implementation requirements for this Interlocal Agreement.

Attachments

Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING TO MASS TRANSIT SERVICE ON PENSACOLA BEACH

THIS AGREEMENT is made and entered into this by and between Escambia County, a political subdivision of the State of Florida, (hereinafter "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter "SRIA"), acting through its governing Board.

WITNESSETH:

WHEREAS, the County and the SRIA are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the County operates the Escambia County Area Transit, a publicly owned mass transit system, located at 1515 West Fairfield Drive, Pensacola, Florida 32501 (hereinafter referred to as "ECAT");

WHEREAS, the SRIA desires and requests the County, through Escambia County Area Transit (ECAT), to provide mass transit services on Pensacola Beach; and

WHEREAS, the County, through ECAT, is willing and able to provide such services, subject to the terms and conditions set forth herein; and

WHEREAS, the County and SRIA have determined it is in the best interest of the citizens to enter into this Agreement to cooperatively provide mass transit service on Pensacola Beach.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the SRIA agree as follows:

Section 1. Purpose of Agreement.

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the County, through ECAT, will provide mass transit service on Pensacola Beach.

Section 2. Scope of Service. The County, by and through ECAT, shall provide the following mass transit service on Pensacola Beach:

2.1 Hours of Service. ECAT will provide mass transit service during the service period specified in Section 2.2 herein on a weekly basis according to the following schedule:

Monday – Sunday (102 days) between the hours of 4:00 p.m. and 12:00 a.m.

2.2 Service Period. The service period will commence on May 25, 2018, and end on

September 3, 2018. During the service period, three (3) trolleys will operate on the assigned service route during the hours of service referenced in section 2.1 above.

2.3 Service Route. The applicable service route is depicted in Exhibit A, attached hereto and incorporated herein. Routes and scheduled hours of service may be revised as necessary at any time during the term of this Agreement. Any increase in service may require an increase in budgeted costs. Operators will not deviate from the assigned service route, except for routine minor detours, without the approval of ECAT supervisory personnel. SRIA officials desiring any route deviations must make such a request to the Transit Division Manager of Operations.

2.4 Operators and Uniforms. ECAT will provide qualified transit vehicle operators to provide transportation service. All operators will wear an appropriate uniform that is mutually agreed upon by SRIA and ECAT.

2.5 Service Review. ECAT and SRIA agree to meet as necessary to review the level of service, schedules, service charges, etc. No changes will be made to the level of service provided for in this Agreement without the mutual consent of both parties, including but not limited to changes in routes or schedules or increases in budgeted costs.

Section 3. Method of Payment.

3.1 In exchange for the provision of such public transportation services described in Section 2 above, the SRIA shall reimburse the County for all operating costs as set forth in Exhibit B, attached hereto and incorporated herein. ECAT will submit monthly invoices to the SRIA for the authorized operating costs incurred during the previous month, and SRIA will remit all payments to ECAT by the end of the month in which the invoice was received.

3.2 Costs for additional public transportation service requested by SRIA will be clearly identified on the appropriate monthly invoice and billed at the variable cost per hour as set forth in Exhibit B.

Section 4. Insurance. During the term of this Agreement, ECAT shall maintain all required insurance coverage in accordance with industry standards and applicable laws, including but not limited to, commercial general liability coverage with a $5,000,000 combined single limit and $5,000,000 excess limit. Any additional insurance coverage will be the responsibility of SRIA.

Section 5. Term of Agreement. This agreement shall remain in full force and effect for one (1) year unless terminated earlier by either party pursuant to Section 6.

Section 6. Termination. This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the SRIA, or which subsequently are owed to the County by the SRIA as a result of actions concluded following the effective date of termination.

Section 7. Liability.

7.1 The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The SRIA agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages

proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the SRIA and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the SRIA or the County and nothing herein shall be construed as consent by the SRIA or the County to be sued by third parties in any matter arising out of this Agreement.

7.2 Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall subject to audit after reasonable notice.

Section 8. Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

Section 9. 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 10. 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 11. 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 12. Interpretation.

12.1 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.

12.2 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 13. 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 14. **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 15. **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:

County:
County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

SRIA:
Chairman
Santa Rosa Island Authority
Post Office Drawer 1208
Pensacola Beach, Florida 32562

Payments to the County shall be sent to:
Clerk of the Court & Comptroller
221 Palafox Place, Suite 140
Pensacola, FL 32502

Invoices to SRIA shall be sent to:
Pam Smith
pam_smith@aria-fla.com

Section 16. **Prior Agreements Superseded.**

16.1 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.

16.2 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 17. **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 18. **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 19. **Effective Date.** This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the SRIA.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

BCC Approved: _____

_____
Deputy Clerk

SRIA:
Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.

By: _____
Jerry Watson, Chairman

ATTEST:

Date: _____

_____
Secretary/Treasurer

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/20/18

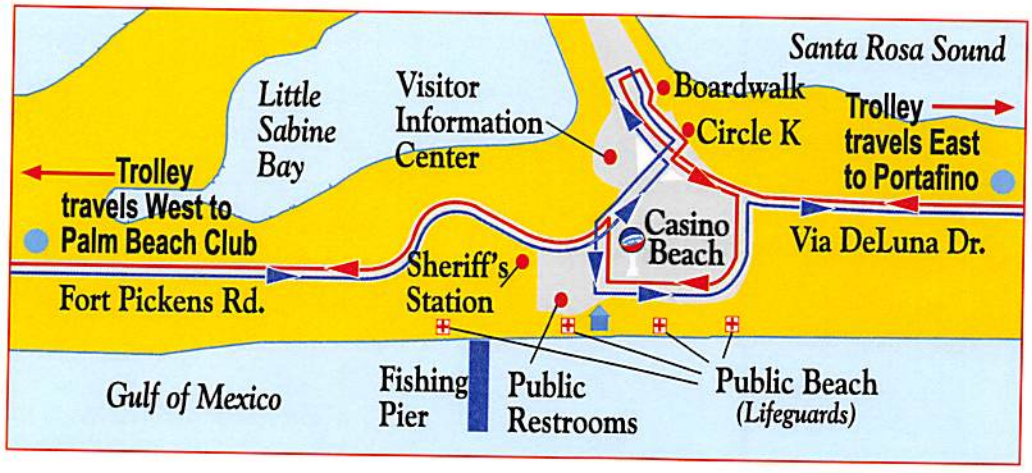

EXHIBIT
tabbies
A

EXHIBIT B

SRIA agrees to reimburse Escambia County for all operating costs (fixed and Variable) associated with the service route as identified below.

FY 2018 Operating Costs (Fixed and Variable):

Operations $98,985
Maintenance $17,778
Insurance $17,559
General Administration $37,825

FY 2018 Total $172,147.00

FY 2018 Fixed Costs:
General Administration ... $37,825
Insurance.....$17,559

Total..... $55,384.00

FY 2018 Variable Costs:
Operations..... $98,985
Maintenance..... $17,778

Total..... $116,763.00

Service hours..... 2448

Variable Costs p/hour..... $47.70

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13900 **County Administrator's Report 10. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/05/2018
Issue: Supplemental Budget Amendment #076 - LAP Supplemental Agreement for Construction of Sidewalks Along Old Corry Field Road
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #076 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #076, Local Option Sales Tax (LOST) III, Fund 352, in the amount of $176,838, to recognize proceeds from a State of Florida Department of Transportation Local Agency Program (LAP) Supplemental Agreement, and to appropriate these funds for the installation of sidewalks along Old Corry Field Road between Navy Boulevard (SR 30) and Jackson Street.

BACKGROUND:

On February 16, 2017, the Board approved an LAP between the Florida Department of Transportation and Escambia County, Florida, for the installation of sidewalks along Old Corry Field Road between Navy Boulevard (SR 30) and Jackson Street. The LAP provided that project costs would be reimbursed in the amount of $353,150. Project bids came in well over budget so there is now a supplemental agreement to provide the additional $176,838 being appropriated with this amendment. The supplemental agreement is anticipated to be approved by the board on April 5, 2018.

BUDGETARY IMPACT:

This amendment will increase Fund 352 by $176,838.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA #076

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2018-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County will receive additional funds from a State of Florida Department of Transportation Local Agency Program Agreement for the construction of sidewalks along CR295A Old Corry Field Road, 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:

Local Options Sales Tax III	352
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
LAP-CR295A Old Corry Sidewalks	352	334498	$176,838
Total			$176,838

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Improvements Other than Buildings	352/210125	56301/17EN3772	$176,838
Total			**$176,838**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman

Adopted

Stephan Hall Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2018.03.21 15:18:51 -05'00'

OMB Approved

Supplemental Budget Amendment
#076

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13906 **County Administrator's Report 10. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/05/2018
Issue: Approval of a Second Interfund Loan - Mass Transit
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Second Interest-Free Interfund Loan between the General Fund (001) and the Mass Transit Fund (104) - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action:

A. Approve a second revolving interfund loan from the General Fund (001) to the Mass Transit Fund (104), in an amount not to exceed $1,500,000, to cover cash shortfalls until Grant reimbursements are received. The revised total amount of Interfund loans for Mass Transit activities during Fiscal Year 2017/2018 is $3,000,000; and

B. Waive all interest payments on any outstanding balance on this revolving interfund loan.

This interfund loan request is necessary due to the Federal Transit Authority (FTA) releasing the final apportionment of 2017-5307 funds in August 2017 and then shutting down TrAMS in September 2017 for year end. FTA agencies did not have the time required to process the Grant Applications for this final apportionment before TrAMS shut down. The 2017 Grant funds have been PINNED for distribution with an expected draw down of $1,685,121. The BOCC recently approved the 2018 Certs and Assurances at the March 15, 2018, Board Meeting, During March 2018 the FTA released the Fiscal Year 2018 Apportionment for the 5307 Funding, 6/12 were released totaling $1,588,850. The application for the 2018 funding is scheduled for the April 17, 2018, Board Agenda with expected funding draw downs to be available in June 2018.

BACKGROUND:

This Board action will allow a cash loan to be made from the General Fund to the Mass Transit Fund on an as-needed basis; loan proceeds are then repaid when FTA Grant Funds are received and increase the cash balances in the Mass Transit Fund.

This interfund loan request is necessary due to the Federal Transit Authority (FTA) releasing the final apportionment of 2017-5307 funds in August 2017 and then shutting down TrAMS in September 2017 for year end. FTA agencies did not have the time required to process the Grant Applications for this final apportionment before TrAMS shut down. The 2017 grant funds have been PINNED for distribution with an expected draw down of $1,685,121. The BOCC recently approved the 2018 Certs and Assurances at the 3-15-2018 board meeting, During March 2018 the FTA released the Fiscal Year 2018 Apportionment for the 5307 Funding, 6/12 were released totaling $1,588,850. The application for the 2018 funding is scheduled for the 4-17-2018 board agenda with expected funding draw downs to be available in June 2018.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Interfund Loans to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Mass Transit Interfund Loan-2 Backup

MASS TRANSIT:

Expense:	**ECAT**
October	291,808.19
November	1,050,843.37
December	342,355.35
January	1,775,464.55
February	899,901.25
March (to date)	526,728.02
Total Expense:	**4,887,100.73**

Revenue:	**Farebox**	**Grants**	**Advertising**	**County Vehicle Maint.**	**LOFT**	**Misc. Rev.**
October	95,899.10	0.00	28,969.00	10,689.74	0.00	945.98
November	78,815.33	0.00	20,857.40	12,344.63	385,323.76	449.08
December	72,939.54	11,517.48	20,532.00	22,442.37	433,024.80	(1,010.40)
January	91,293.73		13,422.40	(230,057.90)	388,109.25	1,698.36
February	90,049.99	36,926.26	55,473.60	38,703.30	391,886.26	535.65
March (to date)	45,467.67	316,685.90	0.00	0.00	0.00	350.00
Total:	**474,465.36**	**365,129.64**	**139,254.40**	**(145,877.86)**	**1,598,344.07**	**2,968.67**

Total Revenue:	**2,434,284.28**
Interfund T-fer (current)	**1,500,000.00**
Current Revenue Position	**3,934,284.28**

Net Revenue/Expense	**(952,816.45)**

Grant Draws:

Name:	**Amount:**	**Source:**	**Year:**
Preventative Maint.	500,000.00	5307	FY2017
ADA	151,973.00	5307	FY2017
Operating Assistance	733,148.00	5307	FY2017
Preventative Maint.	300,000.00	Flex Funds	FY2017
Preventative Maint.	627,033.00	5307	FY2018
ADA	161,817.00	5307	FY2018
Operating Assistance	800,000.00	5307	FY2018
Preventative Maint.	300,000.00	Flex Funds	FY2018
Local Option Fuel Tax	**3,151,655.93**	**LOFT**	**FY2018**
Total Grants & Fuel Tax:	**6,725,626.93**		

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13890 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 04/05/2018
Issue: Funding for Reviving Baseball in Inner Cities (RBI)
From: Grover Robinson, District 4 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Donation from District 4 Discretionary Funds for Reviving Baseball in Inner Cities - Commissioner Grover Robinson, District 4

That the Board approve the contribution of $2,000 discretionary funds by Commissioner Grover Robinson to the 501c3 non-profit Reviving Baseball in Inner Cities (RBI) Program in Pensacola. Upon Board approval, the County Administrator's Office will issue a payment request.

[Funding: Fund 001 General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

BACKGROUND:

This program is funded through the Good Works Partnerships, Inc., and is affiliated with Major League Baseball. The mission statement is to increase participation and interest in baseball and softball among underserved youth, encourage academic participation and achievement, and teach the value of teamwork. RBI works through partnerships with the Boys and Girls Club, Escambia County Fire and Rescue, and now the City of Pensacola.

BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2017-2018 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will issue a payment request.

Attachments

Reviving Baseball in Inner Cities (RBI)

Charles Bare
3019 Keats Drive
Pensacola, FL 32503
850.375.0051
charles@charlesbare.com

March 13, 2018

Commissioner Grover Robinson
Escambia County
221 Palafox Place, Suite 400
Pensacola, Florida 32502

Dear Commissioner Robinson:

I am the administrator of the Reviving Baseball in Inner Cities (RBI) program in Pensacola. This program is funded through the Good Works Partnerships, Inc. and affiliated with Major League Baseball. Our mission is to increase participation and interest in baseball and softball among underserved youth, encourage academic participation and achievement and teach the value of teamwork. We have honored this mission through partnerships with the Boys and Girls Club, Escambia County Fire and Rescue and now the City of Pensacola.

This spring, we are teaming up with the City of Pensacola to offer a developmental baseball/t-ball program. All practices and games will take place at Raymond Riddle Park. We have adopted a six-session format that will take place on consecutive Saturdays beginning on April 7th. The first hour of each session will be spent on practice, team building and exhibiting positive role models. Teams will spend the second hour in informal baseball/t-ball games designed to put skills to work while avoiding extreme competition. At the end of each session, we will provide a meal to all the players.

We are currently raising funds to cover league insurance, equipment and meals for the players. League insurance will cost us approximately $750 and is required to protect the players. In 2017, we received a grant of equipment from Major League Baseball, but it is not enough to fully support our coaches and teams. We are working to completely outfit 8 team bags for both the developmental league and the Boys and Girls Club program. The meals are probably the most expensive component of the spring program. We are capping the program at 120 kids. Given a budget of $5 per child, we are looking at about $3,600. We will be utilizing any funds received from government entities to leverage in the private sector.

I realize that discretionary funds are a finite resource, but I believe our program is a worthy initiative. Thank you for your consideration.

Sincerely,

Charles J Bare

Charles Bare

SIGN UP TODAY!

West Side Sports &
RBI Pensacola Developmental
Baseball & T-Ball League

Name

Contact Number

Address

Company Name

- [ ] I'm interested in Coaching
- [ ] I want to Volunteer
- [ ] I'm interested in Sponsorship

For more information contact
Charles Bare at (850) 375-0051
or charles@charlesbare.com.

Schedule

Saturdays, April 7-May 12
Practice & Games 9:00-11:00AM

Location

Raymond Riddle Park
1704 North W Street
Pensacola, FL 32505

Games & Practices

Practices: Practices will be conducted during the first hour of each two-hour meeting. The practices will focus not only on baseball fundamentals but also fun games and life lessons.

Games: Games will be conducted during the second hour of each two-hour meeting after the first session. The games will be somewhat informal and focused on teamwork and skill development rather than winning.

West Side Sports &
RBI Pensacola present

DEVELOPMENTAL BASEBALL & T-BALL

PLAY PENSACOLA PARKS & RECREATION

Pensacola RBI
Reviving Baseball in Inner Cities

General Information

The Pensacola West Side Developmental Baseball Program is a joint venture of the City of Pensacola and Reviving Baseball in Inner Cities (RBI) Pensacola. Teams will be drawn from the Woodland Heights, Fricker and Cobb Neighborhood Centers as well as the Boys and Girls Club and neighborhoods on the west side of Pensacola.

The Pensacola West Side Developmental Baseball Program was formed to provide boys and girls aged 4-9 with an opportunity to learn the game of baseball in a fun and positive environment led by coaches who seek to provide positive role models and life skills. The league provides two levels of play – beginning t-ball and advanced t-ball/coach pitch. All practices and games will take place on Saturday mornings from 9am – 11am.

Player Eligibility

The Pensacola West Side Developmental Baseball Program will accept children aged 4-9 years of age. Parents must register their children to participate. City residency is not required.

Teams

During the first session, players will be evaluated and placed on teams. These teams will practice and play together during each session. Teams will consist of 12-15 children.

Player Expectations

All participants will have the opportunity to play in each game. Teams will use a continuous batting order (all players will be able to bat). It is the coaches' responsibility to ensure that each player spends time in defensive positions. Players are encouraged to attend all sessions.

Coaches

Volunteer coaches will be provided for each team. Sources of coaches include parks and recreation staff, local police officers, firefighters and military service members. Coaches are expected to serve as positive role models and engage the children in conversations designed to develop life skills.

Expenses

The City of Pensacola and RBI Pensacola are working together to ensure that all equipment is provided for each player, other than cleats. The cost to each player is only $25. These funds will contribute to the cost of t-shirts, hats and insurance.

Meals

The City of Pensacola and RBI Pensacola will work with sponsors to provide lunch during each session at the conclusion of games (approximately 11:15AM).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13891 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 04/05/2018
Issue: Donation for Repairs to Pensacola Beach Tennis Court
From: Grover Robinson, District 4 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Donation from District 4 Discretionary Funds for Repairs to Pensacola Beach Tennis Court - Commissioner Grover Robinson, District 4

That the Board approve the contribution of $3,000 discretionary funds by Commissioner Grover Robinson to the Escambia County Public Works Department for repairs to a Pensacola Beach tennis court. Upon Board approval, the County Administrator's Office will issue a payment request.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

BACKGROUND:

The tennis court on Pensacola Beach is in dire need of repairs. This project is currently not listed on Local Option Sales Tax (LOST) Projects, and funding cannot be located from other sources. This donation is a portion of the total amount of $10,000 needed to implement the necessary repairs to the tennis court.

BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2017-2018 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will issue a payment request.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13901 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 04/05/2018
Issue: Escambia County Housing Finance Authority Appointment
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Escambia County Housing Finance Authority - Jack R. Brown, County Administrator

That the Board appoint one of the following candidates to the Escambia County Housing Finance Authority, effective April 5, 2018, through July 31, 2021,to fill the unexpired term of Mr. Steve Jernigan, who resigned:

A. Elizabeth Denny-Abernathy, as requested by Patricia D. Lott, Executive Director, Escambia County Housing Finance Authority;

B. Dennis J. Echols, Jr.: or

C. Frederick J. Gant.

Dennis J. Echols, Jr., and Frederick J. Gant responded to the General Alert posted by Escambia County's Community and Media Relations Office on the County's website, from February 16, 2018, to March 2, 2018, to seek residents interested in volunteering to be considered for an appointment on the Escambia County Housing Finance Authority. No other residents responded to the General Alert.

BACKGROUND:

The Housing Finance Authority (Authority) was established by the Board of County Commissioners through the adoption of Escambia County Ordinance 80-12, in accordance with the Florida Finance Authority Law, Chapter 78-89, Laws of Florida. The purpose of the Authority is to eliminate the shortage of adequate housing in Escambia County.

Patricia D. Lott stated in her letter that the members of the Authority have considered Elizabeth Denny-Abernathy's Resume and their personal and professional contacts with her and believe that she would be an excellent addition to the Authority.

Dennis J. Echols, Jr., and Frederick J. Gant responded to the General Alert posted by Escambia County's Community and Media Relations Office on the County's website, from February 16, 2018, to March 2, 2018, to seek residents interested in volunteering to be considered for an appointment on the Escambia County Housing Finance Authority. No other residents responded to the General Alert.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter from Patricia D. Lott with Elizabeth M. Denny-Abernathy's Resume Attached

Dennis J. Echols, Jr. - Cover Letter and Resume

Frederick J. Gant - Letter and Resume

General Alert

ESCAMBIA COUNTY
HOUSING FINANCE AUTHORITY
WWW.ESCAMBIAHFA.COM

700 South Palafox Street, Suite 310
Pensacola, Florida 32502-5958

Phone: (850) 432-7077
Fax: (850) 438-5205
Toll Free: (800) 388-1970

Serving 1st Time Homebuyers throughout Florida since 1982

February 15, 2018

Mr. Jack R. Brown
County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, FL 32502

Re: Resignation of Mr. Jernigan and Requested Appointment of Ms. Denny-Abernathy

Dear Mr. Brown:

I regret to advise you that Mr. Steve Jernigan has resigned from his position on the Escambia County Housing Finance Authority. The resignation, which was effective January 15, 2018, was accepted by the Authority Board at its meeting February 13, 2018. Mr. Jernigan was appointed by Governor Scott to the prestigious State of Florida Board of Architecture and Interior Design and was unable due to dual office-holding requirements in Florida law to continue to serve with the Authority. We will greatly miss his talent and expertise.

Ms. Elizabeth Denny-Abernathy has applied to be considered for appointment to the vacant position. The members of the Authority Board have considered her resume and their personal and professional contacts with her and believe that she would be an excellent addition to the Authority Board. She not only holds certification as a general contractor and a licensed plumber, she is a certified public accountant and has served in executive positions with important businesses in our community, demonstrating the highest level of financial competency. Accordingly, the Authority requests that the County consider appointing Ms. Denny-Abernathy to fill the unexpired portion of Mr. Jernigan's term, which commenced August 1, 2017 and extends through July 31, 2021. Ms. Denny-Abernathy's resume is attached.

We ask that you expedite filling this vacant position to the extent possible because the Authority has only four members at this point, making establishment of a quorum difficult in the event of illness or emergency.

Thank you for your consideration. If you have any questions, please feel free to contact me at (850) 432-7077.

Sincerely,

Patricia D. Lott

Patricia D. Lott
Executive Director

Attachment
cc: Alison Rogers, Esq.
Steve Jernigan
Bess Abernathy

S:\DATA\Board Member Information & Lists\Recommendation Letters re reappointment of Board members\Jernigan resignation-appointment abernathy 2.15.18.docx

ELIZABETH M. DENNY-ABERNATHY, MBA, CFE, CGC, CGMA, CPA
354 Woodbine Dr.
Pensacola, Florida 32503
(504) 813-6377
edabe1@cox.net

EXPERIENCE

2015-Present **Air Design Systems, Inc.**
VICE PRESIDENT/CFO

- Vice President/CFO for 40 year old mechanical construction and service firm in Pensacola, Florida. Hired in 2015 to help owners revamp corporation in order to increase profitability and change culture of mature company. Duties include all financial supervision and reporting as well as management of mechanical construction division. Currently hold the general construction and plumbing licenses for Air Design Systems, Inc.

2001-Feb.2015 **Studer Properties and Investments, Pensacola, FL**
PRESIDENT/CFO

- Chief Financial Officer for over 10 companies. Industries include property management/development, professional sports, TV and entertainment, golf course operations, retail stores, and restaurant/eating establishments among others. Began work with Studer organization in 2001 on ground floor of company dedicated to quality improvement aimed at increasing the bottom line. The organization's goal is to teach other organizations to operate more efficiently and effectively through continuous quality reviews and metrics aimed at increases in effective internal and external customer service. Developed all processes and procedures for company that grew to over 150 employees.
- In 2007, conducted transition to Maritime park with the sale of the Pensacola Pelicans. Worked with MLB to purchase Northwest Florida Professional Baseball, LLC (AA affiliate of the Cincinnati Reds). Start up of the entire organization from purchase through development of budgets and execution of plan.
- Supervision of construction projects for Studer Properties including the development of the Belmont Devilliers area and the restoration of century old buildings in downtown Pensacola. Responsible for the purchase, management and operations of ten other properties located in the vicinity. Responsible for property management of several buildings in downtown Pensacola.
- Procured an $8MM New Market Tax Credit for Maritime Place office building. Worked closely with NMTC lawyers in Florida, Minnesota and California to close the loan. Created over 100 new jobs with the development of this project.
- Financial responsibilities included but were not limited to production of all financial statements, financial reports, yearly budgeting and forecasting, monthly variance reports, and financing. Managed human resources, payroll and benefits. Accountable for the management of over $100 million in assets for all companies.
- Extensive knowledge of GAAP and GAAP reporting.

- Other functions included customer relations, business operations, and providing analysis and solutions for all entities.

2001 - The Studer Group, L.L.C., Gulf Breeze, FL
CFO

- Chief Financial Officer for healthcare consulting firm based in Florida. Brought in on ground floor of rapidly expanding nationwide firm to organize and develop operations. Planned and developed all accounting functions including in house payroll, sales taxes and income taxes prepared for 43 states. Worked directly with the President to develop contractual relationships and achieve critical organizational goals.
- Developed strategic, long range operational and financial plans. Prepared budgets and statistical analyses reflecting earnings. Consistently focused on maximizing efficiencies and increased profit margin.

1997 - 2001 Advantage Capital Partners, L.L.C., New Orleans, LA
CFO of Various portfolio companies

- Start up of robotics manufacturing company funded by Advantage Capital Partners. Developed all accounting policies, procedures, strategies and objectives for the company. Established accounting and financial reporting systems and internal control procedures in anticipation of IPO. Responsible for all financial systems, project analysis, budgeting, corporate finance, payroll, benefits, banking and cash management.
- Conducted 1997 year end close out and prepared financial statements for audit of telecommunications firm with sales exceeding $75 million. Investigation into accounting practices to determine possibilities of errors, omissions, and anomalies. Restructured accounting procedures and practices in conjunction with "work-out" program initiated in January 1998. Responsibilities included implementation of internal control procedures, extensive financial analysis, internal audit and budget preparation. Cured non-compliant 401K and restructured non-performing phone card program. Identified over $6 million in unbilled revenue due to incorrect procedures for credit card authorizations. Remained with company until transition to new owners completed.

