**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 – June 7, 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 May.

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation commending and congratulating Janice Floyd, a Human Resources Supervisor for Employment in the Human Resources Department, on her selection as "Employee of the Month" for June 2018;

B. The Proclamation commending and congratulating Evelyn Meador on her retirement and outstanding record of service, and expressing its appreciation for her 30 years of faithful and dedicated service to the citizens of Escambia County and the State of Florida; and

C. The Proclamation welcoming Benjamin Crump to Pensacola, commending and congratulating him on his many accomplishments, and wishing him success in his future endeavors.

7. Written Communication

May 18, 2018, Communication from Fran Ogden regarding issues surrounding building permits granted for 5312 Pale Moon Drive.

8. 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.

9. 5:31 p.m. Public Hearing for consideration of the Vacation of the eastern portion of Kersey Road, on the Board's own motion.

Recommendation: That the Board take the following action concerning the Vacation of the eastern portion of Kersey Road, on the Board's own motion:

A. Approve or deny the Vacation of the unopened and unmaintained right-of-way portion of Kersey Road;

B. Adopt the Resolution to Vacate; and

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

This property is located in Commission District 1.

10. 5:32-A p.m. and 5:32-B p.m. Public Hearing for consideration of the Vacation of a portion of "X" Street and a portion of West Strong Street, respectively, as petitioned by Brownsville Assembly of God.

Recommendation: That the Board take the following action regarding a Petition to Vacate a Portion of "X" Street and a Portion of West Strong Street:

5:32-A p.m. Public Hearing for consideration of the Vacation of a portion of "X" Street, as petitioned by Brownsville Assembly of God:

A. Approve or deny the Vacation of a portion of "X" Street (51' right-of-way, approximately 15,555 square feet), as petitioned by Brownsville Assembly of God;

B. Accept the Hold Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

5:32-B p.m. Public Hearing for consideration of the Vacation of a portion of West Strong Street, as petitioned by Brownsville Assembly of God:

A. Approve or deny the Vacation of a portion of West Strong Street (55' right-of-way, approximately 20,244 square feet), as petitioned by Brownsville Assembly of God;

B. Accept the Hold Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

These properties are located in Commission District 3.

11. Reports:

## CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of TDT Collection Data for the March 2018 Returns Received in April 2018

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the March 2018 returns received in the month of April 2018, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the seventh month of collections for the Fiscal Year 2018; total collections for the month of March 2018 returns was $986,822.46; this is a 14.40% increase over the March 2017 returns; total collections year to date are 7.33% more than the comparable timeframe in Fiscal Year 2017.

2. Recommendation Concerning Acceptance of the April 30, 2018 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended April 30, 2018, as required by Ordinance Number 95-13; on April 30, 2018, the portfolio market value was $371,954,272 and portfolio earnings totaled $304,167 for the month; the short-term portfolio yield 1.43%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 1.69%; the long-term CORE portfolio achieved a yield of 2.53%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.57%.

3. Recommendation Concerning Proclamation Declaring State of Local Emergency

That the Board accept, for filing with the Board's Minutes, the Proclamation Declaring State of Local Emergency due to the imminent threat of Tropical Storm Alberto, effective for seven (7) days beginning 5:00 p.m., central time, on May 25, 2018; the Proclamation was executed by the Chairman and filed with the Department of State on May 25, 2018.

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 Financial Statements September 30, 2017, as provided by Amanda Bedenbaugh, Chief, Bureau of Finance and Accounting, Northwest Florida Water Management District;

B. A copy of the Third Amendment to Economic Development Transportation Project Fund Agreement (On-System), executed by the Chairman on April 26, 2018, based on the Board's action of November 30, 2017, authorizing the Chairman to sign any other documents associated with time extensions, subject to Legal sign-off, without further action of the Board; and

C. Closing documents for sale of surplus properties located at 13 Elegans Avenue and 200 Block of Seamarge Lane, based on the Board's action of July 10, 2014, approving the sale of 19 parcels of real property that were escheated to the County.

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 May 10, 2018;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 17, 2018; and

C. Approve the Minutes of the Regular Board Meeting held May 17, 2018.

# GROWTH MANAGEMENT REPORT

I. Public Hearings

1. Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on May 1, 2018

That the Board take the following action concerning the rezoning cases heard by the Planning Board on May 1, 2018:

A. Review and either adopt, modify, or reject the Planning Board's recommendations for Rezoning Cases Z-2018-04, Z-2018-05, and SPZ-2018-01 or remand the cases back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

| | |
|---|---|
| **1. Case No.:** | ***Z-2018-04*** |
| Address: | 1529 Ora Drive and Behind 1529 Ora Drive |
| Property Reference No.: | 29-2S-31-2002-000-000 and 29-2S-31-2202-000-002 |
| Property Size: | 11.51 (+/-) acres |
| From: | LDR, Low Density Residential district (four du/acre) and HDMU, High Density Mixed-use district (25 du/acre) |
| To: | MDR, Medium Density Residential district (10 du/acre) |
| FLU Category: | MU-S, Mixed-Use Suburban |
| Commissioner District: | 1 |
| Requested by: | Tom Hammond, Agent for Dog Track Area Developers, LLC, Owners |
| Planning Board Recommendation: | Approval |
| Speakers: | Tom Hammond, Theresa Blackwell |
| **2. Case No.:** | ***Z-2018-05*** |
| Address: | 5900 W Nine Mile Road |
| Property Reference No.: | 06-1S-31-4402-000-000 |
| Property Size: | 10.19 (+/-) acres |
| From: | HDMU, High Density Mixed-use district (25 du/acre) and Com, Commercial district (25 du/acre) |
| To: | Com, Commercial district (25 du/acre) |
| FLU Category: | MU-S, Mixed-Use Suburban |

| | |
|---|---|
| Commissioner District: | 1 |
| Requested by: | Cynthia Mather, Agent for Airplane Services, Inc, Owner |
| Planning Board Recommendation: | Approval |
| Speakers: | Cynthia Mather |

**3. Case No.: SPZ-2018-01**

| | |
|---|---|
| Address: | 6355 Mockingbird Lane |
| Property Reference No.: | 35-1S-30-7117-000-000 |
| Property Size: | 4.86 (+/-) acres |
| Current Zoning: | MDR, Medium Density Residential district (10 du/acre) |
| To Allow: | A Mobile Home in MDR, Medium Density Residential district (10 du/acre) |
| FLU Category: | MU-U, Mixed-Use Urban |
| Commissioner District: | 3 |
| Requested by: | Wanda French-Hawkins, Agent for Jason Hawkins, Owner |
| Planning Board Recommendation: | Approval |
| Speakers: | Wanda French-Hawkins, Larry Downs, Jr. |

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

   That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on May 1, 2018, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 5, General Development Standards, Article 3, Division of Land, Section 5-3.3(i) Subdivision, Design and Maintenance, Infrastructure

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 5, General Development Standards, Article 3, Division of Land, Section 5-3.3(i) Subdivision, Design and Maintenance, Infrastructure, to remove reference to density bonus provision and the reduction in lot width for underground utilities.

4. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Zoning Regulations, Section 3-2.11 Heavy Commercial and Light Industrial District, Subsections 3-2.11(a), 3-2.11(b), 3-2.11(b)(6), 3-2.11(c), 3-2.11(d)(8), 3-2.11(g)

   That the Board of County Commissioners (BCC) review an Ordinance amending the Land Development Code (LDC) Chapter 3, Zoning Regulations, Section 3-2.11 Heavy Commercial and Light Industrial district (HC/LI), Subsection 3-2.11(a), Purpose; Subsection 3-2.11(b), Permitted Uses; Subsection 3-2.11(b)(6), Industrial and Related; Subsection 3-2.11(c) Conditional Uses; Subsection 3-1.22(d)(8), Site and Building Requirements, Other Requirements; creating Subsection 3-2.11(g), Performance Standards for Certain Parcels, to address industrial uses which are zoned HC/LI and located within Mixed-Use Suburban (MU-S) Future Land Use category.

   This hearing serves as the first of two public hearings.

5. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 3, Regarding HC/LI Uses

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC), Chapter 3, the HC/LI mainland zoning district, to modify district limits on new residential uses outside of the Industrial FLU, reduce single-family dwelling structure setbacks, and allow microbreweries and like facilities regardless of prior zoning.

   This hearing serves as the second of two public hearings.

II. Action Item

1. Recommendation Concerning Final Plat Smiley Place Permit # 1803876

That the Board take the following actions concerning recording of the Final Plat of Smiley Place, (a 26-lot single family residential subdivision), located in the Ensley Community and lying south of E. Nine Mile Road (U.S. Highway 90), east of Airway Drive and connected to Smiley Avenue. Owned and developed by Olde City Developers, LLC. Prior to recording, the County Surveyor, and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.7, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes:

A. Approve the final plat for recording;

B. Approve the street names “Smiley Court and Smiley Circle”;

C. Accept all public easements, stormwater pond and drainage improvements within public easements/public parcels, as depicted upon the final plat for permanent County maintenance; The cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management Municipal Services Benefit Unit (MSBU); and

D. Authorize the Chairman or Vice-Chairman to execute a Two-Year Warranty Agreement with Surety, for streets and drainage Improvements.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

**A. June 21, 2018**

**1.** 5:45 p.m. - A Public Hearing - HC/LI within MU-S Ordinance (second of two public hearings)

*Summary: LDC amendment to address consistency of certain permitted uses within the HC/LI zoning district when located within the MU-S Future Land Use category. This action is remedial in nature following DEO's recent determination in DEO Case Number 18-003.*

**2.** 5:46 p.m. - A Public Hearing - Comprehensive Text Plan Amendment - CPA-2018-01 (second of two public hearings)

*Summary: The Comprehensive Plan Amendment intends to remove the fiscal year and adoption specific dates from the Florida-Alabama Transportation Planning Organization, (FL-AL TPO), Transportation Improvements Plan (TIP), document. The TIP is frequently updated by the FL-AL TPO and the BOCC does adopt by ordinance, on an annual basis, the most up-to-date copy from the TPO document, as part of the Capital Improvements Annual Update. The second part of the amendment, is to remove Section FLU 1.5.2. The BOCC has previously adopted Ordinance 2015-45, removing minimum residential densities from all Future Land Use categories, therefore making the minimum density requirement of this Section, for MU-S FLU no longer applicable.*

**B. July 5, 2018**

**1.** 5:45 p.m. - A Public Hearing to amend the Official Zoning map to include the follow Rezoning case heard by the Planning Board on June 5, 2018.

| | |
|---|---|
| **Case No.:** | **Z-2018-06** |
| Address: | 15 Herman Street |
| Property Reference No.: | 05-2S-30-1002-000-033 |
| From: | HDMU, High Density Mixed-use district (25 du/acre) |
| To: | HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre) |
| FLU Category: | Com, Commercial |

| | |
|---|---|
| Commissioner District: | 3 |
| Requested by: | Wiley C. "Buddy" Page, Agent for Raymond and Sylvia Ward, Owner |

**2.** 5:46 p.m. - A Public Hearing - Distance Between Dwelling Units Ordinance

*Summary: The Ordinance is changing the language on the distance between dwelling units, to allow for more flexibility on site plans and to be more environmentally friendly. Distance between dwelling units may be required to have 30 feet between them. New added language will require that the distance does not have to exceed over 15 feet.*

**3.** 5:47 p.m. - A Public Hearing - Changes to the DSM from the April PAC Meeting Ordinance

*Summary: Changes to Chapter 1, Design Standards Manual (DSM) Chapter 1, Engineering, concerning stormwater ponds, roadway design, removing a reference to density bonus. LDC, Chapter 6 definitions, adding definition for conveyance system.*

**4.** 5:48 p.m. - A Public Hearing - Minor Subdivision Land Division Ordinance

*Summary: The Ordinance is clarifying the process of splitting lots or the division of land, creating a more established starting point of dividing land by using the Lot of Record as a starting point. For the purposes of the LDC, the lot of record (as defined in Chapter 6) is the reference for any division of land and the basis for determining the applicable review and approval process for such division.*

# COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition of Property of the Clerk & Comptroller's Office - Pam Childers, Clerk of the Circuit Court and Comptroller

   That the Board approve the Request for Disposition of Property Form for the Clerk & Comptroller's Office for all of the equipment, which is described and listed on the list provided with the Request Form, with reason for disposition stated. The items are to be auctioned as surplus or disposed of properly.

2. Recommendation Concerning the Request for Disposition of Property for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

   That the Board approve the five Request for Disposition of Property Forms for the Waste Services Department, for disposition of a Caterpillar Track Type Tractor (Form 1); a Probe for Vapor Analyzer, a Foxboro Vapor Analyzer, and a Variable Speed Pump (Form 2); a Kohler Generator, a 20 CY Roll Off Container and three 30 CY Roll Off Containers (Form 3); two 30 CY Roll Off Containers (Form 4); and a Conveyor System (Form 5).

   All property is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or appropriately recycled or disposed.

3. Recommendation Concerning the State of Florida, Division of Emergency Management, Statewide Mutual Aid Agreement, for Statewide Mutual Aid between the State of Florida and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

   That the Board take the following action regarding the State of Florida, Division of Emergency Management, Statewide Mutual Aid Agreement, for Statewide mutual aid between the State of Florida and Escambia County, Florida:

   A. Approve the State of Florida, Division of Emergency Management, Statewide Mutual Aid Agreement between the Florida Division of Emergency Management and Escambia County, Florida, for statewide mutual aid that would allow Escambia County to develop and enter into mutual Agreements within the State for reciprocal emergency aid, that is effective on the date of execution by the last-signing party and that shall automatically renew each year after its execution; and

   B. Authorize the Chairman or Vice Chairman to execute the Statewide Mutual Aid Agreement and any subsequent documentation related to the implementation of this Agreement.

4. Recommendation Concerning the Letter of Understanding between Zoll Data Systems, Inc., and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

   That the Board take the following action regarding the Letter of Understanding (LOU) between Zoll Data Systems, Inc., and Escambia County, Florida:

   A. Approve the LOU between Zoll Data Systems, Inc., and Escambia County, Florida, for the access and use of the NEMSIS V3 Third Party ePCR Import and Auto Attach software, that is effective on the date of execution by the last-signing party and that shall remain in effect for a period of two weeks; and

   B. Authorize the Chairman or Vice Chairman to execute the LOU.

5. Recommendation Concerning the Interagency Information Sharing Agreement for Vendor Personnel with the Santa Rosa County Sheriff's Office - Selina Barnes, Interim Director of Corrections

   That the Board take the following action:

   A. Approve the Interagency Information Sharing Agreement for Vendor Personnel with the Santa Rosa County Sheriff's Office; and

   B. Authorize the Interim Director, Selina Barnes, to sign the Agreement.

6. Recommendation Concerning Naming the Board's Public Forum as the "Gary Sansing Public Forum" - Jack R. Brown, County Administrator

   That the Board adopt and authorize the Chairman to sign the Resolution naming the Board's Public Forum as the "Gary Sansing Public Forum."

7. Recommendation Concerning Amendment No. 2 to the Florida Department of Environmental Protection Agreement No. RES04 for the Beach Haven Joint Stormwater & Wastewater Improvement Project Phase II - J. Taylor “Chips” Kirschenfeld, Director, Department of Natural Resources Management

   That the Board approve and authorize the Chairman to sign Amendment No. 2 to the Florida Department of Environmental Protection (DEP) Agreement No. RES04 for the Beach-Haven-Joint Stormwater & Wastewater Improvement Project Phase II, to add additional reporting requirements imposed by DEP.

8. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the Fireworks Event to Be Held at the Nature Trail Community on West Nine Mile Road - 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, for a Fireworks Event to be held at the Nature Trail Community located on West Nine Mile Road, specifically at 8775 Foxtail Loop, and sponsored by the Nature Trail Home Owners Association, with the fireworks display presented by Pyro Shows, Inc., on Saturday, June 30, 2018, from 8:45 p.m., to 9:00 p.m.

9. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 4th of July Fireworks Display to be discharged from behind the Flora-Bama Lounge on the Gulf Side of Perdido Key - Tim Tolbert, Building Official/Department Director

   That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, for a Fireworks Event to be held at the Flora-Bama Lounge on Perdido Key, specifically at 17401 Perdido Key Drive, with the fireworks display presented by Pyro Shows, Inc., on Wednesday, July 4, 2018, from 9:45 p.m., to 10:00 p.m.

10. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 4th of July Fireworks Display from a Barge off Quietwater Beach on the Sound Side of Pensacola 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, for the July 4th Fireworks Event to be held on a Barge on the Sound Side of Quietwater Beach, presented by Pyro Shows, Inc., on Wednesday, July 4, 2018, from 8:30 p.m., to 9:00 p.m.

11. Recommendation Concerning the Request for Disposition of Property for the Public Works Department - Joy Jones, P.E., Public Works Department Director

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

12. 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 June 21 2018, at 5:33 p.m., for the purpose of receiving comments from the public concerning the Fiscal Year (FY) 2018 amended 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.

[Funding: The Grant Application is for a total of $3,530,753. Operating Assistance of $2,500,000 requires a local 50% match of $2,500,000. Operating assistance will be reimbursed at 50% up to the allowed maximum of $2,500,000. The local match is included in the FY 2018 Budget. Preventive maintenance, Safety and Security, Baldwin County and ADA Paratransit Service funds requires a 20% local match of $257,688 which will be covered by Florida Toll Revenue Credits]

13. Recommendation Concerning the CareerSource Escarosa Infrastructure Funding Agreements with One-Stop Partners - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman to sign the Infrastructure Funding Agreements (IFAs) with the four one-stop partners listed below. The IFAs were contemplated by, and will become a part of, each partner's previously-approved Memorandum of Understanding (MOU) with CareerSource Escarosa. Each partner's IFA is titled as specified below.

| One Stop Partner | IFA Title |
|---|---|
| 1. Florida Department of Education, Division of Blind Services | Infrastructure Funding Agreement |
| 2. School Board of Escambia County | Amendment to the MOU |
| 3. Pensacola State College | Addendum to the MOU |
| 4. Community Action Program Committee, Inc. | Addendum to the MOU |

CareerSource Escarosa and its one-stop partners will continue to provide collaborative referrals between partners for appropriate services and activities, as well as methods to ensure the needs of workers and youth, including individuals with barriers to employment, have access to services through the one-stop delivery system. CareerSource Escarosa will serve as the convener for the Workforce Investment and Opportunity Act (WIOA) partner meetings.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Default on the Purchase of County-Owned Real Property Located at 1313 West Jackson Street - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board take the following action concerning Default on the Purchase of County-Owned Real Property Located at 1313 West Jackson Street (Account #: 15-0740-000, Reference #: 00-0S-00-9060-072-063). This parcel is located in District 2:

   A. Declare Olivia Rogers, the successful bidder of the parcel referenced above, to be in default of the terms of the Contract between her and the County for the purchase of the County-owned parcel located at 1313 West Jackson Street for failure to close in the timeframe prescribed by the terms of the Contract;

   B. Retain the deposit made by Ms. Rogers, in the amount of $743.40, for the parcel located at 1313 West Jackson Street; and

   C. Authorize the parcel to be re-advertised for sale at another auction.

2. Recommendation Concerning the Florida Commission for the Transportation Disadvantaged Trip & Equipment Grant Application - Mike Crittenden, Director Mass Transit

   That the Board take the following action regarding the Florida Commission for the Transportation Disadvantaged (FLCTD) Trip & Equipment Grant Application:

   A. Adopt and authorize the Chairman to sign the Resolution authorizing the County Administrator to be named as the Board's Registered Agent in Florida;

   B. Approve and authorize the County Administrator to sign the Transportation Disadvantaged Trip & Equipment Grant Application Form; and

   C. Approve and authorize the County Administrator to sign the Transportation Disadvantaged Trip & Equipment Grant Standard Assurances.

   [Funding: The Florida Commission for the Transportation Disadvantaged is expected to provide 90% of the funding, in the amount of $604,177. This Grant requires a 10% match. This amount, $67,131, is funded by fare box proceeds and budgeted in Fund 104 Cost Center 211215]

3. Recommendation Concerning the First Amendment to the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida - Cathy White, Court Administration

That the Board take the following action:

A. Approve the First Amendment to the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida, for the existing Veterans Court Coordinator position as outlined in Exhibit "A" of the First Amendment to the Agreement; and

B. Authorize the Chairman to sign the First Amendment to the Agreement and any amendments, requests for payment, or other related documents as may be required.

[Funding: The County agrees to provide funding for the existing Veterans Court Coordinator position through Court Innovation Article V, Local Option portion of the $65 Court Fee, according to Florida Statute 939.185(1)(a); whereas the Court agrees to reimburse the County for salary and benefits not to exceed the amounts outlined in Exhibit "A" of the First Amendment to the Agreement]

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

That the Board take the following action regarding the State-Funded Grant Agreement, Contract Number 19-BG-XX-01-27-01-XXX:

A. Approve the State of Florida, Division of Emergency Management (FDEM), State-Funded Grant Agreement Base Grant, providing funds in the amount of $105,806, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period July 1, 2018, through June 30, 2019;

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

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

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

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

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

[Funding: Fund 110, Other Grants and Project Funds, Cost Center 330405]

5. Recommendation Concerning PD15-16.042, Group Life Insurance Agreement - Eric Kleinert, Human Resources Department Director

   That the Board approve and authorize the County Administrator to sign the Group Insurance Amendment with Standard Insurance Company for Escambia County's Group Life Insurance (PD 15-16.042).