EDUCATION

University of New Orleans, New Orleans, LA
MBA
Alpha Theta Epsilon Honor Society

St. Mary's Dominican/Loyola University, New Orleans, LA
BA
Cardinal Key National Honor Society

CERTIFICATIONS

CPA – State of Louisiana-Certificate # 23443
CGMA designation by AICPA- Certificate
Certified Fraud Examiner Member #67747
Certified General Contractor-State of FL-License #1513114
Plumbing Contractor State of FL License #CFC1429770

MISCELLANEAOUS

Member American Institute of Certified Public Accountants,
Society of Louisiana Certified Public Accountants,
Florida Institute of Certified Public Accountants
Association of Certified Fraud Examiners.

Dennis J. Echols Jr.

Senior-Level Accounting Manager Specializing in Financial Operations

"Providing superior financial oversight & cost-control strategy for organizations"

Cantonment, FL 32533 | Phone: 850.206.6236 | Email: http://dj.echols.jr@gmail.com | https://www.linkedin.com/in/dj-echols-a7636a7a/

Cover Letter

02/20/2018
Judy Witterstaeter
Program Coordinator
Board of County Commissioners

Dear Judy,

I am reaching out concerning my interest in an appointment for the Escambia County Housing Finance Authority position that you currently have available. I am confident that my 10+ years of experience as a Senior-Level Accounting Manager and Analyst will allow me to assist Escambia County in eliminating shortages of adequate housing, stop reoccurrence of slum conditions and stimulate employment and commerce. Allow me to provide further details on why I am the right hire for this role.

Reasons why I am the right fit:

1. Enterprise Budgeting and Strategic Planning Capability

Over my career, I have gained demonstrated a strong ability to manage financial budgets with accountabilities that have exceeded $100M. I have a track-record of responsibly managing productivity commitments, cutting costs, and maintaining tight controls on spending. I am also well-versed in strategic planning with experience in capital planning, resource allocation, and expenditure forecasting. I intend to leverage these abilities to help your corporation remain fiscally disciplined and able to meet its long-term strategic/operational goals.

2. Ability to Optimize Business Processes and Operations

I am adept at effectively assessing business processes and developing solutions that improve operations and reduce costs for organizations. As a Finance Business Partner for Ascend Performance Materials, I have been responsible for the implementation of new shipping and packaging practices, which have been helpful for reducing waste and shipping inefficiencies, resulting in increased cost savings for the organization. My ability to get to the root of inefficiency and quickly formulate solutions to improve performance will make me an asset in this role.

3. Leadership

I enjoy managing and teaching people and am able to effectively communicate with staff to promote a team atmosphere. I am known for my ability to present advanced financial principles in a manner easy to understand and for being able to create cultures of accountability that drive productivity and excellence. My strengths in these areas will allow me to take on this role and have immediate positive impact as a leader.

Thank you for reviewing my cover letter. As you can see, I possess a number of skills that will allow me to succeed in this role. I am very excited about the possibilities of this opportunity and have attached a copy of my resume, which will provide you with additional information on my background and capabilities. I look forward to meeting with you in the near future to discuss how my talents may be of best use to the Escambia County Housing Finance Authority.

Sincerely,

Dennis J. Echols Jr.

Dennis J. Echols Jr.

Senior-Level Accounting Manager & Cost Strategist

Cantonment, FL 32533 | Phone: 850.206.6236 | Email: http://dj.echols.jr@gmail.com | https://www.linkedin.com/in/dj-echols-a7636a7a/

Tenacious and results-oriented accounting leader with over a decade of experience providing financial leadership and advisory for large-scale organizations. Strong background in chemical manufacturing with a deep understanding of critical business activities impacting costs including sourcing, purchasing, and logistics. Highly-skilled in business analysis, strategic planning, budget preparation, and statistical forecasting. Adept at implementing measures that increase savings, reduce costs, and boost ROI. Responsible fiscal steward adept at managing budgets up to $150M. Possesses advanced knowledge of financial reporting, regulatory compliance, and Six Sigma principles. Specializes in balance sheet/income statement analysis and month-end close processes. Business transformer able to effectively lead teams and work cross collaboratively to achieve business objectives.

Skills and Expertise

- Leadership
- Project Management
- Budget Analysis/Planning
- Revenue Tracking
- Monitoring/Reporting
- Gap Analysis
- Process Improvement
- Procurement/Purchasing
- Logistics & Supply Chain
- Capital Project Reviews
- Technical Writing
- Teaching/Instruction

Professional Experience

Ascend Performance Materials

Ascend manufactures & supplies world class chemicals, fibers and plastics that provide a competitive advantage for companies.
(https://www.ascendmaterials.com/)

Finance Business Partner – Logistics **2017 – Present**

Reporting to the Sr. Manager of Markets, brought on to act as a business partner to the logistics team, providing financial analysis and support to drive business decisions and strategic initiatives. Monitors and manages "Cost to Serve" lines on the income statement including internal freight, external freight, warehousing and duties. Ensures productivity commitments are met/tracked properly and presents variances to management. Accountable for logistics payable line on balance sheet.

Accomplishments:

- Identified opportunities to improve logistics productivity and commercial profitability by analyzing cost to serve customers. ***Aligned incremental costs with commercial opportunities.***
- Delivered accurate monthly forecasts and budget/variance analysis to leadership. ***Responsibly manage a $150 Million budget.***
- Created standardized and repeatable processes in PO set-up and invoice posting activities to eliminate manual re-class entries and automated business-level cost assignment.
- Revamped reporting method for freight rates, maintaining and growing variable margins through customer mix. ***Leveraged six sigma methods to remove waste.***
- Developed a strong relationship with Europe and Asia Accounting and Logistics teams to enable successful collaboration on process improvements.

Randal M. Sampson CPA

Accounting firm offering a wide range of services to individual and business clients including accounting, tax, & payroll services
(http://www.sansomcpa.com/)

Accounting Manager **2016 – 2017**

Brought on to oversee the payroll and bookkeeping functions to ensure that clients are provided with accurate financial information in a timely manner. Coach and train accounting staff regarding appropriate handling of accounting processes and procedures, providing training as appropriate. Provided tax services spanning corporations, partnerships, estates and trusts.

Accomplishments:

- Catalyzed business growth through the development of strong client relationships and creation of residual business opportunity. ***Responsible for 40% of the firm's revenue.***

Dennis J. Echols Jr. - Senior-Level Accounting Manager Specializing in Financial Operations

- Established a diverse client base including athletes, physicians, medical groups, and small businesses. ***Grew client base by 10%.***
- Created and/or reviewed over 500 tax returns covering 43 different states in 2016. ***Delivered on-time filings for+95% of clients.***
- Implemented successful tax mitigation strategies to lower tax burden providing significant savings to the company.

ASCEND.

Ascend Performance Materials

Ascend manufactures & supplies world class chemicals, fibers and plastics that provide a competitive advantage for companies.

(https://www.ascendmaterials.com/)

Senior Financial Analyst **2014 – 2016**

Collected data to analyze and determine costs of business activity involving raw material purchases and conversion cost. Performed financial modeling and analysis for business expansion opportunities in the specialty chemicals market. Provided analytical expertise targeting cost reduction activities using lean manufacturing methods. Activities include data modeling and trend analysis to ensure measurable results and sufficient ROI. Prepared reporting including reconciliation, cost analysis, & month-end close.

Accomplishments:

- Indirectly managed 4 business unit leaders and oversaw a budget exceeding ***$100 Million.***
- Accountable for income statement and balance sheet accounts. ***Responsible for 60% of plant finances.***
- Coordinated the annual budgeting process. ***Oversaw eight unique business units with operating budgets exceeding $100M.***
- Identified opportunity for increased savings. ***Realized productivity of $1.2M through improved utilization of raw materials.***
- Recognized for consistent and accurate performance in role, which led to becoming a trusted advisor with organization.

Deloitte.

Deloitte Consulting LLP

We aim to be the best at all that we do—to help clients realize their ambitions, to make a positive difference in society, and to maximize the success of our people.

(https://www2.deloitte.com/us/en/services/consulting.html)

Senior Consultant – Strategy and Operations **2007 – 2014**

Assist clients in developing shared services organizations and improving back-office efficiencies by eliminating duplication and streamlining processes. Determined client needs by supplementing the standard assessment techniques and tools with innovative approaches. Synthesized overall strategy by analyzing a wide variety of solutions, selecting the most relevant tools/techniques to meet specific client requirements such as business case, pricing, or complex financial analysis, and interpreting and reporting on outputs.

Accomplishments:

- Spearheaded process improvement initiative ***resulting in a 20% reduction in cycle time.***
- Co-wrote business proposals that led to new contracts with high-value targets. ***Contracts valued at ~$30M.***
- Led internal audit project producing a 10% reduction in audit questions. ***Improved fiscal responsibility within organization.***
- Reconciled the SF132 Statement of Budgetary Resources to the SF133 Report on Budget Execution to determine variances in revenue vs. expense accounts actions. ***Ensured financial statements were aligned to General Accepted Government Accounting Standards (GAGAS) and in compliance with Anti-Deficiency Act (ADA) regulations.***
- Developed SF132 (apportionment) requests in accordance with OMB A-11 guidelines for annual year funds as well as carryover funds from previous years.

Education

Masters in Accounting, Mercer University, Atlanta, GA (2013)

Masters in Management, Troy University, Pensacola, FL (2010)

Bachelors in Finance, Florida State University, Tallahassee, FL (2006)

***Certifications:** Lean Six Sigma Yellow Belt | Harvard Business School Leadership Certificate

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Technology Skills

Oracle, SAP, CCH Axcess, Tableau, MS Office Suite

FREDERICK J. GANT

ATTORNEY AND COUNSELOR AT LAW

FREDERICK J. GANT
Florida & Alabama Bar

322 WEST CERVANTES STREET
POST OFFICE BOX 12322
PENSACOLA, FLORIDA 32591
PHONE (850) 433-3230
FAX (850) 434-8158

March 2, 2018

Via Email Only jhwitter@myescmabia.com

Judy Witterstaeter, Program Coordinator
Escambia County Board of County Commissioners
P.O. Box 1591
Pensacola, Florida 32502

Dear Ms. Witterstaeter,

I am submitting this letter as well as my resume to express my interest and as an application for appointment to the Escambia County Housing Finance Authority.
If you have any questions or if anything else is needed from me to be considered for the appointment please contact me?

Sincerely,

Frederick J. Gant, Esquire

FJG/eah

FREDERICK J. GANT, ESQUIRE
322 West Cervantes Street,
Pensacola , Florida 32501
850-433-3230

Attorney Frederick J. Gant, has counseled and represented individuals, small businesses, numerous churches and non-profits since 1984. His experience and education has uniquely prepared him to handle legal affairs whether they require litigation, draft complex legal documents or the need to negotiate a difficult legal matter to a prompt and equitable resolution.

Attorney Frederick J. Gant, currently focuses on Probate, Wills, Estates and Trusts, Business Development and Legal Business Formation, Financing and other legal matters, General Civil Litigation, Divorce, Family Law, Criminal, both Juvenile and Adult.

EDUCATION

1971-1975 University of Florida, B.A. Political Science, Gainesville, Florida
1981-1984 Howard University School of Law, Juris Doctorate, Washington, D.C.

EMPLOYMENT

1984- 2000 Allbritton & Gant, Attorneys at Law
2000- Present Frederick J. Gant, Attorney at Law

ORGANIZATIONS AND AWARDS

Legal

1992-1996	Member, 1st Judicial Circuit Judicial Nominating Committee
1995-1997	Co-chair, Community Affairs Committee, Escambia - Santa Rosa Bar Association
1995-1999	Member, Executive Council, Escambia Santa Rosa Bar Association
1996	Member, Chief Judges Task Force on Juvenile Justice
1997-1999	President, Gulf Coast Bar Association
1998	Recipient, Escambia Santa Rosa Bar Association - Community Service Award, First Recipient.
2001 -2006	President, Charles Wilson Bar Association
2001- 2004	Member, 1st Judicial Circuit Grievance Committee

2003- 2006	Member, 1st Judicial Circuit Judicial Nominating Commission 2004-
2006	Member, Escambia County , American Inns of Court
2011- 2013	Member Escambia/ Santa Rosa County Bar Association Executive Committee
1984- Present	Member, Escambia Santa Rosa Bar Association
1997 -Present	Member, Charles Wilson Bar Association

Bar Membership & Licensed to Practice

1984	Florida Bar
1986	Alabama State Bar
1988	United States District Court, First District of Florida
2004	11th Circuit United States Court of Appeals

Community

2014-	Present Member, Escambia County Board of Adjustment
1988- 2013	Co-sponsor, Allbritton & Gant Baby Rattlers Youth Sports Association
1989	Recipient, Pensacola News Journal/Pensacola Area Chamber of Commerce - Emerging Leader of the Year Award –(Pace Award)
1989-2000	General Counsel, Pensacola Area Chamber of Commerce
2001-2003	General Counsel, Gulf Coast African American Chamber of Commerce
2008 - 2014	Member of the Santa Rosa Island Authority – Served as Chairman in 2009

Founding Member of 100 Black Men of Pensacola, Inc.
Founding Member Sigma Pi Phi Fraternity, Inc. – Pensacola Member Boule
Member, Executive Committee, Pensacola Chapter, NAACP
Member, St. James Missionary Baptist Church
Member, Gulf Coast African American Chamber of Commerce
Member, Kappa Alpha Psi Fraternity , Inc.

Past Member, Executive Board, Leadership Pensacola
Past Member, Executive Board, Pensacola Area Chamber of Commerce
Past Member, Pensacola Area Chamber of Commerce, Committee of 100
Past Member, Florida Black Business Investment Board
Past Member, Howard University Board of Trustees, Washington, D.C., Graduate and Professional School - Elected Student Position
Past Member, District 1 Children & Families Board
Past Member, American Cancer Society Board
Various other Community and Non-Profit Boards.

Judy H. Witterstaeter

From: Community & Media Relations
Sent: Friday, February 16, 2018 5:00 PM
To: Judy H. Witterstaeter
Subject: Appointee Sought for County Housing Finance Authority

Click HERE to View in Browser

Appointee Sought for Housing Finance Authority

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia County Housing Finance Authority. Appointees serve without compensation. Escambia residents interested in serving on the Escambia County Housing Finance Authority are asked to submit a resume and letter indicating their desire to serve by 5 p.m. Friday, March 2. Resumes should be submitted to Judy Witterstaeter, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, FL 32502 or jhwitter@myescambia.com.

The Escambia County Housing Finance Authority was established in accordance with Florida law. The authority's duties are to assist in eliminating shortages of adequate housing, stop reoccurrence of slum conditions and stimulate employment and commerce. Knowledge in the area of labor, finance or commerce required. Authority members serve a four-year term of office. Financial disclosure is required.

Requirements:

- The authority's regular meetings are held the second Tuesday of every month and typically last between one to two hours (i.e. 24 hours annually). Board members are also required to attend special meetings that are occasionally called on an "as needed" basis in connection with proposed multi- and single-family financings.
- Board members must review various documents (official statements, trust statements, loan agreements, etc.) prior to each monthly meeting. Preparation time generally ranges from one hour for a normal meeting, to four to six hours if there is a substantial item on the agenda.
- Board members are also required to be available for any bond issue closings that occur during the year and to also make time during the month to consult

with the executive director (and/or be available to sign documents, checks, etc.) as needed in connection with routine authority business.

- Board members are also strongly encouraged to participate in various educational workshops and conferences sponsored by the National and Florida Associations of Local Housing Finance Authorities (approximately two a year) in an effort to stay abreast of emerging trends and changes to all the various laws and regulations in the housing finance and municipal finance industries (such as their due diligence responsibilities before approving a bond issue, SEC/MSRB regulations, disclosure responsibilities, etc.) that impact the authority's mission of providing safe, decent and affordable housing.

You are receiving this email because you opted in to receive alerts for MyEscambia.com.

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Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

Escambia County is committed to providing access and reasonable accommodations to individuals with disabilities to facilitate participation in county meetings or other county services, programs, or activities. For information or to make a request at least 72 hours before the scheduled meeting or other county activity, visit myescambia.com/ADA or call 850-595-4947.

Community and Media Relations
Phone: (850) 595-3476
Email: cmr@myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13867 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 04/05/2018
Issue: State Law Enforcement Trust Fund Appropriation
From: Henrique Dias, Chief Financial Officer
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office Finance Division

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds per the requirements of F.S. 932.7055(5) for Outside Agency partners in Escambia County for Fiscal Year 2017/2018:

A. New World Believers, in the amount of $5,000;

B. Men's Barn Meeting, Inc., in the amount of $3,000;

C. Civitan International Foundation, in the amount of $4,000;

D. The Epilepsy Foundation of Florida, in the amount of $2,500;

E. Perdido Bay Youth Sports Association, in the amount of $1,000;

F. Studer Community Institute, in the amount of $10,000;

G. Teen Challenge of Florida, Inc., in the amount of $2,500; and

H. AMIkids Pensacola, Inc., in the amount of $10,000.

Upon approval of these funding allocations, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201]

BACKGROUND:

Per F.S. 932.7055(5), certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is attached):

New World Believers. - $5,000
Men's Barn Meeting Inc - $3,000
Civitan International Foundation - $4,000
The Epilepsy Foundation of Florida - $2,500
Perdido Bay Youth Sports Association - $1,000
Studer Community Institute - $10,000
Teen Challenge of Florida Inc - $2,500
AMIkids Pensacola Inc - $10,000

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These funds may be expended upon request by the sheriff to the board of county commissioners or by the chief of police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the sheriff's office or police department by the board of county commissioners or the governing body of the municipality

IMPLEMENTATION/COORDINATION:

N/A

Attachments

New World Believers

Men's Barn Meeting Inc
Civitan International Foundation
The Epilepsy Foundation of Florida
Perdido Bay Youth Sports Association
Studer Community Institute
Teen Challenge of Florida Inc
AMIkids Pensacola Inc

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

March 15, 2018

New World Believers
Attn: Rodney Jones
1211 Santa Fe Circle, Pensacola FL 32505

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated March 5, 2018.

Dear Rodney Jones,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $5000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☑ PROMOTE CRIME/DRUG ABUSE PREVENTION **OR** ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: New World Believers DATE 03/05/2018

POINT OF CONTACT Rodney Jones PH# (850) 293-2756

EMAIL ADDRESS: rjbyfaithnotsight@gmail.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 04/24/2018 AMOUNT REQUESTED: $ 5,000

CHECK PAYABLE TO: New World Believers

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 1211 santa Fe Circle City Pensacola State Fla. Zip Code 32505

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief RJ (Initial)

NAME OF CERTIFYING OFFICIAL
Rodney Jones

TITLE OF CERTIFYING OFFICIAL
Executive Director

SIGNATURE (Digital)

DATE
3/5/18

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $5,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 3/15/18		DAVID MORGAN, SHERIFF 3/13/2018 DATE

1/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

New World Believers

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

See attachment.

New World Transition Program

Sheriff's Office

Submitted on

Summary

The New World Believer's (Eyes Wide Open & H.O.O.P.S.) Community Enhancement Programs endeavors to combat the pressing issues of drugs and crime that infect some of the most volatile and poorest neighborhoods in our city. We frequent and serve many area housing projects, where drugs and crime is a major impediment toward seeking a self-sufficient life. The NWB (Eyes Wide Open & H.O.O.P.S) has multiple components serving many areas of our county. The NWB enhancement program is a one stop shop for social service agencies to carry out their missions, hosting healthy living, HIV testing and counseling, and recovery classes. We offer case plans for Department of Children and Families, so mothers and fathers can work toward reuniting with their children in foster care. The NWB program is available to be a haven for youth offering a diversionary program through Department of Juvenile Justice for both boys, and girls five days a week. We are fighting the war on crime in an attempt to deflect early peer pressure to join gangs and commit crime with our conflict resolution and addiction groups. Our partnership with the Escambia County Sheriff's Office, Escambia County Health Dept., Escambia Coalition of the Homeless and Omega Psi Phi Fraternity Inc. all allow us access to a host of volunteers and service providers which funnel mentors and tutors to children and younger adults. The facility is a recovery hub, offering C.A. and Most Excellent Way. We provide life skills training ,basic computer concepts, money smart which is a financial education class and more importantly a transitional program which provides affordable housing for families in need. The funding will allow NWB provide housing for individuals who may not otherwise be able to afford it along with bus passes and food and supplies that will surely help them become more productive.

Many of our clients usually arrive with no form of identification, poor medical and dental histories and in need of housing. We provide with our services avenues for these needs to be meet. Clients are required to provide proof of employment, attendance at school and recovery

meetings, etc. The case manager can have face-to-face time with each client; encouraging the good work accomplished each week.

New World Believer's mission is to teach others to teach others to help build futures." Escambia tax payers spend $8Million a year on offenders who return to the jail system. Sixty-eight percent who are released from jail are re-arrested within three years. Untreated, most offenders reenter dysfunctional family systems and return to substance abuse through associations that put them at great risk of recidivism. Of the 40,000 inmates arrested and released from the Escambia County jail each year, 80% suffer from drug and alcohol addiction. Generational studies prove that 75% of incarcerated men and women have children and 80% of children expelled from school have a parent who is incarcerated. In Escambia County 25% of the children are fatherless due to drugs and/or incarceration these children are seven times more likely to land in jail in the future. In a 2003 study 38.4% of children were fatherless.

New World Believer's is best known for it's community based program, which help persons returning from an incarcerated environment, those who suffer from substance abuse, who are at risk for HIV/AIDS, and Its youth diversionary program since 2004. Our hope is to reduce recidivism by providing a service to individuals in need. We also believe we make an impact on family members who decide to join in the treatment regime and the children of clients who will not be exposed to parents abusing substances. We believe these children's future will greatly improve as a result of the father's recovery and reconnection with his family. As of 2012, NWB (Eyes Wide Open & H.O.O.P.S Program) have a full continuum of care. It provides substance abuse treatment, to transitional housing, to more permanent housing, youth diversionary as well as a family resource center to call their "recovery home", NWB expects to maintain a high level of excellence and reach out to more Escambia County residents in need of treatment and transformation.

New World Believers

1211 Santa Fe Circle.

Pensacola Fl. 32505

NWB will use this funding to sponsor individuals by subsidizing cost of living at NWB Transitional Housing Program for 90 days. Providing them with a host of services listed above in-conjunction with the list below. The sponsorship is for NWB crime prevention and education. Will keep individuals off the streets which makes them less likely to commit crimes 901 Massachuttes Ave lot 82 and 142 , 3025 Nth Qst.

Funding Justification;

Item	**Cost**
xTransitional Housing(subsidize)	**$265x10=1200**
xBus Passes	**$60x6=$360**
xFood/Hygiene Products	**$120x6=$720**
xCrime prevention/educational materials	**$.20x1000=$1650**
xCrime Prevention event per)	**$500x3=$1500(food&drink**
Total	**$5430.00**
Amount of Funds Seeking	**$5000.00**

Contact Info:

RODNEY JONES
NEW WORLD BELIEVER'S
1211 Santa Fe Circle
PENSACOLA Fl 32505
Phone: (850)6o7-3252
Email:rjbyfaithnotsight@gmail.com

NEW WORLD BELIEVER'S

EYES WIDE OPEN COMMUNITY ENHANCEMENT PROGRAM

POSITIVE LIVING EVENTS

June. 16 2018 11am-3pm

LOCATION: WESTERNMARK PARK

On the corner of Massachuttes Ave and Erress Blvd

TIME: 11AM-4PM

There will be food entertainment

SPONSERS: The NAACP, Escambia County Health Dept. New World Believer's, Escsambia County Sheriff's Office, Publix, Unity and Charity Church, Movement For Change

Your Life...Your Community-NO PLACE for DRUGS PAID FOR BY THE ESCAMBIA COUNTY SHERFF'S OFFICE WITH LAW ENFORCEMENT TRUST FUND MONIES

CONTACT: RODNEY JONES (293-2756) EMAIL:RJBYFAITHNOTSIGHT@GMAIL.COM

Escambia County Sheriff's Office
Sheriff David Morgan
Your life... Your Community...
NO PLACE FOR DRUGS
www.escambiaso.com

Unity and Charity Church

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 16 2005

NEW WORLD BELIEVERS
PO BOX 4295
PENSACOLA, FL 32507

Employer Identification Number:
30-0236534
DLN:
205210029
Contact Person:
MARC KENNEDY ID# 52413
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)91)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
November 20, 2004
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2008

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
New World Believers

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1211 Santa Fe Circle

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, Fla. 32505

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
30 - 9234534

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 3/9/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

02/10/16

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8013463651C-2	11/30/2015	11/30/2020	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

NEW WORLD BELIEVERS
1211 SANTA FE CIR
PENSACOLA FL 32505-3948

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

March 15, 2018

Men's Barn Meeting Inc.
Attn: James Porter
5800 Piggrim Trail West, Molino FL 32577

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated March 5, 2018.

Dear James Porter,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $3000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: MEN'S BARN MEETING, INC DATE 03/05/2018

POINT OF CONTACT JAMES P. PORTER PH# 850-587-2893

EMAIL ADDRESS: THERJPP@AOL.COM ☐ INITIAL REQUEST ☑ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 2ND QUARTER 2018 AMOUNT REQUESTED: 3,000.00

CHECK PAYABLE TO: MEN'S BARN MEETING, INC.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 5800 PIGGRIM TRAIL WEST City MOLINO State FL Zip Code 32577

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief JPP (Initial)

NAME OF CERTIFYING OFFICIAL: JAMES P. PORTER

TITLE OF CERTIFYING OFFICIAL: PRESIDENT

SIGNATURE (Digital): James P Porter

DATE: 03/05/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO	Holly Cassut	☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	
SHERIFF		☑	☐	

AMOUNT APPROVED $3,000.00

CFO ASSISTANT: David Gaff Date processed 3/15/18

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

DAVID MORGAN, SHERIFF

DATE 3/13/2018

ORIGINAL

1/2018

AGENCY NAME: | Men's Barn Meeting, Inc.
DATE OF SUBMISSION:

REQUIRED INFORMATION **JUSTIFICATION FOR FUNDING**

PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING
Per Florida State Statute Florida Statutes - Chapter 932.7055 - Such funds may be used only for school resource, crime prevention, safe neighborhood, drug abuse education, or drug prevention programs or such other law enforcement purposes

THIS APPLICATION WILL NOT BE PROCESSED WITHOUT THIS INFORMATION: YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

We are a 501 –C-3 tax exempt non-profit organization and have been in operation since August 2002 (now in our 16th year). We meet monthly and serve a full course steak supper, have about 30 minutes of live music, followed by a featured guest speaker of the month. Our speakers come in from literally all over the USA. The speakers have unique stories and backgrounds and they share their story with the men & boys (now we have Ladies Barn Meetings as well). The speakers have ranged from former drug users, gang members, famous musicians, professional rodeo cowboys, sportsmen, military veterans, to pastors. One of our Ladies speakers is a reformed former prostitute, druggie, and armed robber, who now travels the country offering hope to those struggling.

Our meetings normally attract anywhere from 300 to 400 men each month. The meetings are completely free to attendees and open to everyone. There are no strings attached and there is nothing to join or pay. We are an independent work (not affiliated with any one church or organization) and there are no paid employees. All cooking, serving, setting up and cleaning up is done by volunteers from the community. We have served over 46,000 people to date.

Our attendees come from all walks of life including some homeless who come with the Waterfront Mission each month. We teach hope and changed lives.

We have countless stories of changed lives and restored marriages through the years. At one meeting we even had someone come up and hand one of our workers a bag with a large quantity of a drug in it and make the statement "Here, I won't need this anymore after tonight." We flushed it down the toilet immediately. We have had former drug dealers and users tell their stories of how they changed their lives and are now living productive lives. At each meeting we have a group of men from the Christian Motorcycle Association (CMA who offer counseling to many who request it each month. We have a posted sign visible to all in attendance in accordance with the Sheriff's letter as requested several years ago when we applied.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 12 2008

MENS BARN MEETING INC
C/O JIM PORTER
6218 N 9TH AVE
PENSACOLA, FL 32504

ATTN SCOTT PORTER

Employer Identification Number:
26-0657227
DLN:
17053298007027
Contact Person:
DONNA ELLIOT-MOORE ID# 50304
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
February 5, 2007
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2011
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
MEN'S BARN MEETING, INC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶ 501 C3 NOT FOR PROFIT

☐ Exempt payee

Address (number, street, and apt. or suite no.)
5800 PILGRIM TRAIL WEST

Requester's name and address (optional)

City, state, and ZIP code
MOLINO, FL 32577

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
26-0657227

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ James P Porter, Pres. Date ▶ MARCH 5, 2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

85-8012959795C-0	12/31/2013	12/31/2018	501(C)(3) ORGANIZATIO
ate Number	Effective Date	Expiration Date	Exemption Category

ertifies that

MENS BARN MEETING INC
5800 PILGRIM TRL W
MOLINO FL 32577-7067

mpt from the payment of Florida sales and use tax on real property rented, transient rental property rented, ta
nal property purchased or rented, or services purchased.

Important Information for Exempt Organizations

You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purcha
See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must regi and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from thi requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liat payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-deg felony. Any violation will require the revocation of this certificate.

If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registratic Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 64 Tallahassee, FL 32314-6480.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

March 15, 2018

Civitan International Foundation
Attn: Cathy Booker
P.O. Box 9277, Pensacola FL 32513

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated February 28, 2018.

Dear Cathy Booker,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $4000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

[redacted]

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☑ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Civitan International Foundation DATE 02 /28/2018

POINT OF CONTACT Cathy Booker PH# (850)449-9452

EMAIL ADDRESS: cbooker8649@bellsouth.net ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 05/01/2018 AMOUNT REQUESTED: $4000.00

CHECK PAYABLE TO: Pensacola Civitan Club

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street Post Office Box 9277 City Pensacola State FL Zip Code 32513

[redacted]

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief cb (Initial)

NAME OF CERTIFYING OFFICIAL
Cathy Booker

TITLE OF CERTIFYING OFFICIAL
National Leadership Forum Chair

SIGNATURE (Digital)
Cathy Booker

DATE
February 28, 2018

[redacted]

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO	Holly Casart	☑	☐	
LEGAL	[signature]	☑	☐	
CHIEF	[signature]	☑	☐	AMOUNT APPROVED $4,000.00
SHERIFF	[signature]	☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT	[signature]	Date processed 3/15/18		DAVID MORGAN, SHERIFF 3/13/2018 DATE

1/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

Pensacola Civitan Club

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Please see the attachments in reference to the "62nd Annual National Leadership Forum", will be held on Harding University campus in Searcy, Arkansas, during the week of June 3 - 8, 2018.

62nd Annual Harding University National Leadership Forum

When: June 3-8, 2018

Where: Harding University Campus - Searcy, Arkansas

Who: Students entering 9th, 10th, 11th, or 12th grades in fall 2017

Moving further into a new century and millennium has presented the United States with fresh challenges. To overcome these obstacles, American citizens must become more interested in economic, political and cultural principles. Through lectures, films, and team building, the National Leadership Forum will assist youth to become better acquainted with the American scene and motivated to a more forceful expression of pride in our traditions and ideals.

This year, the Leadership Forum is partnering with FEE (Foundation for Economic Education) and the theme for 2018 is "Real Heroes." Sponsorship is $450 per student and includes round-trip bus transportation, lodging, and meals.

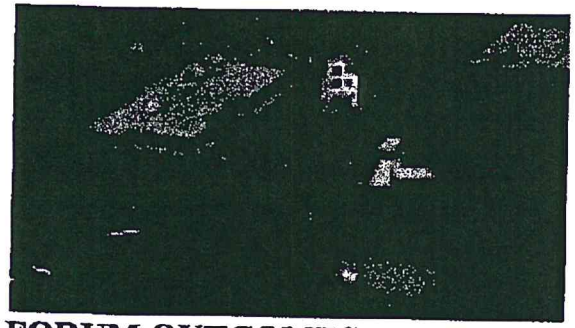
Outcomes include:

- Understanding free enterprise
- Examining foreign policy
- Understanding our environment
- Building family values
- Examining leadership issues
- Leadership lab team building
- Leadership development - how to better lead in communities, schools, church and home

For more information, visit:
www.harding.edu/events/nlforum
Box 10762 • Searcy, AR 72149 • 501-279-4088

Pensacola Civitan Club
Civitan International

The 62nd annual National Leadership Forum will be held on the Harding University campus in Searcy, Arkansas, during the week of **3-8 June 2018.**

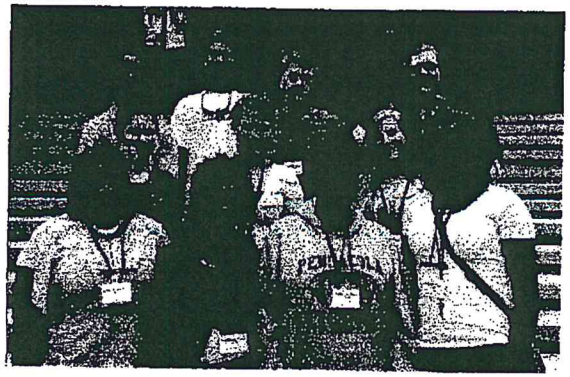


FORUM OUTCOMES

- Leadership development
  - ✓ ethics
  - ✓ communication
  - ✓ leadership styles
  - ✓ learning styles
  - ✓ leadership labs / team building
- Understanding free enterprise
- Examining foreign policy
- Understanding our environment
- Building family values
- Examining leadership issues such as sex, school violence, and drug/alcohol abuse

As builders of good citizenship, Civitan Clubs in Alabama and West Florida in 1956 requested that a citizenship forum be developed for youth. Since that time the seminar has grown rapidly. Students have responded favorably, and 300 now come every year, sponsored by many civic clubs in cooperation with Harding University's American Studies Institute.

Through the media of lectures, films, research, and association with internationally recognized authorities, the National Leadership Forum enables young leaders to become better acquainted with the American scene and motivated to a more forceful expression of pride in American traditions and ideals. There is no question that the Pensacola Civitan Club has a rich heritage of leadership in this event which is focused on equipping student leaders with the knowledge and skills to make them confident, effective leaders. Last year the Pensacola Civitan Club and its community sponsors sent 16 students from area high schools.



HARDING UNIVERSITY

http://www.harding.edu/events/nlforum

A full scholarship for the week is **$450** per student **and is paid for by the Pensacola Civitan Club and its community sponsors.** The scholarship includes the tuition, meals, lodging, and bus transportation for the week.

Sending students to the National Leadership Forum is as central to our Civitan mission as is our focus on helping those with developmental disabilities. For Civitans are **"builders of good citizenship."**

Please contact me for additional information on the National Leadership Forum.

Cathy Booker
National Leadership Forum Chair
1512 E. Yonge Street
Pensacola, FL 32503
Phone: 850-449-9452
Email: cbooker8649@bellsouth.net

KINDLE YOUR FIRE
FOR CIVITAN
2017–2018

Mar 01, 2018 05:34PM GMS Concrete 8504779612

RECEIVED
DEC 17 1965

U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR

2121 Eighth Avenue, North
Birmingham, Alabama 35203
December 16, 1965

CIVITAN INTERNATIONAL
IN REPLY REFER TO
Form L-178 434:HCE
EIR:EO:65-119

PURPOSE	
Charitable	
ADDRESS INQUIRIES & FILE RETURNS WITH DISTRICT DIRECTOR OF INTERNAL REVENUE	
Birmingham	
FORM 990-A REQUIRED	ACCOUNTING PERIOD ENDING
[X] YES [ ] NO	June 30

Civitan International Foundation
115 North 21st Street
Birmingham, Alabama

Gentlemen:

On the basis of your stated purposes and the understanding that your operations will continue as evidenced to date or will conform to those proposed in your ruling application, we have concluded that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. Any changes in operation from those described, or in your character or purposes, must be reported immediately to your District Director for consideration of their effect upon your exempt status. You must also report any change in your name or address.

You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code, in which event you are required to file Form 990-T. Our determination as to your liability for filing the annual information return, Form 990-A, is set forth above. That return, if required, must be filed on or before the 15th day of the fifth month after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to this office, as should any questions concerning excise, employment or other Federal taxes.

This is a determination letter.

Very truly yours,

A. J. O'Donnell, Jr.

A. J. O'DONNELL, JR.
District Director

Civitan International Foundation
Federal TAX ID # 63-6052990

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Civitan International Foundation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
Post Office Box 9277

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32513

7 List account number(s) here (optional)
Certificate # 85-8012690613C-5

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Cathy Boodle Date ▶ February 28, 2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

0000027 03/16/16

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8012690613C-5	03/31/2016	03/31/2021	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CIVITAN INTERNATIONAL
1 CIVITAN PL
BIRMINGHAM AL 35213-1983

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

March 1, 2018

To: Dan Capozzolo
(850) 436-9194 (fax)

From: Cathy Booker
Pensacola Civitan Club

Page included: 11 (including cover page)

I am so sorry to fax so many pages, but my scanner is not working. Please feel free to contact me at (850) 449-9452 if you have any questions.

Cathy Booker

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

March 15, 2018

The Epilepsy Foundation of Florida
Attn: Cecily Chundriek
2401 Executive Plaza Drive, Suite 3B Pensacola FL 32504

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated February 27, 2018.

Dear Cecily Chundriek,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Drug Education, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $2500. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☐ DRUG PREVENTION ☑ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTIONAL/ADVERTISING OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: The Epilepsy Foundation of Florida DATE 02/27/2018

POINT OF CONTACT Cecily Chundrlek PH# (850) 433-1395

EMAIL ADDRESS: CChundrlek@efof.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 04/01/2018 AMOUNT REQUESTED: $ 2,500

CHECK PAYABLE TO: The Epilepsy Foundation of Florida

COMPLETE MAILING ADDRESS: ☑ NEW ADDRESS

Street 2401 Executive Plaza Dr., Ste. 3B, Pensacola City State FL Zip Code 32504

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief | (Initial)

NAME OF CERTIFYING OFFICIAL: Patricia Dean

TITLE OF CERTIFYING OFFICIAL: President

SIGNATURE (Digital): Patricia Dean

DATE: 3-1-18

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $2,500.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055
CFO ASSISTANT				DAVID MORGAN, SHERIFF

Date processed 3/15/18

3/13/2018
DATE

1/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

The Epilepsy Foundation of Florida

Per Florida State Statute Florida Statutes - Chapter 932.7055(5)(c) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate.
PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

We cordially invite you to participate as sponsor of the 2018 Walk the Talk for Epilepsy. The event in our area will be on May 19th at Community Maritime Park, Pensacola. This is an occasion for friends, family and loved ones of those living with epilepsy to come together to support this cause.

92% of every dollar raised will directly benefit the Floridians we help who are living with Epilepsy. We trust that you will find great satisfaction in knowing that your support will help us achieve our goals to serve these families living in our community. Epilepsy affects 400,000 people in Florida, mostly children and the elderly. We provide them with a myriad of programs such as support groups, case management, medical services, prevention, Camp Boggy Creek and much more. We offer epilepsy awareness and seizure first aid to teachers, students, first responders, city personnel, and medical communities. During our training, we also discuss Anti Epilepsy Drugs (AED). AED are very potent and we emphasize their proper use as strictly medicinal used under a physician's supervision. The education and outreach coupled with our comprehensive case management services work to ensure a safe community, including drug abuse education. We truly rely on sponsorships to carry the foundation and allow us to continue providing such services.

As we have in the past, we would like to invite Sheriff Morgan to sing the National Anthem before our walk.

For information regarding sponsorship opportunities, please see the enclosed sponsorship package.

PARTNERSHIP OPPORTUNITIES

45TH ANNIVERSARY

EPILEPSY FOUNDATION
Florida

Epilepsy
Resource Center

LETTER FROM THE CEO

Dear Friend of the Epilepsy Foundation of Florida,

Throughout the year, the Epilepsy Foundation of Florida (EFOF) offers unique events that work to provide information to individuals and families impacted by epilepsy and raise awareness about opportunities to help our members. This October marks the Foundation's 45 year anniversary, and we hope you will join us in our celebration of the great strides we've made over the years to provide support, services and hope for those living with epilepsy. We cordially invite you to participate as a sponsor of one of our many events, including our November Epilepsy Awareness Month events, Day at the Capitol, Walk the Talk and Epilepsy Pipeline Community Conference events.

Please find included within this packet, information about the events your company can consider when allocating your philanthropic dollars. By agreeing to support EFOF, your company will receive advertising, public relations exposure and the ability to utilize the Epilepsy Foundation of Florida logo in your promotional material as outlined in the enclosed brochure.

EFOF assists individuals with epilepsy and seizures to overcome challenges caused by epilepsy, and provides services and information that enables them to best manage their health and reduce their symptoms. Eighty-eight (88) percent of every dollar raised will directly benefit the 400,000 Floridians living with epilepsy. We trust that you will find great satisfaction in knowing that your support will help us achieve our goals to serve these families living in our community.

For more information about our events or to become an EFOF event sponsor, please contact Mary Gomez, VP of Business Development at ***mgomez@efof.org*** or Bonni O'Connell, Director of Advancement at ***boconnell@efof.org.***

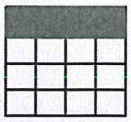
Thank you in advance for your consideration of becoming an EFOF sponsor.

Sincerely,

Karen Basha Egozi
Chief Executive Officer
Epilepsy Foundation of Florida

EVENTS

July 2016 - June 2017



NOVEMBER EPILEPSY AWARENESS MONTH EVENTS

To commemorate National Epilepsy Awareness Month the Foundation hosts its signature "Let's Talk About It" events statewide to spread education and awareness. With attendance well into the hundreds, events are held in each office location and range from a masquerade themed cocktail party to a purple hat brunch to a formal sit down dinner. We also encourage our community supporters, sponsors, donors and clients to host their own DIY (do-it-yourself) events to come out in support of individuals with epilepsy and help to remove the stigma. The DIY events can range from jeans day at the office, a lemonade stand, or a percentage day at your local restaurant or grocery store – everyone is encouraged to participate and give back.

DAY AT THE CAPITOL

This year, there is an opportunity to sponsor our Day at the Capitol event taking place in the spring. The Tallahassee-based event will allow for executive staff, board members, donors and key stakeholders from around the state to come together during the Legislative Session to meet with legislators, review policy and host the organization's "Purple= Red + Blue" fundraiser. The evening reception will focus on recognizing those state leaders who have been supportive of the Epilepsy Foundation of Florida and of epilepsy sufferers as a whole across Florida. Last year participants had the opportunity to meet with over 25 Florida Legislators throughout the day, to discuss the importance of advocating for epilepsy.

2017 WALK THE TALK FOR EPILEPSY

Throughout the months of April and May, eight walks to raise awareness of epilepsy will be taking place across Florida. This is an occasion for friends, family and loved ones of those living with epilepsy to come together, organize a team and walk to support this cause. The walks have become a staple in the epilepsy community and are highly attended, as well as receive a great deal of media coverage due to the range of activities, vendors and sponsors associated with the event.

2017 EPILEPSY PIPELINE COMMUNITY CONFERENCE

The Epilepsy Pipeline Community Conference, hosted in partnership with the Epilepsy Foundation of America, is a unique one-day event offered to people with epilepsy, their families, friends and advocates. The program will be presented by leading professionals, experts and advisors in the epilepsy community, and is designed to be interactive offering valuable insights and strategies for living with and treating epilepsy. It will also feature areas of interest such as the current state of epilepsy research and what's in the pipeline, dietary therapies and wellness, devices to treat epilepsy and advances in surgery, and will discuss hot topics such as medical marijuana. The funds designated to the conference ensure that families throughout the state of Florida can attend and participate free of charge.

STATEWIDE SPONSORSHIP OPPORTUNITIES (PER EVENT)

ULTIMATE
$35,000

Advertising/ Public Relations

- Company name listed in select promotional material including but not limited to flyers, brochures and t-shirts
- Company logo on the event website
- Recognition on EFOF Social Media sites
- Prominent logo placement in all promotional materials, including but not limited to flyers, brochures and t-shirts
- Named as sponsor on all broadcast media (whenever possible)
- Quote in Press Release
- Exclusive logo placement on t-shirt (walks)
- Exclusive statewide recognition as title sponsor
- Website banner with company advertisement for 2 months
- Choice of 2: newsletter ad, newsletter editorial or sponsored blog post

Event Day of Promotions

- Opportunity for company representative to speak briefly at event
- Vendor Table (with chairs and if outdoors a tent) with opportunity to showcase company
- Name/logo of sponsor featured individually on a banner on stage
- Signs with logo placed on walk route (if possible)
- On stage recognition at the event
- Logo included on event program (if applicable)

Use of EFOF Logo

- License to use the EFOF logo with your company's marketing efforts related to the event

PREMIER
$25,000

Advertising/ Public Relations

- Company name listed in select promotional material including but not limited to flyers, brochures and t-shirts
- Company logo on the event website
- Recognition on EFOF Social Media sites
- Prominent logo placement in all promotional materials, including but not limited to flyers, brochures and t-shirts
- Named as sponsor on all broadcast media (whenever possible)
- Quote in Press Release
- Exclusive logo placement on t-shirt (walks)
- Website banner with company advertisement for 1 month
- Choice of: newsletter ad, newsletter editorial or sponsored blog post

Event Day of Promotions

- Vendor Table (with chairs and if outdoors a tent) with opportunity to showcase company
- Name of sponsor on the stage
- Signs with logo placed on walk route (if possible)
- On stage recognition at the event
- Logo included on event program (if applicable)

Use of EFOF Logo

- License to use the EFOF logo with your company's marketing efforts related to the event

DELUXE
$15,000

Advertising/ Public Relations

- Company name listed in select promotional material including but not limited to flyers, brochures and t-shirts
- Company logo on the event website
- Recognition on EFOF Social Media sites
- Prominent logo placement in all promotional materials, including but not limited to flyers, brochures and t-shirts
- Named as sponsor on all broadcast media (whenever possible)
- Exclusive logo placement on t-shirt (walks)
- Choice of: newsletter ad, newsletter editorial, sponsored blog post or website banner

Event Day of Promotions

- Vendor Table (with chairs and if outdoors a tent) with opportunity to showcase company
- Name of sponsor on the stage
- Signs with logo placed on walk route (if possible)
- On stage recognition at the event
- Logo included on event program (if applicable)

Use of EFOF Logo

- License to use the EFOF logo with your company's marketing efforts related to the event

LOCAL SPONSORSHIP OPPORTUNITIES (PER EVENT)

PLATINUM
$10,000

Advertising/ Public Relations

- Company name listed in select promotional material including but not limited to flyers, brochures and t-shirts
- Company logo on the event website
- Recognition on EFOF Social Media sites
- Prominent logo placement in all promotional materials, including but not limited to flyers, brochures and t-shirts

Event Day of Promotions

- Vendor Table (with chairs and if outdoors a tent) with opportunity to showcase company
- Name of sponsor on banner near the stage
- Signs with logo placed on walk route (if possible)
- Logo included on event program (if applicable)

Use of EFOF Logo

- License to use the EFOF logo with your company's marketing efforts related to the event

GOLD
$5,000

Advertising/ Public Relations

- Company name listed in select promotional material including but not limited to flyers, brochures and t-shirts
- Company logo on the event website
- Recognition on EFOF Social Media sites

Event Day of Promotions

- Vendor Table (with chairs and if outdoors a tent) with opportunity to showcase company
- Name of sponsor on banner near the stage
- Logo included on event program (if applicable)

Use of EFOF Logo

- License to use the EFOF logo with your company's marketing efforts related to the event

SILVER
$2,500

Advertising/ Public Relations

- Company name listed in select promotional material including but not limited to flyers, brochures and t-shirts
- Company logo on the event website

Event Day of Promotions

- Vendor Table (with chairs and if outdoors a tent) with opportunity to showcase company
- Name of sponsor on banner near the stage
- Logo included on event program (if applicable)

Use of EFOF Logo

- License to use the EFOF logo with your company's marketing efforts related to the event

EPILEPSY FOUNDATION Florida

Epilepsy Resource Center

2015-2016 ACCOMPLISHMENTS

The Epilepsy Foundation of Florida (EFOF) leads the fight to overcome the challenges of living with epilepsy and to accelerate therapies to stop seizures, find cures, and save lives.

EPILEPSY FOOTPRINT

Approximately 400,000 individuals suffer from epilepsy across the state with 84,000 of those sufferers being children.

Epilepsy is the fourth most common neurological disease in the United States after migraine, stroke, and Alzheimer's disease.

Epilepsy is more common than Parkinson's disease, Multiple Sclerosis, Cerebral Palsy and Autism combined.

1 in 26 people in the United States will develop epilepsy at some point in their lifetime and 1 in 10 will have a seizure.

EPILEPSY FOUNDATION OF FLORIDA

Today, 12 percent of Americans with with epilepsy live in Florida, and EFOF is leading the fight to overcome the challenges of living with epilepsy and to accelerate therapies to stop seizures, find cures, and save lives.

When faced with a diagnosis as life-altering as epilepsy, early intervention is vital to overcoming the many obstacles of the disease.

In these moments of crisis, the Epilepsy Foundation of Florida is the leading source of information for sufferers and their families looking for answers and advice to best treat epilepsy.

EFOF has offices in six cities across Florida, with an extended reach into nearly 35 counties.

Prevention and Education:

In a one-year span, EFOF held more than 3,000 events, educating approximately 540,000 individuals in the Ft. Lauderdale, Gainesville, Jacksonville, Miami, Pensacola, West Palm Beach and North Central Florida regions.

Special Programs:

Epilepsy Foundation of Florida offers social services, medical services, psychological services and healthcare navigation services to thousands of individuals throughout the state of Florida.

Camp Boggy Creek

More than 75 children with epilepsy attended the one-week camp in Eustis, FL designed to give them a safe place to enjoy nature and educate them about overcoming obstacles. 20 families were empowered at family weekend from October 30 – November 1.

Strong Social Media

Strong Facebook, Twitter and Instagram presence with more than 19,000 followers and more than 4 million individuals reached.

Advocacy

The Epilepsy Foundation of Florida leads advocacy efforts for epilepsy sufferers in the state, and is focused on improving the health and well-being of individuals now and in the future. Advocating for effective public policies and community support is critical to EFOF's ability to provide educational assistance to those who need it most.

PREVENTION & EDUCATION EVENTS

- 29,499 Attendees at 708 Presentations
- 16,704 Attendees at 118 Special Events
- 238,041 Attendees at 2,182 Awareness Activities
- More Than 4 Million Individuals Reached Through Online and Social Media Platforms

Provide information, referrals, and prevention and education services to our clients and community.

EFOF SPECIAL PROGRAMS

Social Services: Offered comprehensive case management services to approximately 2,768 clients and families. Held 201 support group meetings with 1,776 attendess and organized initiatives targeted to African-American, Hispanic and Haitian communities.

Medical Services: Provided more than 2,700 need-based medical treatments and services to clients which consisted of, initial neurological evaluations, follow-up examinations, medical treatment, imagining services (MRI, CT Scan, Bone Scan), blood tests, EEG's, and other tests for a consistent program of medical management.

Psychological Services: Provided individual and family counseling and psychological evaluation services to more than 700 clients.

BOARD MEMBERS

Lourdes Boue
President

Jonathan Anderson
Immediate Past President

Steven Schale
Vice President

Stephanie McCann
Secretary

Carlos Garrido
Treasurer

Daniel Acevedo
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Carlos J Gimenez, Esq.
Charles M. Hood, III
Shanna Klauk
Chairman Joe Martinez
Marc Mingel, DMD
Richard T. Rundle
Todd Victor
Mindy Waxman
Sara Widing, MHA
Terek Zakaria, MD.