   [Funding: Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501]

6. Recommendation Concerning Notice of Award for the RESTORE Direct Component (Pot 1) South Dogtrack Drainage Design Project - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

   That the Board accept the RESTORE Direct Component (Pot 1) Notice of Award from the U.S. Department of the Treasury for Planning Assistance for the South Dogtrack Drainage Design Project, Grant Award No. 1 RDCGR080055-01-00, in the amount of $240,000.

   [Funding: Fund 118, Gulf Coast Restoration Fund. The Cost Center will be determined during the time of the Supplemental Budget Amendment]

7. Recommendation Concerning Supplemental Budget Amendment #114 - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board adopt the Resolution approving Supplemental Budget Amendment #114, Law Enforcement Trust Fund (121), in the amount of $211,783, to recognize additional revenues from various law enforcement activities, and to appropriate these funds into the Sheriff's Law Enforcement Trust (LET) Fund Budget, pursuant to Florida Statute 932.7055, to pay vouchers submitted for payment to various outside agencies and related Law Enforcement activities for the remainder of the Fiscal Year 2017/2018.

8. Recommendation Concerning Supplemental Budget Amendment #115 - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board adopt the Resolution approving Supplemental Budget Amendment #115, General Fund (001), in the amount of $53,116, to recognize the Sheriff's off-duty officer, insurance proceeds, auto repairs, firing range, and miscellaneous reimbursements/fees and to appropriate these funds into the Sheriff's Administrative Budget to offset operational expenses.

9. Recommendation Concerning the United States Department of Homeland Security, Federal Emergency Management Agency, and the State of Florida, Division of Emergency Management, Hazard Mitigation Grant Program for 1000 Pinoak Lane Acquisition, Demolition, and Open Space Conversion Project - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the Federally-Funded Subaward and Grant Agreement #18HM-H4-01-27-01-XXX, Project #4177-29-R, between the State of Florida Division of Emergency Management (FDEM), for the 1000 Pinoak Lane Acquisition, Demolition, and Open Space Conversion Project:

A. Approve and Authorize the Chairman to execute the Federally-Funded Subaward and Grant Agreement #18HM-H4-01-27-01-XXX, Project #4177-29-R, for the 1000 Pinoak Lane Acquisition, Demolition, and Open Space Conversion Project;

B. Authorize staff to pursue acquisition of 1000 Pinoak Lane, subject to Legal review and sign-off, including any Agreements, Easements, Hold Harmless Agreements, or other documents of conveyance, as may be required from the property owner designated in the Grant Agreement; and

C. Authorize the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and program-related documents for this project that do not alter the finite terms of funding amounts or budgets.

[Funding: Funding for the project is 100% Federal funding, due to leveraged funds from the Beach Haven Northeast Phase 1 Project that provides 100% Federal funding as a global match, under FDEM Non-Financial Agreement #FDEM No. 16NF-00-01-27-01-453, for all Escambia County 4177 disaster declaration Hazard Mitigation Grant Program (HMGP) projects]

This property is located in Commission District 5.

10. Recommendation Concerning 2019 Local Option Sales Tax IV Public Works Transportation Funds for the Casino Beach Parking Lot Expansion Project, the Bob Sikes Pier Improvements Project, and the Pensacola Beach Boulevard Access Road Project - Joy Jones, P.E., Public Works Department Director

That the Board take the following action:

A. Approve the request to advance the 2019 Local Option Sales Tax (LOST) IV Public Works Transportation Funds for the Casino Beach Parking Lot Expansion Project (Phase II of the Pensacola Beach Congestion Management Plan);

B. Approve the request to advance the 2019 LOST IV Public Works Transportation Funds for the National Resource Damage Assessment (NRDA) Bob Sikes Pier Improvements Project; and

C. Approve the request to advance the 2019 LOST IV Public Works Transportation Funds for the Pensacola Beach Boulevard Access Road Project.

[Funding: LOST IV, Public Works Transportation Fund, $2,800,000 ($1,600,000 - Phase II PB CMP and $1,200,000 - Bob Sikes Pier Improvements and Pensacola Beach Boulevard Access Road), which staff had planned to request for these projects in Fiscal Year 2019]

11. Recommendation Concerning the Contract Award for Debris Monitoring Services - 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 Thompson Consulting Services, LLC, per the terms and conditions of PD 17-18.007, Debris Monitoring Services, to authorize the following:

A. The review and revision of the current debris management plan, in the amount of $7,500, and;

B. The review, revision, and bidding assistance on debris reduction and removal RFP in the amount of $7,500, and

C. Post-Disaster Preparedness and Planning Services, Debris Removal Monitoring Services, and Consulting Services, as described in the Consultant's Scope of Work for Debris Removal Monitoring Services attached to the Agreement as **Exhibit C**, and corresponding Fee Schedule, attached to the Agreement as **Exhibit D**.

[Funding for A and B: Fund 401, Solid Waste, Cost Center 230301, Object Code 53101, $15,000; Funding for C: The funding source will be determined when the event occurs]

12. Recommendation Concerning Supplemental Budget Amendment #120 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #120, Local Option Sales Tax III Fund (352), in the amount of $500,000, to recognize proceeds from a State of Florida Department of Transportation State-Funded Grant Agreement (FPN 437039-4-54-01) and to appropriate these funds for the County Road 184 (Muscogee Road) Phase IVB Freight Corridor project.

13. Recommendation Concerning Supplemental Budget Amendment #121 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #121, Local Option Sales Tax III Fund (352), in the amount of $397,400, to recognize proceeds from a Federal Emergency Management Agency (FEMA) and Florida Division of Emergency Management (FDEM) Hazard Mitigation Grant Program Agreement (#18HM-H4-01-27-01-XXX) and to appropriate these funds for the 1000 Pinoak Lane Acquisition, Demolition, and Open Space Conversion Project.

14. Recommendation Concerning Supplemental Budget Amendment #125 - Stephan Hall, Budget Manager, Management and Budget Services Department

That the Board adopt the Resolution approving Supplemental Budget Amendment #125, Local Option Sales Tax III Fund (352), in the amount of $329,626, to recognize proceeds from the Modification Number One to Subgrant Agreement from the Division of Emergency Management (Contract #16HM-H4-01-27-01-452), approved by the Board on May 3, 2018, and to appropriate these funds for the Hazard Mitigation Grant Program (HMGP) Acquisition, Demolition, and Open Space Conversion Project within the Bristol Creek Area.

15. Recommendation Concerning the $5,000 Funding Request from the Perdido Key Area Chamber of Commerce for the First Star Spangled Salute Festival - Commissioner Doug Underhill, District 2

That the Board approve the $5,000 funding request from the Perdido Key Area Chamber of Commerce for the First Star Spangled Salute Festival held on Saturday, May 19, 2018, from Commissioner Doug Underhill's discretionary money.

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

16. Recommendation Concerning the $1,500 Funding Request from East Hill Christian Academy Fundamentals of Education and Basketball Camp - Commissioner Lumon May, District 3

That the Board approve the $1,500 Funding Request from East Hill Christian Academy Fundamentals of Education and Basketball Camp from Commissioner Lumon May's discretionary money.

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

17. Recommendation Concerning the Funding Allocation for the Light Up Learning Fundraiser Event on Thursday, June 21, 2018 - Commissioner Lumon May, District 3

That the Board approve Commissioner May's request to use $2,000 from his discretionary money for the Light Up Learning Fundraiser event to support Early Brain Development scheduled for Thursday, June 21, 2018, at the De Luna Winery, 116 East Gonzalez Street, Pensacola, Florida.

[Funding: Fund 001, General Fund, Discretionary Money, Cost Center 110101, Object Code 58201]

18. Recommendation Concerning the Funding Allocation for the National Association for the Advancement of Colored People for the 28th Annual Freedom Fund Banquet - Commissioner Lumon May, District 3

That the Board approve Commissioner May's request to allocate $1,000 from his discretionary money for the National Association for the Advancement of Colored People's (NAACP) 28th Annual Freedom Fund Banquet that will be held on Saturday, August 11, 2018, at 7:00 p.m., at the Army National Guard Armory, 8790 Grow Drive, Pensaacola, Florida.

[Funding: Fund 001, General Fund, Discretionary Money, Cost Center 110101, Object Code 58201]

19. Recommendation Concerning the Funding Allocation for Movement for Change's 18th Annual Freedom Is Not Free Banquet - Commissioner Lumon May, District 3

That the Board approve Commissioner May's request to use $1,000 from his discretionary money for Movement for Change's 18th Annual Freedom Is Not Free Banquet that will be held on Friday, June 22, 2018, from 6:00 p.m., until 8:00 p.m., at It's Personal Venue, 2608 West Ccervantes Street, Pensacola, Florida.

[Funding: Fund 001, General Fund, Discretionary Money, Cost Center 110101, Object Code 58201]

III. For Discussion

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

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

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

| Property Owner | Property Address | Parcel Size | Purchase Price (averaged appraised value) |
|---|---|---|---|
| Jacob T. and Amber S. Hutchins | 3020 Ashbury Lane | 1.03 acres | $412,500 |

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

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

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

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

This property is located in Commission District 5.

2. Recommendation Concerning the Acquisition of a Portion of Real Property for the West Kingsfield Road and County Road 297A Intersection Improvement Project - Joy Jones, P.E., Public Works Department Director

That the Board accept two Deeds from DSLD Homes, LLC, for a portion of two parcels located in the northwest corner of West Kingsfield Road and County Road 297-A, for the intersection improvement project. The County Attorney asks that you note proceeding with this Recommendation requires acceptance of imperfect title. However, the perfection of title, even if possible to accomplish, would result in a significant delay to this project.

[Funding Source: Fund 352, "LOST III," Cost Center 210107, Object Code 56101, Project #16EN3495]

This property is located in Commission District 5.

3. Recommendation Concerning the Acquisition of Real Property Through the Defense Infrastructure Grant - Joy Jones, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of real property, located at 621 South Navy Boulevard (approximately 0.19 acres), from David Toellner and Natalie Toellner, through the Defense Infrastructure Grant (DIG):

A. Authorize the purchase of real property located at 621 South Navy Boulevard (approximately 0.19 acres), from David Toellner and Natalie Toellner, for a purchase price of $199,500;

B. Approve the Contract for Sale and Purchase for the acquisition of real property at 621 South Navy Boulevard (approximately 0.19 acres), from David Toellner and Natalie Toellner; and

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

**NOTE: THE CONTRACT FOR SALE AND PURCHASE WILL BE DISTRIBUTED UNDER SEPARATE COVER.**

[Funding: Fund 110, Other Grants and Projects, Cost Center 221019 - $187,876, and Fund 110, Cost Center 221020 - $11,624]

This property is located in Commission District 2.

4. Recommendation Concerning the Acquisition of Real Property Located Behind the 9600 Block of Westgate Circle Through the Defense Infrastructure Grant - Joy Jones, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of real property through the Defense Infrastructure Grant (DIG):

A. Authorize the purchase of the following three parcels of real property located behind the 9600 Block of Westgate Circle, totaling 45.28 acres, from MLC, LLC, for a purchase price of $115,000;

| **Property Owner** | **Parcel Reference Number** |
|---|---|
| MLC, LLC | 18-3S-31-1101-000-001 |
| MLC, LLC | 18-3S-31-1101-000-002 |
| MLC, LLC | 18-3S-31-2000-000-001 |

B. Approve the Contract for Sale and Purchase for the acquisition of real property located behind the 9600 Block of Westgate Circle (45.28 acres), from MLC, LLC; and

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

**NOTE: THE CONTRACT FOR SALE AND PURCHASE WILL BE DISTRIBUTED UNDER SEPARATE COVER.**

[Funding: Fund 110, Other Grants and Projects, Cost Center 221015 $106,761, and Fund 110, Cost Center 221019 $8,239]

This property is located in Commission District 2.

5. 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. The King Richard Foundation, Inc., in the amount of $1,000;

B. Pathways for Change, in the amount of $5,000;

C. Movement for Change, Inc., in the amount of $1,000;

D. FamiliesFirst Network of Lakeview, in the amount of $1,000; and

E. Milk and Honey Outreach Ministries, Inc., in the amount of $,1000.

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]

6. Recommendation Concerning the Establishment of the Northwest District 1 Advisory Committee - Commissioner Jeff Bergosh, District 1

That the Board take the following action concerning the establishment of the Northwest District 1 Advisory Committee:

A. Adopt the Resolution establishing the Northwest District 1 Advisory Committee and providing an effective date;

B. Authorize the Chairman to sign the Resolution; and

C. Authorize the District 1 Commissioner to nominate a 9-member Advisory Committee with members subject to the Board's confirmation.

# COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Property Exchange with Brownsville Assembly of God Church.

The County Administrator requests that the Board take the following actions concerning a property exchange with the Brownsville Assembly of God Church:

A. Adopt a resolution approving the conveyance of a County-owned parcel (approximately 0.12 acres) in exchange for a public parking easement over a portion of an existing parking lot (approximately 0.65 acres) owned by Brownsville Assembly of God Church in accordance with the terms and conditions contained in the Agreement for Sale and Purchase and the Contract for Sale and Purchase included with this recommendation;

B. Release the County's surface access rights associated with the retained fractional interest in the phosphates, minerals, metals, and petroleum in that parcel to be conveyed by the County, as provided in Section 270.11(3), Florida Statutes;

C. Authorize the payment of incidental expenses necessary to complete the exchange; and

D. Authorize the County Attorney to prepare and the Chairman or Vice-Chairman to execute any documents necessary to complete the exchange without further action from the Board.

2. Recommendation Concerning Approval of Proposed Settlement of Workers' Compensation Case Brought by Vanessa Borque.

That the Board approve a settlement in the sum of $40,000.00 to Vanessa Borque of which the Board would be responsible for paying $20,000.00.

II. For Information

1. Recommendation Concerning U.S. Bank National Association v. McIntyre, Bobby L., et al.; Case No.: 2016 CA 001607.

   That the Board accept the following information in the matter of *U.S. Bank National Association v. McIntyre, Bobby L., et al.*; Case No.: 2016 CA 001607:

   Escambia County was previously joined as a Defendant in the above referenced foreclosure action involving certain real property owned by Bobby L. McIntyre. The County retained an interest in the property by virtue of an Affordable Housing Initiative New Construction HHRP Mortgage and Security Agreement in the sum of $50,000.00. The County's interest was subordinate to the Plaintiff's mortgage interest. Following the entry of final judgment and the sale of the subject property, a surplus was retained by the Clerk of the Circuit Court and Comptroller. Upon the County's Motion for Disbursement of Surplus, the County recovered the surplus funds held in the court's registry totaling $7,506.83, as partial satisfaction of the County's interest.

12. Items added to the agenda.

13. Announcements.

14. Adjournment.

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14208** **Proclamations 6.**
**BCC Regular Meeting**
**Meeting Date:** 06/07/2018
**Issue:** Adoption of Proclamations
**From:** Jack Brown, County Administrator
**Organization:** County Administrator's Office
**CAO Approval:**

## RECOMMENDATION:
Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation commending and congratulating Janice Floyd, a Human Resources Supervisor for Employment in the Human Resources Department, on her selection as "Employee of the Month" for June 2018;

B. The Proclamation commending and congratulating Evelyn Meador on her retirement and outstanding record of service, and expressing its appreciation for her 30 years of faithful and dedicated service to the citizens of Escambia County and the State of Florida; and

C. The Proclamation welcoming Benjamin Crump to Pensacola, commending and congratulating him on his many accomplishments, and wishing him success in his 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.

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**Attachments**

Janice Floyd EOM June 2018
Evelyn Meador
Benjamin Crump

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# PROCLAMATION

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

***WHEREAS**, Janice Floyd, a Human Resources Supervisor for Employment in the Human Resources Department, began her employment with the County on February 13, 2006, and is selected for "Employee of the Month" for June 2018, for the standards of excellence that she has displayed in the performance of her duties; and*

***WHEREAS**, Ms. Floyd is responsible for working with hiring managers to address staffing needs, supervising personnel involved in recruitment processes, and managing processes associated with the recruitment cycle; and*

***WHEREAS**, due to the loss of department personnel that necessitated a shift of a full-time employee out of her section required her to successfully coach and cross-train other department employees in recruiting processes and procedures to cover the workload. Additionally, Ms. Floyd has assumed the additional workload to cover the loss of the full-time employee. She has taken a high level of ownership in the success of her operation and is personally vested in ensuring that the employees that work on recruitment are successful; and*

***WHEREAS**, Ms. Floyd has recently had several occasions to partner with the Human Resources Department's employment contractors to produce enhanced service levels and policy compliance. She has also audited several interview panels to confirm that standards are being met and has coached hiring managers on the best practices; and*

***WHEREAS**, Ms. Floyd exhibits a strong drive for results, a growing ability to mentor and coach employees, and a superior work ethic. Her commitment to excellence is greatly appreciated by her coworkers, the hiring managers, and contractor representatives.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Janice Floyd on her selection as the "Employee of the Month" for June 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: June 7, 2018*

# *PROCLAMATION*

***WHEREAS**, we are here today to express our appreciation to Ms. Evelyn Meador and honor her for her distinguished 30-year career and dedicated service to the residents of Escambia County; and*

***WHEREAS**, Ms. Meador served in Escambia County, Florida, as an employee for the Board of County Commissioners Emergency Medical Services as an insurance biller in 1987 and 1988; and*

***WHEREAS**, Ms. Meador has served Escambia County, Florida, as an employee of the Escambia County Tax Collector since February 1, 1988; and*

***WHEREAS**, Ms. Meador first joined the Tax Collector's Office as a seasonal Clerk Typist on February 1, 1988, and is retiring as a Senior Agent III on June 30, 2018; and*

***WHEREAS**, Ms. Meador began regular employment with the Tax Collector's Office as a Clerk Typist on October 10, 1988; and*

***WHEREAS**, Ms. Meador was promoted to Senior Agent III on October 18, 2017; and*

***WHEREAS**, Ms. Meador served the citizens of Escambia County at the Downtown, Warrington, Marcus Pointe, and Cantonment locations with the highest quality customer service for many years; and*

***WHEREAS**, Ms. Meador provided the diverse services demanded by the American people of their government with efficiency and integrity day in and day out; and*

***WHEREAS**, Ms. Meador's service extends well beyond the Tax Collector's Office, as she has been an active member of Sacred Heart Catholic Church, including interpreting the Mass using American Sign Language there as well as other local churches; and*

***WHEREAS**, Ms. Meador assisted the citizens of Escambia County at the Tax Collector's Office faithfully for 30 years, retiring from the Tax Collector's Office as a Senior Agent III; and*

***WHEREAS**, Ms. Meador had the distinct honor of working under three Tax Collector administrations: the Honorable Scott Lunsford, the Honorable Janet Holley, and the Honorable Matt Langley Bell, III.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that Scott Lunsford, Escambia County Tax Collector, and the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commend and congratulate Evelyn Meador on her retirement and outstanding record of service to the public.*

***BE IT FURTHER PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, expresses its appreciation to Evelyn Meador for her 30 years of faithful and dedicated service to the citizens of Escambia County and the State of Florida.*

***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: June 7, 2018*

## *PROCLAMATION*

***WHEREAS**, Benjamin Crump was born and raised in Lumberton, North Carolina, and is the oldest of nine siblings and step-siblings. He received his undergraduate and law degrees from Florida State University. Mr. Crump is a congregation member and serves on the Board of Trustees for the Bethel Missionary Baptist Church. He is married to Dr. Genae Angelique Crump, is the proud father of Brooklyn Zeta Crump, and the guardian of two adopted cousins, Marcus and Chancellor; and*

***WHEREAS**, Mr. Crump has broken barriers in several legal organizations, serving as the first African-American President of the Federal Bar Association for the Northern District of Florida and the first African-American Chairman of the Florida State University College of Law Board of Directors. He is a member of the American Bar Association, American Association for Justice, The Florida Justice Association, and many other groups dedicated to the law and the pursuit of justice; and*

***WHEREAS**, Mr. Crump is a frequent speaker and author, having been featured in documentaries like NPR's "How Lawyer Got Nation Talking About Trayvon Martin," and BET's "I Am Trayvon Martin: A Family's Fight for Justice." Mr. Crump is also a frequent contributor to Time Magazine, discussing many of the civil rights and criminal justice issues African-Americans face today. He will also appear on a television show called "Evidence of Innocence," which will feature stories about individuals who were wrongfully imprisoned; and*

***WHEREAS**, Mr. Crump has received significant recognition for his service in pursuit of civil rights and justice for minorities, being included on prestigious lists like The National Trial Lawyers' Top 100 Lawyers and Ebony Magazine's Power 100 Most Influential African-Americans. He has also received the National Urban League's Whitney Young Award, AKA's Eleanor Roosevelt Award, the NAACAP Thurgood Marshall Award, and the SCLC's Martin Luther King Servant Leader Award; and*

***WHEREAS**, Mr. Crump's passion for advocacy has given him the privilege to fight for justice on behalf of the marginalized in our country, a calling to which he remains dedicated.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, welcomes Benjamin Crump to Pensacola, commends and congratulates him on his many achievements, and wishes him success in his future endeavors.*

***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 L. Barry, District Five*

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

_____
*Deputy Clerk*

*Adopted: June 7, 2018*

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14205** **Written Communication 7.**

**BCC Regular Meeting**

**Meeting Date:** 06/07/2018

**Issue:** Permits Granted for 5312 Pale Moon Drive

**From:** Jack Brown, County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

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## RECOMMENDATION:

May 18, 2018, Communication from Fran Ogden regarding issues surrounding building permits granted for 5312 Pale Moon Drive.