STATEWIDE SERVICE

MIAMI
1200 NW 78th Avenue, Suite 400
Miami, FL 33126
Phone: (305) 670-4949 | Fax: (305) 670-0904
Serving: Miami-Dade and Monroe counties

FT LAUDERDALE
512 N.E. 3rd Avenue, 3rd Floor
Fort Lauderdale, FL 33301
Phone: (954) 779-1509 | Fax: (954) 779-1549
Serving: Broward County

PALM BEACH
3222 Commerce Place, Suite #B
West Palm Beach, FL 33407
Phone: (561) 478-6515 | Fax: (561) 687-9318
Serving: Indian River, Martin, Okeechobee, Palm Beach, St. Lucie counties

JACKSONVILLE
5209 San Jose Blvd, Suite 101
Jacksonville, FL 32207
Phone: (904) 731-3752 | Fax: (904) 730-2329
Serving: Baker, Clay, Duval, Flagler, Nassau, St. Johns and Volusia counties

GAINESVILLE
1908 N.W. 13th Street #1
Gainesville, FL 32609
Phone: (352) 378-4324 | Fax: (352) 378-4227
Serving Alachua, Bradford, Citrus, Columbia, Dixie, Gilchrist, Hamilton, Hernando, Lafayette, Lake, Levy, Marion, Putnam, Sumter, Suwannee and Union counties

PENSACOLA
2401 Executive Plaza Road #3A
Pensacola, FL 32504
Phone: (850) 433-1395 | Fax: (800) 563-6021
Serving: Escambia, Santa Rosa, Okaloosa and Walton counties

88 Percent of funds generated go directly to services.

2015-2016
Sponsored by the Epilepsy Foundation of Florida and the Florida Department of Health

EPILEPSY FOUNDATION
Florida

Epilepsy Resource Center

www.facebook.com/EpilepsyFLA
www.twitter.com/EFOF
www.instagram.com/EpilepsyFLA
www.linkedin.com/company/epilepsy-foundation-of-florida
plus.google.com/+EpilepsyflaOrg

1200 NW 78th Avenue, Suite 400, Miami, FL 33126
Phone: (305) 670-4949 • Fax: (305) 670-0904 • www.efof.org

WALK *the* TALK

for Epilepsy

2018

PENSACOLA WALK

SATURDAY 5 / 19 / 2018

BLUE WAHOOS STADIUM

351 W Cedar St., Pensacola, FL 32502

REGISTRATION IS AT 8:00 A.M.
WALK BEGINS AT 9:00 A.M.

EPILEPSY FOUNDATION
Florida

- Kids Zone
- Live DJ
- Emcee Lauren Wolfe of WEAR-TV
- Clayton Feig Youth Award
- Characters
- Raffles & Prizes

Please visit **www.efof.org/walkthetalk** for more information.

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248367569
May 10, 2016 LTR 4168C 0
59-2164525 000000 00
00015991
BODC: TE

EPILEPSY FOUNDATION OF FLORIDA INC
1200 NW 78TH AVE STE 400
DORAL FL 33126

013975

Employer ID Number: 59-2164525
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Apr. 29, 2016, regarding your tax-exempt status.

We issued you a determination letter in March 1972, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
EPILEPSY FOUNDATION OF FLORIDA, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ NON PROFIT

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
7300 NORTH KENDALL DRIVE, SUITE 760

Requester's name and address (optional)

6 City, state, and ZIP code
MIAMI, FL 33156

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
5 9 - 2 1 6 4 5 2 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/26/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012642557C-5	11/30/2013	11/30/2018	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

EPILEPSY FOUNDATION OF FLORIDA INC
1200 NW 78TH AVE STE 400
DORAL FL 33126-1891

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

March 15, 2018

Perdido Bay Youth Sports Association
Attn: Holly Casart
38 South Blue Angel Parkway Box 417, Pensacola FL 32506

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated March 7, 2018.

Dear Holly Casart,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $1000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☑ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: PERDIDO BAY youth SPORTS ASSOCIATION - 12U CUBS DATE 03/07/2018

POINT OF CONTACT STEVEN HITE, DIRECTOR OF BASEBALL PH# (850) 516-6508

EMAIL ADDRESS: noelcasart@gmail.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 03/28/2018 AMOUNT REQUESTED: ~~$ 500~~

CHECK PAYABLE TO: P.B.Y.S.A #1,000.00

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 38 SOUTH BLUE ANGEL PRKWY BOX 417 City PENSACOLA State FL Zip Code 32506

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief HNC (Initial)

NAME OF CERTIFYING OFFICIAL
HOLLY CASART

TITLE OF CERTIFYING OFFICIAL
Ms.

SIGNATURE (Digital)
Holly N Casart Digitally signed by Holly N Casart DN: cn=Holly N Casart, o=Escambia County Sheriff's Office, ou=Finance Department, email=hncasart@escambiaso.com, c=US Date: 2018.03.07 16:20:42 -06'00'

DATE
03/07/2017

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO	Holly Casart	☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED #1,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT David Gilbert Date processed 3/15/18

DAVID MORGAN, SHERIFF

3/15/2018
DATE

1/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

PERDIDO BAY SPORTS ASSOCIATION - 12U CUBS.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

The money will be use to fund a 32"'x 48" sign that will be displayed at the PBYSA park for one season. The sign will promote crime prevention and safe neighborhoods as well as drug abuse awareness and show that law enforcement is supportive of insuring the Perdido area and sports complex is a safe place for children to come and participate in sports.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 06 2001

PERDIDO BAY YOUTH SPORTS
ASSOCIATION
PO BOX 34060
PENSACOLA, FL 32507

Employer Identification Number:
59-3395400
DLN:
17053069778011
Contact Person:
DAVID V SCIAN ID# 31369
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
October 1997
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

PERDIDO BAY YOUTH SPORTS

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Steven T. Miller
Director, Exempt Organizations

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Perdido Bay Youth Sports Association, Inc

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▷

☐ Other (see instructions) ▷

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
PO Box 34060

Requester's name and address (optional)

City, state, and ZIP code
Pensacola, FL 32507

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
59 - 3394400

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | Signature of U.S. person ▷ Rebecca Lucio | Date ▷ 3/2/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012538289C-7	10/31/2016	10/31/2021	501(C)(3) ORGANIZATION

This certifies that

PERDIDO BAY YOUTH SPORTS
ASSOCIATION INC
2020 BAUER RD
PENSACOLA FL 32506-9663

exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

RIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

March 15, 2018

Studer Community Institute
Attn: Nicole Webb Bodie
220 West Garden Street, Suite 100 Pensacola FL 32502

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated March 7, 2018.

Dear Nicole Webb Bodie,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Drug Education, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $10,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☑ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☑ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Studer Communit Institute DATE 3.7.18

POINT OF CONTACT Nicole Webb Bodie PH# 850-748-2027

EMAIL ADDRESS: nwebb@studeri.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 4.20.18 AMOUNT REQUESTED: 10,000

CHECK PAYABLE TO: Studer Community Institute

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 220 West Garden St Ste 100 City Pensacola State FL Zip Code 32502

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief nw (Initial)

NAME OF CERTIFYING OFFICIAL Nicole Webb

TITLE OF CERTIFYING OFFICIAL Director of Business and Community

SIGNATURE (Digital) Nicole Webb

DATE 3.7.18

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO	Holly Casart	☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED #10,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 3/15/18		DAVID MORGAN, SHERIFF 3/13/2018 DATE

1/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

Studer Communit Institute

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

All of the proceeds of Sounds For the City will go to support Studer Community Institute's early learning and parent outreach initiatives.

Brain Bags are early literacy gift bags given to new mothers before they leave the hospital. They include: a storybook, P is For Pelican, the ABCs of Pensacola, which uses landmarks in our community to build letter awareness and encourage family reading; Baby Steps, a baby book that can be personalized to help parents track early brain development milestones in the first three years of life; a toy; and a binder of community resource information and partners to help support parents. It includes library locations, screen time guidelines, Thirty Million Words Initiative teaching points, healthy lifestyle advice for first year of life, and safe sleep information.

The project was launched with a grant from IMPACT 100 Pensacola Bay Area in late 2016. A total of 7,000 Brain Bags have been developed for the project's first year.

The Brain Bags are assembled by Arc Gateway's Pollack Industries. Arc offers life- and work-skills training for adults with developmental disabilities to help them contribute to the community. Assembling, storing and delivering the Brain Bags is now one of their contracted jobs. This year, at least 6,000 Brain Bags are being delivered to Baptist, Sacred Heart and West Florida hospitals to hand out to new mothers.

An additional 1,000 Brain Bags are being distributed through partner agencies in the community who work one-on-one with parents of children ages birth to 3. These partners include: Early Steps (which connects parents of children under 3 with an identified developmental delay to services); Healthy Start Coalition (which uses Escambia County Health Department nurses to do home-visits with at-risk pregnant women and new mothers); Children's Home Society (which offers family counseling and support services for clients referred through the foster care system and which operates counseling to pregnant and new teen mothers who are still in school); Families First Network and Early Childhood Court

Justification cont. –

SCI has formed a partnership with the Area Housing Commission to lead parent groups for residents in eight housing campuses with children under 4. In the housing complexes that Area Housing manages, there are 270 families with children under 4 out of a total of 1,000 families.

These children, when they age up to elementary school, primarily attend C.A. Weis, Global Learning Academy, Warrington and O.J. Semmes elementary schools. These neighborhood schools are traditionally among the lowest graded elementary schools in Escambia County School District, according to state standardized test scores (Florida Standards Assessment).

These weekly, one-hour sessions guide parents through the importance of talking and interacting with their young children. The Moreno Court group began meeting in July; Attucks Court began meeting in August; Oakwood Terrace launched in February 2018. SCI staff is currently recruiting at the remaining complexes, as well as Pensacola Village, to determine the next location to come on line.

SCI also has a partnership with the LENA Research Foundation in Boulder, Colo., to bring research-based parent groups to a Florida community for the first time. The LENA Start program began with two pilot sites in September, with the ability to expand to up to seven additional sites in 2018. LENA Start leads groups of between 10-20 parents through a 13-week curriculum designed to encourage them to talk and interact more with their children under 3.

It uses the LENA recording device to track the number of words parents say to their children. The weekly reports generated from that data give parents direct feedback on how much they talk and interact with their children. The hour-long weekly classes provide support and strategies to boost the number words and interactions parents share with their children doing everyday things.

They say that music is good for the soul. This spring, singer/songwriter Paul Vinson wants to make it good for the brain, too.

The 2018 Sounds For the City benefit concert is quickly coming together and we are excited to be able to partner with Pensacola businesses and organizations to make a difference in our community. The benefit is scheduled for Friday, April 20. Gates open at 5:00 p.m. and the first band hits the stage at 6:30 p.m.

Sounds For The City was created by Vinson to give back to the community that has given him so much. All of the proceeds of Sounds For the City will go to support Studer Community Institute's early learning and parent outreach initiatives.

Joining Paul Vinson in concert will be Ben Loftin and the Family and I'MAGINE.

"Music is a wonderful force for bringing people together. The chance to use music to celebrate one of our community's rising stars — who wants to give back to support our children — is a perfect complement to SCI's mission to improve the quality of life for everyone in the community." said Nicole Webb Bodie, Director of Business and Community Outreach at Studer Community Institute.

As a first-year festival, we are inviting you to join us in building this festival from the ground up. We are looking to align with local and national businesses who want to make a difference in our community.

General admission tickets are $10 per person. The festival includes a Family Village area with yard games, tables to enjoy the diverse food truck selection, face painting, bubbles putt putt golf and more. Pit Passes are available for an up-close and personal experience at $20 per person.

A limited amount of "All-Access Passes" will be available. Pass holders will have access to the inside lobby of the SCI Building, AC, restrooms, elite beverages selection, all you can eat BBQ and dessert. There will be photo opportunities with the bands and the all access area includes a designated side stage viewing area. All Access Passes are $75 for single tickets or $125 for a couple.

Tickets can be purchased here.

SPONSORSHIP PACKAGES

Presenting Sponsor – $10,000

- Naming rights to the festival – "Sounds For the City presented by_____"
- Logo included as a sponsor on website and social media pages
- 4 Social Media Shout outs on SCI's Facebook page with 5500+
- Logo on all print advertisements, which include posters, newspaper ads & news releases.
- Name in sponsorship brochure.
- News Release announcing sponsorship
- Mention in videos and TV commercials
- Logo/Name listed on sponsorship banner(s)
- PA announcement (3) at the event
- Logo included on step and repeat
- Listed in the "thank you" ad post event
- Special recognition at Light Up Learning fundraiser
- Special Reserved table in all access area
- 10 all access passes - Pass holders will have access to the inside lobby of the SCI Building, AC, restrooms, elite beverages selection, all you can eat BBQ and dessert. There will be photo opportunities with the bands and the all access area includes a designated stage viewing area.
- 5 reserved parking spots
- 10 general passes with a special wrist band to pit pass area

Stage Sponsor - $5000

- Logo included on the stage signage
- Logo included as a sponsor on website
- 2 Social Media Shout outs on SCI's Facebook page with 5500+
- Logo on all print advertisements, which include posters, newspaper ads & news releases.
- Name in sponsorship brochure.
- News Release announcing sponsorship
- Logo/Name listed on sponsorship banner(s)
- PA announcement (1) at the event
- Listed in the "thank you" ad post event
- Special recognition at Light Up Learning fundraiser
- 4 all access passes - Pass holders will have access to the inside lobby of the SCI Building, AC, restrooms, elite beverages selection, all you can eat BBQ and dessert. There will be photo opportunities with the bands and the all access area includes a designated stage viewing area.
- 2 reserved parking spots
- 10 general passes with a special wrist band to pit pass area

SPONSORSHIP PACKAGES

All Access Area Sponsor - $2,500

- Company Signage inside all access area
- Logo included as a sponsor on website
- Logo on all print advertisements, which include posters, newspaper ads & news releases.
- Name in sponsorship brochure.
- News Release announcing sponsorship
- Logo/Name listed on sponsorship banner(s)
- Step and Repeat – logo
- Listed in the "thank you" ad post event
- 2 all access passes - Pass holders will have access to the inside lobby of the SCI Building, AC, restrooms, elite beverages selection, all you can eat BBQ and dessert. There will be photo opportunities with the bands and the all access area includes a designated stage viewing area.
- 1 reserved parking spots
- 10 general passes with a special wrist band to pit pass area

Family Zone Sponsor – $2,500

- Company Signage and or booth in the Family Zone Area
- Logo included as a sponsor on website
- Logo on all print advertisements, which include posters, newspaper ads & news releases.
- Name in sponsorship brochure.
- News Release announcing sponsorship
- Logo/Name listed on sponsorship banner(s)
- Listed in the "thank you" ad post event
- 2 all access passes - Pass holders will have access to the inside lobby of the SCI Building, AC, restrooms, elite beverages selection, all you can eat BBQ and dessert. There will be photo opportunities with the bands and the all access area includes a designated stage viewing area.
- 1 reserved parking spot
- 10 general passes with a special wrist band to pit pass area

Sounds For The City Starter Sponsor – $500

- Name included as a sponsor on website
- Name listed on sponsorship banner(s)
- Listed in the "thank you" ad post event
- 2 all access passes - Pass holders will have access to the inside lobby of the SCI Building, AC, restrooms, elite beverages selection, all you can eat BBQ and dessert. There will be photo opportunities with the bands and the all access area includes a designated stage viewing area.
- 4 general passes with a special wrist band to pit pass area

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 25 2016

STUDER COMMUNITY INSTITUTE INC
121 SOUTH PALAFOX PLACE STE B
PENSACOLA, FL 32502

Employer Identification Number:
47-5657008
DLN:
17053095310046
Contact Person:
JOSEPH LAUX ID# 31077
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
November 12, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

STUDER COMMUNITY INSTITUTE INC

Sincerely,

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Studer Community Institute, Inc

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☑ Other (see Instructions) ▶ Not-for-Profit Florida Corporation

Address (number, street, and apt. or suite no.)
220 West Garden St. Ste 100

Requester's name and address (optional)

City, state, and ZIP code
Pensacola, FL 32501

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
4 7 - 5 6 5 7 0 0 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Nicole Webb Date ▶ 12-12-17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

0000026 07/07/16

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8017040221C-0	06/22/2016	06/30/2021	501(C)(3) ORGANIZATION

This certifies that

STUDER COMMUNITY INSTITUTE INC
121 PALAFOX PL STE B
PENSACOLA FL 32502-5635

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

March 19, 2018

Teen Challenge of Florida Inc.
Attn: Chris Joyner
P.O. Box 36480, Pensacola FL 32516

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated March 15, 2018.

Dear Chris Joyner,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Drug Prevention, Drug Education or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $2500. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☑ DRUG PREVENTION ☑ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Teen Challenge of Fla Inc DATE 3/15/18

POINT OF CONTACT Chris Joyner PH# 850-453-4300

EMAIL ADDRESS: Chris.joyner@teenchallenge.cc ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 5/15/18 AMOUNT REQUESTED: $2500.00

CHECK PAYABLE TO: Pensacola Teen Challenge / Teen Challenge of Fla Inc

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street	City	State	Zip Code
PO Box 36480	Pensacola	FL	32516

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief | (Initial)

NAME OF CERTIFYING OFFICIAL Chris Joyner

TITLE OF CERTIFYING OFFICIAL Program Manager

SIGNATURE (Digital) Chris Joyner

DATE 3-15-18

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO	Holly Casart	☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	
SHERIFF		☑	☐	

AMOUNT APPROVED $2,500.00

CFO ASSISTANT

Date processed 3/19/18

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

DAVID MORGAN, SHERIFF

DATE 3/19/2018

ORIGINAL

1 2018

ORGANIZATION/AGENCY NAME:

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Teen Challenge is the oldest and most successful program of its type in the world, founded by David Wilkerson in 1958. Teen Challenge centers are now in 48 states and 91 nations around the world. Pensacola Teen Challenge has separate facilities that serve adult men and women who suffer from life-controlling issues such as alcoholism or drug addiction. We help provide life- transformation through Christ Centered programs as well as drug prevention education. We serve local schools and youth groups through our Stay Sharp Drug Education Program. We are a 1-year residential, faith-based discipleship program serving the Pensacola and many surrounding areas. We are a non-profit 501(c)(3) organization. All contributions made to Teen Challenge for goods or services received are tax deductible.

Internal Revenue Service

Date: May 1, 2007

TEEN CHALLENGE OF FLORIDA INC
24 W 10TH ST
COLUMBUS GA 31901

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Ms. Jackie Johnson 31-07453
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
59-2479228

Dear Sir or Madam:

This is in response to your request of May 1, 2007, regarding your organization's tax-exempt status.

In April 1985 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248225078
Apr. 20, 2017 LTR 4168C 0
59-2479228 000000 00
00018964
BODC: TE

TEEN CHALLENGE OF FLORIDA INC
15 W 10TH ST
COLUMBUS GA 31901-2744

002265

Employer ID Number: 59-2479228
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Apr. 11, 2017, regarding your tax-exempt status.

We issued you a determination letter in April 1985, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Teen Challenge of Florida, Inc.

Business name/disregarded entity name, if different from above
Pensacola Teen Challenge

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☑ Other (see instructions) ▶ Teen Challenge of Florida, Inc.

Address (number, street, and apt. or suite no.)
15 W. 10th Street

Requester's name and address (optional)

City, state, and ZIP code
Columbus, GA 31901

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
5 9 - 2 4 7 9 2 2 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Heather Mata Date ▶ 2/28/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012640325C-4	05/31/2015	05/31/2020	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

TEEN CHALLENGE OF FLORIDA INC
15 W 10TH ST
COLUMBUS GA 31901-2744

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

March 19, 2018

AMIkids Pensacola Inc.
Attn: Jesse Rigby
3685 Muldoon Road, Pensacola FL 32526

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated March 5, 2018.

Dear Jesse Rigby,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Drug Prevention, Drug Education or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $10,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☑ DRUG PREVENTION ☑ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☑ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: AMIkids Pensacola, Inc. DATE 03/05/2018

POINT OF CONTACT Jesse W. Rigby PH# (850) 434-3282

EMAIL ADDRESS: jrigby@clarkpartington.com ☐ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 04/15/2018 AMOUNT REQUESTED: $ 10,000

CHECK PAYABLE TO: AMIkids Pensacola, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 3685 Muldoon Road City Pensacola State FL Zip Code 32526

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief (Initial)

NAME OF CERTIFYING OFFICIAL
Jesse W. Rigby

TITLE OF CERTIFYING OFFICIAL
Chairman, Board of Trustees

SIGNATURE (Digital)
Jesse W. Rigby

DATE
03/05/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO	Holly Casavilla	☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $10,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 3/19/18

DAVID MORGAN, SHERIFF

DATE 3/19/2018

4/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

AMIkids Pensacola, Inc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

AMIkids Pensacola has served troubled youth (coed, 14-18 years old) from Escambia County continually since 1991. The kids are sent to us by the Dept. of Juvenile Justice for periods of 4 to 12 months. All of the youth are on probation, serving court ordered sanctions for typically multiple offenses. We are a day treatment program. We bus the kids to and from our program each day. Our services are provided by the AMIkids nationally recognized Personal Growth Model (PGM). (See www.amikids.org). The PGM emphasizes behavior modification, education and treatment (primarily drug & alcohol abuse, anger management and mental issues). Treatment services are provided by licensed mental health professionals and local care counselors.

We currently serve 36 – 40 youth (DJJ funds 36) on a daily basis. About half are in middle school and come to us after school for behavior modification and treatment services, going home in the early evening. The other half are 16-18 in age and are NOT in school; having left public school for a variety of reasons. These youth are in our privately funded GED program, working toward a high school diploma to be issued by the Florida Secretary of Education. The older youth also participate in our vocational program funded through June 30 by the U. S. Dept. of Labor. These students can earn national scope certificates in Core trades and Carpentry I, administered by NCCER. (See, http://www.nccer.org).

The DOL vocational program is self-supporting (cost reimbursement) but frankly, our DJJ contract is grossly underfunded. We must raise about $110,000 annually from private donations and grants to meet our program needs. Staffing is at the minimum required by our DJJ contract, with no pay raises for the last 3 years. United Way provides $21,000 to pay about half the cost of the GED program.

Our most critical underfunded need is in the student care & incentives category. A major component of this cost is for a full lunch for our older students and for an evening meal for our younger youth who come to us after school. These meals are not funded by the DJJ contract, and we qualify for only a "snack" allowance from the federal school lunch program, as we do not operate a traditional school. We have found that for many of our kids the only good meal they get is at AMIkids Pensacola.

JUSTIFICATION CONT.

The meals make a tremendous difference. Kids do not function well in any environment when hungry. Almost all of our kids come from family living below the poverty level.

Our request is for direct support, but we serve directly the goals of the SLET program. Our success rate is traditionally about 75% (no recidivism during the state observed period following graduation). This is far better than many for profit and state run programs. Our drug & alcohol education, anger management training and mental health counseling, along with the behavior modification skills of our dedicated staff, give our kids the tools they need to lead productive and law-abiding lives in our community. Give me a call and come check us out. $10,000 from the Sheriff Department will make a tremendous difference in the future of the youth we serve at AMIkids Pensacola.

N42179

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

500159110975

08/03/09--01049--021 **43.75

FILED
09 AUG -3 AM 10:45
SECRETARY OF STATE
TALLAHASSEE FLORIDA

8/7/09

AMIkids SM

Separating a troubled past
from a bright future.

AMIkids.org

July 30, 2009

Florida Department of State
Amendment Section
Division of Corporations
PO Box 6327
Tallahassee, FL 32314

Re: Articles of Amendment to Escambia Bay Marine Institute, Inc.
Document No. N42179

To Whom It May Concern:

An original and one copy of the Articles of Amendment are enclosed along with our check in the amount of $43.75. Please note the amended name shall read "AMIkids Pensacola, Inc.". There is NO space between AMI and kids.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Sherri L. LaFerrara

Encl.

5915 Benjamin Center Drive
Tampa, FL 33634

P (813) 887-3300
F (813) 889-8092

ARTICLES OF AMENDMENT TO
THE ARTICLES INCORPORATION OF
ESCAMBIA BAY MARINE INSTITUTE, INC.

Escambia Bay Marine Institute, Inc., adopts these Articles of Amendment to the Articles of Incorporation as follows:

The name of this Corporation shall be AmiKids Pensacola, Inc.

The sole member of the Corporation is Associated Marine Institutes, Inc., which: (1) is entitled to vote on the proposed amendment to the Articles of Incorporation and (2) adopted these Articles of Amendment on the date written below. The number of votes cast for the Amendment was sufficient for approval.

DATED July 21, 2009.

Escambia Bay Marine Institute, Inc.

By: _____

Name: Bernard Williams

As Secretary

FILED
09 AUG -3 AM 10:45
SECRETARY OF STATE
TALLAHASSEE FLORIDA

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

OF

ESCAMBIA BAY MARINE INSTITUTE, INC.

The undersigned incorporator hereby files these Articles of Incorporation of Escambia Bay Marine Institute, Inc., with the Florida Department of State. These Articles shall be effective upon the filing of these Articles with the Florida Department of State. The Corporation shall be a Florida Not-for-Profit Corporation under the laws of the State of Florida, Chapter 617.

ARTICLE I - NAME

The name of this Corporation shall be Escambia Bay Marine Institute, Inc.

ARTICLE II - DURATION

This Corporation shall exist perpetually.

ARTICLE III - PURPOSES, LIMITATIONS AND DISSOLUTION

Section 3.1. Purposes. The Corporation is organized exclusively for charitable and educational purposes, including, without limitation, the following:

a. Rehabilitation of delinquent and dependent youth by providing education, training, discipline and productive work;

b. Conducting education and rehabilitation programs for dependent, delinquent and other problem youth; and

c. Receiving real or personal property, or both, and subject to the restrictions and limitations in these Articles, using and applying the whole or any part of

the income therefrom and the principal thereof exclusively for charitable, religious, scientific, literary or educational purposes either directly or by contributions to organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, or under a corresponding provision of any subsequent Federal Tax Law.

Section 3.2. Other Activities. Subject to the restrictions and limitations in these Articles, the Corporation may engage in all lawful activities that are necessary or desirable to advance the purposes described in this Article and may cooperate with other individuals, organizations, institutions, foundations and agencies having similar purposes.

Section 3.3. Powers and Limitations on Activities. The Corporation shall have all the powers of a not-for-profit corporation under Florida law except that it shall not, principally for financial gain, undertake any project of a type commonly performed by profit-making enterprises. It may undertake an activity for financial gain only if and to the extent the activity will promote the Corporation's primary purposes of education, rehabilitation and research. In order to ensure that activities are not undertaken unless they meet this standard, the Corporation shall, in selecting new projects, conform to the selection and evaluation policies or procedures recommended or adopted by the Board of Trustees of Associated Marine Institutes, Inc. (**"AMI"**).

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Article III. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate

in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, however, the Corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or (b) by a corporation, described in Sections 170(c), 170(b)(1)(A), 2055(a) and 2522(a) of the Internal Revenue Code of 1986 or the corresponding provision of any future Federal Tax Law. Any references to the Internal Revenue Code and provisions thereof shall include successor provisions of any future corresponding Federal Tax Law.

Section 3.4. Dissolution. Upon the dissolution of the Corporation, the Board of Trustees shall pay all liabilities of the Corporation and shall distribute the remaining assets to one of the following entities as determined by the Board: (a) AMI or (b) the Associated Marine Institutes Foundation, Inc. (the **"AMI Foundation"**) if the AMI Foundation is then qualified as an exempt organization under Section 501(c)(3) of the Internal Revenue Code and is then described in Section 170(c), 170(b)(1)(A), 2055(a) and 2522(a) of the Internal Revenue Code. If the AMI Foundation is not then so qualified and described, then the Board of Trustees shall distribute the remaining assets to AMI, if it is still in existence, or to any entity designated by the Board of Trustees that is then qualified as an exempt organization under Section 501(c)(3) of the Internal Revenue Code and is then described in Section 170(c), 170(b)(1)(A), 2055(a) and 2522(a) of the Internal Revenue Code, and which provides services in Escambia County, Florida, with at least fifty (50) percent of the remaining assets to be distributed to AMI.

ARTICLE IV – NON-STOCK CORPORATION AND MEMBERS

This Corporation is organized under a non-stock basis. The Corporation shall have one class of membership, and have one member initially which shall be AMI. The member(s) shall have the authority to appoint additional members. If there is more than one member, then each member shall have one vote, a quorum shall consist of all members, and the vote of the majority of members shall constitute the act of the members. The membership shall not be transferable. As used in these Articles, the term "Member" shall mean, collectively, AMI and additional members, if any, appointed by AMI.

ARTICLE V - MANAGEMENT OF AFFAIRS-BOARD OF TRUSTEES

Section 5.1. General. The affairs of the Corporation shall be managed by a Board of Trustees, consisting of not less than three (3) persons having the right to vote, including the Chairman of the Board and at least two (2) other persons elected by the Board and confirmed by the Member in accordance with Section 5.3 below. Subject to the Member's confirmation as set forth in Section 5.3 below, the Board may authorize and elect more than three (3) Trustees. The Board may fill vacancies on the Board, subject to confirmation by the Member, at any special meeting called for that purpose. The Member may fill any vacancy that would cause the number of persons on the Board to fall below three (3). The Directors shall take office when confirmed by the Member. The Executive Director shall be a non-voting member of the Board.

Section 5.2. Election of Directors. The Trustees shall be elected by the Board at the annual meeting or at any special meeting of the Board. At least thirty (30) days prior to the election, the Nominating Committee shall submit a slate of one nominee for

each Trustee position to be elected. The Board may also accept: (a) nominations from the Member at or in advance of the election, and (b) nominations from the floor by a Director. The Member, acting through its Board of Trustees, shall have the authority to remove any or all of the Trustees, with or without cause, and to appoint their successors, but except in emergency circumstances as determined by the Member, only after consultation with the EBMI Board. The Member may authorize the Board to remove a Trustee as set forth in the Bylaws.

Section 5.3. Confirmation by Member. Within ten (10) days after any vote or election by the Board which requires confirmation by the Member, the Board shall submit to the Member a written request specifying the matter for which the Member's approval is requested. If it approves the matter, the Member shall provide to the Board written confirmation of such.

Section 5.4. Voting. A quorum of the Board shall consist of one-third of the number of voting Trustees then serving under Section 5.1. The affirmative vote of a majority of the Trustees present shall constitute the act of the Board unless otherwise required by the Articles of Incorporation or Bylaws.

Section 5.5 The names and addresses of the persons who are to serve on the Board until their successors are elected, are:

Name	Address
William Baxter	3350 Chantarene Drive, Pensacola, FL 32507
Marvin Beasley	PO Box 12646, Pensacola, FL 32574
Randy Blake	6225 San Monica, Pensacola, FL 32504
Richard Bruhn	100 Bunkers Cove Rd., Panama City, FL 32401
Marty Donovan	223 East Government St., Pensacola, FL 32501
Rodger Doyle	125 Bayshore Dr., Pensacola, FL 32501
Earl Evans	1000 College Blvd., Pensacola FL 32504
Mike Hill	611 New Warrington Rd., Penscaola, FL 32506

Edward Nickinson	2251 North Palafox St., Pensacola, FL 32501
Jesse Rigby	PO Box 13010, Pensacola, FL 32591
Sharon Silk	10151 Sinton Dr., Pensacola, FL 32507
O.B. Stander	5915 Benjamin Center Dr., Tampa FL 33634
Charles Switzer	PO Box 1313, Pensacola, FL 32596
Kenneth Williams	190 Governmental Center, Pensacola FL 32501
Larry Woodruff	5131 North Palafox St., Pensacola FL 32505

ARTICLE VI -COMMITTEES

Section 6.1 Executive Committee. The Board of Trustees shall have an Executive Committee which shall consist of the Chairman of the Board and at least two (2) Board members who shall be elected by the Board and who shall serve at the pleasure of the Board as provided in the Bylaws. The Executive Committee shall have and may exercise all the powers of the Board between meetings of the Board, except as otherwise provided by Florida law or the Bylaws.

Section 6.2 Other Committees. The Board shall designate a Nominating Committee and may designate other committees as provided in the Bylaws or by resolution. Each committee must have two (2) or more members to serve at the pleasure of the Board. Each such committee shall exercise those powers designated in the Bylaws or in the resolution forming the committee.

ARTICLE VII - OFFICERS

The Corporation shall have an Executive Director who shall be the chief executive officer of the Corporation. The Member shall have the authority to appoint and remove the Executive Director. Except in emergency situations, the Member shall consult with and seek the advice of the Board of Trustees.

The remaining officers of the Corporation shall be a Chairman of the Board and such other officers as set forth in the Bylaws of the Corporation. The election of officers;

their terms of office; the persons who may serve in an office; and their duties and responsibilities shall be controlled by the Bylaws.

The officers who will serve until their successors are elected are:

Name	Position	Address
Jesse Rigby	Chairman	10622 Lillian Highway, Pensacola, FL 32506
Earl Evans	President	1000 College Blvd., Pensacola FL 32504
Mike Hill	Vice-Pres	611 New Warrington Rd., Pensacola, FL 32506
Marvin Beasley	Vice-Pres	PO Box 12646, Pensacola, FL 32574

ARTICLE VIII – AMENDMENTS TO ARTICLES OF INCORPORATION

The Articles of Incorporation may be amended or rescinded by approval of the Member. The Board of Trustees may propose amendments to these Articles of Incorporation if approved by a two-thirds vote of the Trustees present and voting at any annual meeting or special meeting called for that purpose.

ARTICLE IX - AMENDMENTS TO BYLAWS

The Bylaws may be amended at any time by the Board of Trustees, provided the amendment: (a) has first been submitted to and approved in writing by the Member, in which case the Bylaw amendment shall be effective upon its adoption by the Board (unless a later date is specified in the amendment), or (b) is approved by the Member following the Board's vote, in which case the Bylaw amendment shall be effective on the date of the Member's approval (unless a later date is specified in the amendment). Amendments to the Bylaws shall be made by a majority vote of the Trustees present at any special meeting of the Board. If the Board adopts a Bylaw amendment that has not been approved in advance by the Member, then within ten (10) days after such vote the Board shall submit to the Member a written request for the Member's approval of that amendment. If the Member approves the amendment, the Member shall provide to the

Board written confirmation of such approval. Promptly after the Bylaws are adopted or amended, the Secretary shall furnish a certified copy of the amended bylaws to the Member.

ARTICLE X - PRINCIPAL OFFICE

The principal office and mailing address of the Corporation shall be 10605 Gulf Beach Highway, Pensacola, Florida, 32507.

ARTICLE XI - REGISTERED AGENT AND OFFICE

The name and street address of the registered agent and office of the Corporation are:

Name	**Address**
David Hull	Smith, Hulsey and Busey 225 Water Street, Ste. 1800 Jacksonville, FL 32202

ARTICLE XII – REPORTS

The Board shall submit to the Member written financial statements and reports detailing the Corporation's operations and any other matter requested by the Member. The reports shall be submitted annually within ninety (90) calendar days after the end of the Corporation's fiscal year or more frequently as the Member may request.

ARTICLE XIII – ACTIONS REQUIRING MEMBERS' CONSENT

The Corporation may not take the following action without the advance written consent of the Member:

A. the addition of additional members of the Corporation;

B. the opening or closing of any of the Corporation's offices;

C. the mortgage or pledge, o r creation of a security interest in, or conveyance of title to any real property of the Corporation, or the mortgage or pledge, or creation of a security interest in, or conveyance of title to any personal property of the Corporation if the value of the personal property, mortgage, pledge or security interest created exceeds fifty thousand dollars ($50,000).

D. the sale of all or substantially all of the assets of the Corporation or merger or acquisition of any other entity;

E. except as otherwise directed in advance and in writing by the Member, the execution of any contract having a term greater than three (3) months through which management, financial, administrative, or fund-raising services will be provided to the Corporation;

F. the termination of the activities or dissolution of the Corporation; and

G. the appointment of a receiver for the Corporation, commencement of bankruptcy proceedings for the Corporation, any general assignment by the Corporation for the benefit of its creditors, or the like.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on January 10, 2003.

Jesse W. Rigby

Name: Jesse W. Rigby
As Its: Chairman

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077556534
Mar. 25, 2011 LTR 4167C 0
23-7440836 000000 00
00030350
BODC: TE

AMIKIDS INC
5915 BENJAMIN CENTER DR
TAMPA FL 33634-5239

008643

Employer Identification Number: 23-7440836
Group Exemption Number: 8529
Person to Contact: SHARON LENARD
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 11, 2010, request for information about your tax-exempt status.

Our records indicate that you were issued a determination letter in September 1983, and that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on the information supplied, we recognized the subordinates named on the list you submitted as exempt from Federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106 and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Cindy Thomas

Cindy Thomas
Manager, EO Determinations

Exhibit 11

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

AMIkids Pensacola, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3685 Muldoon Road

6 City, state, and ZIP code

Pensacola, FL 32526

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	3	0	5	1	9	4	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 3/1/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

0000010 04/06/16

FLORIDA

Consumer's Certificate of Exemption

DR-14
R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8012588456C-0	04/30/2016	04/30/2021	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

AMIKIDS PENSACOLA INC
3685 MULDOON RD
PENSACOLA FL 32526-2553

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13913 **County Administrator's Report 10. 5.**
BCC Regular Meeting **Discussion**
Meeting Date: 04/05/2018
Issue: Blue Jacket Jamboree
From: Steven Barry, District 5 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Funding Request from the Northview High School Future Farmers of America - Commissioner Steven Barry, District 5

That the Board approve the request from the Northview High School Future Farmers of America (FFA) for $2,500, to be funded from the 4th Cent Tourist Development Tax, for the Blue Jacket Jamboree. Upon Board approval, the County Administrator's Office will issue a payment request.

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

BACKGROUND:

Northview FFA is requesting funding for the Blue Jacket Jamboree, which was held March 24 for surrounding communities to help students obtain scholarships and transportation funding for state and national conventions. This event has brought in upwards of 500 citizens and partners with local vendors and businesses and continues to grow every year.

BUDGETARY IMPACT:

The Board placed $250,000 in the 4th Cent Tourist Development Tax reserves. These funds are from the remaining District V allocated portion.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will issue a payment request.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13915 **County Administrator's Report 10. 6.**
BCC Regular Meeting **Discussion**
Meeting Date: 04/05/2018
Issue: Barrineau Park Festival
From: Steven Barry, District 5 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Funding Request from the Barrineau Park Historical Society - Commissioner Steven Barry, District 5

That the Board approve the Barrineau Park Historical Society's request for $3,000, to be funding from the 4th Cent Tourist Development Tax, for the Barrineau Park Festival. Upon Board approval, the County Administrator's Office will issue a payment request.

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

BACKGROUND:

The Barrineau Park Historical Society has been in existence since 1994 and will be putting on a festival in May 2018 for surrounding communities, bringing in approximately 400 citizens to the area. The Historical Society supports education by partnering with Northview and Molino Park, offering scholarships, supplies and other educational activities.

BUDGETARY IMPACT:

The Board placed $250,000 in the 4th Cent Tourist Development Tax reserves. These funds were to be allocated by the Board for events and other tourist promotion activities and will be from the remaining District 5 allocation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will issue a payment request.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13934 **County Administrator's Report 10. 7.**
BCC Regular Meeting **Discussion**
Meeting Date: 04/05/2018
Issue: Funding Request from Pensacola Futbol Club, Inc., d/b/a Gulf Coast Texans
From: Steven Barry, District 5 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Funding Request from the Pensacola Futbol Club, Inc., d/b/a Gulf Coast Texans, for the Florida State Cup Soccer Tournament - Commissioner Steven Barry, District 5

That the Board consider and approve the request from the Pensacola Futbol Club, Inc., d/b/a Gulf Coast Texans, for the Florida State Cup State Cup Soccer Tournament, in the amount of $2,500, to be funded from Commissioner Barry's discretionary money. Upon Board approval, the County Administrator's Office will issue a payment request.

[Funding: Fund 001, General Fund Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

BACKGROUND:

The Florida State Cup is the first leg of the U.S. Youth Championship Series and is the highest premiere soccer competion in the State of Florida. The Florida State Cup will commence on May 5, 2018, at Ashton Brosnaham Park. It will bring 80 teams from all regions of Florida.

BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2017-2018 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will issue a payment request.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13871 **County Attorney's Report 10. 1.**
BCC Regular Meeting **Action**
Meeting Date: 04/05/2018
Issue: Schedule a Public Hearing to Consider Adoption of a New Natural Gas Franchise Ordinance for the Town of Century, Florida
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing on Tuesday, April 17, 2018, at 5:31 p.m., to Consider Adoption of a New Natural Gas Franchise Ordinance for the Town of Century, Florida.

That the Board authorize scheduling a Public Hearing on Tuesday, April 17, 2018, at 5:31 p.m. to consider adoption of a new natural gas franchise ordinance for the Town of Century, Florida.

BACKGROUND:

In 1968, the Escambia County Board of County Commissioners granted the Town of Century (then known as the Town of South Flomaton) a franchise to provide natural gas services to citizens located within a limited portion of the unincorporated area located in northern Escambia County. The present franchise expires this year. The Town is requesting the Board adopt a new franchise ordinance that provides the Town with the same rights and responsibilities, as other County franchises, including payment of franchise fees. This new franchise would not extend beyond the franchise area previously designated in the 1968 franchise agreement.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This proposed ordinance was reviewed by County Attorney, Alison Rogers and will be advertised in the *Pensacola News Journal* on Saturday, April 7, 2018.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Draft Ordinance

1968 Century Resolution (aka South Flomaton)

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, GRANTING UNTO THE TOWN OF CENTURY, FLORIDA, AN EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE A NATURAL GAS DISTRIBUTION SYSTEM IN THAT PORTION OF ESCAMBIA COUNTY, FLORIDA, FOR WHICH A FRANCHISE WAS PREVIOUSLY GRANTED IN 1968 TO THE TOWN OF CENTURY; ESTABLISHING A FRANCHISE FEE; REQUIRING INDEMNIFICATION; GRANTING ACCESS TO ESCAMBIA COUNTY RIGHTS-OF-WAY; PROVIDING FOR MODIFICATION AND TERMINATION; IDENTIFYING CONSIDERATIONS; REQUIRING ACCEPTANCE BY THE TOWN OF CENTURY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners has the home rule power and authority to grant franchises for the construction, operation, and maintenance of utilities, including natural gas utility services, in the unincorporated areas of Escambia County; and

WHEREAS, the Board of County Commissioners deems it of paramount importance to insure the availability of natural gas utility services to certain portions of the unincorporated area of northern Escambia County; and

WHEREAS, in 1968, the Board of Commissioners adopted a resolution conferring unto the Town of Century a franchise to provide natural gas utility services to certain areas in northern Escambia County; (hereinafter the “Franchise Territory,” as more particularly described in the attached Exhibit “A”); and

WHEREAS, the Board of County Commissioners finds that the Town of Century, Florida, has the present ability to immediately provide natural gas utility services to the Franchise Territory; and

WHEREAS, the Board of County Commissioners is aware that numerous residents and businesses in the Franchise Territory currently desire to be provided or continue to be provided with natural gas utility service and have requested that the Board grant such permission, authority, and franchise unto the Town of Century as appropriate to allow it to provide such utility services; and

WHEREAS, the Board of County Commissioners finds that not only is the Town of Century presently qualified and immediately able to provide such natural gas utility services, but that it also is currently providing natural gas utility service to large portions of

the Franchise Territory and desires to expand its operations to serve additional portions, if not the entirety, of the Franchise Territory; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of Escambia County and its residents and inhabitants to adopt this Ordinance awarding a franchise to and in favor of the Town of Century; and

WHEREAS, the Escambia County Board of County Commissioners accordingly shall award an exclusive franchise to the Town of Century, Florida, for the construction, maintenance, and operation of a natural gas utility system, and to provide natural gas utility services, at, to, and on the Franchise Territory, all subject to the terms and conditions more particularly set forth herein; and

WHEREAS, the Escambia County Board of County Commissioners finds that this Ordinance advances and promotes the public health, safety, and welfare of the inhabitants and the general public, and is in the best interests, of Escambia County.

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Legislative Findings. The aforementioned recitals are hereby incorporated into this Ordinance as legislative findings rendered by the Escambia County Board of County Commissioners in support of this Ordinance.

Section 2. Grant of Franchise for Natural Gas Services At, On, and To the Franchise Territory. Escambia County, Florida, a political subdivision of the State of Florida ("Grantor"), does hereby grant unto the Town of Century, a Florida municipal corporation, its successors and assigns ("Grantee"), the exclusive (as far as the law permits) right, privilege, license, permit, franchise, and easement to erect, install, extend, maintain, and operate a system of works, pipes, pipelines, and all necessary apparatuses, machinery, structures, and appurtenances, in, on, and under the streets, alleys, avenues, bridges, easements, and other public ways and properties for the purposes of transporting, distributing, and selling natural gas and providing natural gas utility services to Grantor, its inhabitants and the public generally for domestic, commercial, and industrial uses and for any and all other purposes for which gas, during the period of this grant, may be used, together with the right to enter upon all public streets and ways and properties of said Grantor for the purpose of installing, removing, repairing, relocating, constructing, maintaining, operating, etc., said facilities and equipment, including the operation, distribution, transmission, and maintenance of a natural gas utility system and providing natural gas utility services, and doing all other acts authorized hereby.

For purposes hereof, the geographic area for which this franchise applies (the "Franchise Territory") shall be the unincorporated area of Escambia County, Florida, described in Exhibit “A” to this Ordinance, together with all appurtenances thereto (e.g.,

rights to use easements and proprietary rights applicable to rights-of way and bridges thereto and therefrom) and the Franchise Territory shall not include or apply to any other area of Escambia County.

Section 3. Term. This franchise, including all rights, privileges, authorities, licenses, permissions, and easements accompanying the same and being granted hereby, is hereby granted and shall continue in full force and effect for a term continuing until March 1, 2048, and pursuant thereto, the Grantee shall operate and conduct the natural gas utility system in the Franchise Territory in such manner as the Grantee, in its sole discretion, shall determine from time to time without regulation by Grantor. The Grantee shall also have the option of extending this franchise term for an additional fifty (50) years, which extension shall be deemed automatic unless the Grantee advises the Grantor in writing, on or before March 1, 2047, of its intention to terminate its rights under this franchise.

Section 4. Franchise Fee. Grantor does hereby impose, levy, and assess a franchise fee to be collected by Grantee equal to five percent (5%) of Grantee's gross revenues collected monthly from gas sold to its customers located within the Franchise Territory. The franchise fee shall be remitted by Grantee to Grantor monthly, in arrears, for gas delivered on or after the effective date of this Ordinance. Such remittance shall occur within thirty (30) days after the first day of the month for franchise fees collected during the preceding month.

Section 5. Indemnification. Grantor hereby agrees to indemnify and hold harmless Grantee, its officers, agents, and employees, from any liability, loss, or damage which they may suffer as a result of any claims, demands, costs, or judgments against them, whether arising out of legal, equitable, or administrative proceedings as a result of Grantee's collection of the franchise fees mandated by this Ordinance. Grantor further agrees to provide a legal defense for Grantee, its officers, agents, and employees, and defend them with respect to their collection of the franchise fees, including, but not limited to, the remittance of any franchise fees to Grantor.

Grantor shall not be liable or responsible for any accident or damage that may occur in the construction, operation, or maintenance by Grantee of its facilities or apparatus hereunder and the acceptance of this Ordinance shall be deemed an agreement, to the extent permitted by law, on the part of Grantee to indemnify Grantor and hold it harmless against any and all liability, loss, cost, damage, or expense which may accrue to Grantor arising out of Grantee's construction, operation, or maintenance of its facilities hereunder.

Section 6. Access Over Escambia County Rights-of-Way; Location of Grantee's Facilities. Grantee's facilities for the provision of natural gas services shall be located or relocated and so erected as to interfere as little as possible with traffic over Grantor's rights-of-way, including streets, alleys, bridges, and public places within the Franchise Territory, and with reasonable egress from and ingress to abutting property.

DRAFT

Grantee further agrees that it will not create any obstructions or conditions in the exercise of this franchise that is or may become dangerous to the traveling public.

Grantee shall repair any damage or injury to the road or highway by reason of the exercise of the privileges granted by this franchise and shall repair any road, highway, easement, or other right-of-way promptly, restoring such road, highway, easement, or other right-of-way to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury.

The location or relocation of all facilities shall be made under the supervision and with the approval of such representatives as the governing body for Grantor may designate for the purpose, but not so as to unreasonably interfere with the proper operation of the Grantee's facilities and service. When any portion of a right-of-way is excavated by Grantee for the purpose of locating, relocating, repairing, or removing any of its facilities, including, but not limited to, any system of works, pipes, pipelines, and all necessary apparatus, machinery, structures, and appurtenances, Grantee shall, at its expense, replace the portion of the excavated right-of-way within a reasonable time and as soon practicable after such excavation.

Nothing herein shall be construed to make Grantor liable to Grantee for any cost or expense in connection with the construction, reconstruction, repair, or relocation of Grantee's works, pipes, pipelines, and any and all necessary apparatus, machinery, structures, and appurtenances thereto made necessary in Grantor's rights-of-way by the widening, grading, paving, or otherwise improving by Grantor of any of the present and future rights-of-way used or occupied by Grantee, except, however, Grantee shall be entitled to reimbursement of its costs as may be provided by law.

For purposes of this Ordinance, Grantor's rights-of-way include any present and future streets, avenues, alleys, highways, bridges, easements, and other public places and property located within the Franchise Territory.

Section 7. Modification and Termination of Franchise.

A. *Modification of Franchise*. This franchise may be amended or modified by written agreement of the parties hereto. Any written agreement to amend or modify this franchise must be adopted by majority vote of the governing bodies for Grantor and Grantee.

B. *Termination of Franchise*. Failure by the Grantee to comply in any substantial respect with any of the provisions, terms, or requirements of this Ordinance shall be grounds for forfeiture of this franchise, but no such forfeiture shall take effect if the reasonableness and propriety thereof is timely protested and satisfactorily addressed or until a court of competent jurisdiction shall have found that the Grantee has failed to comply in any substantial respect with any of the provisions, terms, or requirements of this

Ordinance. Both the Grantor and the Grantee reserve the right of appeal of such court findings. The Grantee shall have six (6) months after the final determination of the question to make restitution or make good the default or failure before forfeiture may result. The Grantor, in its discretion, may grant additional time to the Grantee for restitution and compliance as may be appropriate under the circumstances.

Section 8. Modification of Franchise Fees. The franchise fees provided for in Section 4, above, may be periodically reviewed and changed by a reasonable amount provided that, if there are other utility companies with current franchises from the Grantor, such review shall not occur at intervals any more frequent than undertaken for such other utility companies franchised by Grantor. Grantor shall give written notice to Grantee of its intention to consider changing the franchise fee, whereupon Grantor and Grantee shall commence negotiations to agree upon a reasonable fee.

Grantor further agrees that if during the term of this franchise, the Grantor enters into a franchise with any other utility or utility company which provides for payments of franchise fees at a lower percentage rate (or, if not expressed by a percentage rate, effectively a lower percentage rate) than the rate provided for herein, then the Grantor agrees, upon request of the Grantee, to amend this franchise to provide for payments of franchise fees at the lower percentage rate, and such amended franchise shall also include benefits to Grantee at least equal to those provided by Grantor's franchise agreement or agreements with such other utilities.

The obligation to pay such franchise fee shall be independent of any other entity's payment of franchise fees or obligation to pay such fees, except that the Grantee shall not be obligated to pay a franchise fee to the Grantor during any period within which Gulf Power Company, or its successors or assigns, does not pay a franchise fee to the Grantor. The Grantee's obligation to pay a franchise fee is concurrent with that of Gulf Power, or its successors or assigns, and that in the event Gulf Power, or its successors or assigns, stops paying a franchise fee and later resumes payment, the Grantee will likewise resume payment concurrently with Gulf Power, or its successors or assigns, upon the same terms set out in this Ordinance. Upon expiration or termination of this Ordinance, each party's legal position and status shall be as if this Ordinance had never been adopted.

Section 9. 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 effect the validity of the remaining portions of this Ordinance.

Section 10. Consideration. Consideration for the grant of this franchise are the mutual covenants, conditions, and privileges provided herein, including, but not limited to, Grantor's authorization of Grantee's access to Grantor's rights-of-way within the Franchise Territory and expenditures made by Grantee in reliance thereupon, Grantee's collection

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and remittance of franchise fees to Grantor, and the benefits to be enjoyed by the residents and inhabitants of, and visitors to, the Franchise Territory.