## 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

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**Attachments**

Email from Fran Ogden

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## Judy H. Witterstaeter

**From:** Angela D. Crawley
**Sent:** Friday, May 18, 2018 10:52 AM
**To:** Judy H. Witterstaeter
**Subject:** FW: Erroneous permit application for 5312 Pale Moon Dr

Judy,

Please place Ms. Ogden on the next agenda under written communication. Thank you~

Angela

**From:** Fran Ogden [mailto:franogdenrd@gmail.com]
**Sent:** Friday, May 18, 2018 10:37 AM
**To:** Alison A. Rogers <aarogers@co.escambia.fl.us>; Jeff Bergosh <JWBERGOSH@myescambia.com>; Jack R. Brown <jrbrown@myescambia.com>; Admin <Admin@myescambia.com>
**Subject:** Erroneous permit application for 5312 Pale Moon Dr

This is written confirmation ,again, that I have serious complaints about accuracy of the information submitted to obtain all the building permits granted at 5312 Pale Moon.

I again, request a hearing to fully investigate the egregious un-permitted work and the after the fact blessing that Mr. Banes granted. Mr. Jones has not granted me such even though I have written about the grave concerns for flooding

I would like to be placed on written communication for the next county commissioners board meeting in early June.

Thank-you,
Fran Ogden

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14200** **Public Hearings 9.**

**BCC Regular Meeting**

**Meeting Date:** 06/07/2018

**Issue:** 5:31 p.m. Public Hearing - Vacate the Eastern Portion of Kersey Road

**From:** Joy Jones, Director

**Organization:** Public Works

**CAO Approval:**

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## RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of the Vacation of the eastern portion of Kersey Road, on the Board's own motion.

Recommendation: That the Board take the following action concerning the Vacation of the eastern portion of Kersey Road, on the Board's own motion:

A. Approve or deny the Vacation of the unopened and unmaintained right-of-way portion of Kersey Road;

B. Adopt the Resolution to Vacate; and

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

This property is located in Commission District 1.

## BACKGROUND:

Escambia County maintains a portion of Kersey Road from Reeders Lane to Pine Forest Road (approximately 1,010 feet.) However, a portion of Kersey Road, which has never been maintained by Escambia County, is unopened and extends from Interstate Court westward for approximately .40 - .50 miles to the area of the intersection Reeders Lane with the paved portion of Kersey Road. Joel and Mary Jane Havener are property owners who have access to the unopened portion of Kersey Road.

According to a lawsuit filed by them, the Haveners purchased real property located at 2201 Kersey Road on or about February 16, 2012, contending that they were given inaccurate information by their seller, their title company, and various real estate agents as to the status of the unopened, private section of Kersey Road. In their suit filed in Escambia County, they allege that the foregoing parties negligently provided them information that Kersey Road was county-maintained, inducing them to buy this real property.

However, Escambia County had no participation in this purchase and made no representations to the Haveners other than posting on its website the information that the portion of Kersey Road from Reeders Lane to Pine Forest Road was county-maintained. The portion of Kersey Road, which has never been maintained by Escambia County, is unopened and extends from Interstate Court westward to Reeders Lane.

The purpose of this Request to Vacate is to confirm, by Board action, what has already been established through county policy - that the portion of Kersey Road which abuts the Haveners' property is an unopened right-of-way and has never been county-maintained. There are no encroachment issues involved with this request. The request has been reviewed by staff and there are no objections. Gulf Power and ECUA have requested to retain a utility easement.

Per Board action on January 18, 2018, Agenda Item 13519 on the County Attorney's Report, the Board approved a mail-out radius of 500 feet for notification purposes.

**BUDGETARY IMPACT:**

Funding for legal advertisements and document recordings is available in Fund 175 "Transportation Trust Fund," Cost Center 211602, Object Code 54901. This funding source will cover all costs associated with the Request to Vacate.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Deputy County Attorney Charles V. Peppler is representing Escambia County in the litigation brought by the Haveners.

**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 county staff to have the documents recorded in the public record and to advertise the required public notifications.

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**Attachments**

Kersey Road Resolution
Kersey Road Notice of Adoption
Certification of Property Owners
Aerial Map
Notification Map

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RESOLUTION NUMBER R_____-_____

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

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

A parcel of land lying in Section 13, Township 1 South, Range 31 West, Tallahassee Meridian, located in Escambia County, State of Florida, according to the Plat recorded by the National Land Sales Company in Deed Book 104, Page 400, in the public records of said Escambia County, Florida, and being more particularly described as follows:

Begin at the southwest corner of Lot 30 in said National Land Sales Plat; thence N90°00'00"E coincident with the south line of Lots 30, 31, 32, 33,34, and 35 in said National Land Sales Plat for a distance of 2624.36 feet to the west right of way line of Interstate Court, which is also the southeast corner of said Lot 35; thence S00°00'00"E coincident with said west right of way line for a distance of 30.00 feet to the northeast comer of Lot 36 in said National Land Sales Plat; thence S90°00'00"W coincident with the north line of Lots 36, 38, 39 and 40 in said National Land Sales Plat for a distance of 2810.97 feet to the intersection of the southerly extension of the easterly right of way line of Reeders Lane (66'R/W) and the north line of said lot 40; thence N00°00'00" W along the said southerly extension of the easterly right of way line of Reeders Lane for a distance of 30.00 feet to the south line of lot 29 in said National Land Sales Plat; thence N90°00'00"E for a distance of 186.61 feet to the southwest corner of Lot 30 and the Point of Beginning.

Said parcel contains 1.94 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, the Board of County Commissioners, have caused to be published on May 17, 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 5:31 p.m. on Thursday, June 7, 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;

A parcel of land lying in Section 13, Township 1 South, Range 31 West, Tallahassee Meridian, located in Escambia County, State of Florida, according to the Plat recorded by the National Land Sales Company in Deed Book 104, Page 400, in the public records of said Escambia County, Florida, and being more particularly described as follows:

Begin at the southwest corner of Lot 30 in said National Land Sales Plat; thence N90°00'00"E coincident with the south line of Lots 30, 31, 32, 33,34, and 35 in said National Land Sales Plat for a distance of 2624.36 feet to the west right of way line of Interstate Court, which is also the southeast corner of said Lot 35; thence S00°00'00"E coincident with said west right of way line for a distance of 30.00 feet to the northeast comer of Lot 36 in said National Land Sales Plat; thence S90°00'00"W coincident with the north line of Lots 36, 38, 39 and 40 in said National Land Sales Plat for a distance of 2810.97 feet to the intersection of the southerly extension of the easterly right of way line of Reeders Lane (66'R/W) and the north line of said lot 40; thence N00°00'00" W along the said southerly extension of the easterly right of way line of Reeders Lane for a distance of 30.00 feet to the south line of lot 29 in said National Land Sales Plat; thence N90°00'00"E for a distance of 186.61 feet to the southwest corner of Lot 30 and the Point of Beginning.

Said parcel contains 1.94 acres, more or less.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed; provided however, that the adoption and approval of this resolution by the Board of County Commissioners is conditioned on the above-described vacated area remaining subject to a utility easement in favor of Emerald Coast Utilities Authority and Gulf Power.

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 June 7, 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:

A parcel of land lying in Section 13, Township 1 South, Range 31 West, Tallahassee Meridian, located in Escambia County, State of Florida, according to the Plat recorded by the National Land Sales Company in Deed Book 104, Page 400, in the public records of said Escambia County, Florida, and being more particularly described as follows:

Begin at the southwest corner of Lot 30 in said National Land Sales Plat; thence N90°00'00"E coincident with the south line of Lots 30, 31, 32, 33,34, and 35 in said National Land Sales Plat for a distance of 2624.36 feet to the west right of way line of Interstate Court, which is also the southeast corner of said Lot 35; thence S00°00'00"E coincident with said west right of way line for a distance of 30.00 feet to the northeast comer of Lot 36 in said National Land Sales Plat; thence S90°00'00"W coincident with the north line of Lots 36, 38, 39 and 40 in said National Land Sales Plat for a distance of 2810.97 feet to the intersection of the southerly extension of the easterly right of way line of Reeders Lane (66'R/W) and the north line of said lot 40; thence N00°00'00" W along the said southerly extension of the easterly right of way line of Reeders Lane for a distance of 30.00 feet to the south line of lot 29 in said National Land Sales Plat; thence N90°00'00"E for a distance of 186.61 feet to the southwest corner of Lot 30 and the Point of Beginning.

Said parcel contains 1.94 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 7th day of June, A.D., 2018.

Board of County Commissioners
Escambia County, Florida

CERTIFICATION OF PROPERTY OWNERS
WITHIN 500 FEET

The undersigned does 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 5/17/18.

Kara Johnson, Property Acquisition Coordinator

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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

WITNESS my hand and official seal this 22 day of May, A.D., 2018.

Notary Public

Stacey S. Ward
Print or type name

STACEY S. WARD
Notary Public - State of Florida
Commission # GG 188816
My Commission Expires
April 7, 2022

Commission Number:
Commission Expires:

**********
*
*, * *

CARTWRIGHT WAYNE E &
1965 TILLMAN LN
PENSACOLA, FL 32526

MELENDEZ PATRICIA C LIFE EST
7945 REEDERS LN
PENSACOLA, FL 32526

J & M PROPERTIES OF NW FL LLC
425 MCKINNON LN
PENSACOLA, FL 32534

JOHNSON BRENDA L
7917 REEDERS LN
PENSACOLA, FL 32526

RADFORD LINDA R
7940 REEDERS LN
PENSACOLA, FL 32526

BROOKS TIMOTHY A &
5911 FOSTER ST
PENSACOLA, FL 32526

PAYNE HAROLD & BARBARA
7915 REEDERS LN
PENSACOLA, FL 32526

BROOKS LAURA MOORE
5911 FOSTER ST
PENSACOLA, FL 32526

PRICE LOUISE &
7913 REEDERS LN
PENSACOLA, FL 32526

TITTLE SYBIL A
7830 PINE FOREST RD APT F11
PENSACOLA, FL 32526

MCCALLISTER GORDON
2430 KERSEY RD
PENSACOLA, FL 32526

MATHEWS ROGER G
2155 INTERSTATE CIR
PENSACOLA, FL 32526

MEADOWS RANDY E & VICTORIA A
2085 INTERSTATE CIR
PENSACOLA, FL 32526

PFEIFFER LUCRETIA ELISE
2079 INTERSTATE CIR
PENSACOLA, FL 32526

WHITE VINCENT S
2075 INTERSTATE CIR
PENSACOLA, FL 32526

STONE SHARILYNN 1/4 INT
936 PINELLAS BAYWAY S PH 21
TIERRA VERDE, FL 33715

JOINER CLIFFORD E &
1911 W DETROIT BLVD
PENSACOLA, FL 32534

CITY OF REFUGE BIBLE CENTER INC
PO BOX 7532
PENSACOLA, FL 32534

HAVENER JOEL &
2201 KERSEY RD
PENSACOLA, FL 32526

SALGADO VICTOR J &
7910 REEDERS LN
PENSACOLA, FL 32526

SWIERS JACK W & STACY D
7905 STALLWORTH LN
PENSACOLA, FL 32526

WHEELER KAYLA
7901 BLK REEDERS LN
PENSACOLA, FL 32526

BERKLEY DONNA J
7901 STALLWORTH LN
PENSACOLA, FL 32526

SCULLY DENNIS L & INA V
7900 REEDERS LN
PENSACOLA, FL 32526

TITTLE WILLIAM GARY &
2493 PINE FOREST ROAD
PENSACOLA, FL 32526

WATKINS MARSHALL S &
2475 KERSEY RD
PENSACOLA, FL 32526

COBB JOHN WM &
11441 CLEAR CREEK DR
PENSACOLA, FL 32514

DAVIS WILLARD L & MAMIE L
2455 KERSEY RD
PENSACOLA, FL 32526

SUKHERA IRFAN H TRUSTEE FOR
535 SHILOH DR
PENSACOLA, FL 32503

ESTY JOHN C
2454 KERSEY RD
PENSACOLA, FL 32526

PENSACOLA NORTH RV RESORT INC
730 BAYFRONT PKWY
PENSACOLA, FL 32502

WELCH ASHLEY NICOLE
7840 PATTERSON ST
PENSACOLA, FL 32526

ALLEN JIM
7830 STALLWORTH LN
PENSACOLA, FL 32526

COBB CAROLYN A
11441 CLEAR CREEK DR
PENSACOLA, FL 32514

CALVERT BARBARA B
4691 OAKLAND DR
PENSACOLA, FL 32526

PEADEN ALEX M EST OF
7457 KERSEY DR
PENSACOLA, FL 32526

COPELAND CARLENE
3193 BARGE ISLAND ROAD
BENTON, KY 42025

WILLIS DUERWOOD A II &
7821 PATTERSON ST
PENSACOLA, FL 32526

CALVERT BARBARA B 1/4 INT &
4691 OAKLAND DR
PENSACOLA, FL 32526

SERRANO CONRADO D
2203 N 61ST AVE
PENSACOLA, FL 32506

DEVEER WILHELM O
7800 PATTERSON ST
PENSACOLA, FL 32526

CRAWFORD LUTHER T LIFE EST &
1987 INTERSTATE CIR
PENSACOLA, FL 32526

NETTLES LOUIS L &
2368 AMELIA LN
PENSACOLA, FL 32526

WOODSON STEPHEN A & DANA R
7800 STALLWORTH LN
PENSACOLA, FL 32526

SUNDY RONALD D &
7879 INTERSTATE CT
PENSACOLA, FL 32526

KADER MAHER A
8871 SPIDER  LILLY WAY
PENSACOLA, FL 32526

HARPER CHARLES L & KATHLEEN A
2059 INTERSTATE CIR
PENSACOLA, FL 32526

HAVENER JOEL &
220 KERSEY RD
PENSACOLA, FL 32526

FOWLER RONALD S
12 THE FAIRWAY DR
WOODSTOCK, GA 30188

ESCAMBIA GULF COAST PITS LLC
PO BOX 1431
PENSACOLA, FL 32591

ROBINSON HORATIO L
150 SOUTHFORK DR
MACON, GA 31220

BERGET RONALD B &
1983 INTERSTATE CIR
PENSACOLA, FL 32526

BOWERS KELLE JO &
1977 INTERSTATE CIR
PENSACOLA, FL 32526

CRAWFORD BRIAN D
1987 INTERSTATE CIR
PENSACOLA, FL 32526

CRAWFORD JOHN T
3939 COUNTY RD 315A
GREEN COVE SPRINGS, FL 32043-8540

WARD PAUL K SR TRUSTEE FOR
7808 HOMESTEAD CIR
PENSACOLA, FL 32526

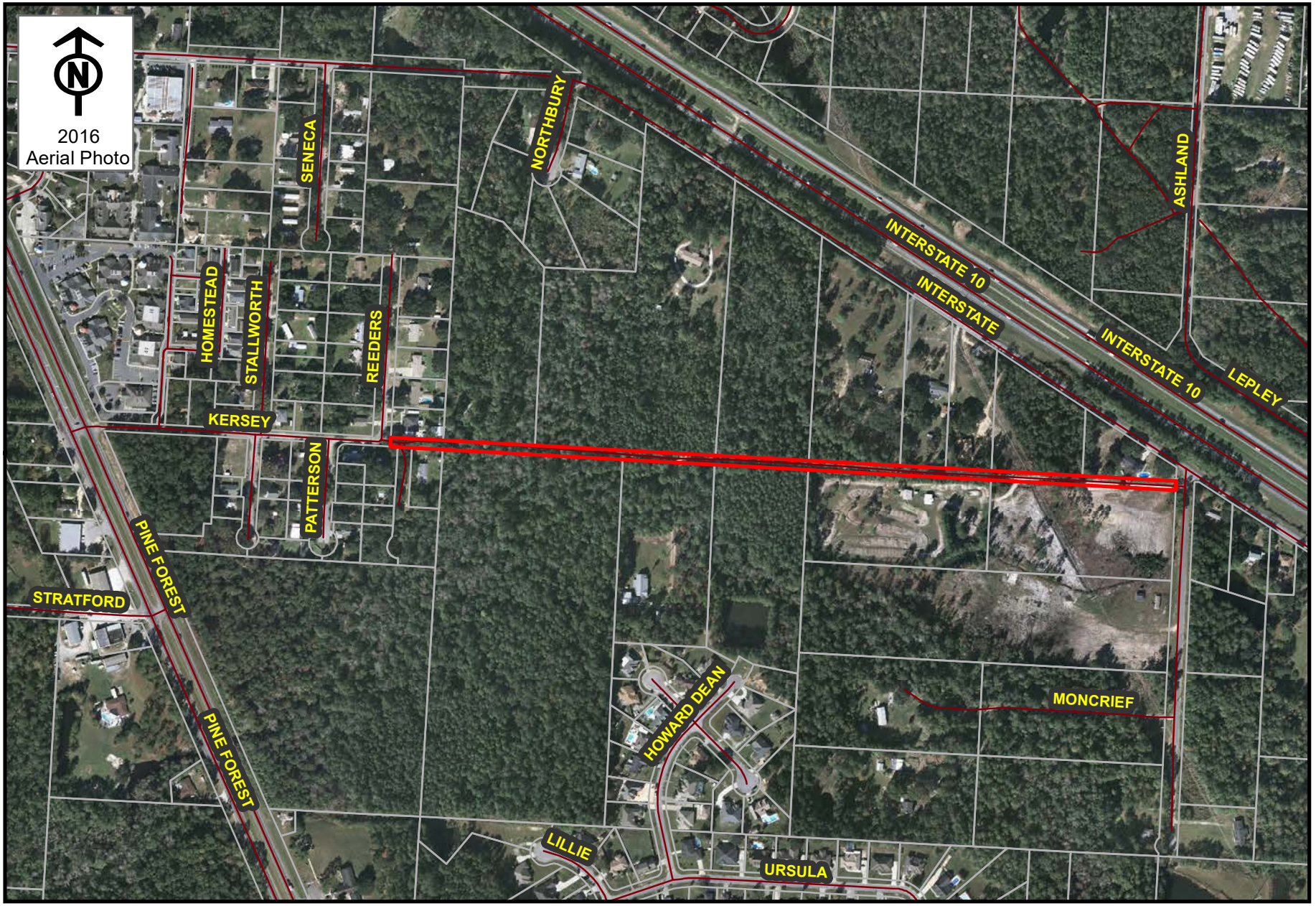
HULSLANDER DANIEL L &
7911 STALLWORTH LN
PENSACOLA, FL 32526

STEWART LAUREN
876 LINCOLN HILL ROAD
SHREWSBURG, VT 05738

MECO PROPERTIES INC
2172 W 9 1/2 MILE RD # 119
PENSACOLA, FL 32534

HUMANE SOCIETY OF PENSACOLA INC
5 N Q ST
PENSACOLA, FL 32505

# Kersey Road

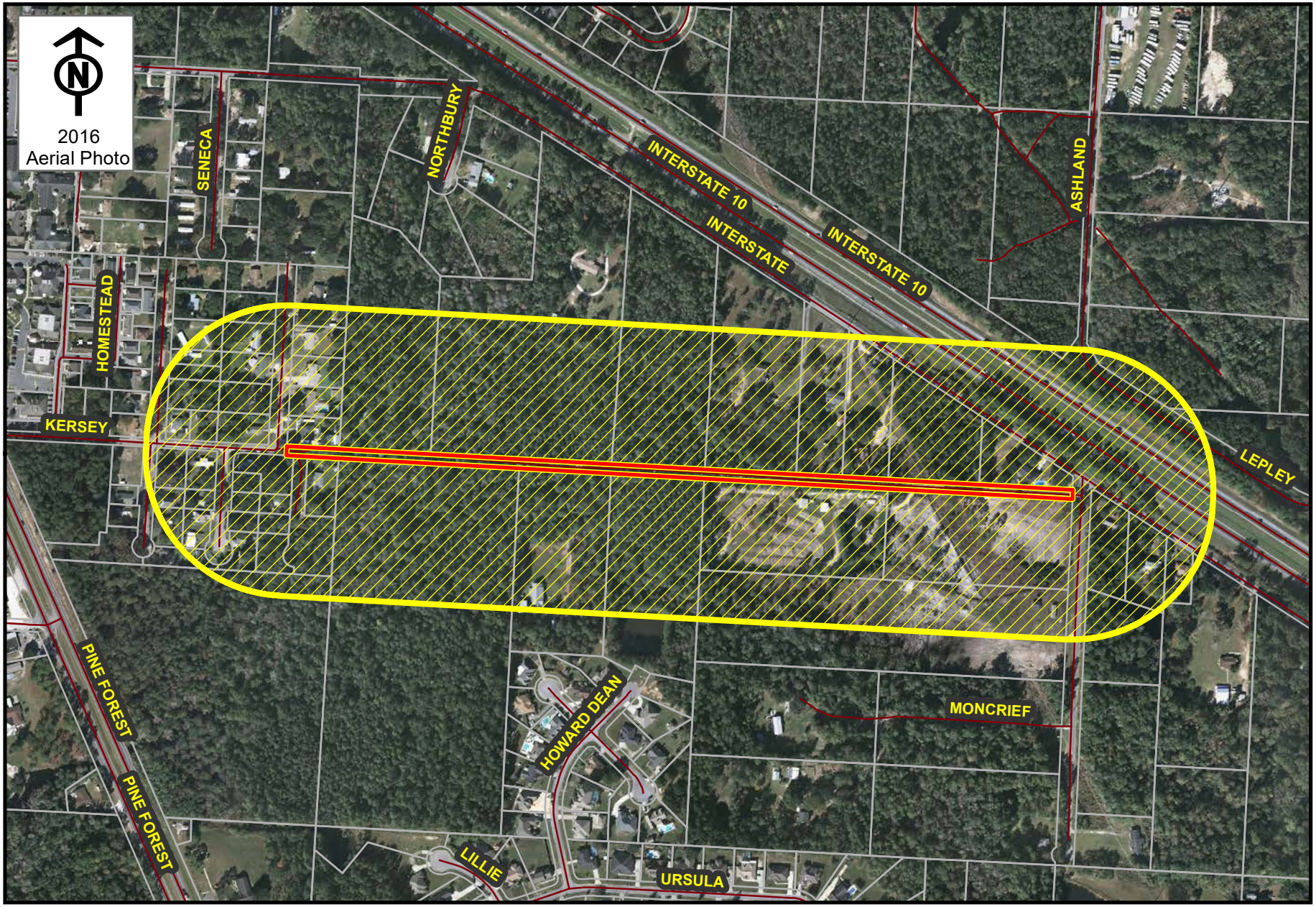



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 4/18/18 DISTRICT 1

**Portion to be Vacated**

# Kersey Road




ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 4/18/18 DISTRICT 1

**Portion to be Vacated**

**500' Radius**

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14212** **Public Hearings 10.**

**BCC Regular Meeting**

**Meeting Date:** 06/07/2018

**Issue:** 5:32-A p.m. and 5:32-B p.m. Public Hearing - Vacation of a Portion of "X" Street and a Portion of West Strong Street

**From:** Joy Jones, Director

**Organization:** Public Works

**CAO Approval:**

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## RECOMMENDATION:

5:32-A p.m. and 5:32-B p.m. Public Hearing for consideration of the Vacation of a portion of "X" Street and a portion of West Strong Street, respectively, as petitioned by Brownsville Assembly of God.