Section 11. Acceptance by Grantee. As a condition precedent to this Ordinance taking effect, Grantee shall file its acceptance hereof with the Escambia County Clerk of the Court within sixty (60) days after acceptance of this franchise by majority vote of the governing body of Grantee and filing with the Department of State as required by law, and thereupon this Ordinance shall take effect upon receipt of official acknowledgment that this Ordinance has been filed with that office. This Ordinance and Grantee's acceptance of it shall be filed as an interlocal agreement with the Escambia County Clerk of Court.

NOW AND ENACTED this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY:_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By:_____
Deputy Clerk

(SEAL)

ENACTED: _____

FILED WITH DEPARTMENT OF STATE: _____

EFFECTIVE:

DRAFT

EXHIBIT "A"

FRANCHISE TERRITORY

The unincorporated area of the following portion of northern Escambia County, Florida:

Begin at a point, where the Escambia/Conecuh River intersects with the Alabama-Florida State line and go west along the Alabama-Florida State line to the Northeast corner of Section 34, Township 6 North, Range 33 West. Thence go South along the East line of Section 34, Township 6 North, Range 33 West and continue South along the East line of Sections 3, 10, 15, 22, 27, and 34, Township 5 North, Range 33 West, continuing further South along the East lines of Sections 3, 10, 15, 22 and 27, Township 4 North, Range 33 West, to the Southeast corner of Section 27, Township 4 North, Range 33 West. From this point go East along the South lines of Sections 26 and 25, Township 4 North, Range 33 West, continuing East along the South lines of Sections 30, 29, 28, 39, 27, 26 and 25, Township 4 North, Range 32 West, continuing further East along the South lines of Sections 30, 29, 28, 27 and 38 to the West bank of the Escambia River. Thence go Northerly along said West bank of said Escambia River to a point where said Escambia River intersects with the Alabama-Florida State line, which is the point of beginning.

South Flomaton Gas

A RESOLUTION GRANTING TO THE TOWN OF SOUTH FLOMATON, A FLORIDA CORPORATION, A LICENSE, PERMIT AND EASEMENT FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, OPERATION AND REMOVAL OF PIPE LINES AND OTHER FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF NATURAL GAS UNDER, ON, OVER, ACROSS AND ALONG CERTAIN COUNTY HIGHWAYS, PUBLIC ROADS AND STREETS, AND THE SERVICING OF ITS CUSTOMERS AND PROVIDING THE TERMS AND CONDITIONS THEREOF.

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

Section 1. That the Board of County Commissioners does hereby grant to the Town of South Flomaton, a Florida corporation, the right, privilege, authority, license, permit and easement to retail natural gas and service to its customers and to maintain, repair, operate and remove meters, regulators, pipelines and other facilities for the transmission, distribution, and service of gas under, on, over, across and along the County highways, public roads and streets now or hereafter situated in the following described area in Escambia County, Florida, to-wit:

> Begin at a point where the Escambia/Conecuh River intersects with the Alabama-Florida State line and go west along the Alabama-Florida State line to the Northeast corner of Section 34, Township 6 North, Range 33 West. Thence go South along the East line of Section 34, Township 6 North, Range 33 West and continue South along the East line of Sections 3, 10, 15, 22, 27, and 34, Township 5 North, Range 33 West, continuing further South along the East lines of Sections 3, 10, 15, 22 and 27, Township 4 North, Range 33 West, to the Southeast corner of Section 27, Township 4 North, Range 33 West. From this point go East along the South lines of Sections 26 and 25, Township 4 North, Range 33 West, continuing East along the South lines of Sections 30, 29, 28, 39, 27, 26 and 25, Township 4 North, Range 32 West, continuing further East along the South lines of Sections 30, 29, 28, 27 and 38 to the West bank of the Escambia River. Thence go Northerly along said West bank of said Escambia River to a point where said Escambia River intersects with the Alabama-Florida State line, which is the point of beginning.

Section 2. That the County of Escambia does hereby grant to the Town of South Flomaton the right, privilege, authority, license, permit and easement at any time and from time to time during the period covered by this license, permit and easement and without any requirement as to permit or fee therefor, to construct, and extend its meters, regulators, mains, pipes and conduits under, on, over across and along the aforesaid County highways, public roads, streets and places in said County for the purpose of servicing, constructing, maintaining, repairing, operating, removing, improving, enlarging and extending a system or systems for the transmission and distribution of gas.

Section 3. That as a part of the consideration of this action on the part of the Board of County Commissioners, the Town of South Flomaton agrees to and there is excepted herefrom any industry or commercial enterprise now or hereafter making direct contract with the producer of gas.

Section 4. The privileges and rights hereby granted shall in no wise limit, restrict or prevent the direct servicing of any industrial, processing or manufacturing plant by any company now or hereafter distributing and selling natural gas provided such plants now have or hereafter shall have fuel, manufacturing or processing requirements which will permit the utilization of 100.000 cubic feet of gas in a 24-hour period, nor shall this permit impose upon the operator of any such plant any obligation to receive service or gas from the grantee hereunder, and any company willing to serve any such plant may service such plant with natural gas and sell the same pursuant to direct or contract agreement with the operator of such plant notwithstanding the grant of this permit. This privilege and right shal not limit or restrict any person now or hereafter owning or occupying ar premises now served with natural gas or now having such service availabl from receiving service and purchasing natural gas from any person, firm or corporation, now or hereafter willing to service and sell such gas t said owner or occupant, provided, however, if such owner or occupant shall hereafter request service and purchase natural gas from grantee hereunder, then the provisions of this instrument thereafter shall apply to such owner, occupant, and the land involved, and the above rights specifically preserved to any such owner or occupant shall cease and terminate.

Section 5. That the Town of South Flomaton shall, and by accepting this license, permit and easement, agrees that it will, to-wit:

(a) Hold the Board of County Commissioners and members thereof harmless from the payment of any compensation or damages resulting from the exercise of the privileges granted hereby, and will post a performance bond to the county for $25,000.00 upon demand.

(b) Repair any damage or injury to the road or highway by reason of the exercise of the privileges hereby granted and repair said road or highway promptly, restoring the same to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury. The grantee shall, prior to cutting through pavement on a County owned right of way, be required to obtain a permit from the County Engineer's Office and thereafter grantee will be required to patch the said paving in the following manner:

(1) The ditch or cut is to be backfilled and compacted with the natural material to a depth of eight (8") inches below finished grade;

(2) There will then be built on the fill a non-reinforced concrete slab of six (6") inch thickness extended for the entire length and width of the cut and constructed of 2500 p.s.i. concrete;

(3) Upon the concrete slab there will be placed not more than two (2") inch thickness of "Amiesite" or a similar asphaltic patching material.

(c) Prevent the creation of any obstructions or conditions in the exercise of this permit, license, privilege and easement hereby granted which are or may become dangerous to the traveling public.

Section 6. That the rights, privileges, authorities, licenses, permits and easement hereby granted shall continue in force and effect for a term of fifty (50) years.

Section 7. The county hereby covenants and agrees not to grant any similar license, permit, privilege and/or easement during the term of the rights hereby granted, insofar as a license, permit or easement now is or may hereafter be authorized or permitted by law, except in event the Town of South Flomaton defaults in the performance clause hereinafter set out.

Section 8. In the event any road, highway, street, alley, or right of way over, or upon which such license or easement is granted, shall be legally closed, abandoned, vacated or discontinued, the Board of County Commissioners of Escambia County, Florida, may terminate such easement or license as to such road, highway, street, right of way, or alley, as is closed, abandoned, vacated, or discontinued.

Section 9. Whenever necessary for the construction, repair, improvement, alteration or relocation of all, or any portion of said highway as determined by the County Engineer, any or all of said pipes or other facilities and appurtenances authorized hereunder, shall be immediately removed from said highway, or reset or relocated thereon as required by the County Engineer, and at the expense of the holder. Upon the failure, neglect or refusal of the holder to immediately do and perform any change, removal, resetting or relocating of any pipes or other facilities, or any repairs or reconstruction of said highway herein required of the holder, the County may undertake and perform such requirement and the cost and expense thereof shall be immediately repaid to the County by the holder.

Section 10. Grantee shall furnish to the Office of the County Engineer as built plans showing location of all lines and appurtenances on County right of way.

Section 11. That performance shall be the essence of this agreement and in the event of the failure of the Town of South Flomaton to begin its operation within a reasonable time in any area of the County covered by this agreement, then the County shall be authorized and empowered to declare this agreement cancelled as to such area upon notice in writing to the Town of South Flomaton to perform within ninety (90) days of said notice or the agreement will be vitiated as to such area. A five (5) year period shall be considered non performance as to any area unless a good cause is shown by the Town of South Flomaton.

Section 12. The provisions of this resolution are intended to be severable and if one or more thereof shall be held invalid for any reason, the rest shall nevertheless stand and be fully effective, however, this agreement shall not be transferable or assignable without written consent of the Board of County Commissioners.

Section 13. All orders, resolutions or motions or parts thereof in conflict with this resolution are hereby repealed to the extent of such conflict.

After the foregoing resolution had been read and discussed in full by the Board of County Commissioners, it was moved by Commissioner DAVIS that said resolution be placed upon its final passage and adopted as introduced and read. The motion was seconded by Commissioner BRADY.

The question being put as to the adoption of said motion and the passage of said resolution and order, the roll was called

with the following results:

AYES: W. A. Sowis
James G. Clemons
A. S. Cobb
O. J. Edwards
William A. Ward

NAYS: _____

The Chairman declared said motion carried and the resolution passed and adopted as introduced and read.

It was moved and seconded that the meeting be adjorned. The motion was carried.

BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA.

ATTEST:
JOE A. FLOWERS, CLERK

By A. S. Cobb
A. S. Cobb, Chairman

By E. B. McAllister, Jr.
Deputy Clerk
(SEAL)

The Town of South Flomaton, Florida, a municipal corporation, does hereby accept the foregoing license, permit, privilege, right, authority and easement and does hereby agree to the terms and conditions thereof.

IN WITNESS WHEREOF, the name and seal of the Town of South Flomaton, Florida, a municipal corporation, have been signed and affixed, this _____ day of _____, 1968.

TOWN OF SOUTH FLOMATON, FLORIDA,
A MUNICIPAL CORPORATION

(TOWN SEAL)

By _____, Mayor

ATTEST By _____, Clerk

GAS
FRANCHISE AREA
FOR
TOWN OF CENTURY
ESCAMBIA COUNTY,
FLORIDA

Revisions

Drawn by: DEL
Checked by: EHD
Checked by: DEL
Date: JANUARY 10, 2013
Job Number: 110016
File Number: SEE LEFT
Sheet:

FABRE ENGINEERING INC
ENGINEERS ◆ PLANNERS ◆ SURVEYORS
119 GREGORY SQUARE MONROEVILLA FLORIDA 32327 TEL 850-423-0438 FAX 850-434-4412
L.B. NO. 0000279 E.B. NO. 0000279

GRAPHIC SCALE:
5000 2500 0 5000 10000 15000
SCALE IN FEET

ESCAMBIA RIVER

CENTURY

ALABAMA
FLORIDA

BRATT

DAVISVILLE

MUNSON

OAKGROVE

WALNUT HILL

PENSACOLA

MC DAVID

BOGIA

BARTH

MC KINNONVILLE

BAY SPRINGS

EXXON

PERDIDO RIVER

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13912 **County Attorney's Report 10. 2.**
BCC Regular Meeting **Action**
Meeting Date: 04/05/2018
Issue: Bond Counsel and Bond Disclosure Counsel Agreements
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Bond Counsel and Bond Disclosure Counsel Agreement Extensions

That the Board approve the renewal, pursuant to paragraph 2 of each agreement for a five (5) year term, of bond counsel's contract (PD 11-12.022) with Bryant Miller Olive, P.A. and bond disclosure counsel's contract (PD 11-12.020) with Nabors, Giblin & Nickerson, P.A. both effective retroactively to August 9, 2017 and authorize the Chairman to sign the extensions.

BACKGROUND:

The Board issued request for proposals in 2012 for bond counsel and bond disclosure counsel. Bond counsel services were awarded to McGuire Woods, LLP and were subsequently assigned to Bryant Miller Olive, P.A. in 2016. Bond disclosure counsel services were awarded to Nabors, Giblin & Nickerson, P.A. Both firms wish to continue providing these services and both contracts allow for a one-time five-year extension. The extensions apply retroactively.

Compensation for duties and fees for conduit bonds shall be in accordance with Chapter 46, Article VII, Section 46-303, et seq. of the Escambia County Code of Ordinances; compensation for County bonds shall be subject to the following (primary funding from bond proceeds; additional funding, if required, Fund 001, General Fund [Legal Counsel], Cost Center 110601, Object Code 53101). Note that disclosure counsel is at 80% of those fees paid bond counsel.

Amount of Issue/County Bonds Fee

Up to $10,000,000

Flat Fee of $17,500

From $10,000,000 to $40,000,000
Fee per $1,000 = $.85 per $1,000

Over $40,000,000
Fee per $1,000 = $.55 per $1,000

BUDGETARY IMPACT:

Primary Funding From Bonds
Additional Funding, if required Fund 001 Legal Counsel, Cost Center 110601, Object Code 53101

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County Code of Ordinance, Chapter 46, Finance, Article II, Article VII, Section 46-303, et seq.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Bond Counsel Agreement dated August 9, 2012
Bond Counsel Assignment and Amendment dated May 5, 2016
Disclosure Bond Counsel Agreement dated August 9, 2012

Escambia County
Clerk's Original
8/9/2012 CAR II-9

AGREEMENT BETWEEN ESCAMBIA COUNTY AND MCGUIRE WOODS, LLP RELATING TO LEGAL SERVICES AS BOND COUNSEL PD 11-12.022

This Agreement is made this 9th day of August, 2012, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and McGuire Woods, LLP (hereinafter referred to as "Counsel"), a foreign for-profit limited liability partnership, with a principal address of One James Center, 901 East Cary Street, Richmond, VA 23219 (each at times being referred to as "Party" or "Parties").

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and Counsel agree as follows:

Date: 8/13/2012 Verified By: OHarris

1. Scope of Services. Counsel agrees to provide the following services:

   a. Consultation with County officials and staff concerning all legal questions relating to the incurrence of the debt;

   b. Attendance, upon request, at any meeting of the Board of County Commissioners or any meeting of staff;

   c. Preparation of all resolutions and other instruments authorizing and securing bonds and required in connection with their issuance utilizing the County's format for documents unless agreed otherwise;

   d. Assistance to the County or its financial advisors and investment bankers in formulating financing plans and review of applicable portions of disclosure documents for public offering of bonds and notes;

   e. If sale is by competitive bid, assisting in the preparation of documents, notice of sale, evaluation of bids and any other documentation necessary to conduct a sale of bonds in that manner, provided that the services contemplated hereby shall not include the preparation of disclosure materials;

   f. Analysis and resolutions of tax problems associated with financing plans, including arbitrage issues and preparation of ruling requests and contracts with the U.S. Treasury;

   g. Preparation of documentation required in connection with the validation of bond issues including complaints, notices and orders, acknowledgements, answers and judgments, together with memoranda concerning testimony, exhibits and relevant law;

h. Preparation and review of all documentation required for bond sales and closings, including resolutions, certificates, opinions, notices of sale, etc; provided that the services contemplated hereby shall not include the preparation of disclosure materials;

i. Supervision of the printing of bonds and conduct of the pre-closing and the closing in connection with each bond issue;

j. Preparation of documentation required in connection with the appeal of any such judgment of validation or order to the Supreme Court of Florida, including any notices, orders, acknowledgements, briefs and any court appearances required for oral argument or otherwise; and

k. Review of conduit type bond financings for compliance with applicable securities and tax laws and regulations, as well as Chapter 46, Article VII, Section 46-303, Escambia County Code of Ordinances.

In addition to the above, Counsel will be available to consult with the County Administrator's Office, the Clerk of the Board of County Commissioners, the County Attorney's Office and the pertinent County divisions and departments with regard to any questions relating to outstanding or proposed County debt.

2. Term. This Agreement shall commence upon the date last executed by the parties and continue for a term of five (5) years with the option to renew for an additional five (5) year term. In no event shall the term of this agreement exceed the duration of ten (10) years from the date of commencement. Counsel shall serve as Bond Counsel on any financings, including the issuance of bonds, refunding bonds, notes and other instruments of indebtedness, conduit type financings and other bonds, which may be issued by the County pursuant to Art. VII of the Florida Constitution, and which are initiated prior to termination of this Agreement, regardless of the actual date the financing is closed. Counsel has no assurances there will be a minimum number of financings or that there will be any financings during the term of this Agreement.

3. Representation, Covenants and Warranties. By executing this Agreement, Counsel represents covenants and warrants to County as follows:

a. Counsel has experience in municipal bond law, federal tax law pertaining to municipal bonds, the trial and appeal of bond validation actions and the issuance of tax-exempt municipal bonds;

b. The information, documents and materials submitted by Counsel in connection with its efforts to be retained as Disclosure Counsel are complete and accurate in all material respects

c. Counsel has not represented, is not representing, nor will it represent any client if such representation has violated, violates or will violate traditional ethical standards imposed by the rules governing conflicts of interest as embodied in the Rules Regulating the Florida Bar, especially Rule 4-1.7. During the term of this Agreement, Counsel shall comply with the conflicts of interest policy as contained in Section 46-127 of the Escambia County Code of Ordinances, a copy of which has been provided to Counsel;

d. Counsel shall advise County immediately if representation of a client could adversely affect the judgment or quality of service to be rendered by Counsel in its representation of the County and/or result in a material or direct conflict of interest;

e. Counsel has sufficient time to execute and fulfill the duties of Disclosure Counsel to the County and is not burdened by professional responsibilities or workload or by personal or other constraints that would interfere in any material respect with its obligation hereunder; and

f. Until the County is otherwise notified, Richard I. Lott shall be the attorney(s) assigned as primary Bond Counsel to the County, unless other attorneys proposed to provide the services set forth under the supervision of the primary Bond Counsel therein are determined by the County Attorney to be acceptable.

4. Fee for Services.

a. Fees for services rendered under this Agreement related to the issuance of bonds are as follows:

Amount of Issue	County Bonds Fee	Conduit Bonds Fee
Up to $10,000,000 Flat Fee	$17,500	$20,000
From $10,000,000 to $40,000,000 Fee per $1,000	$0.85 per $1,000 Over $10,000,000	$0.90 per $1,000 Over $10,000,000
Over $40,000,000 Fee per $1,000	$0.55 per $1,000 Over $40,000,000	$0.45 per $1,000 Over $40,000,000

All fees for services in connection with the issuance of such bonds or notes are contingent upon delivery of the bonds. Fees for services in connection with completed bond issues shall be payable at the time the financing is completed. In connection with direct or non-conduit, bond issues of the County, the County shall not be billed for general counsel and advice on

matters preparatory to a bond issue but not leading to financings and not requiring an opinion of Bond Counsel.

b. Fees for services as bond counsel for conduit bond financings are to be paid by the agency or corporate issuer proposing the bonds in accordance with the fee schedule set forth in Article VII Conduit Bonds, Section 46-305, Escambia County Code, in the form effective on the date of execution hereof. Fees for bonds proposed by the Escambia County Health Facilities Authority and the Escambia County Housing Finance Authority shall be in accordance with Section 46-309, Escambia County Code, in the form effective on the date of execution hereof.

   All other applicable provisions of the Escambia County Code pertaining to bond financing, as well as any uncodified ordinances relating thereto, shall be adhered to by Counsel. However, no change in the fee schedules referenced herein shall be binding without Counsel's written consent.

c. At its option, the County may choose to pay for services rendered under this Agreement related to small loan transactions as follows:

Amount of Loan	Fee
Up to $750,000 Flat Fee	$5,000, plus out of pocket expenses
Over $750,000 Fee per $1,000	$1.00 per $1,000 Over $750,000

   For purposes hereof, a "small loan transaction" means a note or bond secured by County revenues issued by the County in a principal amount of less than $6,000,000 and sold to a single financial institution. Such transaction fees apply to most small loan transactions, unless substantial time in excess of 10 hours is required by Counsel due to unusual circumstances. For such transactions, Counsel's opinion shall be limited to federal tax matters, and the County Attorney shall provide an independent opinion as to the validity of the obligation. No fee shall be due unless the transaction is completed.

d. At its option, County may choose to pay for services rendered under this Agreement on an hourly basis based upon the following fee schedule:

Position	Hourly Rate
Senior Partner	$250.00
Junior Partner	$200.00
Associate Attorney	$95.00
Paralegal	$70.00

5. Method of Billing. Counsel shall submit invoices to the County on a monthly basis. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. Out of pocket costs and other expenses shall be itemized separately.

6. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Counsel. This Agreement may be terminated for cause by Counsel upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, Counsel shall be paid for services performed through the date of termination.

7. Indemnification. Counsel shall hold harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the breach of Counsel's professional obligations to the County in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by Counsel or by anyone for whom Counsel is legally liable.

8. Insurance. Counsel is required to carry the following insurance:

a. Commercial General Liability coverage with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations;

b. Business Automobile Liability coverage with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

c. Professional Liability/Malpractice/Errors or Omissions coverage with minimum limits of $5,000,000 per occurrence;

d. Excess or Umbrella Liability coverage;

e. Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease;

f. It is understood and agreed by the parties that in the event that Counsel 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; and

g. Counsel agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9. Independent Contractor Status. In the performance of legal services hereunder, Counsel is an independent contractor. Counsel shall not hold itself out as an employee, agent or servant of the County; and Counsel shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Client Files and Records. Upon termination of this Agreement, Counsel shall make available to the County for its inspection and copying all client files and records related to pending matters under this Agreement. The County, at its option, may elect to have Counsel complete any pending transactions, or to compensate Counsel only for services on such matters through the effective date of termination.

11. Assignment. Services rendered under this Agreement are personal to the chosen Counsel and may not be assigned, either directly or indirectly, to any other person or firm. In the event Counsel shall propose to substitute other attorneys to perform work under this Agreement, County shall retain the right to retain Richard I. Lott as Bond Counsel under the terms set forth in this Agreement.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: McGuire Woods, LLP	To: County
Attention: Richard I. Lott	Attention: County Administrator
25 West Cedar Street, Suite 211-500	221 Palafox Place, Suite 420
Pensacola, FL 32502	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. Counsel acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event Counsel 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 Counsel seven days written notice, during which period Counsel still fails to allow access to such documents, terminate the contract.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Counsel acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Counsel agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 9th day of August 2012, and MCGUIRE WOODS, LLP, signing by and through its Partner, duly authorized to execute same.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: Wilson B. Robertson
Wilson B. Robertson, Chairman

Date: August 13, 2012

BCC Approved: August 9, 2012

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL SEAL (SEAL)

By: [signature]

This document approved as to form and legal sufficiency.
By: [signature]
Title: ACA
Date: 7/11/12

COUNSEL:
MCGUIRE WOODS, LLP

[signature]
By: Richard I. Lott, Partner

ATTEST:

By: [signature]

Title: ADMIN. ASST.

Patricia Stypulla
On-Site Tech

Escambia County
Clerk's Original

5/5/2016 CAT I-5

ASSIGNMENT AND AMENDMENT OF AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND MCGUIRE WOODS, LLP TO BRYANT MILLER OLIVE, P.A.

THIS ASSIGNMENT AND AMENDMENT OF AGREEMENT WITH CONSENT ("Assignment") is entered into by and among Escambia County, Florida, a political subdivision of the State of Florida, with the administrative address of 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "the County") and McGuire Woods, LLP, a foreign for-profit limited liability partnership, with a principal address of 901 East Cary Street, Richmond, VA 23219 (hereinafter referred to as "Assignor"), and Bryant Miller Olive, P.A., a for-profit corporation authorized to do business in the State of Florida, with a principal address of 101 North Monroe Street, Suite 900, Tallahassee, FL 32301 (hereinafter referred to as "Assignee").

Date: 5/10/2016 Verified By:

WITNESSETH:

WHEREAS, on or about August 9, 2012, the County entered into an Agreement with McGuire Woods, LLP Relating to Legal Services as Bond Counsel PD 11-12.022 (hereinafter referred to as the "Agreement"); and

WHEREAS, per the terms of the Agreement, Richard I. Lott was assigned as primary Bond Counsel to the County; and

WHEREAS, Mr. Lott is now employed with the firm of Bryant Miller Olive, P.A.; and

WHEREAS, JoLinda R. Herring is also an attorney with the firm of Bryant Miller Olive, P.A., who specializes in the area of municipal law, governmental tax-exempt financings, and blue sky securities law; and

WHEREAS, Assignor now desires to assign all of its rights, duties and obligations under the Agreement to Assignee; and

WHEREAS, Assignee now desires to accept an assignment of Assignor's rights, duties, and obligations under the Agreement with the Agreement amended to reflect that Mr. Lott and Ms. Herring are now jointly assigned as primary Bond Counsel for the County.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, County, Assignor, and Assignee hereby agree as follows:

1. The Agreement is hereby assigned to Assignee, and Assignee accepts such assignment, and the County and Assignor consent to such assignment, subject to the terms and conditions set forth in this Assignment and Amendment of Agreement. All rights, duties and obligations of Assignor under the Agreement shall become the rights, duties and obligations of Assignee immediately upon this Assignment and Amendment of Agreement becoming effective.

2. County, Assignor, and Assignee agree to the assumption of the performance of the Agreement by Assignee, and to the release of Assignor from any further performance under the Agreement.

3. The paragraph 3 (f) of the Agreement is hereby amended to reflect that Richard I. Lott and JoLinda L. Herring shall be the attorneys assigned as primary Bond Counsel to the

County, unless other attorneys proposed to provide the services set forth under the supervision of the primary Bond Counsel therein are determined to be acceptable by the County Attorney.

4. The Agreement and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Agreement or in any instrument, document or consideration executed or delivered pursuant to the Agreement to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Agreement, as amended by this Assignment and Amendment of Agreement.

5. This Assignment and Amendment of Agreement will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law. This Assignment and Amendment of Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same.