Recommendation: That the Board take the following action regarding a Petition to Vacate a Portion of "X" Street and a Portion of West Strong Street:

5:32-A p.m. Public Hearing for consideration of the Vacation of a portion of "X" Street, as petitioned by Brownsville Assembly of God:

A. Approve or deny the Vacation of a portion of "X" Street (51' right-of-way, approximately 15,555 square feet), as petitioned by Brownsville Assembly of God;

B. Accept the Hold Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

5:32-B p.m. Public Hearing for consideration of the Vacation of a portion of West Strong Street, as petitioned by Brownsville Assembly of God:

A. Approve or deny the Vacation of a portion of West Strong Street (55' right-of-way, approximately 20,244 square feet), as petitioned by Brownsville

Assembly of God;

B. Accept the Hold Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

These properties are located in Commission District 3.

**BACKGROUND:**

The Petitioner, Evon G. Horton, as Chairman for Brownsville Assembly of God, is requesting that the Board of County Commissioners vacate any interest in the described portion of "X" Street (51' right-of-way, Parcel 1, per the petition) lying between West DeSoto Street and West Gonzales Street. The Petitioner is also requesting to vacate a portion of West Strong Street (approximately 20,244 square feet, Parcel 2, per the petition) located west of North "Y" Street.

Parcel 1:
Per the Petitioner's agent, Alan B. Bookman, the Florida Housing Board has approved construction of an affordable senior housing residence on the two pieces of property, owned by Brownsville Assembly of God, adjacent to the area mentioned in the Petition to Vacate. The residence would be built on one side of the existing "X" Street with parking on the other. The Vacation would allow for safe crossing areas for the senior residents. However, without the Vacation, the housing residence may not be built due to safety concerns for the residents. The development of a senior housing residence will help revitalize Brownsville and bring new businesses to the area.

Parcel 2:
The second area to be Vacated is West Strong Street, west of North "Y" Street to Mobile Highway (approximately 20,244 square feet). This area was thought to have been Vacated in June of 1997 when the Board approved the Petition to Vacate for a portion of "Z" Street along with a portion of Gonzales Street. That proved not to be the case, however, and since that time the church has converted the area of West Strong Street into a paved parking area.

Staff has reviewed the Petition to Vacate request, which includes both "X" Street and West Strong Street. The Road Department has noted that, for "X" Street, there is a small drainage swale that feeds the crossover pipe on Desoto Street, and if the Petition to Vacate is approved, the church must agree to maintain the swale area to manage the drainage in the "X" Street area.

Natural gas mains are currently active in the rights-of-way areas in the petitioned area, and Pensacola Energy required that the mains be capped at the nearest intersection, with the petitioner assuming the cost. The petitioner has already paid for this work and has obtained a no objection letter from Pensacola Energy. All other utility companies in the area are requesting easements. No one will be denied access to his or her property as a result of this Vacation.

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 Statues, Chapter 336.

**IMPLEMENTATION/COORDINATION:**

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

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**Attachments**

Hold Harmless - Brownsville Assembly of God - "X" Street
Resolution - Brownsville Assembly of God - "X" Street
Notice of Adoption - Brownsville Assembly of God - "X" Street
Hold Harmless - Brownsville Assembly of God - West Strong Street
Resolution - Brownsville Assembly of God - West Strong Street

Notice of Adoption - Brownsville Assembly of God - West Strong Street
Certification of Property Owners - Brownsville Assembly of God
Aerial Map - Brownsville Assembly of God Vacation Request

# HOLD/HARMLESS AGREEMENT

WHEREAS, Evon G. Horton, as Chairman of Brownsville Assembly of God Church, 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:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 238, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA:

THENCE GO NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF "X" STREET (51' R/W) FOR A DISTANCE OF 305.00 FEET TO THE NORTHEAST CORNER OF BLOCK 2, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO EASTERLY ALONG THE SOUTHERLY R/W LINE OF GONZALEZ STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE NORTHWEST CORNER OF BLOCK 1, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO SOUTHERLY ALONG SAID EASTERLY R/W LINE OF "X" STREET TO THE SOUTHWEST CORNER CORNER OF BLOCK 224, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING ALSO ON THE NORTH R/W LINE OF DE SOTO STREET (55' R/W);

THENCE GO WESTERLY ALONG THE NORTHERLY R/W LINE OF DE SOTO STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 238, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY AND THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

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:

Michelle A. Moody
Witness

Michelle A. Moody
Print or type name

Witness

Print or type name

Brownsville Assembly of God Church
Corporation or Company Name

Petitioner(s)

Evon G. Horton
Print or type name(s)

Title: Chairman

Date: 5/21/18

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of May, 2018, by Evon G. Horton as Chairman of Brownsville Assembly of God Church. He/She is (X) personally known to me, (___) produced current Florida/Other _____ driver's license as identification, and/or (___) produced current _____ as identification.

Michelle A. Moody
Notary Public

Michelle A. Moody
Print or type name

(Notary Seal must be affixed)

MICHELLE A. MOODY
Notary Public, State of Florida
My Comm. Expires Jan. 23, 2022
Commission No. GG 178119

Commission Expires: 1/23/22
Commission Number: GG178119

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, Evon G. Horton, as Chairman of Brownsville Assembly of God Church, 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:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 238, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA:

THENCE GO NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF "X" STREET (51' R/W) FOR A DISTANCE OF 305.00 FEET TO THE NORTHEAST CORNER OF BLOCK 2, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO EASTERLY ALONG THE SOUTHERLY R/W LINE OF GONZALEZ STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE NORTHWEST CORNER OF BLOCK 1, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO SOUTHERLY ALONG SAID EASTERLY R/W LINE OF "X" STREET TO THE SOUTHWEST CORNER CORNER OF BLOCK 224, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING ALSO ON THE NORTH R/W LINE OF DE SOTO STREET (55' R/W);

THENCE GO WESTERLY ALONG THE NORTHERLY R/W LINE OF DE SOTO STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 238, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY AND THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

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), Evon G. Horton, as Chairman of Brownsville Assembly of God Church, has caused to be published on May 24, 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 5:32PM on June 7, 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;

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 238, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA:

THENCE GO NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF "X" STREET (51' R/W) FOR A DISTANCE OF 305.00 FEET TO THE NORTHEAST CORNER OF BLOCK 2, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO EASTERLY ALONG THE SOUTHERLY R/W LINE OF GONZALEZ STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE NORTHWEST CORNER OF BLOCK 1, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO SOUTHERLY ALONG SAID EASTERLY R/W LINE OF "X" STREET TO THE SOUTHWEST CORNER CORNER OF BLOCK 224, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING ALSO ON THE NORTH R/W LINE OF DE SOTO STREET (55' R/W);

THENCE GO WESTERLY ALONG THE NORTHERLY R/W LINE OF DE SOTO STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 238, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY AND THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed; provided however, that the adoption and approval of this resolution by the Board of County Commissioners is conditioned on the

above-described vacated area remaining subject to a utility easement in favor of AT&T, Cox Communications, Emerald Coast Utilities Authority, and Gulf Power.

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 June 7, 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:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 238, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA;

THENCE GO NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF "X" STREET (51' R/W) FOR A DISTANCE OF 305.00 FEET TO THE NORTHEAST CORNER OF BLOCK 2, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO EASTERLY ALONG THE SOUTHERLY R/W LINE OF GONZALEZ STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE NORTHWEST CORNER OF BLOCK 1, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO SOUTHERLY ALONG SAID EASTERLY R/W LINE OF "X" STREET TO THE SOUTHWEST CORNER CORNER OF BLOCK 224, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING ALSO ON THE NORTH R/W LINE OF DE SOTO STREET (55' R/W);

THENCE GO WESTERLY ALONG THE NORTHERLY R/W LINE OF DE SOTO STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 238, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY AND THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

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., 2018.

Board of County Commissioners
Escambia County, Florida

August 3, 2017

# HOLD/HARMLESS AGREEMENT

WHEREAS, Evon G. Horton, as Chairman of Brownsville Assembly of God Church, 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:

That portion of West Strong Street located west of North Y Street that runs to Mobile Highway, City of Pensacola, Escambia County, Florida.

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:

Michelle A. Moody
Witness

Michelle A. Moody
Print or type name

Witness

Print or type name

Brownsville Assembly of God Church
Corporation or Company Name

Petitioner(s)

Evon G. Horton
Print or type name(s)

Title: Chairman

Date: 5/21/18

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of May, 2018, by Evon G. Horton as Chairman of Brownsville Assembly of God Church. He/She is (X) personally known to me, (___) produced current Florida/Other_____ driver's license as identification, and/or (___) produced current _____ as identification.

Michelle A. Moody
Notary Public

Michelle A. Moody
Print or type name

(Notary Seal must be affixed)

MICHELLE A. MOODY
Notary Public, State of Florida
My Comm. Expires Jan. 23, 2022
Commission No. GG 178119

Commission Expires: 1/23/22
Commission Number: GG178119

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, Evon G. Horton, as Chairman of Brownsville Assembly of God Church, 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:

That portion of West Strong Street located west of North Y Street that runs to Mobile Highway, City of Pensacola, Escambia County, Florida.

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), Evon G. Horton, as Chairman of Brownsville Assembly of God Church, has caused to be published on May 24, 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 5:32PM on June 7, 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;

That portion of West Strong Street located west of North Y Street that runs to Mobile Highway, City of Pensacola, Escambia County, Florida.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed; provided however, that the adoption and approval of this resolution by the Board of County Commissioners is conditioned on the

above-described vacated area remaining subject to a utility easement in favor of Emerald Coast Utilities Authority and Gulf Power.

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 June 7, 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:

That portion of West Strong Street located west of North Y Street that runs to Mobile Highway, City of Pensacola, Escambia County, Florida.

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., 2018.

Board of County Commissioners
Escambia County, Florida

August 3, 2017

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 5/21/18.

Petitioner(s)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority, personally appeared Evon G. Horton as Chairman of Brownsville Assembly of God Church who X is personally known to me or who have/has produced _____ as identification and who is/are known to me to be the individual(s) described in and who acknowledged that he executed the foregoing Certification for the uses and purposes described herein.

WITNESS my hand and official seal this 21st day of May, A.D., 2018.

Michelle A. Moody
Notary Public

MICHELLE A. MOODY
Notary Public, State of Florida
My Comm. Expires Jan. 23, 2022
Commission No. GG 178119

Michelle A. Moody
Print or type name

Commission Number: GG 178119
Commission Expires: 1/23/22

X STREET AND STRONG STREET ADDRESSES

Patricia Hudson
5208 Sarah Drive
Pensacola, FL 32503

DeLuna Investments, LLC
PO Box 1411
Gulf Breeze, FL 32562

Cliff Fields Motors, Inc.
3012 Mobile Highway
Pensacola, FL 32505

New Testament Fellowship of Pensacola
812 North W St
Pensacola, FL 32505

William Blackwell
1110 North W Street
Pensacola, FL 32505

Pradeep Parekh
c/o Aaron P. Remski
1917 N 19th Avenue
Pensacola, FL 32503

Fred Sims
1206 North V Street
Pensacola, FL 32505

Landra LLC
6880 Sunshine Hill Rd
Molino, FL 32577

William Blackwell
6380 Mers Ln
Pensacola, FL 32526

Mary Jane Walker
923 North V Street
Pensacola, FL 32505

Thomas Warren Jr.
2604 W Lloyd Street
Pensacola, FL 32505

Melinda Marie Caporale
2814 W. Brainerd Street
Pensacola, FL 32505

CSS LLC
22 E Johnson Ave
Pensacola, FL 32534

Ha Hung & Thu Dung
3581 W. Lee Street
Pensacola, FL 32505

Jessica Cobbs Allen
1025 E Gonzalez Street
Pensacola, FL 32503

Escambia County Park
221 Palafox Place
Suite 420
Pensacola, FL 32502

Christina Marie Brown
3008 W. Strong Street
Pensacola, FL 32505

Clifford Fields Jr.
3012 Mobile Hwy
Pensacola, FL 32505

Escambia County Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, FL 32502

Brownsville Assembly of God Church
3100 W Desoto St
Pensacola, FL 32505

Kim Rice
2616 Green Bay Ave
Pensacola, FL 32526

Kim Tannehill
800 McNeil Ave
Mobile, AL 36609

Darren Buck
4001 N. Ocean Blvd
Apt 904
Boca Raton, FL 33431

Kim Wayburn Xoan
10775 Lillian Hwy
Pensacola, FL 32503

Pace Temple Christian Methodist
2910 W Gadsden St
Pensacola, FL 32503

Jody Pittman
401 Lakeview Ave
Cantonment, FL 32533

Dale Garrett
3108 W. Gonzalez St
Pensacola, FL 32505

Cheyneitha & Samuel Lee
3301 W Cervantes St
Pensacola, FL 32505

Leah Arnould
4019 W Jackson St
Pensacola, FL 32505

Rosario Danzie
3412 W Desoto St
Pensacola, FL 32505

Willie Mae Thompson
1007 North V St
Pensacola, FL 32505

Say Savann
3096 Wiggins Lane
Cantonment, FL 32533

Jerry Bonner
1117 North Y St
Pensacola, FL 32505

Tammie Finney
3020 W Gonzalez St
Pensacola, FL 32505

Kevin Bosso
7805 Pebble Creek Rd
Pensacola, FL 32526

Rob Arnette
4 Holmes Dr
Pensacola, FL 32507

Dean Joyner
4500 Pace Ln
Pace, FL 32571

Robert & Sharon Mandel
674 Palomar Dr
Pensacola, FL 32507

Latisha Welch
3001 W Gonzalez St
Pensacola, FL 32505

Hao Nguyen & Truc Tran
6765 Fort Deposit Dr
Pensacola, FL 32526

Sherry Hatzopoulos
1106 North Z St
Pensacola, FL 32505

Tam Dang
3003 W Cervantes St
Pensacola, FL 32505

Pham Tung Thanh
10706 Crosscut Dr
Pensacola, FL 32506

Richard Corn
205 Earl Ct
Pensacola, FL 32507

Manuel Sarphenese
2915 W. Desoto St
Pensacola, FL 32505

GCCS Investments Inc.
2624 Desoto St
Pensacola, FL 32505

Annternett Marie Crosby
916 North V St
Pensacola, FL 32505

Robert Hanson Jr.
3303 W Brainerd St
Pensacola, FL 32505

James Allen Jr.
2908 W Strong St
Pensacola, FL 32505

James Loris Robinett
3018 W Gadsden St
Pensacola, FL 32505

Scott Beeman
PO Box 13665
Pensacola, FL 32591

Ha Dung Thi & Ha Hung
3581 W Lee St
Pensacola, FL 32505

Tran Nam Van
2919 W Desoto St
Pensacola, FL 32505

Thomas Robarts
211 S. Jamaica St
Pensacola, FL 32507

Melvin Turner
3220 W Gonzalez St
Pensacola, FL 32505

Ronny Lundin
224 Southfork Rd
Brewton, AL 36426

Julia Benford
3303 W Gonzalez St
Pensacola, FL 32505

Nguyen Huong Thien
3200 Cervantes St
Pensacola, FL 32505

West Pensacola Lodge No 296
3300 W Desoto St
Pensacola, FL 32505

Larry Roper
5042 Skylark Ct
Pensacola, FL 32505

Thomas Burke
3305 Mobile Hwy
Pensacola, FL 32505

Joy Zitelli
690 W Golden Valley Rd
Reno, NV 89506

Christina Brown
3008 W. Strong St
Pensacola, FL 32505

John Meyer
428 Childers Street
Apt 22643
Pensacola, FL 32513

Julia Wyrosdick
68 Shirley Dr
Pineview, AL 36871

Frank Watson
c/o Antoinette Watson
PO Box 17002
Pensacola, FL 32522

Tran Ngon Thanh
1005 Katydid Ct
Pensacola, FL 32505

Douglas & Linda Wehmeier
803 N. Wentworth St
Pensacola, FL 32505

Arnel Concepcion
6228 Bienville Dr
Pensacola, FL 32505

William & Sandra Crumpler
3102 W Brainerd St
Pensacola, FL 32505

Jack Davis
940 Langley Ave
Pensacola, FL 32504

Auto Truck & Industrial
PO Box 1379
Gulf Breeze, FL 32562

Blackwell Heating & Air Conditioning, Inc.
1110 North W St
Pensacola, FL 32505

Gaberilli Incorporated
283 Shadow Lawn
Pensacola, FL 32505

Joe & Elizabeth Sims
3300 W Gonzalez St
Pensacola, FL 32505

Michelle Robinson
10732 Texarkana Pl
El Paso, TX 79924

Dale Garrett
PO Box 17575
Pensacola, FL 32522

Roman Papillion
1201 North V St
Pensacola, FL 32505

Welch Properties of Pensacola LLC
4801 Rosemont Pl
Pensacola, FL 32514

Adajean Johnson
3005 W Gonzalez St
Pensacola, FL 32505

Patricia Collins
100 W Mallory St
Pensacola, FL 32501

Helen Johnson
2918 W Gonzalez St
Pensacola, FL 32505

Nguyen Thuy Huong
3167 Clemson Rd
Gulf Breeze, FL 32563

Joseph Cook
1301 North W St
Pensacola, FL 32505

Hunter Amour
283 A Nowak Rd
Cantonment, FL 32533

Dennis & Kumcha Miller
3100 W Gadsden St
Pensacola, FL 32505

Hearts & Hands Properties, LLC
2031 Coyote Run
Prosper, TX 75078

Melvin Smith
1074 Harbor Ln
Gulf Breeze, FL 32563

Alfred Eckart
3006 W Gonzalez St
Pensacola, FL 32505

Harriet Page
908 North V St
Pensacola, FL 32505

Brendan Smith
911 North W St
Pensacola, FL 32505

Michael Hall
3017 W Brainerd St
Pensacola, FL 32505

Tamara Gates
7081 Kelvin Terr
Pensacola, FL 32503

Willie Hayes
2920 W Gonzalez St
Pensacola, FL 32505

Karen Elizabeth Redfield
3104 W Brainerd St
Pensacola, FL 32505

Inez Smiley
1018 North V St
Pensacola, FL 32505

Tommy Garrett
3113 W Gonzalez St
Pensacola, FL 32505

Adrian Head
3305 W Cervantes St
Pensacola, FL 32505

Sergio Martinez
4905 Kinnear Ave
Pensacola, FL 32506

Warren & Katherine Owens
920 North V St
Pensacola, FL 32505

Dan Jaquish
5720 North W St
Pensacola, FL 32505

A R Oates
c/o Cook
2915 W Brainerd St
Pensacola, FL 32505

George Dewey Blackburn
1705 Atlanta Ave
Pensacola, FL 32507

Estate Land Company
2005 Commerce St #200
Houston, TX 77002

Carolyn Susie Laverne Johnson
1016 North V St
Pensacola, FL 32505

Lucille Cheatham
8411 Kause Rd
Pensacola, FL 32506

Joseph Dixon
9101 Caribbean Dr
Pensacola, FL 32506

Dennis & Patti Echols
c/o Tina L Wilson
2815 W Desoto St
Pensacola, FL 32505

Robert Ford
PO Box 482
Pensacola, FL 32591

Robert Cowen
814 Baycliffs Rd
Gulf Breeze, FL 32563

Eric McClain
707 North X St
Pensacola, FL 32505

John Leonard
8701 Byrom Campbell Rd
Pace, FL 32571

Keith Ross
2713 Wade Ave
Pensacola, FL 32507

Takerrion Brooks
1013 North V St
Pensacola, FL 32501

Adam August Schroeter
1517 E Moreno St
Pensacola, FL 32503

Wayne Burke
3305 Mobile Hwy
Pensacola, FL 32505

Bryon Mack Wilson
PO Box 606
Cantonment, FL 32533

Pham Minh
2009 Downing St
Pensacola, FL 32505

Martin H Thompson
c/o Martin Thompson III
4 Poinciana Dr
Gulf Breeze, FL 32561

Tamara Whiten
3020 W Brainerd St
Pensacola, FL 32505

Clinton Cook
2915 W Brainerd St
Pensacola, FL 32505

Russell Eaves
3758 McNemar Ct
Gulf Breeze, FL 32563

Ironside Properties, Inc.
915 Ariola Dr
Pensacola Beach, FL 32561

Bobby McCollough
7846 Atlas St
Pensacola, FL 32506

Patches I Inc.
3707 Sunnyside St
Pensacola, FL 32507

Patricia Gaston
3009 W. Gonzalez St
Pensacola, FL 32505

Joseph Carr
3131 W Cervantes St
Pensacola, FL 32505

Pham Bich-Tran
900 North V St
Pensacola, FL 32505

Desiree Antonelli
4344 Langley Ave #F236
Pensacola, FL 32504

Moneymatic, Inc.
PO Box 10496
Pensacola, FL 32524

Huey's Works Corporation
1206 North W St
Pensacola, FL 32505

Richard Dean
PMB130
4600 Mobile Hwy Ste 9
Pensacola, FL 32506

Robert Wise
1446 Aspen Ln
Cantonment, FL 32533

Frederick & Constance Posey
817 Shoemaker St
Pensacola, FL 32505

Johnnie Mae Reeves
PO Box 4363
Pensacola, FL 32505

Nguyen Huyen Hoang
6186 Basswood Blvd
Pensacola, FL 32526

Reynaldo Portugal
406 N Old Corry Field Rd
Pensacola, FL 32505

VQK Management, LLC
7279 Harding Dr
Pensacola, FL 32526

Gina Vargas
c/o Antonina Vargas
1116 North V St
Pensacola, FL 32505

Ho Thien
5328 Old Oak Tree Dr
Orlando, FL 32808

Michael Hurst
3004 W Gonzalez St
Pensacola, FL 32505

Quach Anh Thi
2907 W. Jackson St
Pensacola, FL 32505

Tommy Garrett
PO Box 17575
Pensacola, FL 32522

Keith Ross
2713 Wade Ave
Pensacola, FL 32507

Felecia Likely
1011 North V St
Pensacola, FL 32501

Gregory Dewayne Glattli
3221 W Cervantes St
Pensacola, FL 32505

James Morgan
2820 W Cervantes St
Pensacola, FL 32505

Jason Copper
11480 Clear Creek Dr
Pensacola, FL 32514

Thiago Silva
9625 Arlington Oaks Dr
Mobile, AL 36695

Potenciana Galigao
3000 W Brainerd St
Pensacola, FL 32505

J O Ward
6507 Lake Charlene Dr
Pensacola, FL 32506

Allen Janssen
7895 Hestia Pl
Pensacola, FL 32506

John Dacpano
3019 W Brainerd St
Pensacola, FL 32505

Donnie Broxson
c/o Patricia Collyer
236 E Intendencia St
Pensacola, FL 32502

Do Hung Si & Nguyen Mai Buu
3077 Illinois Pl
Gulf Breeze, FL 32563

Aminzadeh Mehran
20035 Orchard Meadow Dr
Saratoga, CA 95070

Gerald and Mercedes Nicklien
5903 Fairview Dr
Pensacola, FL 32505

Carolyn Davis
3308 W Cervantes St
Pensacola, FL 32505

Iglesia N Christo
2910 W Brainerd St
Pensacola, FL 32505

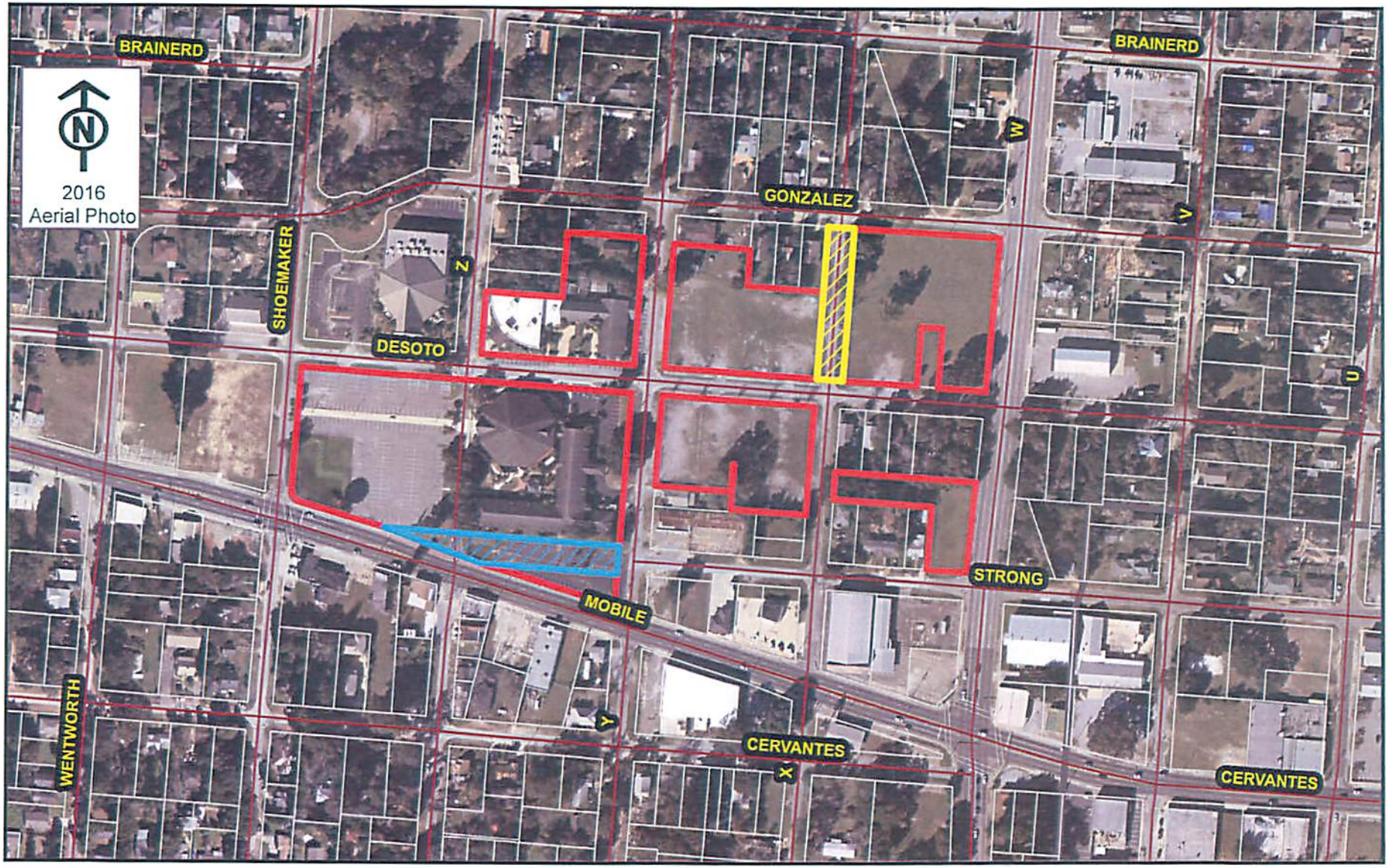
Nancy Carol Majors
1021 North Y St
Pensacola, FL 32505

Arlan Christoffersen
2720 W Gonzalez St
Pensacola, FL 32505

Gina Varas
1116 North V Street
Pensacola, FL 32505

Tommy Garrett
3108 W Gonzalez St
Pensacola, FL 32505

REQUEST TO VACATE: A PORTION OF "X" STREET AND A PORTION OF WEST STRONG STREET
Petitioner: BROWNSVILLE ASSEMBLY OF GOD - EVON G. HORTON, CHAIRMAN
Agent: ALAN B. BOOKMAN




ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 4/17/18 DISTRICT 3

Petitioner's Property

Portion of "X" Street to be Vacated

Portion of West Strong Street to be Vacated

# 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-14183** **Clerk & Comptroller's Report 11. 1.**
**BCC Regular Meeting** **Consent**
**Meeting Date:** 06/07/2018
**Issue:** TDT Collection Data for the March 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 March 2018 Returns Received in April 2018

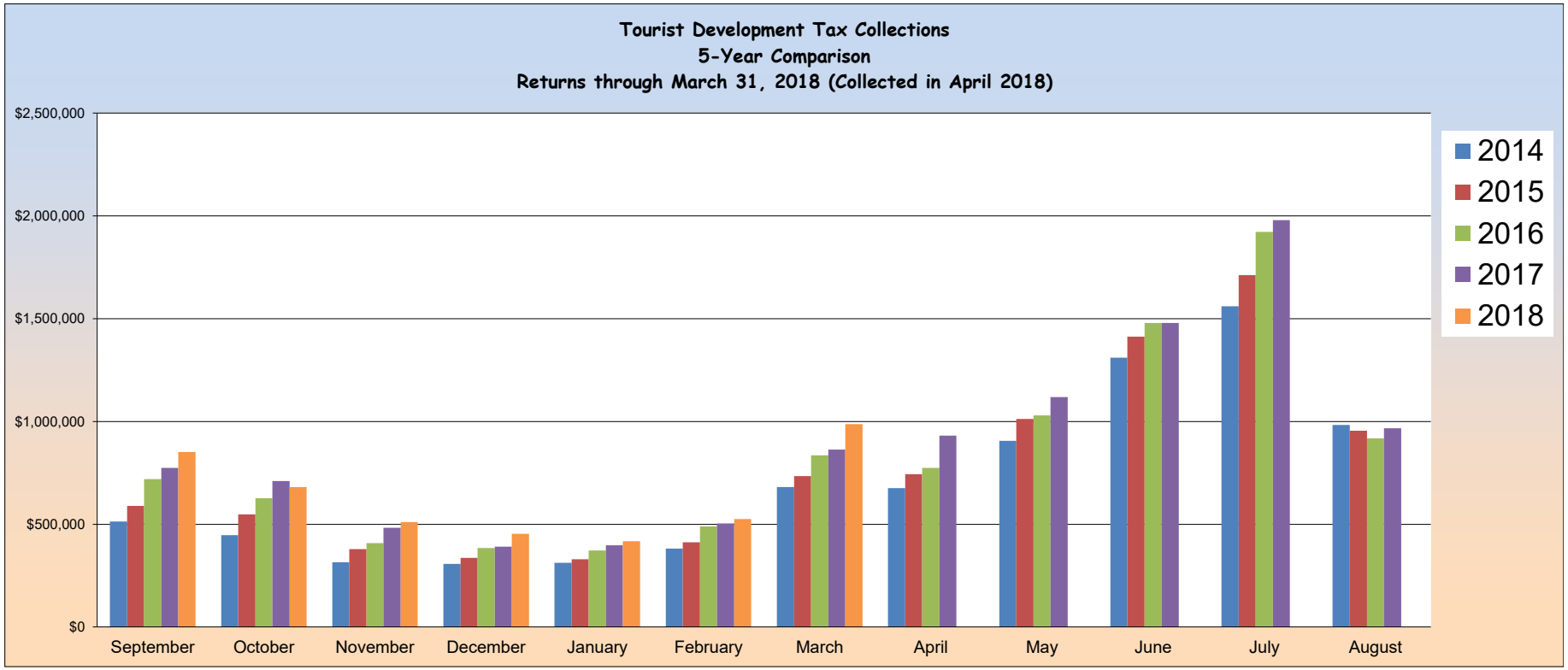
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the March 2018 returns received in the month of April 2018, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the seventh month of collections for the Fiscal Year 2018; total collections for the month of March 2018 returns was $986,822.46; this is a 14.40% increase over the March 2017 returns; total collections year to date are 7.33% more than the comparable timeframe in Fiscal Year 2017.

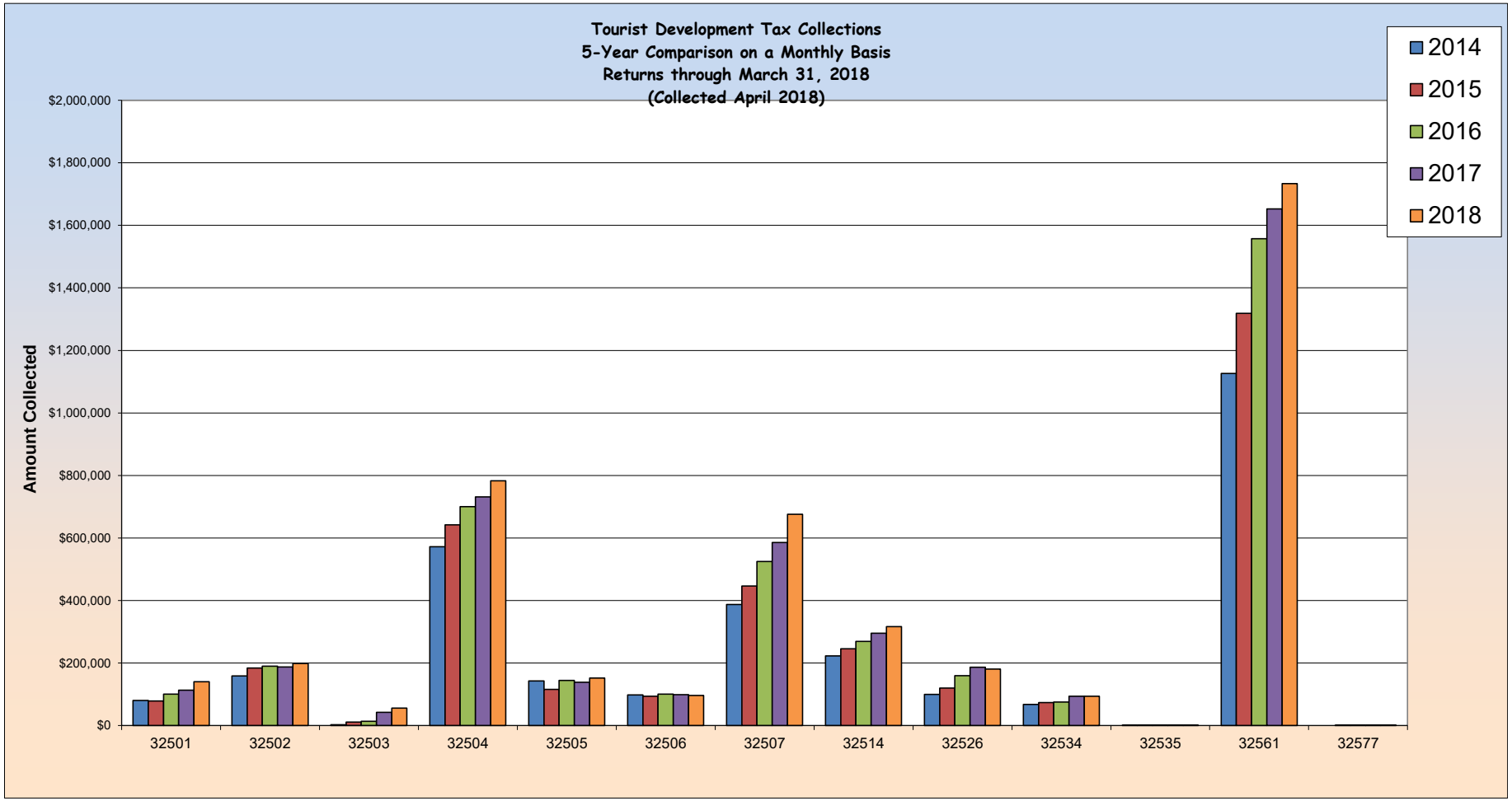
## Attachments

March 2018 TDT Collections Received in April

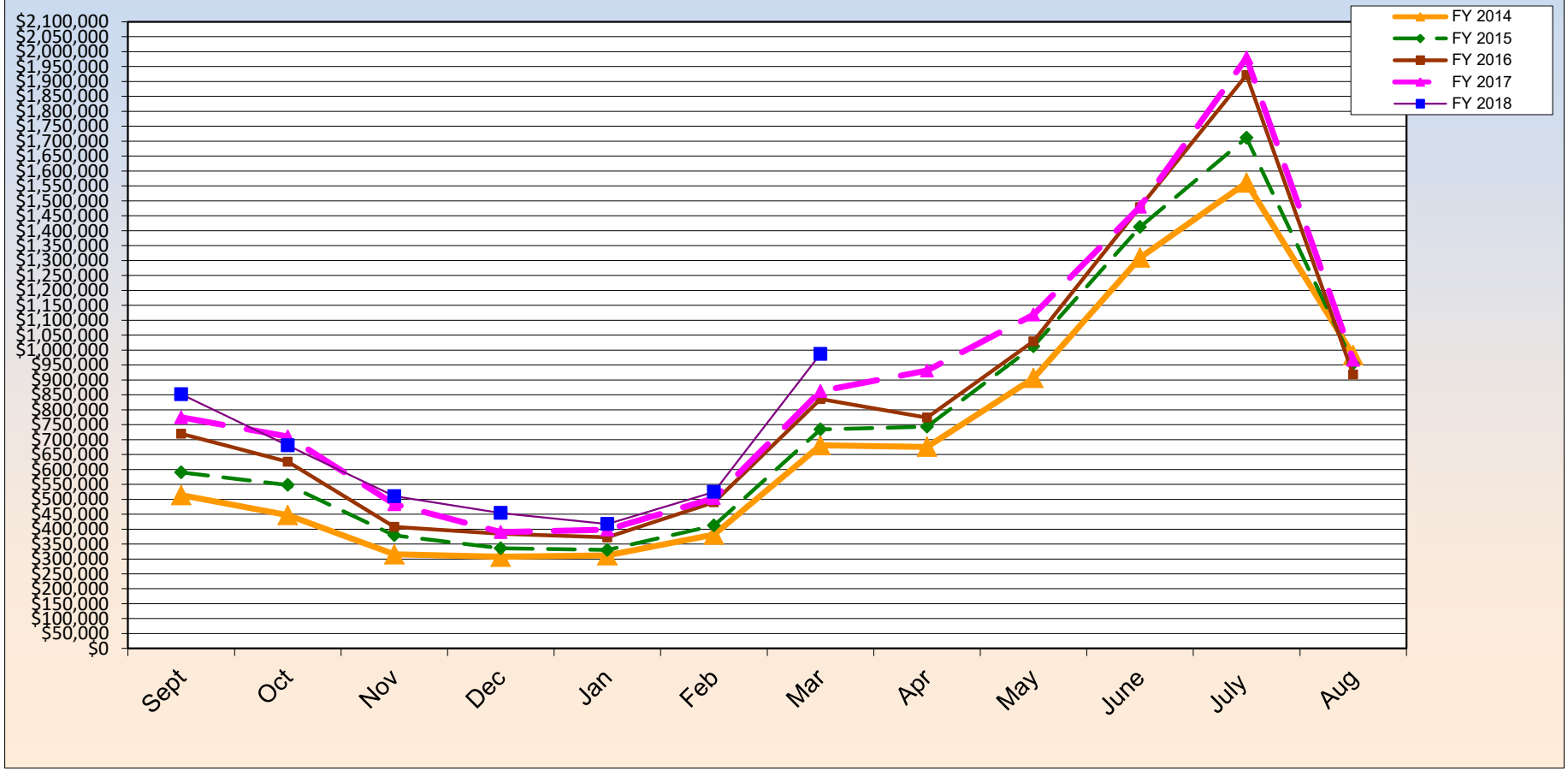
**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA**
**REPORTED IN FISCAL YEAR FORMAT**
**ESCAMBIA COUNTY FLORIDA**
**AS OF APRIL 2018**

| Zip Code | Fiscal Year 2018 YTD Collected | Fiscal Year 2017 YTD Collected | Difference | % Change |
|---|---|---|---|---|
| 32501 | 139,881 | 112,763 | 27,118 | 24% |
| 32502 | 197,864 | 186,983 | 10,881 | 6% |
| 32503 | 55,578 | 41,970 | 13,608 | 32% |
| 32504 | 782,564 | 731,230 | 51,334 | 7% |
| 32505 | 152,001 | 138,021 | 13,980 | 10% |
| 32506 | 95,881 | 98,416 | (2,535) | -3% |
| 32507 | 675,770 | 585,261 | 90,509 | 15% |
| 32514 | 316,155 | 294,910 | 21,245 | 7% |
| 32526 | 180,757 | 186,180 | (5,423) | -3% |
| 32534 | 93,866 | 93,245 | 621 | 1% |
| 32535 | 1,088 | 996 | 92 | 9% |
| 32561 | 1,733,370 | 1,652,737 | 80,633 | 5% |
| 32562 | - | - | - | 0% |
| 32577 | 235 | 168 | 67 | 40% |
| **Total** | **$ 4,425,010** | **$ 4,122,880** | 302,130 | **7%** |