6. Each individual executing this Assignment and Amendment of Agreement on behalf of a corporate or governmental party represents and warrants that the individual is duly authorized to execute and deliver this Assignment and Amendment of Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party and in accordance with applicable law, and that this Assignment and Amendment of Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Assignment and Amendment of Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: _____
Grover C. Robinson, IV, Chairman

Date Executed
5/6/2016

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

(Seal)

_____
Witness

_____
Witness

_____
[redacted] Witness

(Seal)

ASSIGNOR: MCGUIRE WOODS, LLP

By: _____

Date: 6/6/2016

ASSIGNEE: BRYANT MILLER OLIVE, P.A.

By: _____

Date: 6/9/2016

BCC Approved 05-05-2016

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/13/16

AGREEMENT BETWEEN ESCAMBIA COUNTY AND NABORS, GIBLIN & NICKERSON, P.A. RELATING TO LEGAL SERVICES AS DISCLOSURE COUNSEL PD 11-12.020

This Agreement is made this 9th day of August, 2012, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Nabors, Giblin & Nickerson, P.A. (hereinafter referred to as "Counsel"), with offices located at 3500 Mahan Drive, Suite 200, Tallahassee, FL 32308 (each at times being referred to as "Party" or "Parties").

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and Counsel agree as follows:

1. Scope of Services. Counsel agrees to provide the following services:

   a. Consultation at all times with the County Commission, its staff, its counsel, its consulting engineers, financial advisor, underwriter and other financing professionals retained by the County regarding the issuance of bonds;

   b. Preliminary advice as to legal authority for financing alternatives being considered, assistance in imposing or revising any fees or contracts used to secure the financing and compliance with the County's existing bond and loan covenants or other documents applicable to the financing and with applicable tax laws respecting tax-exempt obligations;

   c. Preparation of official statements or other offering materials used to market any obligations and participation in meetings, conferences and calls to develop those materials, and rendering a "due diligence" opinion to the County relating thereto;

   d. Assistance in the process of obtaining ratings and/or bond purchase contract, or preparation of bid documents for competitive sale;

   e. Review of negotiated underwriting bond purchase contract or preparation of bid documents for competitive sale; and

   f. Attendance at any closing to facilitate execution of all closing documentation and, as necessary, attendance at all planning sessions, document drafting and negotiating sessions and meetings of the Board of County Commissioners.

   g. Perform such other special services not specifically enumerated herein, as requested by the County Attorney.

2. Term. This Agreement shall commence upon the date last executed by the parties and continue for a term of five (5) years with the option to renew for an additional five (5) year term. In no event shall the term of this agreement exceed the duration of ten (10) years from the date of commencement. Counsel shall serve as Disclosure Counsel on any financings, including the issuance of bonds, refunding bonds, notes and other instruments of indebtedness, conduit type financings and other bonds, which may be issued by the County pursuant to Art. VII of the Florida Constitution, and which are initiated prior to termination of this Agreement, regardless of the actual date the financing is closed. Counsel has no assurances there will be a minimum number of financings or that there will be any financings during the term of this Agreement.

3. Representation, Covenants and Warranties. By executing this Agreement, Counsel represents, covenants and warrants to County as follows:

a. Counsel has experience in municipal bond law, federal tax law pertaining to municipal bonds, the trial and appeal of bond validation actions and the issuance of tax-exempt municipal bonds;

b. The information, documents and materials submitted by Counsel in connection with its efforts to be retained as Disclosure Counsel are complete and accurate in all material respects;

c. Counsel has not represented, is not representing, nor will it represent any client if such representation has violated, violates or will violate traditional ethical standards imposed by the rules governing conflicts of interest as embodied in the Rules Regulating the Florida Bar, especially Rule 4-1.7. During the term of this Agreement, Counsel shall comply with the conflicts of interest policy as contained in Section 46-127 of the Escambia County Code of Ordinances, a copy of which has been provided to Counsel;

d. Counsel shall advise County immediately if representation of a client could adversely affect the judgment or quality of service to be rendered by Counsel in its representation of the County and/or result in a material or direct conflict of interest;

e. Counsel has sufficient time to execute and fulfill the duties of Disclosure Counsel to the County and is not burdened by professional responsibilities or workload or by personal or other constraints that would interfere in any material respect with its obligation hereunder; and

f. Until the County is otherwise notified, Mark T. Mustian and Junious D. Brown III shall be the attorney(s) assigned as primary Disclosure Counsel to the County, unless other attorneys proposed to provide the services set forth under the supervision of the primary Disclosure Counsel therein are determined by the County Attorney to be acceptable.

4. Fee for Services. In exchange for the provision of the scope of services referenced in Section 1 above, County shall pay Counsel as follows:

Counsel shall charge a fee equal to eighty percent (80%) of the fee charged by bond counsel for each financing. Counsel shall also be reimbursed for out-of-pocket financing costs or other expenses not to exceed $1,500. Such fee shall be payable upon closing of the bond or note issue. If no bonds are issued, Counsel shall not charge a fee for time accruing to the date the project is financed without need for a bond issue or is otherwise terminated, and Counsel shall not seek reimbursement for any related out-of-pocket costs or expenses. Expenses eligible for reimbursement may include travel, telephone, postage and delivery, and fax and copying charges, estimated at $3,000 or less.

For legal services not related to Disclosure Counsel services, Disclosure Counsel shall charge the rate of $250 per hour for partners, $190 per hour for associate time and $50 per hour for law clerks. No bills for hourly rates would be submitted unless specifically authorized by the County.

All expenses will be billed at actual cost. Costs and expenses can include travel to destinations other than County if requested by the County, reproduction and printing at $.25 per page, overnight delivery charges, research costs, mail and courier services and telephone expenses. Counsel will not charge for additional services such as word processing.

5. Method of Billing. Counsel shall submit invoices to the County on a monthly basis. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. Out of pocket costs and other expenses shall be itemized separately.

6. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Counsel. This Agreement may be terminated for cause by Counsel upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, Counsel shall be paid for services performed through the date of termination.

7. Indemnification. Counsel shall hold harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the breach of Counsel's professional obligations to the County in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by Counsel or by anyone for whom Counsel is legally liable.

8. Insurance. Counsel is required to carry the following insurance:

a. Commercial General Liability coverage with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations;

b. Business Automobile Liability coverage with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

c. Professional Liability/Malpractice/Errors or Omissions coverage with minimum limits of $5,000,000 per occurrence;

d. Excess or Umbrella Liability coverage;

e. Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease;

f. It is understood and agreed by the parties that in the event that Counsel 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; and

g. Counsel agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days' notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9. Independent Contractor Status. In the performance of legal services hereunder, Counsel is an independent contractor. Counsel shall not hold itself out as an employee, agent or servant of the County; and Counsel shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Client Files and Records. Upon termination of this Agreement, Counsel shall make available to the County for its inspection and copying all client files and records related to pending matters under this Agreement. The County, at its option, may elect to have Counsel complete any pending transactions, or to compensate Counsel only for services on such matters through the effective date of termination.

11. Assignment. Services rendered under this Agreement are personal to the chosen Counsel and may not be assigned, either directly or indirectly, to any other person or firm. In the event Counsel shall propose to substitute other attorneys to perform work under this Agreement, County shall retain the right to retain Mark T. Mustian and Junious D. Brown III as Disclosure Counsel under the terms set forth in this Agreement.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Nabors, Giblin & Nickerson, P.A.	To: County
Attention: Robert L. Nabors	Attention: County Administrator
P.O. Box 11008	221 Palafox Place, Suite 420
Tallahassee, FL 32302	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. Counsel acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event Counsel 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 Counsel seven days written notice, during which period Counsel still fails to allow access to such documents, terminate the contract.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Counsel acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Counsel agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 9th day of August 2012, and Nabors, Giblin & Nickerson, P.A., signing by and through its Director, duly authorized to execute same.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: Wilson B. Robertson
Wilson B. Robertson, Chairman

Date: August 13, 2012

BCC Approved: August 9, 2012
Date Executed

August 13, 2012

This document approved as to form
and legal sufficiency
By
Title ACA
Date 7/11/12

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: Doris Harris

(SEAL)

COUNSEL:
NABORS, GIBLIN & NICKERSON, P.A.

By: Robert L. Nabors, Shareholder/Director

ATTEST:

By: _____

Title: Secretary

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13921 **County Attorney's Report 10. 3.**
BCC Regular Meeting **Action**
Meeting Date: 04/05/2018
Issue: Resolution Designating the Interim Chief Correctional Officer of Escambia County
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Adopting a Resolution Designating the Interim Chief Correctional Officer of Escambia County.

That the Board adopt and authorize the Chairman to sign the attached Resolution designating the Interim Chief Correctional Officer of Escambia County, pursuant to Section 951.06, Fla. Stat., to designate Selina Barnes as the Interim Chief Correctional Officer for Escambia County, effective 5:01 p.m., Friday, April 6, 2018.

BACKGROUND:
As Interim Chief Correctional Officer, Selina Barnes shall see that the rules and regulations prescribed by law and the Board are fully observed and complied with.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
The Resolution was prepared by Alison P. Rogers, County Attorney.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
Section 951.06, Fla. Stat., provides for the designation of a Chief Correctional Officer as the Board of County Commissioners deem necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution

Sec. 951.06, Fla. Stat. (2017)

RESOLUTION R2018-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, DESIGNATING THE INTERIM CHIEF CORRECTIONAL OFFICER OF ESCAMBIA COUNTY, FLORIDA; DEFINING DUTIES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, §951.06, Florida Statutes, provides for the designation of an Interim Chief Correctional Officer as the County Commissioners deem necessary; and

WHEREAS, the Board of County Commissioners desires to designate Selina Barnes as the Interim Chief Correctional Officer for Escambia County; and

WHEREAS, Selina Barnes, as Interim Chief Correctional Officer for Escambia County shall see that all the rules and regulations prescribed by the law and the Board are fully observed and complied with; and

WHEREAS, Selina Barnes, as Interim Chief Correctional Officer, shall notify the County Administrator prior to discharging any correctional officer who is guilty of gross negligence or cruel and inhuman treatment of prisoners under her control; and

WHEREAS, Selina Barnes, as Interim Chief Correctional Officer, and pursuant to §951.06(4), Fla. Stat., shall be furnished means of transportation over the roads of Escambia County plus the upkeep and operation of said transportation shall be furnished by Escambia County; and

WHEREAS, Selina Barnes, as Interim Chief Correctional Officer, shall have her salary fixed by the County Administrator as the Board's designee.

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

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

Section 2. That the Board of County Commissioners hereby designates Selina Barnes as Interim Chief Correctional Officer for Escambia County, Florida, effective 5:01 p.m., Friday, April 6. 2018.

ADOPTED THIS 5th day of April, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BY:_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/29/18

cash account or other personal property and may not receive gain-time as provided by s. 951.21.

History.—s. 2, ch. 83-189; s. 45, ch. 95-283.

951.033 Income and assets; payment of subsistence costs.—

(1) The Legislature finds that there is an urgent need to alleviate the increasing financial burdens on local subdivisions of the state caused by the expenses of incarcerating prisoners. In addition to a prisoner's cash account on deposit in local detention facilities, many prisoners have sources of income and assets outside of the facility, which may include bank accounts, inheritances, real estate, social security payments, veteran's payments, and other types of financial resources.

(2) The local detention facility shall determine the financial status of prisoners for the purpose of paying from their income and assets all or a fair portion of their daily subsistence costs. In determining the financial status of prisoners, any income exempt by state or federal law shall be excluded. Consideration shall be given to the prisoner's ability to pay, the liability or potential liability of the prisoner to the victim or guardian or the estate of the victim, and his or her dependents.

(3) The chief correctional officer of a local subdivision may direct a prisoner to pay for all or a fair portion of daily subsistence costs. A prisoner is entitled to reasonable advance notice of the assessment and shall be afforded an opportunity to present reasons for opposition to the assessment.

(4) An order from the chief correctional officer directing payment of all or a fair portion of a prisoner's daily subsistence costs may survive against the estate of the sentenced prisoner.

(5) The chief correctional officer may seek payment for the prisoner's subsistence costs from:

(a) The prisoner's cash account on deposit at the facility; or

(b) A civil restitution lien on the prisoner's cash account on deposit at the facility or on other personal property.

(6) If the prisoner's cash account at the local detention facility does not contain sufficient funds to cover subsistence costs, the chief correctional officer may place a civil restitution lien against the prisoner's cash account or other personal property. A civil restitution lien may continue for a period of 3 years and applies to the cash account of any prisoner who is reincarcerated within the county in which the civil restitution lien was originated.

History.—s. 21, ch. 96-312.

951.04 Furnishing of transportation to discharged prisoners.—When a prisoner is discharged by reasons of having served his or her sentence, or upon receiving a pardon or parole, he or she shall be furnished transportation, or its equivalent in money, back to the place from which the prisoner was sentenced.

History.—s. 1, ch. 2090, 1877; RS 3032; GS 4109; s. 1, ch. 5705, 1907; s. 1, ch. 5963, 1909; RGS 6217; s. 1, ch. 7323, 1917; s. 1, ch. 9203, 1923; CGL 8549; s. 1, ch. 61-488; s. 1695, ch. 97-102; s. 1, ch. 99-361.

951.05 Working county prisoners on roads and bridges or other public works of the county; hiring out to another county.—The board of county commissioners of the several counties may require all county prisoners under sentence confined in the jail of their respective counties for any offense to labor upon the public roads, bridges, farms, or other public works owned and operated by the county, or on other projects for which the governing body of the county could otherwise lawfully expend public funds and which it determines to be necessary for the health, safety, and welfare of the county, or in the event the county commissioners of any county deem it to the best interest of their county, they may hire out their prisoners to any other county in the state to be worked upon the public roads, bridges, or other public works of that county, or on other projects for which the governing body of that county could otherwise lawfully expend public funds and which it determines to be necessary for the health, safety, and welfare of that county, or they may, upon such terms as may be agreed upon between themselves and the Department of Transportation, lease or let said prisoners to the department instead of keeping them in the county jail where they are sentenced. The money derived from the hire of such prisoners shall be paid to the county hiring out such prisoners and placed to the credit of the fine and forfeiture fund of the county.

History.—s. 13, ch. 6537, 1913; RGS 6218; s. 2, ch. 9203, 1923; CGL 8550; s. 1, ch. 61-488; ss. 23, 35, ch. 69-106; s. 3, ch. 94-149; s. 121, ch. 99-385.

951.06 Employment of correctional officers; duties; salary.—

(1) The county commissioners shall designate a chief correctional officer and such correctional officers as they deem necessary.

(2) All chief correctional officers of prisoners shall see that all rules and regulations prescribed by law or the department are fully observed and complied with; enforce discipline among the prisoners in and about the camps; and administer punishment to prisoners, when in their judgment the same is necessary in order to enforce proper discipline, conforming always to the law and rules and regulations.

(3) All boards of county commissioners shall immediately discharge any correctional officer who shall be guilty of gross negligence or cruel and inhuman treatment of prisoners under their control and their action shall be final.

(4) The salaries of correctional officers provided for in this chapter shall be fixed by the board of county commissioners, and the chief correctional officer shall be furnished means of transportation over the roads of the county when necessary, the upkeep and operation of which shall be furnished by the county; however, the county shall not in any case be required to furnish a driver of such conveyance where such services are required to be paid for.

(5) All salaries contemplated by this chapter shall be paid from the general revenue fund of the county.

History.—s. 13, ch. 6537, 1913; RGS 6218; s. 2, ch. 9203, 1923; CGL 8550; s. 44, ch. 57-121; ss. 1, 2, ch. 61-198; s. 18, ch. 61-530; ss. 19, 35, ch. 69-106; ss. 1, 2, ch. 70-441; s. 94, ch. 77-120; s. 113, ch. 79-3; s. 2, ch. 86-183; s. 29, ch. 96-312.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13922 **County Attorney's Report 10. 4.**
BCC Regular Meeting **Action**
Meeting Date: 04/05/2018
Issue: Recognition-Acknowledgement Petition and Resolution of Recognition
From: Kristin Hual, Senior Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Recognition-Acknowledgement Petition and Resolution of Recognition to the Public Employees Relations Commission.

That the Board, acting in its capacity as the Board of Directors of the Escambia County Area Transit Authority, take the following action:

A. Approve the Recognition-Acknowledgement Petition as requested by the Amalgamated Transit Union, Local 1395, and authorize the Chairman to execute Part II as the “Employer Representative”; and

B. Adopt the Resolution of Recognition and authorize the Chairman to execute the Resolution.

BACKGROUND:

The Amalgamated Transit Union, Local 1395, is seeking certification with the State of Florida, Public Employees Relations Commission (PERC) and has requested recognition by the Escambia County Area Transit Authority as the exclusive bargaining agent for collective bargaining on behalf of the bargaining unit employees of the Transit Authority. The bargaining unit employees of the ATU, Local 1395 include the following classifications: full-time and part-time bus operators; trolley operators; customer service associates; maintenance employees, to include technicians (Master, I-III & P), fuelers, and cleaners; building maintenance associates; and grounds maintenance associates.

Pursuant to §447.307, Florida Statutes, if the Transit Authority formally recognizes the ATU, Local 1395 on the basis of majority status of the organization and on the

basis of appropriateness of the proposed unit then the ATU, Local 1395 may immediately petition for certification with PERC. In the absence of inclusion of a prohibited category of employees or a violation of §447.501, Florida Statutes, relating to unfair labor practices, PERC shall immediately certify the proposed unit without the necessity for further proceedings.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution 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

Resolution

Recognition-Acknowledgement Petition

RESOLUTION R2018-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA ACTING IN ITS CAPACITY AS THE BOARD OF DIRECTORS OF THE ESCAMBIA COUNTY AREA TRANSIT AUTHORITY APPROVING THE RECOGNITION-ACKNOWLEDGEMENT PETITION RECOGNIZING THE AMALGAMATED TRANSIT UNION, LOCAL 1395; AUTHORIZING THE CHAIRMAN TO EXECUTE THE RECOGNITION-ACKNOWLEDGEMENT PETITION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of Chapter 447, Florida Statutes, the Amalgamated Transit Union (ATU), Local 1395, is seeking certification with the State of Florida, Public Employees Relations Commission (PERC); and

WHEREAS, pursuant to §447.307, Florida Statutes, the ATU, Local 1395 has requested formal recognition by the Escambia County Area Transit Authority as the exclusive bargaining agent for collective bargaining on behalf of the bargaining unit employees of the Transit Authority; and

WHEREAS, the Board is satisfied as to the majority status of the organization and the appropriateness of the proposed unit.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA ACTING IN ITS CAPACITY AS THE BOARD OF DIRECTORS OF THE ESCAMBIA COUNTY AREA TRANSIT AUTHORITY AS FOLLOWS:

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

Section 2. That the Board hereby approves the Recognition-Acknowledgement Petition recognizing the Amalgamated Transit Union, Local 1395 as the exclusive bargaining agent for bargaining unit employees of the Escambia County Area Transit Authority and authorizes the Chairman to execute Part II of the Petition as the Employer Representative on behalf of the Escambia County Area Transit Authority.

Section 3. That this resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED THIS ____ DAY OF _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA, ACTING IN ITS CAPACITY AS THE BOARD OF DIRECTORS OF THE ESCAMBIA COUNTY AREA TRANSIT AUTHORITY

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title:
Date: 3/29/18

Do Not Write In This Box

CASE NUMBER
RA-
DATE FILED

STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION
4708 Capital Circle N.W., Suite 300
Tallahassee, Florida 32303
(850) 488-8641

RECOGNITION-ACKNOWLEDGEMENT PETITION

PART I - REQUEST FOR RECOGNITION

INSTRUCTIONS:

Part I is to be completed by the union which is requesting recognition by the public employer. This form is to be served on the employer representative indicated in item 5 below. If more space is required for any item, attach additional sheets, numbering items accordingly.

The petitioner hereby requests recognition by the public employer as the exclusive bargaining agent for the employees in the classifications listed in item 6 below:

1. NAME OF PETITIONER: Amalgamated Transit Union Local 1395, AFL-CIO

   Address: 4302 Yarmouth Place

   Pensacola, Florida 32514
   Zip Code

2. PETITIONER REPRESENTATIVE: Michael Lowery

   Title: President / Business Agent Phone No. 850-554-6034

   Address: 4302 Yarmouth Place

   Pensacola, Florida 32514
   Zip Code

3. PERC REGISTRATION NUMBER OF PETITIONER: OR- 18-003

   Expiration of current registration: February 7, 2019

4. NAME OF EMPLOYER: Escambia County Area Transit Authority (ECAT) and Escambia County

Address: 1515 West Fairfield Drive, Pensacola, Florida 32501

Zip Code

5. EMPLOYER REPRESENTATIVE: Michael Mattimore

Title: Counsel for Escambia County / ECAT Phone No. 850-561-3503

Address: Allen Norton & Blue

906 N Monroe Street, Tallahassee, Florida 32303

Zip Code

6. DESCRIPTION OF UNIT CLAIMED to be appropriate for the purpose of collective bargaining. (List individually all job classifications proposed for inclusion.)

INCLUDED: Full Time Bus Operator; Part Time Bus Operator; Trolley Operator; Customer Service Associate; Lead Customer Service Associate; Master Technician; Technician III; Technician II; Technician I; Technician P; Fueler; Cleaner; Building Maintenance Associate; and Grounds Maintenance Associate

EXCLUDED: All other employees of ECAT and Escambia County, Florida

7. APPROXIMATE NUMBER OF EMPLOYEES in the unit claimed to be appropriate: 103

8. (a) Is this request supported by more than 50% of the employees in the proposed bargaining unit?
XX YES _____ NO

(b) If answer to (a) is YES, describe the method by which the public employer may verify the majority status claimed by the organization.

Due to the nature of the transition from private to public sector, and due to the terms of the Implementing Agreement between Escambia County and Local 1395, the employer is currently deducting dues for those employees who are members of Local 1395 and employed in the proposed bargaining unit. The employer can verify that it is deducting dues for approximately 77 of the 103 employees in the proposed unit. Those employees are existing members of Local 1395 and the number is sufficient to verify majority status.

9. DATE THIS REQUEST WAS MAILED OR DELIVERED TO public employer: 03-19-2018

Michael A Jones
Signature of Petitioner Representative

PART II - RECOGNITION-ACKNOWLEDGEMENT AND NOTICE TO EMPLOYEES

INSTRUCTIONS:

If the public employer recognizes the petitioner/organization as the collective bargaining agent for the employees in the proposed unit, Part II is to be completed and submitted to the organization, attaching copies of the job descriptions, if any, for all classifications of employees to be included in the unit. The public employer should simultaneously serve copies of the executed form without job descriptions upon those employee organizations listed in 14, below.

10. Does the organization have the support of a majority of the employees in the proposed unit?
XX YES _____ NO

11. TOTAL NUMBER OF EMPLOYEES IN THE UNIT proposed in item 6: 77 of 105

12. DESCRIPTION OF THE METHOD BY WHICH THE MAJORITY STATUS OF THE EMPLOYEE ORGANIZATION HAS BEEN VERIFIED:

The number of employees paying dues was verified by the Clerk's Office.

13. DATE OF EXPIRATION OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT covering any employee within the proposed unit, if any: 10/01/2017

14. ORGANIZATIONS OTHER THAN PETITIONER which claim to represent any of the employees in the unit set forth in item 6, above, if known. (If none, so state) N/A

15. (a) HAS A REPRESENTATION ELECTION BEEN CONDUCTED within the preceding twelve (12) months among any of the employees in the proposed unit?

_____ YES XX NO

(b) If answer to (a) is Yes, give the date of the last election: _____

16. NOTICE TO EMPLOYEES:

If approved by the Public Employees Relations Commission, this petition will result in the organization being certified as the exclusive bargaining agent for all employees in the unit described above. No election will be conducted. Any person who objects to approval of the petition must file written notice with the Public Employees Relations Commission, stating the basis for such objection, within twenty (20) days after initial posting of this notice.

17. (a) LIST OF LOCATIONS WHERE COPIES OF THIS FORM HAVE BEEN POSTED BY THE EMPLOYER:

1515 West Fairfield Drive Pensacola, FL 32501

(b) Date of initial posting: 04/06/2018

18. (a) The public employer recognizes the employee organization named in item 1 as the collective bargaining representative of the employees in the unit described in item 6.

(b) Attached hereto is documentary evidence of such recognition (e.g. formal resolution or official minutes reflecting the act of recognition).

(c) The public employer has mailed copies of this executed form and attachments to the organizations listed in item 14.

19. DATE OF EXECUTION OF PART II:_____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL]

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

PART III - PETITION

INSTRUCTIONS:

Upon receipt of Part II from the public employer, the employee organization shall execute Part III and file the original and one (1) copy of the fully executed Petition and of the job descriptions for all classifications of employees to be included in the unit with the Commission.

20. NAME AND TITLE OF PERSON EXECUTING PART III, if different from Petitioner Representative in item 2 above:

NAME: _____

Title:_____ Phone No. _____

Address:_____

_____
Zip Code

I have read the above form and all attachments. The statements contained therein are true to the best of my knowledge and belief.

21. DATE OF EXECUTION OF PART III: _____

_____
Signature of Petitioner Representative

FALSE STATEMENTS MAY RESULT IN FINE AND IMPRISONMENT PURSUANT TO CHAPTER 837, FLORIDA STATUTES

ATU 1395 Union Dues January 2018

Employee L Name	Employee F Name	Total Amt[2]
ALEXANDER	PHILIP	54.94
ALLEN	PATRICIA	38.94
ALVERSON	DAVID	54.94
ARCHIBALD	SOPHIA	54.94
BAKER	PAUL	19.47
BESS	JEROME	54.94
BOYKINS	WANDA	54.94
BRADSHAW	MICHELLE	54.94
BROOKS	MICHAEL	54.94
BROOKS	JANET	54.94
BROUGHTON	VALEREE	54.94
BROWN	VICKIE	38.94
BROWN	RORY	54.94
BROWN	QUEENIE	54.94
BULLOCK	JOHN	54.94
BURNETT	WEBBIE	54.94
BYNUM	VERONICA	54.94
CARTER	WILLIE	54.94
COUTU	WAN	54.94
CREWS	RICKY	54.94
DEBENEDETTO	DONNA	38.94
DEES	JEVON	54.94
DEVAUGHN	LALONDA	54.94
DIXON	ADIDAS	54.94
ENGLISH	FOREST	54.94
FERGUSON	MARGARET	54.94
FILLINGIM	JANET	54.94
FOX	EDNA	54.94
GIBBS	SHAWN	54.94
GIBSON	MAUREEN	54.94
GREEN	VALERIE	54.94
HERRIN	JOSEPH	54.94
HUFFSTETLER	LAURIE	54.94
JACKSON	AARON	54.94
JAQUEZ	RUBEN	54.94
JONES	VONNELL	54.94
KILGO	SEAN	54.94
KING	AMY	54.94
KITCHEN	ROBERT	54.94

LIDDELL	CEDRIC	54.94
LOWERY	BRIGITTE	54.94
LOWERY	MICHAEL	54.94
LUCKEY	DEBORAH	54.94
LUOMA	LISA	54.94
MADISON	WANDA	54.94
MCCORMICK	GWENDOLYN	54.94
MCINTYRE	JAMES	54.94
MCWHITE	RASHAD	54.94
MICHAUD	NICHOLAS	54.94
MILLER	CHARLES	54.94
MORENO	JOSE	54.94
MORIL	VIMONLUCK	54.94
PATE	TIFFANY	54.94
PROSSER	OUIDA	54.94
PULLEN	JOSEPH	38.94
RICH	ASIA	54.94
ROBINSON	LINA	54.94
ROY	ROBERT	54.94
SCOTT	JAMES	54.94
SIMMONS	ERNEST	54.94
SMITH	JOHN	54.94
SMITH	DANNY	54.94
SMITH	SHALONDA	54.94
STALLWORTH	JERRY	54.94
STALLWORTH	DEWITT	54.94
STANBERRY	ALICE	54.94
STANTON	JAMES	54.94
STANTON	MARYANN	54.94
THOMAS	SHANTIA	54.94
THREAT	STEPHANIE	54.94
WEEKLEY	BERNARD	54.94
WHITE	CHARLES	54.94
WHITE	JERRY	54.94
WIGGINS	CLARANETTA	54.94
WILLIAMS	YOLANDA	54.94
WIRES	ARLENE	54.94
WISE	ALAN	54.94
YOUNG	MICHAEL	38.94
Total		4169.85

Total employees : 76

ATU 1395 Union Dues February 2018

Employee L Name	Employee F Name	Total Amt[2]
ALVERSON	DAVID	54.94
ARCHIBALD	SOPHIA	54.94
BAKER	PAUL	38.94
BESS	JEROME	54.94
BOYKINS	WANDA	54.94
BRADSHAW	MICHELLE	54.94
BROOKS	MICHAEL	54.94
BROOKS	JANET	54.94
BROUGHTON	VALEREE	54.94
BROWN	VICKIE	38.94
BROWN	RORY	54.94
BROWN	QUEENIE	54.94
BULLOCK	JOHN	54.94
BURNETT	WEBBIE	54.94
BYNUM	VERONICA	54.94
CARTER	WILLIE	54.94
COUTU	WAN	54.94
CREWS	RICKY	54.94
DEBENEDETTO	DONNA	38.94
DEES	JEVON	54.94
DEVAUGHN	LALONDA	54.94
DIXON	ADIDAS	54.94
ENGLISH	FOREST	54.94
FERGUSON	MARGARET	54.94
FILLINGIM	JANET	54.94
FOX	EDNA	54.94
GIBBS	SHAWN	54.94
GIBSON	MAUREEN	54.94
GREEN	VALERIE	54.94
HERRIN	JOSEPH	54.94
HUFFSTETLER	LAURIE	54.94
JACKSON	AARON	54.94
JAQUEZ	RUBEN	54.94
JONES	VONNELL	54.94
KILGO	SEAN	54.94
KITCHEN	ROBERT	54.94
LIDDELL	CEDRIC	54.94
LOWERY	BRIGITTE	54.94
LOWERY	MICHAEL	54.94
LUCKEY	DEBORAH	54.94
LUOMA	LISA	54.94

MADISON	WANDA	54.94
MCCORMICK	GWENDOLYN	54.94
MCINTYRE	JAMES	0
MCWHITE	RASHAD	54.94
MICHAUD	NICHOLAS	54.94
MILLER	CHARLES	54.94
MORENO	JOSE	54.94
MORIL	VIMONLUCK	54.94
PATE	TIFFANY	54.94
PROSSER	OUIDA	54.94
PULLEN	JOSEPH	38.94
RICH	ASIA	54.94
ROBINSON	LINA	54.94
ROY	ROBERT	54.94
SCOTT	JAMES	54.94
SIMMONS	ERNEST	54.94
SMITH	JOHN	54.94
SMITH	DANNY	54.94
SMITH	SHALONDA	54.94
STALLWORTH	JERRY	54.94
STALLWORTH	DEWITT	54.94
STANBERRY	ALICE	54.94
STANTON	JAMES	54.94
STANTON	MARYANN	54.94
THOMAS	SHANTIA	54.94
THREAT	STEPHANIE	54.94
WEEKLEY	BERNARD	46.94
WHITE	CHARLES	54.94
WHITE	JERRY	54.94
WIGGINS	CLARANETTA	54.94
WILLIAMS	YOLANDA	54.94
WIRES	ARLENE	54.94
WISE	ALAN	54.94
YOUNG	MICHAEL	38.94
Total		**3,977.56**

Total Employees: 77

Escambia County Area Transit Bargaining Unit represented by the Amalgamated Transit Union Local 1395, AFL-CIO, CLC

FULL-TIME BUS OPERATORS

Safety Team	#	Name	current ranking	Hire Date Vacation	Seniority Date Bidding	Status	Current Status	Union Position	Union Status	years of service	years of safety award	next safety yr. award	years of service award	Base Pay Rate
	1	Willie Carter	1	10/12/1974	10/12/1974	Full-time		Sergeant of the Arms	Union Member	43	40		40	$19.09
	2	James McIntrye	2	7/4/1981	8/24/2015	Full-time	Duel Seniority Date 7/4/81-9/22/12		Union Member	36	35	2019/35	30	$19.09
	3	Alice Stanberry	3	8/12/1985	8/12/1985	Full-time			Union Member	32	30	2023/35	30	$19.09
	4	Janet Fillingim	4	10/20/1986	6/10/1985	Full-time			Union Member	31	30	2021/35	30	$19.09
	5	Jerry Stallworth	5	6/10/1985	6/10/1985	Full-time			Union Member	32	30	2020/35	30	$19.09
	6	Alfornette Williams	6	7/18/1985	7/18/1985	Full-time			Non-Member	32	30	2020/35	30	$19.09
	7	Sophia Archibald	7	8/19/1987	8/19/1987	Full-time			Union Member	30	25	2017/30	25	$19.09
	8	Michael Lowery	8	4/10/1995	4/10/1995	Full-time	Certified Driver Trainer	President/Business Agent	Union Member	22	20	2020/25	20	$19.09
	9	Maryann Stanton	9	5/1/1995	5/1/1995	Full-time		Recording Secretary	Union Member	22	20	2020/25	20	$19.09
	10	Shaun Gibbs	10	2/12/1996	2/12/1996	Full-time			Union Member	21	20	2021/25	20	$19.09
	11	Jose Moreno	11	2/12/1996	2/12/1996	Full-time			Union Member	21	20	2021/25	20	$19.09
	12	Jerry White	12	9/3/1996	9/3/1996	Full-time			Union Member	21	20	2022/25	20	$19.09
	13	Gwen McCormick	13	9/9/1996	9/9/1996	Full-time			Union Member	21	20	2021/25	20	$19.09
	14	Janet Brooks	14	1/2/1997	1/2/1997	Full-time		Senior Executive Board Officer	Union Member	21	20	2022/25	20	$19.09
	15	Ruben Jaquez	15	3/11/1997	3/11/1997	Full-time			Union Member	20	20	2017/20	20	$19.09
	16	Elaine Wiggins	16	6/2/1998	8/11/1998	Full-time			Union Member	19	15	2018/20	15	$19.09
	17	Amy King	17	12/9/1998	12/9/1998	Full-time			Non-Member	19	15	2018/20	15	$19.09
	18	Queenie Brown	18	3/25/1999	3/25/1999	Full-time		Shop Steward	Union Member	18	15	2019/20	15	$19.09
	19	Vonnell Jones	19	5/15/1999	5/15/1999	Full-time		Shop Steward	Union Member	18	15	2019/20	15	$19.09
	20	Dewitt Stallworth	20	6/16/1999	6/16/1999	Full-time			Union Member	18	15	2019/20	15	$19.09
	21	Charles Miller	21	1/28/2000	1/28/2000	Full-time			Union Member	17	15	2020/20	15	$19.09
	22	Phillip Alexander	22	12/27/2002	12/27/2002	Full-time			Union Member	15	10	2019/ 15	10	$19.09
	23	Mary Butler	23	5/3/2003	5/3/2003	Full-time			Union Member	14	10	2020/ 15	10	$19.09
	24	Valerie Broughton	24	5/7/2003	5/7/2003	Full-time			Union Member	14	10	2018/15	10	$19.09
	25	Wanda Boykins	25	5/26/1998	5/7/2003	Full-time		VP/Executive Board	Union Member	19	10	2018/15	15	$19.09
	26	Rosalyn Malone	26	5/7/2003	5/7/2003	Full-time			Non-Member	14	10	2018/15	10	$19.09
	27	Wanda Madison	27	5/7/2003	5/7/2003	Full-time			Union Member	14	10	2019/15	10	$19.09
	28	Margaret Ferguson	28	12/17/2007	12/17/2007	Full-time			Union Member	10	5	2017/10	5	$19.09
	29	Kathy Quinn	29	8/16/2006	12/17/2007	Full-time			Non-Member	11	10	2017/10	10	$19.09
	30	Joseph Herrin	30	4/22/2009	4/22/2009	Full-time			Union Member	8	5	2019/10	5	$19.09
	31	Oulda "Elaine" Prosser	31	4/23/2009	4/23/2009	Full-time	Certified Driver Trainer	Shop Steward	Union Member	8	5	2019/10	5	$19.09
	32	Debra Luckey	32	2/22/2010	2/22/2010	Full-time			Union Member	7	5	2020/10	5	$19.09
	33	Arlene Wires	33	7/26/2010	7/26/2010	Full-time		Senior Vice President	Union Member	7	5	2020/10	5	$19.09
	34	Rashad McWhite	34	7/26/2010	7/26/2010	Full-time			Union Member	7	5	2021/10	5	$19.09
	35	Jevon Dees	35	5/4/2011	9/23/2012	Full-time			Union Member	6	5	2022/10	5	$19.09
	36	Webbie Burnett	36	8/9/2011	9/23/2012	Full-time			Union Member	6	5	2021/10	5	$19.09
	37	John Smith	37	5/4/2011	9/23/2012	Full-time			Union Member	6	5	2020/5		$19.09
	38	Cedric Liddel	38	8/22/2011	11/2/2011	Full-time			Union Member	6	5	2017 / 5		$19.09
	39	Wan Coutu	39	8/14/2006	11/19/2012	Full-time			Union Member	11	5	2018/5	5	$19.09
	40	Terrance Malone	40	11/19/2012	3/31/2013	Full-time			Non-Member	5	0	2019 / 5		$19.09
	41	Lina Robinson	41	4/8/2013	5/30/2013	Full-time			Union Member	4	0	2020 / 5		$19.09
	42	Ernest Simmons	42	4/8/2013	6/5/2013	Full-time			Union Member	4	0	2020 / 5		$19.09
	43	Shalonda Smith	43	8/22/2011	3/2/2014	Full-time			Union Member	6	5	2021/10	5	$19.09
	44	Forest English	44	10/6/2011	3/2/2014	Full-time		Executive Board Officer	Union Member	6	5	2021/10	5	$19.09
	45	Adidas Dixon	45	4/8/2013	6/1/2014	Full-time			Union Member	4	0	2018/5		$19.09
	46	Lalonda Devaughn	46	1/13/2014	6/1/2014	Full-time	Financial Secretary / Treasurer		Union Member	4	0	2019/5		$19.09
	47	Charles White	47	8/13/2001	6/1/2014	Full-time			Union Member	16	0	2019/5	10	$19.09
	48	Rory Brown	48	4/14/2014	3/1/2015	Full-time			Union Member	3	0	2019/5		$19.09
	49	Lisa Louma	49	4/14/2014	4/12/2015	Full-time			Union Member	3	0	2019/5		$19.09
	50	Michael Brooks	50	9/15/2014	5/10/2015	Full-time			Union Member	3	0	2019/5		$19.09
	51	Ricky Crews	51	6/9/2014	6/7/2015	Full-time			Union Member	3	0	2020/5		$19.09
	52	Brigitte Lowery	52	3/30/2015	8/2/2015	Full-time			Union Member	2	0	2020/5		$16.23
	53	Edna Fox	53	3/30/2015	9/8/2015	Full-time			Union Member	2	0	2021 / 5		$16.23
	54	Jerome Bess	54	7/13/2015	10/25/2015	Full-time		Shop Steward / CLC Delegate	Union Member	2	0	2020/5		$16.23
	55	Michell Bradshaw	55	3/30/2015	12/11/2015	Full-time	duel seniority applied	120 days from 4/10/16 back	Union Member	2	0	2021/5		$16.23
	56	Maureen Gibson	56	7/13/2015	1/6/2016	Full-time		CLC Delegate	Union Member	2	0	2020/5		$16.23
	57	Shantia Thomas	57	1/25/2016	4/1/2016	Full-time			Union Member	2	0	2022/5		$14.32
	58	Stephanie Threat	58	1/25/2016	11/6/2016	Full-time			Union Member	2	0	2023/5		$14.32

Safety Team	#	Name	current ranking	Hire Date Vacation	Seniority Date Bidding	Status	Current Status	Union Position	Union Status	years of service	years of safety award	next safety yr. award	years of service award	Base Pay Rate
	59	Robert Kitchen	59	1/25/2016	11/6/2016	Full-time			Union Member	2	0	2021/5		$14.32
	60	Asia Rich	60	3/20/2016	1/9/2017	Full-time	seniority maintained from previous service at ECAT		Union Member	1	0	2022/5		$14.32
	61	Moril Vimonluck	61	6/6/2016	1/9/2017	Full-time	Seniority from ECCT		Union Member	1	0	2022/5		$14.32
	62	Laurie Huffstetler	62	4/1/2016	7/30/2017	Full-time			Union Member	1	0	2021/5		$14.32
	63	Veronica Bynem	63	1/9/2017	7/30/2017	Full-time			Union Member	1	0	2022/5		$14.32
	64	Valerie Green	64	7/25/2016	7/30/2017	Full-time	Seniority from ECCT		Union Member	1	0	2022/5		$14.32
	65	Yolanda Williams	65	6/5/2017	7/30/2017	Full-time			Union Member	0	0	2022/5		$14.32
	66	Tiffany Pate	66	6/5/2017	7/30/2017	Full-time			Union Member	0	0	2022/5		$14.32
	67	Diel, Cynthia	67	6/5/2017	7/30/2017	Full-time			Union Member	0	0	2022/5		$14.32

PART-TIME BUS OPERATORS

	Bus Operators	ranking	Hire Date	Seniority Date Bidding	Status		UNION STATUS					
	Tarah Lovette	1	1/25/2002	2/21/2018	Part-time	Seniority from ECCT	Union Member	0	0	2023/5		$14.32
	Norris White	2	2/21/2018	2/21/2018	Part-time		Union Member	0	0	2023/5		$8.25
	Penny Dixon	3	2/21/2018	2/21/2018	Part-time		Union Member	0	0	2023/5		$8.25
	Jeff Hathway	4	2/21/2018	2/21/2018	Part-time		Union Member	0	0	2023/5		$8.25
	Open Position	5										
	Open Position	6										
	Open Position	7										
	Open Position	8										
	Open Position	9										
	Open Position	10										

PART TIME TROLLEY OPERATORS

Team	#	Name	Current	Hire Date/Vacation	Seniority Date Bidding	Status			Union Status					
	1	Patricia Allen	1	5/4/2003	5/19/2003	Part-time			Non-Member	14	10	2018/15	10	$14.32
	2	Steven Wolfe	2	10/6/2011	12/2/2011	Part-time			Non-Member	6	0	2019/5		$14.32
	3	Richard Ulewicz	3	10/6/2011	12/2/2011	Part-time			Non-Member	6	0	2021/10	5	$14.32
	4	Henry Tomlinson	4	6/27/2002	9/23/2012	Part-time			Non-Member	15	0	2017/5	10	$14.32
	5	Paul Baker	5	12/17/2007	3/31/2013	Part-time		Shop Steward	Union Member	10	5	2017/10	5	$14.32
	6	Latonia Marshall	6	9/1/2015	10/25/2015	Part-time			Non-Member	2	0	2021/5		$14.32
	7	Cynthia Trantham	7	9/1/2015	10/25/2015	Part-time			Non-Member	2	0	2020/5		$14.32
	8	Donna Debenedetto	8	1/9/2017	6/18/2017	Part-time			Union Member	0	0	2022/5		$14.32

FULL TIME CUSTOMER SERVICE ASSOCIATES

Team	#	Name	Current	Hire Date/Vacation	Seniority Date Bidding	Status			Union Status					
	1	Bert Millender	1	10/2/2012	10/2/2012	Full-time	(Lead)		Non-Member	5	n/a			$11.41
	2	Joe Pullen	2	1/17/2005	9/1/2015	Full-time		Shop Steward	Union Member	12	n/a		10	$10.41
	4	Michael Ard	1	10/28/2002	6/27/2003	Part-time			Non-Member	15	n/a		10	$10.41
	5	Jennifer McInnis		1/30/2018	1/30/2018	Full-time			Non-Member	0	n/a			$10.41

NOTE: Lead Associate receives an additional $1.00 a hour pay

MAINTENANCE TECHNICIANS/FUELERS/and CLEANERS

Team		Name		Rank/Dept.	Hire Date	Rank Fuel/Clean	Rank/Mech.	Status		Union Status					
Master	1	Wise	Alan	1	10/12/1984		1	Full-time		Union Member	33	n/a		30	$23.43
II	2	Smith	Danny	2	5/20/1985		2	Full-time		Union Member	32	n/a		30	$21.05
III	3	Stanton	Jim	3	7/19/1985		3	Full-time	Chief Shop Steward	Union Member	32	n/a		30	$22.13
Master	4	Alverson	David	4	4/21/1997		4	Full-time		Union Member	20	n/a		15	$23.43
Master	5	Rhodes	Wesley	5	3/5/2005		5	Full-time		Non-Member	12	n/a		10	$23.43
I	6	Scott	James	6	10/1/2005		6	Full-time		Union Member	12	n/a		10	$20.23

Safety Team	#	Name		current ranking	Hire Date Vacation	Seniority Date Bidding		Status	Current Status	Union Position	Union Status	years of service	years of safety award	next safety yr. award	years of service award	Base Pay Rate
Master	7	Forsman	Patrick	7	11/6/2006		7	Full-time			Non-Member	11	n/a		5	$23.43
Master	8	Hall	David	8	11/10/2008		8	Full-time			Non-Member	9	n/a		5	$23.43
Master	9	Roy	Robert	9	8/25/2014		9	Full-time		Shop Steward	Union Member	3	n/a			$23.43
III	10	Bullock	David	10	11/10/2014		10	Full-time			Union Member	3	n/a			$22.13
Master	11	Michaud	Nick	11	2/2/2015		11	Full-time			Union Member	2	n/a			$23.43
II	12	Kilgo	Sean	12	5/1/2016		12	Full-time			Union Member	1	n/a			$21.05
Utility	13	Young	Michael	13	5/1/2016	1		Full-time			Union Member	1	n/a			$12.44
Cleaner	14	Brown	Vickie	14	5/16/2016	2		Full-time			Union Member	1	n/a			$11.38
II	15	Jackson	Aaron	15	8/10/2016		13	Full-time			Union Member	1	n/a			$21.05
Utility	16	Walden	Kristopher	16	1/17/2017	3		Full-time			Union Member	1	n/a			$12.44
Cleaner	17	Weekley	Bernie	17	8/11/2008	4		Full-time			Union Member	9	n/a			$14.22

NOTE: Technicians pay is shown as base rate. Does not include ASE passed Certifications pay or in some cases - shift differential pay

Rotating Promotion Seniority List to Full-Time Bus Operator				Current Status		Full Time Ranking
1	Allen	Patricia		Trolley	Only	Staying Part-time
2	Wolfe	Steven		Trolley	Only	Staying Part-time
3	Ulewicz	Richard		Trolley	Only	Staying Part-time
4	Tomlinson	Henry		Trolley	Only	Staying Part-time
5	Baker	Paul		Trolley	Only	Staying Part-time
6	Prindle	Chystina		Trolley	Only	Staying Part-time
7	Marshall	Latonia		Trolley	Only	Staying Part-time
8	Trantham	Cynthia		Trolley	Only	Staying Part-time
9	Debenedetto	Donna		Trolley		
10	Lovette	Tarah	Part-time Bus Operator			1
11	White	Norris	Part-time Bus Operator			2
12	Dixon	Penny	Part-time Bus Operator			3
13	Hathway	Jeff	Part-time Bus Operator			4
						5

Updated by Union President / Business Agent Michael A. Lowery dated 2/22/18

Questions on this List: Contact - Mike Lowery, President/Business Agent (850) 554-6034

Note: The Union President/Business Agent controls Seniority placement on list - Not the Company

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13911 **County Attorney's Report 10. 1.**
BCC Regular Meeting **Information**
Meeting Date: 04/05/2018
Issue: Smyrna Baptist Church of Pensacola, Inc. v. Board of Adjustment of Escambia County, Florida; Case No.: 2017 CA 001937
From: Kristin Hual, Senior Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Smyrna Baptist Church of Pensacola, Inc. v. Board of Adjustment of Escambia County, Florida; Case No.: 2017 CA 001937.

That the Board accept the following information in the matter of *Smyrna Baptist Church of Pensacola, Inc. v. Board of Adjustment of Escambia County, Florida*; Case No.: 2017 CA 001937:

On March 20, 2018, the Court issued a Final Order denying Petitioner, Smyrna Baptist Church of Pensacola, Inc.'s Petition for Writ of Certiorari requesting the Court quash the Board of Adjustment's decision rendered on November 15, 2017, granting an application filed by Parvati Lodging, LLC, for a conditional use permit to serve alcohol inside a lodging establishment located within 1,000 feet of a place of worship. As requested in the County's Response, the Court affirmed the BOA's decision after concluding due process was accorded, the BOA complied with the essential requirements of the law, and the BOA's decision was based upon competent substantial evidence.

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

Final Order - Case No.: 2017 CA 001937

Filing # 69542139 E-Filed 03/20/2018 02:59:57 PM

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

SMYRNA BAPTIST CHURCH OF PENSACOLA, INC.

Petitioner,

v. **Case No.: 2017-CA-1937**

BOARD OF ADJUSTMENT OF ESCAMBIA COUNTY, FLORIDA

Respondent.

_____/

FINAL ORDER DENYING PETITIONER'S PETITION FOR WRIT OF CERTIORARI

THIS CAUSE came before the court upon the Petitioner's Petition for Writ of Certiorari. The Court having reviewed the pleadings, the record, and applicable case law, and being otherwise fully advised in the premises finds as follows:

Petitioner requests this Court quash the November 15, 2017 quasi-judicial order of the Board of Adjustment of Escambia County approving an Application for a Conditional Use to permit the serving of alcohol inside the Clarion Hotel which Petitioner asserts is within 1000 feet of Petitioner's house of worship.[1] A hearing was held on November 15, 2017 and the Board voted 5-1 to approve the conditional use. At the outset, it is noted that Certiorari is an extraordinary remedy that never was intended to redress mere legal error." State, Dept. of Children & Families v. B.D., 102 So. 3d 707, 708 (Fla. 1st DCA 2012)(citations omitted). In analyzing a petition, a court is to determine whether the petitioner was accorded procedural due process, whether the essential requirements of law have been observed, and whether the Respondent's decision is

1 The Court notes there seemed to be a factual dispute as to whether Petitioner's building was within 1000 feet of the hotel. However, it is not disputed that another church's building was within 1000 feet of the hotel.

supported by competent, substantial evidence. City of Deerfield Beach v. Valliant, 419 So. 2d 624 (Fla. 1982). It is not for this Court to second guess the lower tribunal's weighing of the evidence before it. Wallace Corp. v. City of Miami Beach, 793 So. 2d 1134, 1139 (Fla. 1st DCA 2001)("[I]t is the role of the fact finder, not this court, to weigh the evidence."). "The required "departure from the essential requirements of law" means something far beyond legal error. It means an inherent illegality or irregularity, an abuse of judicial power, an act of judicial tyranny perpetrated with disregard of procedural requirement, resulting in a gross miscarriage of justice. The writ of certiorari properly issues to correct essential illegality but not legal error." Jones v. State, 477 So. 2d 566, 569 (Fla. 1985)(Boyd, C.J., concurring specially).

In this case, the record reflects that the Board of Adjustment accorded Petitioner due process, complied with the essential requirements of the law, and that its ultimate decision was supported by competent substantial evidence. As the trier of fact it was the Board of Adjustment's responsibility to assess the credibility of the witnesses and decide on what weight to give that testimony. It is improper for this Court to reevaluate credibility or reweigh evidence. Bd, of County Com'rs of Pinellas County v. City of Clearwater, 440 So.2d 497, 499 (Fla. 2nd DCA 1983). The fact that this Court may have decided the issue differently than the Board of Adjustment is irrelevant to this Petition. This Court's task is to find whether (1) due process was accorded, (2) the Board of Adjustment complied with the essential requirements of law, and (3) the Board of Adjustment's decision was based upon competent substantial evidence. The Court finds the record reflects that the Board of Adjustment met those requirements. [2]

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2 The Board of Adjustment also argues that Petitioner has raised issues that were not properly preserved for appeal. See Clear Channel Communication, Inc. v. City of North Bay Village, 911 So.2d 188 (Fla. 3rd DCA 2005). The Court believes it is not necessary to address this specific issue because the Court is basing its ruling on the premise that the issues Petitioner raised were preserved. Obviously, if the issues were not preserved, then the Court's ruling would still stand.

Therefore it is **ORDERED** that the Petitioner's Petition is **DENIED**.

DONE AND ORDERED at Pensacola, Escambia County, Florida.

eSigned by CIRCUIT COURT JUDGE J. SCOTT DUNCAN in 2017 CA 001937
on 03/20/2018 09:38:14 rhNROhiW

Cc:
Susan Ojeda
Carolyn Gramlich
Kristin Hual