Tourist Development Tax Collections
5-Year Comparison
Returns through March 31, 2018 (Collected in April 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 March 31, 2018
(Collected April 2018)
Amount Collected
$2,000,000
$1,800,000
$1,600,000
$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
2014
2015
2016
2017
2018

# TOURIST DEVELOPMENT TAX
## 5 YEAR TRENDLINE
## FY 2014 - FY 2018
### Returns through March 31, 2018 (Collected in April 2018)



**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA**
**ESCAMBIA COUNTY FLORIDA**
**FISCAL YEAR 2018**
**AS OF APRIL 30, 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% | **8,054** | 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% |
| 03/18 | **23,638** | 5% | **27,222** | 5% | **7,113** | 1% | **99,293** | 19% | **21,179** | 4% |
| 04/18 | **34,008** | 3% | **38,474** | 4% | **11,949** | 1% | **152,410** | 15% | **34,756** | 4% |
| **Total** | **$ 139,881** | **3%** | **$ 197,864** | **4%** | **$ 55,578** | **1%** | **$ 782,564** | **18%** | **$ 152,001** | **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% | **13,812** | 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% |
| 03/18 | **11,701** | 2% | **85,625** | 16% | **39,610** | 8% | **22,481** | 4% | **11,745** | 2% |
| 04/18 | **18,397** | 2% | **167,734** | 17% | **62,926** | 6% | **33,533** | 3% | **19,546** | 2% |
| **Total** | **$ 95,881** | **2%** | **$ 675,770** | **15%** | **$ 316,155** | **7%** | **$ 180,757** | **4%** | **$ 93,866** | **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% | **851,778** | 100% |
| 11/17 | **186** | 0% | **281,499** | 41% | **-** | 0% | **50** | 0% | **680,297** | 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% |
| 03/18 | **304** | 0% | **174,793** | 33% | **-** | 0% | **33** | 0% | **524,739** | 100% |
| 04/18 | **171** | 0% | **412,832** | 42% | **-** | 0% | **85** | 0% | **986,822** | 100% |
| **Total** | **$ 1,088** | **0%** | **$ 1,733,370** | **39%** | **$ -** | **0%** | **$ 235** | **0%** | **$ 4,425,010** | **100%** |

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

| | Zip Code | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 32501 | | 32502 | | 32503 | | 32504 | | 32505 | |
| Month of Collection | Downtown Area | % OF Total | Other Downtown Area | % OF Total | Cordova Mall & South Area | % OF Total | Davis & Scenic Hwy South of I-10 including Airport Area | % OF Total | South of Michigan Av East of Mobile Hwy West of Pace Blvd | % OF Total |
| 10/16 | **19,380** | 3% | **28,706** | 4% | **7,582** | 1% | **107,704** | 14% | **18,717** | 2% |
| 11/16 | **16,302** | 2% | **29,923** | 4% | **6,327** | 1% | **113,135** | 16% | **19,922** | 3% |
| 12/16 | **14,867** | 3% | **25,670** | 5% | **5,411** | 1% | **99,858** | 21% | **16,651** | 3% |
| 01/17 | **12,246** | 3% | **20,593** | 5% | **4,367** | 1% | **80,988** | 21% | **15,052** | 4% |
| 02/17 | **12,855** | 3% | **20,184** | 5% | **4,061** | 1% | **88,341** | 22% | **16,726** | 4% |
| 03/17 | **16,219** | 3% | **26,153** | 5% | **5,274** | 1% | **95,993** | 19% | **19,123** | 4% |
| 04/17 | **20,894** | 2% | **35,754** | 4% | **8,948** | 1% | **145,212** | 17% | **31,829** | 4% |
| **Total** | **$ 112,763** | **2%** | **$ 186,983** | **4%** | **$ 41,970** | **1%** | **$ 731,230** | **15%** | **$ 138,021** | **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% |
| 03/17 | **13,158** | 3% | **70,759** | 14% | **40,304** | 8% | **30,673** | 6% | **13,739** | 3% |
| 04/17 | **21,455** | 2% | **129,291** | 15% | **62,062** | 7% | **31,662** | 4% | **19,449** | 2% |
| **Total** | **$ 98,416** | **2%** | **$ 585,261** | **18%** | **$ 294,910** | **6%** | **$ 186,180** | **$ -** | **$ 93,245** | **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% | **316,293** | 45% | | 0% | | 0% | **710,343** | 100% |
| 12/16 | **135** | 0% | **180,363** | 37% | **-** | 0% | | 0% | **483,151** | 100% |
| 01/17 | **75** | 0% | **137,912** | 35% | **-** | 0% | | 0% | **390,380** | 100% |
| 02/17 | **135** | 0% | **118,318** | 30% | **-** | 0% | | 0% | **397,875** | 100% |
| 03/17 | **126** | 0% | **172,429** | 34% | **-** | 0% | | 0% | **503,949** | 100% |
| 04/17 | **191** | 0% | **355,829** | 41% | **-** | 0% | **68** | 0% | **862,643** | 100% |
| **Total** | **$ 996** | **0%** | **$ 1,652,737** | **45%** | **$ -** | **0%** | **$ 168** | **0%** | **$ 4,122,880** | **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 |
| MAR | FEB | 215,131 | 201,473 | 241,571 | 270,226 | 283,812 | 286,019 | 309,204 | 367,477 | 377,962 | 393,554 |
| APR | MAR | 297,195 | 330,261 | 397,690 | 464,002 | 518,242 | 510,758 | 550,693 | 626,572 | 646,982 | 740,116 |
| | | | | | | | | | | | |
| | TOTAL | **$ 1,553,005** | **$ 1,596,169** | **$ 1,848,592** | **$ 2,040,295** | **$ 2,193,521** | **$ 2,218,057** | **$ 2,496,819** | **$ 2,876,188** | **$ 3,092,160** | **$ 3,318,756** |

**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 |
| MAR | FEB | 71,710 | 67,158 | 80,524 | 90,075 | 94,604 | 95,340 | 103,068 | 122,492 | 125,987 | 131,185 |
| APR | MAR | 99,065 | 110,087 | 132,563 | 154,667 | 172,747 | 170,253 | 183,564 | 208,857 | 215,661 | 246,706 |
| | | | | | | | | | | | |
| TOTAL | | **$517,668** | **$532,056** | **$616,198** | **$680,099** | **$731,174** | **$739,352** | **$832,273** | **$958,729** | **$1,030,720** | **$1,106,252** |

**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-14187** **Clerk & Comptroller's Report 11. 2.**
**BCC Regular Meeting** **Consent**
**Meeting Date:** 06/07/2018
**Issue:** April 2018 Investment Report
**From:** Pam Childers, Clerk of the Circuit Court & Comptroller
**Organization:** Clerk & Comptroller's Office

## Recommendation:

Recommendation Concerning Acceptance of the April 30, 2018 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended April 30, 2018, as required by Ordinance Number 95-13; on April 30, 2018, the portfolio market value was $371,954,272 and portfolio earnings totaled $304,167 for the month; the short-term portfolio yield 1.43%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 1.69%; the long-term CORE portfolio achieved a yield of 2.53%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.57%.

## Attachments

April 2018 Investment Report

# INVESTMENT PORTFOLIO SUMMARY REPORT

## ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
## INVESTMENT PORTFOLIO SUMMARY REPORT
## FISCAL YEAR 2017-2018
## April 30, 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**
**April 30, 2018**

## INVESTMENT PORTFOLIO COMPOSITION

| SUMMARY OF INVESTMENT ALLOCATION | Market Value March 31, 2018 | Market Value April 30, 2018 |
|---|---|---|
| Bank Accounts | $ 21,873,957 | $ 31,067,710 |
| Money Market Accounts | 60,876,458 | 48,908,447 |
| State Board of Administration | 60,872,040 | 53,961,134 |
| Local Government Investment Pools | 75,171,010 | 75,150,551 |
| Certificates of Deposit | 60,138,386 | 60,138,386 |
| Money Market Mutual Fund | 5,942,421 | 6,040,719 |
| U.S. Treasury Bond/Notes | 39,373,529 | 39,167,573 |
| Federal Agency Bond/Note | 31,156,836 | 31,124,887 |
| Municipal Bonds | 3,900,850 | 3,893,840 |
| Corporate Notes | 22,543,015 | 22,501,027 |
| Total Portfolio Assets: | $ 381,848,502 | $ 371,954,272 |
| **Current Month Earnings:** | **$ 416,206** | **$ 304,167** |
| **Fiscal Year to Date Earnings:** | **$ 1,683,021** | **$ 1,987,187** |

## SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

| SHORT TERM PORTFOLIO: | March 31, 2018 | April 30, 2018 |
|---|---|---|
| **Market Value** | **$ 278,931,851** | **$ 269,226,227** |
| **Short Term Portfolio Yield:** | **1.38%** | **1.43%** |
| Benchmark: S&P GIP Index 30 Day Gross of Fees Yield: | 1.54% | 1.69% |
| **Fiscal YTD Earnings:** | **939,118** | **1,115,893** |

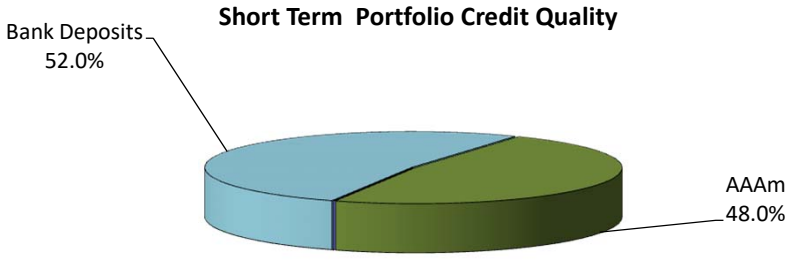
| LONG TERM CORE PORTFOLIO: | March 31, 2018 | April 30, 2018 |
|---|---|---|
| | **$ 102,916,651** | **$ 102,728,045** |
| **CORE Portfolio Yield to Maturity at Market:** | **2.40%** | **2.53%** |
| Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index: | 2.36% | 2.57% |
| **CORE Portfolio Total Return:** | **0.21%** | **-0.14%** |
| Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index: | 0.32% | -0.35% |
| **Effective Duration (Years)** | **2.07** | **1.99** |
| Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index: | 2.59 | 2.57 |
| **Fiscal YTD Earnings:** | **743,902** | **871,294** |

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**
**INVESTMENT PORTFOLIO REPORT**
**FISCAL YEAR 2017-2018**
**April 30, 2018**

## SHORT TERM INVESTMENT PORTFOLIO:

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

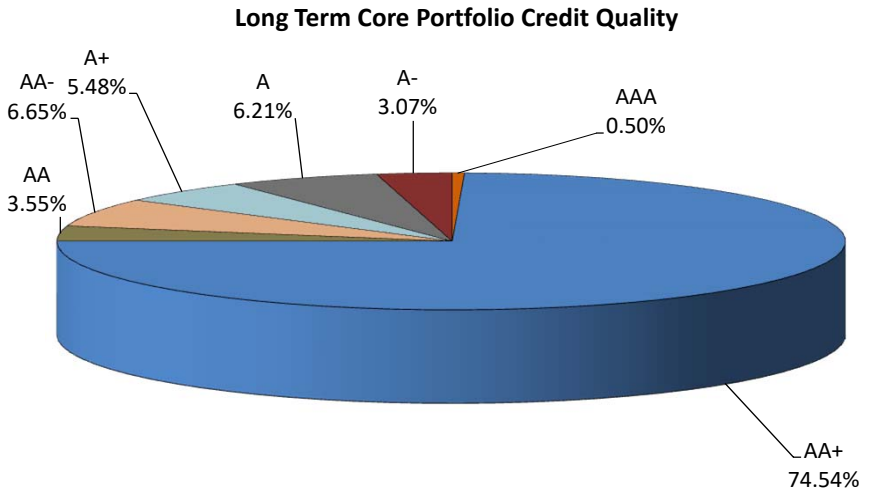
| Investment Type | Market Value | Percent Allocation |
|---|---|---|
| Bank of America Checking Account | $ 31,067,710 | 11.5% |
| Money Market Accounts | 48,908,447 | 18.2% |
| Certificates of Deposit | 60,138,386 | 22.3% |
| State Board of Administration | 53,961,134 | 20.0% |
| Local Government Investment Pools | 75,150,551 | 27.9% |
| Total Short Term Portfolio Assets: | **$ 269,226,227** | **100.0%** |




## LONG TERM INVESTMENT PORTFOLIO:

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

| Investment Type | Market Value | Percent Allocation |
|---|---|---|
| U.S. Treasury Bond / Note | $ 39,167,573 | 38.1% |
| Federal Agency Bond / Note | 31,124,887 | 30.3% |
| Municipal Obligations | 3,893,840 | 3.8% |
| Corporate Note | 22,501,027 | 21.9% |
| Money Market Mutual Fund - Federated Government | 6,040,719 | 5.9% |
| Total Long Term Core Portfolio Assets: | **$ 102,728,045** | **100.0%** |



**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**
**INVESTMENT POLICY COMPLIANCE REPORT**
**FISCAL YEAR 2017-2018**
**April 30, 2018**

| Security Type | | Market Value | Percent Allocation | Permitted by Policy | In Compliance |
|---|---|---|---|---|---|
| Florida Prime (SBA) | $ | 53,961,134 | 14.5% | 25% | Yes |
| United States Treasury Securities | | 39,167,573 | 10.5% | 100% | Yes |
| Federal Instrumentalities | | 31,124,887 | 8.4% | 50% | Yes |
| Local Government Investment Pools | | 75,150,551 | 20.2% | 50% | Yes |
| Certificates of Deposit | | 60,138,386 | 16.2% | 50% | Yes |
| Savings Accounts | | 48,908,447 | 13.1% | 50% | Yes |
| Corporate Notes | | 22,501,027 | 6.0% | 25% | Yes |
| State and/or Local Government Debt | | 3,893,840 | 1.0% | 25% | Yes |
| Bank Accounts - Bank of America | | 31,067,710 | 8.35% | 100% | Yes |
| Money Market Mutual Fund | | 6,040,719 | 1.6% | 50% | Yes |
| **Total Investment Holdings** | **$** | **371,954,272** | **100.0%** | | |

| Individual Issuer Breakdown | Market Value | Percent Allocation | Permitted by Policy | In Compliance |
|---|---|---|---|---|
| American Express Co | 994,141 | 0.3% | 5% | Yes |
| American Honda Finance | 410,476 | 0.1% | 5% | Yes |
| Bank Accounts - Bank of America | 31,067,710 | 8.4% | 100% | Yes |
| BBVA Compass | 25,065,424 | 6.7% | 15% | Yes |
| Centennial Bank | 30,116,907 | 8.1% | 15% | Yes |
| Caterpillar INC | 730,712 | 0.2% | 5% | Yes |
| Cisco Systems Inc. | 1,999,148 | 0.5% | 5% | Yes |
| City of New York | 1,689,290 | 0.5% | 5% | Yes |
| Coca-Cola Company | 314,518 | 0.1% | 5% | Yes |
| Colgate-Palmolive Co | 750,000 | 0.2% | 5% | Yes |
| Deere & Company | 1,147,779 | 0.3% | 5% | Yes |
| Exxon Mobil Corporate Notes | 995,049 | 0.3% | 5% | Yes |
| Fannie Mae | 11,866,967 | 3.2% | 5% | Yes |
| Federal Home Loan Bank (FHLB) | 14,931,492 | 4.0% | 25% | Yes |
| Fidelity Institutional Government MMF | 6,040,719 | 1.6% | 25% | Yes |
| FLCLASS | 5,097,351 | 1.4% | 25% | Yes |
| Florida Prime (SBA) | 53,961,134 | 14.5% | 25% | Yes |
| Florida Local Government Investment Trust | 70,053,200 | 18.8% | 25% | Yes |
| Freddie Mac | 4,326,428 | 1.2% | 25% | Yes |
| Hancock Bank | 22,905,770 | 6.2% | 15% | Yes |
| Home Depot Inc. | 461,329 | 0.1% | 5% | Yes |
| Intel Corporation | 970,712 | 0.3% | 5% | Yes |
| International Business Machines | 969,384 | 0.3% | 5% | Yes |
| JP Morgan Chase Corporate Notes | 981,020 | 0.3% | 5% | Yes |
| Microsoft Corporate Notes | 487,726 | 0.1% | 5% | Yes |
| Mississippi State | 750,492 | 0.2% | 5% | Yes |
| Oracle Corp | 976,081 | 0.3% | 5% | Yes |
| Pepsico, Inc. | 1,030,792 | 0.3% | 5% | Yes |
| Pfizer Inc Corporate Notes | 995,400 | 0.3% | 5% | Yes |
| Proctor & Gamble Co | 635,779 | 0.2% | 5% | Yes |

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**
**INVESTMENT POLICY COMPLIANCE REPORT**
**FISCAL YEAR 2017-2018**
**April 30, 2018**

| Individual Issuer Breakdown | | Market Value | Percent Allocation | Permitted by Policy | In Compliance |
|---|---|---|---|---|---|
| Servisfirst Bank | | 30,958,732 | 8.3% | 15% | Yes |
| State of Connecticut | | 676,566 | 0.2% | 5% | Yes |
| State Street Corporation | | 992,259 | 0.3% | 5% | Yes |
| The Bank of New York Mellon Corporation | | 1,999,180 | 0.5% | 5% | Yes |
| The Walt Disney Corporation | | 487,282 | 0.1% | 5% | Yes |
| Toyota Motor Corp | | 2,063,069 | 0.6% | 5% | Yes |
| United Parcel Service Inc. | | 484,308 | 0.1% | 5% | Yes |
| United States Treasury Securities | | 39,167,573 | 10.5% | 100% | Yes |
| University of WA Taxable Revenue Bonds | | 777,492 | 0.2% | 5% | Yes |
| Visa Inc | | 627,835 | 0.2% | 5% | Yes |
| Wells Fargo &Company Corporate Notes | | 997,048 | 0.3% | 5% | Yes |
| **Total Investment Holdings** | **$** | **371,954,272** | **100.0%** | | |

**AI-14246** **Clerk & Comptroller's Report 11. 3.**
**BCC Regular Meeting** **Consent**
**Meeting Date:** 06/07/2018
**Issue:** Proclamation Declaring State of Local Emergency
**From:** Pam Childers, Clerk of the Circuit Court & Comptroller
**Organization:** Clerk & Comptroller's Office

## Recommendation:

Recommendation Concerning Proclamation Declaring State of Local Emergency

That the Board accept, for filing with the Board's Minutes, the Proclamation Declaring State of Local Emergency due to the imminent threat of Tropical Storm Alberto, effective for seven (7) days beginning 5:00 p.m., central time, on May 25, 2018; the Proclamation was executed by the Chairman and filed with the Department of State on May 25, 2018.

## Attachments

Proclamation Declaring State of Local Emergency

**PROCLAMATION**
**DECLARING STATE OF LOCAL EMERGENCY**

WHEREAS, the Emergency Management Division has advised that Tropical Storm Alberto has the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as their real and personal property; and

WHEREAS, after due and reasonable effort, it is not possible to convene the Board of County Commissioners in a special emergency meeting; and

WHEREAS, pursuant to Escambia County Code Section 37-35(a)(1), in the event a special meeting of the Board of County Commissioners cannot be convened, the Chairman of the Board of County Commissioners may declare a state of local emergency.

NOW THEREFORE, pursuant to Escambia County Code Section 37-35(a)(1), I hereby proclaim, find, and declare:

1. The above recitals are true and are incorporated herein.
2. I am the duly selected Chairman of the Board of County Commissioners of Escambia County, Florida.
3. After due and reasonable effort, it is not possible to convene the Board of County Commissioners in a special emergency meeting.
4. Pursuant to Escambia County Code Section 37-35(a)(1), in the event a special meeting of the Board of County Commissioners cannot be convened, the Chairman of the Board of County Commissioners may declare a state of local emergency.

5. A state of local emergency hereby exists in Escambia County, Florida, effective for seven (7) days beginning 5:00 P.m., central time, this 25th day of May, 2018.

6. On behalf of the Board of County Commissioners, I hereby waive the procedures and formalities otherwise required of Escambia County pertaining to:

   a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.

   b. Entering into contracts.

   c. Incurring obligations.

   d. Employment of permanent and temporary workers.

   e. Utilization of volunteer workers.

   f. Rental of equipment.

   g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

   h. Appropriation and expenditure of public funds.

7. The County Administrator, or his designee is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly

or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance and the adopted Escambia County Management Plan.

8. The Comprehensive Emergency Management Plan is hereby activated.

9. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or his designee, or until further action by the Board of County Commissioners terminates such authority or declares that the state of local emergency has ended.

10. This Proclamation shall be transmitted to the Secretary of State upon adoption.

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: _____
Date: 5/25/18

Dated this 25th day of May, 2018.

FLORIDA DEPARTMENT of STATE

**RICK SCOTT**
Governor

**KEN DETZNER**
Secretary of State

May 29, 2018

Honorable Pam Childers
Clerk of the Circuit Court and Comptroller
Escambia County
Suite 130
221 Palafox Place
Pensacola, Florida 32502-5843

Attention: Ms. Heather Mahoney, Manager

Dear Ms. Childers:

This will acknowledge receipt of your electronic copy of the PROCLAMATION DECLARING STATE OF LOCAL EMERGENCY, which was filed in this office on May 25, 2018.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

**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-14249** **Clerk & Comptroller's Report 11. 4.**
**BCC Regular Meeting** **Consent**
**Meeting Date:** 06/07/2018
**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 Financial Statements September 30, 2017, as provided by Amanda Bedenbaugh, Chief, Bureau of Finance and Accounting, Northwest Florida Water Management District;

B. A copy of the Third Amendment to Economic Development Transportation Project Fund Agreement (On-System), executed by the Chairman on April 26, 2018, based on the Board's action of November 30, 2017, authorizing the Chairman to sign any other documents associated with time extensions, subject to Legal sign-off, without further action of the Board; and

C. Closing documents for sale of surplus properties located at 13 Elegans Avenue and 200 Block of Seamarge Lane, based on the Board's action of July 10, 2014, approving the sale of 19 parcels of real property that were escheated to the County.

**Attachments**
FY 2017 Northwest Florida Water Management District
20171130 CAR I-8
20140710 CAR II-7

## DeLana Allen-Busbee (COC)

**From:** Sharon Harrell (COC)
**Sent:** Tuesday, May 15, 2018 10:14 AM
**To:** Liz Carew (COC)
**Cc:** Donna Brewton (COC); DeLana Allen-Busbee (COC)
**Subject:** FW: Audited Financial Statements
**Attachments:** FY 2017 Northwest Florida Water Management District.pdf

**Sharon Harrell, CPA**
**Interim Finance Director**
PAM CHILDERS, Clerk of Circuit Court & Comptroller
First Judicial Circuit, Escambia County
221 Palafox Place, Suite 130
Pensacola, FL 32502-5843
☎ 850-595-4825
SHarrell@escambiaclerk.com
www.EscambiaClerk.com

*Notice: Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email and your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.*

**From:** Pam Childers (COC)
**Sent:** Tuesday, May 15, 2018 9:03 AM
**To:** Sharon Harrell (COC)
**Subject:** FW: Audited Financial Statements

***PAM CHILDERS***
***Clerk of the Circuit Court & Comptroller***
First Judicial Circuit, Escambia County
(850) 595-4314

**From:** Amanda Bedenbaugh [mailto:Amanda.Bedenbaugh@nwfwater.com]
**Sent:** Monday, May 14, 2018 12:27 PM
**To:** Bay County Clerk of the Circuit Court (webbaycoclerk@baycoclerk.com); Carla Hand; Pam Childers (COC); Franklin County Clerk of the Circuit Court (mmjohnson@franklinclerk.com); Gadsden County Clerk of the Circuit Court(clerkofcourt@gadsdenclerk.com); Gulf County Clerk of the Circuit Court (info@gulfclerk.com); Holmes County Clerk of the Circuit Court; Jackson County Clerk of the Circuit Court (clerkmail@jacksonclerk.com); Jefferson County Clerk of the Circuit Court(kreams@jeffersonclerk.com); Leon County Clerk of the Circuit Court; Liberty County Clerk of the Circuit Court(info@libertyclerk.com); J D. Peacock; Donald Spencer; Brent Thurmond; Alex Alford; Lora Bell
**Cc:** Brett Cyphers; Guy Gowens; Wendy Dugan
**Subject:** Audited Financial Statements

Pursuant to Chapter 373.536(6), Florida Statutes, the Northwest Florida Water Management District is pleased to submit the Audited Financial Statements for the fiscal year ending September 30, 2017.

If you have any questions or would like to request a printed copy of the report, please contact me at the number below.

*Amanda Bedenbaugh*
Chief, Bureau of Finance and Accounting
Northwest Florida Water Management District
81 Water Management Drive
Havana, FL 32333
850 539 5999

# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

## FINANCIAL STATEMENTS

## SEPTEMBER 30, 2017

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**FINANCIAL STATEMENTS**

**SEPTEMBER 30, 2017**

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**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**FINANCIAL STATEMENTS**

**SEPTEMBER 30, 2017**

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Purvis Gray & Company

# INDEPENDENT AUDITORS' REPORT

To the Honorable Governing Board
Northwest Florida Water Management District

**Report on the Financial Statements**
We have audited the accompanying financial statements of the governmental activities and each major fund of Northwest Florida Water Management District (the District), a component unit of the State of Florida, as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

**Management's Responsibility for the Financial Statements**
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditors' Responsibility**
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

**Opinions**
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District, as of September 30, 2017, and the respective changes in financial position thereof, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Certified Public Accountants**
P.O. Box 141270 • 222 N.E. 1st Street • Gainesville, Florida 32614-1270 • (352) 378-2461 • FAX (352) 378-2505
Laurel Ridge Professional Center • 2347 S.E. 17th Street • Ocala, Florida 34471 • (352) 732-3872 • FAX (352) 732-0542
443 East College Avenue • Tallahassee, Florida 32301 • (850) 224-7144 • FAX (850) 224-1762
5001 Lakewood Ranch Blvd. N., Suite 101 • Sarasota, Florida 34240 • (941) 907-0350 • FAX (941) 907-0309
MEMBERS OF AMERICAN AND FLORIDA INSTITUTES OF CERTIFIED PUBLIC ACCOUNTANTS
MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS

**INDEPENDENT AUDITORS' REPORT**
***(Concluded)***

## Other Matters

*Required Supplementary Information*
Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and required supplementary information as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Other Information*
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance) and Chapter 10.550, *Rules of the Auditor General of the State of Florida*, and is also not a required part of the basic financial statements. The Schedule of Expenditures of Federal Awards and State Financial Assistance is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. This information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards and State Financial Assistance is fairly stated, in all material respects, in relation to the financial statements as a whole.

## Other Reporting Required by *Government Auditing Standards*
In accordance with *Government Auditing Standards,* we have also issued our report dated April 30, 2018, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Purvis, Gray and Company, LLP

April 30, 2018
Tallahassee, Florida

## MANAGEMENT DISCUSSION AND ANALYSIS

As management of the Northwest Florida Water Management District, we offer readers of the Northwest Florida Water Management District's financial statements this narrative overview and analysis of the financial activities of the Northwest Florida Water Management District for the fiscal year ended September 30, 2017.

### Financial Highlights

At the end of the most recent fiscal year, the Northwest Florida Water Management District's:

- Assets exceeded its liabilities by $199,681,582 (*net position*). Of this amount, $15,505,910 (*unrestricted net position*) may be used to meet the government's ongoing obligations to citizens and creditors.

- Governmental funds reported combined ending fund balances of $26,487,338, a decrease of $3,056,274 from the previous year.

- Unassigned fund balance for the general fund was $0 and assigned fund balance was $6,789,529 for all funds.

### Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Northwest Florida Water Management District's basic financial statements. The Northwest Florida Water Management District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

**Government-wide financial statements—**The government-wide financial statements are designed to provide readers with a broad overview of the Northwest Florida Water Management District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the Northwest Florida Water Management District's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Northwest Florida Water Management District is improving or declining.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused vacation leave).

The government-wide financial statements distinguish functions of the Northwest Florida Water Management District that are principally supported by taxes and intergovernmental revenues (governmental activities). The governmental activities of the Northwest Florida Water Management District include: water resources planning and monitoring; acquisition, restoration and public works; operation and maintenance of lands and works; regulation; outreach; and administration.

**Overview of the Financial Statements *(Continued)***

**Government-wide financial statements—***(Concluded)*
The government-wide financial statements include only the Northwest Florida Water Management District, a component unit of the State of Florida.

The government-wide financial statements can be found on pages 9 - 10 of this report.

**Fund financial statements—**A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Northwest Florida Water Management District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Northwest Florida Water Management District are in one category: governmental funds.

**Governmental funds**—Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term* inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's *near-term* financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's *near-term* financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Northwest Florida Water Management District maintains six individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the General Fund, Projects Fund, Capital Projects Fund, Land Management Fund, Regulation Fund, and Mitigation Fund, all of which are considered to be major funds.

The governmental fund financial statements can be found on pages 11 and 13 of this report.

**Notes to the financial statements—**The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 15 - 39 of this report.

**Other information—**In addition to the basic financial statements and accompanying notes, this report also presents required supplementary information concerning Northwest Florida Water Management District's budgetary comparison for its major funds as well as the other post-employment benefits retirement healthcare plan schedule of funding progress and schedule of employer contributions. The Northwest Florida Water Management District adopts an annual appropriated budget for all funds. A budgetary comparison schedule has been provided for the general fund and each major fund to demonstrate compliance with this budget and can be found on pages 40 - 44.

**Government-wide Financial Analysis**

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Northwest Florida Water Management District, assets exceeded liabilities by $199,681,582 at the close of the most recent fiscal year.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**
**STATEMENT OF NET POSITION**

| | 2017 | 2016 |
|---|---|---|
| Current and Other Assets | $ 47,371,665 | $ 47,997,016 |
| Capital Assets: | | |
| Land and Other Improvements | 172,608,045 | 172,317,863 |
| Other Capital Assets, Net of Depreciation | 6,112,465 | 6,239,639 |
| **Total Assets** | 226,092,175 | 226,554,518 |
| **Total Deferred Ouflows of Resources** | 2,504,179 | 2,510,378 |
| Long-term Liabilities Outstanding | 7,164,567 | 7,128,572 |
| Other Liabilities | 20,884,327 | 18,247,082 |
| **Total Liabilities** | 28,048,894 | 25,375,654 |
| **Total Deferred Inflows of Resources** | 865,878 | 347,303 |
| **Net Position** | | |
| Investment in Capital Assets | 178,720,510 | 178,557,502 |
| Restricted | 5,455,162 | 3,294,428 |
| Unrestricted | 15,505,910 | 21,490,009 |
| **Total Net Position** | $ 199,681,582 | $ 203,341,939 |

(Fiscal year 2016 net position has not been restated on this schedule)

By far the largest portion of the Northwest Florida Water Management District's net position (90 percent) reflects its investment in capital assets (e.g., land, buildings, machinery, and equipment), less any related debt used to acquire those assets that is still outstanding. The Northwest Florida Water Management District uses these capital assets to protect environmentally sensitive lands and to provide services to citizens; consequently, these assets are not available for future spending.

An additional portion of the Northwest Florida Water Management District's net position (2.7 percent) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position ($15,505,910) may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the Northwest Florida Water Management District is able to report positive balances in all three categories of net position.

**Government-wide Financial Analysis *(Concluded)***

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**
**CHANGE IN NET POSITION**

| | 2017 | 2016 |
|---|---|---|
| **Revenues** | | |
| Program Revenues: | | |
| Charges for Services | $ 444,810 | $ 419,135 |
| Operating Grants and Contributions | 14,863,833 | 14,002,036 |
| Capital Grants and Contributions | 179,066 | 95,350 |
| General Revenues: | | |
| Property Taxes | 3,317,303 | 3,280,708 |
| Grants and Contributions not Restricted to Specific Programs | 472,153 | 238,438 |
| Other | 2,097,102 | 1,147,388 |
| **Total Revenues** | 21,374,267 | 19,183,055 |
| **Expenses** | | |
| Water Resources Planning and Monitoring | 4,945,742 | 4,727,170 |
| Acquisition, Restoration, and Public Works | 10,642,988 | 10,321,559 |
| Operation and Maintenance of Lands and Works | 3,389,508 | 3,220,404 |
| Regulation | 3,511,959 | 3,341,705 |
| Outreach | 165,537 | 170,049 |
| Administration | 2,172,567 | 2,226,153 |
| **Total Expenses** | 24,828,301 | 24,007,040 |
| **Changes in Net Position** | (3,454,034) | (4,823,985) |
| **Net Position, Beginning of Year** | 203,341,939 | 208,165,924 |
| **Restatement (See Note 9)** | (206,323) | 0 |
| **Net Position, End of Year** | $ 199,681,582 | $ 203,341,939 |

**Governmental activities**—Governmental activities at the end of the most recent fiscal year decreased Northwest Florida Water Management District's net position by $3,454,034. The decrease is largely attributed to a continued use of fund balance for water supply development assistance grants.

**Financial Analysis of the Government's Funds**

As noted earlier, the Northwest Florida Water Management District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**Financial Analysis of the Government's Funds *(Concluded)***

**Governmental funds**—The focus of the Northwest Florida Water Management District's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources.

Such information is useful in assessing the Northwest Florida Water Management District's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the most recent fiscal year, the Northwest Florida Water Management District's governmental funds reported combined ending fund balances of $26,487,338 a decrease of $3,056,274 in comparison with the prior year. Currently, there is $0 unassigned fund balance. The District's fund balance is in nonspendable, restricted, committed, or assigned form to indicate that it is not available for new spending because it has already been committed to activities associated with the general fund, various special revenue funds, and the capital projects fund.

The general fund is the chief operating fund of the Northwest Florida Water Management District. At the end of the most recent fiscal year, unassigned fund balance was $0 and total fund balance of the general fund was $15,614,649.

Additionally, the fund balance of the Northwest Florida Water Management District's general fund decreased by $3,403,922. The key factor for this decrease was water supply development assistance grants of $5,227,487 issued to address important local and regional needs throughout the District.

**General Fund Budgetary Highlights**

There were no significant differences between the original and final adopted budgets of the District during the year.

**Capital Asset and Debt Administration**

**Capital assets**—The Northwest Florida Water Management District's investment in capital assets for its governmental activities as of September 30, 2017, amounts to $178,720,510 (net of accumulated depreciation). This investment in capital assets includes land, easements, building, infrastructure, vehicles, office equipment, field equipment, and computer equipment. There were no significant changes in the Northwest Florida Water Management District's investment in capital assets for the current fiscal year.

Additional information of the Northwest Florida Water Management District's capital assets can be found in Note 4 on page 24 of this report.

**Economic Factors and Next Year's Budgets and Rates**

1. The District's primary revenue sources are state grants derived from documentary stamp taxes and general revenue as well as ad valorem (property) taxes.

**Economic Factors and Next Year's Budgets and Rates *(Concluded)***

2. Since FY 2011-2012, the millage rate has been 0.04 mills. In FY 2014-2015 and each year thereafter, the Governing Board has adopted the rolled-back millage rate (the rate that would generate the same amount of property taxes as the prior year). In FY 2017-2018, the adopted millage rate was 0.0353 which is 29.4 percent below the constitutional and statutory cap of 0.05 mills.

3. The FY 2017-2018 Adopted Budget is $65.2 million, an increase of $3.0 million or 4.8 percent above the FY 2016-2017 Amended Budget. The increase is primarily attributable to additional legislative funds for springs protection and restoration projects. Total funding consists of $33.0 million in new revenue, $24.7 million in revenue received and/or appropriated in prior years, and $7.5 million in fund balance. Approximately three-fourths of the budget, $46.5 million, is for springs projects, water supply development assistance, and watershed restoration. Over a fourth (26.0 percent) of the $65.2 million represents recurring needs.

4. The District has accumulated resources over the past fiscal years and is spending down those resources for operations and for water resource and supply development projects.

**Requests for Information**

This financial report is designed to provide a general overview of the Northwest Florida Water Management District's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**
**STATEMENT OF NET POSITION**
**SEPTEMBER 30, 2017**

| | Governmental Activities |
|---|---|
| **Assets** | |
| Cash and Cash Equivalents | $ 3,053,893 |
| Investments | 40,105,397 |
| Accounts Receivable | 139,339 |
| Due from Other Governments | 4,065,036 |
| Other Assets | 8,000 |
| Capital Assets Not Being Depreciated | 172,608,045 |
| Capital Assets Being Depreciated, Net | 6,112,465 |
| **Total Assets** | 226,092,175 |
| **Deferred Outflows of Resources** | |
| Pension Related | 2,504,179 |
| **Liabilities** | |
| Accounts Payable and Accrued Expenses | 2,502,533 |
| Due to Other Governments | 3,380,629 |
| Deposits | 357,850 |
| Unearned Revenue | 14,643,315 |
| Long-term Liabilities: | |
| Due Within One Year | 680,370 |
| Due in More than One Year | 6,484,197 |
| **Total Liabilities** | 28,048,894 |
| **Deferred Inflows of Resources** | |
| Pension Related | 865,878 |
| **Net Position** | |
| Investment in Capital Assets | 178,720,510 |
| Restricted for: | |
| Regulatory Permitting, Licensing, and Enforcement Activities | 1,925,521 |
| Mitigation Projects | 1,712,189 |
| Minimum Flow and Minimum Levels | 1,817,452 |
| Unrestricted | 15,505,910 |
| **Total Net Position** | $ 199,681,582 |

The accompanying notes are an integral part of the financial statements.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**
**STATEMENT OF ACTIVITIES**
**FOR THE YEAR ENDED SEPTEMBER 30, 2017**

| Functions/Programs | Expenses | Program Revenues: Charges for Services | Program Revenues: Operating Grants and Contributions | Program Revenues: Capital Grants and Contributions | Net (Expense) Revenue and Change in Net Position |
|---|---|---|---|---|---|
| **Governmental Activities** | | | | | |
| Water Resources Planning and Monitoring | $ 4,945,742 | $ 0 | $ 5,084,066 | $ 0 | $ 138,324 |
| Acquisition, Restoration, and Public Works | 10,642,988 | 0 | 5,356,726 | 179,066 | (5,107,196) |
| Operation and Maintenance of Lands and Works | 3,389,508 | 0 | 1,642,057 | 0 | (1,747,451) |
| Regulation | 3,511,959 | 444,810 | 2,780,984 | 0 | (286,165) |
| Outreach | 165,537 | 0 | 0 | 0 | (165,537) |
| Administration | 2,172,567 | 0 | 0 | 0 | (2,172,567) |
| **Total Governmental Activities** | $ 24,828,301 | $ 444,810 | $ 14,863,833 | $ 179,066 | (9,340,592) |
| **General Revenues** | | | | | |
| Property Taxes | | | | | 3,317,303 |
| Unrestricted Investment Earnings | | | | | 472,153 |
| Miscellaneous | | | | | 2,097,102 |
| **Total General Revenues** | | | | | 5,886,558 |
| **Change in Net Position** | | | | | (3,454,034) |
| **Net Position, Beginning of Year (As Restated)** | | | | | 203,135,616 |
| **Net Position, End of Year** | | | | | $ 199,681,582 |

The accompanying notes are an integral part of the financial statements.

# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
# BALANCE SHEET - GOVERNMENTAL FUNDS
# SEPTEMBER 30, 2017

| | | Special Revenue Funds | | | | | |
|---|---|---|---|---|---|---|---|
| | General Fund | Projects Fund | Lands Management Fund | Regulation Fund | Mitigation Fund | Capital Projects Fund | Total Governmental Funds |
| **Assets** | | | | | | | |
| Cash and Cash Equivalents | $ 2,964,045 | $ 0 | $ 0 | $ 89,848 | $ 0 | $ 0 | $ 3,053,893 |
| Investments | 13,356,849 | 2,067,016 | 6,121,903 | 1,925,521 | 16,195,513 | 438,595 | 40,105,397 |
| Accounts Receivable | 0 | 77,915 | 61,424 | 0 | 0 | 0 | 139,339 |
| Due from Other Governments | 0 | 3,804,514 | 0 | 4,718 | 0 | 255,804 | 4,065,036 |
| Due from Other Funds | 1,750,336 | 0 | 0 | 58,092 | 0 | 0 | 1,808,428 |
| Deposits | 46 | 0 | 0 | 7,954 | 0 | 0 | 8,000 |
| **Total Assets** | 18,071,276 | 5,949,445 | 6,183,327 | 2,086,133 | 16,195,513 | 694,399 | 49,180,093 |
| **Liabilities and Fund Balances** | | | | | | | |
| **Liabilities** | | | | | | | |
| Accounts Payable and Accrued Expenses | 1,055,924 | 1,002,631 | 245,514 | 62,851 | 100,598 | 35,015 | 2,502,533 |
| Due to Other Governments | 1,342,611 | 1,804,553 | 10,169 | 7,914 | 6,819 | 208,563 | 3,380,629 |
| Due to Other Funds | 58,092 | 1,214,647 | 126,781 | 0 | 238,529 | 170,379 | 1,808,428 |
| Deposits | 0 | 0 | 268,003 | 89,847 | 0 | 0 | 357,850 |
| Unearned Revenue | 0 | 110,162 | 395,775 | 0 | 14,137,378 | 0 | 14,643,315 |
| **Total Liabilities** | 2,456,627 | 4,131,993 | 1,046,242 | 160,612 | 14,483,324 | 413,957 | 22,692,755 |
| **Fund Balances** | | | | | | | |
| Restricted: | | | | | | | |
| Regulatory Permitting, Licensing, and Enforcement Activities | 0 | 0 | 0 | 1,925,521 | 0 | 0 | 1,925,521 |
| Mitigation Projects | 0 | 0 | 0 | 0 | 1,712,189 | 0 | 1,712,189 |
| Minimum Flow and Minimum Levels | 0 | 1,817,452 | 0 | 0 | 0 | 0 | 1,817,452 |
| Committed: | | | | | | | |
| Land Management, Land Acquisition, Capital Improvements, and Restoration | 0 | 0 | 5,137,085 | 0 | 0 | 280,442 | 5,417,527 |
| Water Supply Development Assistance Grants under Contract | 5,046,767 | 0 | 0 | 0 | 0 | 0 | 5,046,767 |
| Bay County North Bay Reuse Project | 500,000 | 0 | 0 | 0 | 0 | 0 | 500,000 |
| Economic Stabilization | 3,278,353 | 0 | 0 | 0 | 0 | 0 | 3,278,353 |
| Assigned: | | | | | | | |
| Water Resource Planning and Monitoring | 500,000 | 0 | 0 | 0 | 0 | 0 | 500,000 |
| Land Management and Restoration | 500,000 | 0 | 0 | 0 | 0 | 0 | 500,000 |
| Grants | 478,260 | 0 | 0 | 0 | 0 | 0 | 478,260 |
| General Fund Deficiencies | 4,311,269 | 0 | 0 | 0 | 0 | 0 | 4,311,269 |
| District Short-term Projects | 1,000,000 | 0 | 0 | 0 | 0 | 0 | 1,000,000 |
| **Total Fund Balances** | 15,614,649 | 1,817,452 | 5,137,085 | 1,925,521 | 1,712,189 | 280,442 | 26,487,338 |
| **Total Liabilities and Fund Balances** | $ 18,071,276 | $ 5,949,445 | $ 6,183,327 | $ 2,086,133 | $ 16,195,513 | $ 694,399 | $ 49,180,093 |

The accompanying notes are an integral part of the financial statements.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**
**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS**
**TO THE STATEMENT OF NET POSITION**
**SEPTEMBER 30, 2017**

| | | |
|---|---|---|
| **Fund Balances - Total Governmental Funds** | | $ 26,487,338 |
| **Amounts Reported for Governmental Activities in the Statement of Net Position are Different Because:** | | |
| Capital assets used in governmental activities are not financial funds. | | 178,720,510 |
| Certain pension-related amounts are being deferred and amortized over a period of years or are being deferred as contributions to the plan made after the measurement date: | | |
| Deferred Outflows Related to Pensions | $ 2,504,179 | |
| Deferred Inflows Related to Pensions | (865,878) | 1,638,301 |
| Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds: | | |
| Other Postemployment Benefits | (394,331) | |
| Compensated Absences | (680,370) | |
| Net Pension Liability | (6,089,866) | (7,164,567) |
| **Net Position of Governmental Activities** | | $ 199,681,582 |

The accompanying notes are an integral part of the financial statements.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**
**STATEMENT OF REVENUES, EXPENDITURES, AND**
**CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS**
**FOR THE YEAR ENDED SEPTEMBER 30, 2017**

| | | Special Revenue Funds | | | | | |
|---|---|---|---|---|---|---|---|
| **Revenues** | **General Fund** | **Projects Fund** | **Lands Management Fund** | **Regulation Fund** | **Mitigation Fund** | **Capital Projects Fund** | **Total Governmental Funds** |
| Property Taxes | $ 2,517,665 | $ 0 | $ 24,419 | $ 775,218 | $ 0 | $ 0 | $ 3,317,302 |
| Permits and Licenses | 0 | 0 | 0 | 444,810 | 0 | 0 | 444,810 |
| Timber Sales | 0 | 0 | 1,568,998 | 0 | 0 | 0 | 1,568,998 |
| Intergovernmental Revenue | 76,346 | 8,269,042 | 1,635,557 | 2,812,923 | 726,623 | 281,109 | 13,801,600 |
| Federal Grants | 0 | 1,055,733 | 6,500 | 0 | 0 | 0 | 1,062,233 |
| Investment Income | 191,928 | 19,161 | 65,198 | 18,479 | 174,761 | 2,626 | 472,153 |
| Miscellaneous Revenue | 2,420 | 360,723 | 129,444 | 8,573 | 2,267 | 0 | 503,427 |
| **Total Revenues** | 2,788,359 | 9,704,659 | 3,430,116 | 4,060,003 | 903,651 | 283,735 | 21,170,523 |
| **Expenditures** | | | | | | | |
| Salaries | 1,196,434 | 1,536,413 | 892,736 | 1,812,425 | 179,821 | 7,558 | 5,625,387 |
| Employee Benefits | 473,142 | 558,411 | 407,637 | 733,068 | 67,955 | 3,933 | 2,244,146 |
| Professional/Contractual Services | 171,284 | 2,922,518 | 755,083 | 246,899 | 335,009 | 4,250 | 4,435,043 |
| Services | 330,431 | 187,595 | 402,817 | 466,056 | 38,145 | 0 | 1,425,044 |
| Commodities | 58,050 | 70,493 | 324,598 | 52,416 | 55,375 | 0 | 560,932 |
| Capital Outlay | 33,715 | 132,283 | 211,267 | 59,241 | 2,119 | 345,995 | 784,620 |
| Grants and Aids | 5,227,487 | 3,940,815 | 8,000 | 0 | 0 | 0 | 9,176,302 |
| Administrative Overhead Allocated | (1,267,037) | 428,071 | 264,718 | 521,377 | 50,466 | 2,405 | 0 |
| **(Total Expenditures)** | (6,223,506) | (9,776,599) | (3,266,856) | (3,891,482) | (728,890) | (364,141) | (24,251,474) |
| **(Deficiency)/Excess of Revenues (Under)/Over Expenditures** | (3,435,147) | (71,940) | 163,260 | 168,521 | 174,761 | (80,406) | (3,080,951) |
| **Other Financing Sources (Uses)** | | | | | | | |
| Sale of General Fixed Assets | 0 | 1,663 | 23,014 | 0 | 0 | 0 | 24,677 |
| Transfers in | 31,225 | 0 | 0 | 0 | 0 | 133,442 | 164,667 |
| Transfers (out) | 0 | (31,225) | (133,442) | 0 | 0 | 0 | (164,667) |
| **Total Other Financing Sources (Uses)** | 31,225 | (29,562) | (110,428) | 0 | 0 | 133,442 | 24,677 |
| **Net Change in Fund Balances** | (3,403,922) | (101,502) | 52,832 | 168,521 | 174,761 | 53,036 | (3,056,274) |
| **Fund Balances, Beginning of Year (As Restated)** | 19,018,571 | 1,918,954 | 5,084,253 | 1,757,000 | 1,537,428 | 227,406 | 29,543,612 |
| **Fund Balances, End of Year** | $ 15,614,649 | $ 1,817,452 | $ 5,137,085 | $ 1,925,521 | $ 1,712,189 | $ 280,442 | $ 26,487,338 |

The accompanying notes are an integral part of the financial statements.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**
**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES**
**FOR THE YEAR ENDED SEPTEMBER 30, 2017**

| | | |
|---|---|---|
| **Net Change in Fund Balances - Total Governmental Funds** | | $ (3,056,274) |
| **Amounts Reported for Governmental Activities in the Statement of Activities are Different Because:** | | |
| Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense: | | |
| Capital Assets Acquired with Financial Resources | $ 691,908 | |
| Capital Assets Acquired through Donations | 179,066 | |
| Current Year Depreciation | (670,941) | 200,033 |
| The net effect of various miscellaneous transactions involving capital assets (i.e. sales, trade-ins, etc.) is to decrease net position. | | (37,024) |
| Certain pension related amounts are being deferred and amortized over a period of years or are being deferred as contributions to the plan made after the measurement date: | | |
| Deferred Outflows Related to Pensions | (6,199) | |
| Deferred Inflows Related to Pensions | (518,575) | (524,774) |
| Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds: | | |
| Other Postemployment Benefits | (151,183) | |
| Compensated Absences | (14,106) | |
| Net Pension Liability | 129,294 | (35,995) |
| **Change in Net Position of Governmental Activities** | | $ (3,454,034) |

The accompanying notes are an integral part of the financial statements.

## Note 1 - Summary of Significant Accounting Policies

The Northwest Florida Water Management District (the District) was established by the Florida Water Resources Act of 1972, Chapter 72-299, Laws of Florida, and operates under Chapter 373, Florida Statutes. It was the State of Florida Legislature's stated intent in establishing the District and other Districts to: provide for the management of water and related land resources; promote the conservation, development, and proper utilization of surface and ground water; develop and regulate dams, impoundments, reservoirs, and other works, and to provide water storage for beneficial purposes; prevent damage from floods, soil erosion, and excessive drainage; preserve natural resources, fish and wildlife; promote recreational development, protect public lands, and assist in maintaining the navigability of rivers and harbors; and otherwise promote the health, safety, and the general welfare of the people of the State of Florida.

The District encompasses all or part of sixteen counties in the northwestern part of Florida. There are nine members of the District Governing Board. Each member resides within the District and is appointed by the Governor and confirmed by the Senate. The Board members are appointed for a four-year term.

The District's financial statements are prepared in accordance with accounting principles generally accepted in the United States of America. The Government Accounting Standards Board (GASB) is responsible for establishing accounting principles generally accepted in the United States of America for state and local governments through its pronouncements (Statements and Interpretations). The more significant accounting policies established in accounting principles generally accepted in the United States of America and used by the District are discussed below:

### A. Financial Reporting Entity

As required by accounting principles generally accepted in the United States of America, these financial statements present the District as a component unit of the State of Florida. Based on the criteria listed below the State of Florida is considered the primary government.

A primary government is financially accountable for an organization if: (1) it appoints a voting majority of the organization's governing board; (2) it is able to impose its will on the organization; or (3) there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the primary government. Based upon these criteria, the District is considered to be a component unit of the State of Florida and is disclosed in the State of Florida's financial statements.

The accompanying financial statements present the primary government only since there are no component units for which the government is considered to be financially accountable.

### B. Financial Reporting Structure

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements.

**Note 1 - Summary of Significant Accounting Policies *(Continued)***

**B. Financial Reporting Structure *(Continued)***

**Government-wide Financial Statements**
The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the District. For the most part, the effect of interfund activity has been removed from these statements. The focus of the government-wide statements is on the sustainability of the District as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues are reported.

The governmental-wide statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. Administrative overhead, including centralized expenses, are directly allocated to specific functions and are included in direct expenses. *Program revenues* include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*. Program revenues are netted within program expenses in the statement of activities to present the net cost of each program.

**Fund Financial Statements**
The emphasis of fund financial statements is on the District's major funds, each presented in a separate column. All remaining governmental funds are aggregated and reported as nonmajor funds.

The Districts transactions are recorded in the following fund types:

- **General Fund—**is the principal operating fund used to account for most of the District's general activities.

- **Special Revenue Fund—**accounts for proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service and capital projects.

- **Capital Projects Fund—**accounts for and reports financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

The District reports the following major governmental funds:

- **General Fund—**is the District's primary operating fund. It accounts for all financial resources of the District except those required to be accounted for in another fund.

**Note 1 - Summary of Significant Accounting Policies *(Continued)***

**B. Financial Reporting Structure *(Concluded)***

**Fund Financial Statements *(Concluded)***
The District reports the following major governmental funds: *(Concluded)*

- **Projects Fund—**accounts for all resources management projects and activities funded through dedicated revenue sources from grants and contracts with state, federal, local government entities, or water utility authorities.

- **Lands Management Fund—**accounts for activities associated with the management, improvement, and maintenance of District owned lands. State appropriations, Sales of Timber, and use of fund balance provide the primary funding source for District land management activities.

- **Regulation Fund—**accounts for all regulatory activities including consumptive use permitting and monitoring; well construction permitting and plugging, construction and repair of dams; and environmental resource permitting program (ERP). General Revenue State appropriations provide funding for the ERP program; other activities are funded through a small amount of fees and fines and ad-valorem taxes.

- **Mitigation Fund—**accounts for all resource management mitigation projects and activities funded through dedicated Florida Department of Transportation funding sources. Expenditures include land acquisitions, restorations, monitoring, and other water resource related activities.

- **Capital Projects Fund—**accounts for the acquisition of fixed assets or construction of major capital projects.

**C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Nonexchange transactions in which the District gives (or receives) value without directly receiving (or giving) equal value in exchange include property taxes, entitlements, and donations. Property taxes are recognized as revenues in the year for which they are received. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

**Note 1 - Summary of Significant Accounting Policies *(Continued)***

**C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation *(Concluded)***

Property taxes, intergovernmental revenues, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

**D. Assets, Liabilities, and Fund Balances**

**Deposits and Investments**
The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

State statutes authorize the District to invest in direct obligations of the U.S. Treasury, Local Government Surplus Funds Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1968, SEC registered money market funds with the highest credit quality rating and savings and interest-bearing time deposits or savings accounts in qualified public depositories.

Investments for the District are reported at fair value. The Local Government Surplus Fund Investment Pool (Florida PRIME) operates in accordance with appropriate state laws and regulations. As a Florida PRIME participant, the entity invests in pools of investments whereby the District owns a share of the respective pool, not the underlying securities.

**Receivables and Payables**
Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds."

**Property Taxes**
The District is authorized by Section 373.503, Florida Statutes, to levy ad valorem taxes on all real and personal property located within the District not to exceed .05 mills. The rate for the 2016-2017 fiscal year was 0.0366 mills. The property assessment and tax collection functions are performed by appropriate officials of county government in each of the sixteen counties comprising the District. Commissions are paid to the counties for these appraisal and collection services.

**Note 1 - Summary of Significant Accounting Policies *(Continued)***

**D. Assets, Liabilities, and Fund Balances *(Continued)***

**Property Taxes *(Concluded)***
Taxes are billed and collected for the District by the County Tax Collector according to Florida Statute under the following calendar:

| | |
|---|---|
| Lien Date | January 1 |
| Levy Date | October 1 |
| Due Date | November 1 |
| Delinquency Date | April 1 |

**Capital Assets**
Capital assets, which include property, plant and equipment, are reported in the applicable governmental activities columns in the government-wide financial statements. Capital assets are defined by the District as equipment assets with an initial, individual cost of more than $1,000 (amount not rounded) and an estimated useful life of one year or more, and other assets with an initial, individual cost of more than $50,000 (amount not rounded) and an estimated useful life of one year or more. Such assets are recorded at historical cost or estimated historical cost, plus any ancillary charges (freight and transportation charges, site preparation costs, installation costs, and professional fees) necessary to place the asset into its intended location and condition for use. Donated capital assets are recorded at estimated fair market value at the date of donation.

Additions, improvements, and other capital outlay that significantly extend the useful life of an asset are capitalized. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

| Assets | Years |
|---|---|
| Infrastructure | 50 |
| Buildings | 40 |
| Leasehold Improvements | 10 |
| Field Equipment | 7 |
| Office Equipment | 7 |
| Vehicles and Water Craft | 7 |
| Lawn Maintenance Equipment | 5 |
| Computer Equipment, Technical Equipment, and Software | 3 |

**Note 1 - Summary of Significant Accounting Policies *(Continued)***

**D. Assets, Liabilities, and Fund Balances *(Continued)***

**Long-term Obligation**
In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities statement of net position.

**Compensated Absences**
It is the District's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. All vacation pay is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

**Deferred Inflows and Outflows of Resources**
Deferred outflows of resources represent the consumption of net position that is applicable to a future reporting period and will not be recognized as an outflow of resources (expense) until that future time. Deferred inflows of resources represent the acquisition of net position that is applicable to a future reporting period and will not be recognized as an inflow of resources (revenue) until that future time. Deferred outflows have a positive effect on net position, similar to assets, while deferred inflows have a negative effect on net position, similar to liabilities.

Pension Related Deferred Inflows and Outflows represent the difference between expected and actual experience with regard to economic or demographic factors and changes to assumptions in the measurement of total pension liability, and the differences between expected and actual earnings on pension plan investments, and changes in the District's proportionate share of pension contributions. These amounts are reported as deferred inflows or outflows of resources, to be recognized in expense over time. Also included in deferred outflows are amounts contributed to the pension plans subsequent to the measurement date. See Note 10 for more information on Pension Related Deferred Inflows and Outflows.

**Fund Balances**
The District has implemented GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions.* This statement provides more clearly defined fund balance categories to make the nature and extent of the constraints placed on a government's fund balance more transparent. The following classifications describe the relative strength of the spending constraints:

- **Nonspendable Fund Balance—**includes amounts that cannot be spent because they are either: (a) not in spendable form; or (b) are legally or contractually required to be maintained intact. The District had $0 in nonspendable resources as of September 30, 2017.

- **Restricted Fund Balance—**includes amounts for which constraints have been placed on the use of the resources either: (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. The District had $5,455,162 in restricted resources as of September 30, 2017.

**Note 1 - Summary of Significant Accounting Policies *(Continued)***

**D. Assets, Liabilities, and Fund Balances *(Continued)***

**Fund Balances *(Concluded)***

- **Committed Fund Balance—**Includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the District's Governing Board. These amounts cannot be used for any other purpose unless the District's Governing Board removes or changes the specified use by taking the same type of action (Resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. The District had $14,242,647 in committed resources as of September 30, 2017.

  The District established an Economic Stabilization Reserve equal to two months of the tentative operating expenditure budget. Use of the Economic Stabilization Fund is limited to the following circumstances:

  - When a state of emergency is declared by the Governor of Florida or the President of the United States that impacts the region served by the District.

  - When the Governing Board determines through the adoption of a resolution that: (a) an emergency or other extreme circumstance has arisen that creates an unanticipated need for additional revenues that are not available through other funding sources; (b) the underlying condition directly impacts the citizens and/or environment within District boundaries; and (c) remedial action cannot wait until the next fiscal year. In the event of an emergency, the Executive Director or his/her designee may take necessary action as a time sensitive matter.

- **Assigned Fund Balance—**Assigned fund balance consists of amounts that are constrained by a less than formal action of the District's Governing Board, or by an individual body to whom the Governing Board has delegated this responsibility. The District has delegated this responsibility to the Executive Director. Assignment of fund balance may be made for a specific purpose that is narrower than the general purposes of the fund and to reflect the appropriation of a portion of existing unassigned fund balance to eliminate a projected deficit in the subsequent year's budget including any amendments thereto. The District had $6,789,529 in assigned resources as of September 30, 2017.

- **Unassigned Fund Balance—**Includes the residual fund balance to provide for potential general fund deficiencies. The District had no unassigned resources as of September 30, 2017.

**Flow Assumption**

The District uses restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this. Additionally, the District would first use committed, then assigned, and lastly unassigned amounts of unrestricted fund balance when expenditures are made, with the exception of the Economic Stabilization Reserve established by the District's Governing Board.

**Note 1 - Summary of Significant Accounting Policies *(Concluded)***

**D. Assets, Liabilities, and Fund Balances *(Concluded)***

**Use of Estimates**
The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

**Future GASB Pronouncement Implementations**
GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, replaces the requirements of Statements No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, as amended, and No. 57, *OPEB Measurements by Agent Employers and Agent Multi-Employer Plans*, for OPEB. This Statement establishes new accounting and financial reporting requirements for governments whose employees are provided with OPEB, including the recognition and measurement of liabilities, deferred outflows or resources, deferred inflows of resources and expenses. For each qualifying plan providing postemployment benefits other than pensions, employers are required to report the difference between the actuarial OPEB liability and the related plan's fiduciary net position as the net OPEB liability on the statement of net position. Previously, a liability was recognized only to the extent that contributions made to each plan were exceeded by the actuarially calculated contributions for those plans. Additionally, Statement No. 75 sets forth note disclosure and required supplementary disclosure requirements for defined contribution OPEB. The District is currently evaluating the impact that adoption of this statement will have on its financial statements. This statement is effective in the District's fiscal year ending September 30, 2018.

**Note 2 - Deposits and Investments**

**Deposits—**At year-end, the District had carrying amounts of deposits of $2,963,795 and bank balances of $3,436,790. The District also had cash on hand of $250. In addition, the District had $89,848 that is being held in escrow with the Florida Department of Financial Services on behalf of a company whose permit requires certain mitigation be performed. Of the bank balances, $3,436,790 was covered by Federal depository insurance or by collateral held by the District's custodial bank, which is pledged to a state trust fund that provides security in accordance with *Florida Security for Deposits Act*, Chapter 280, for amounts held in excess of FDIC coverage.

The *Florida Security for Public Deposits Act* established guidelines for qualification and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral.

**Investments—**The foremost objective of the District's investment policy is the safety of capital and liquidity of funds. Achieving an optimal rate of return is of secondary importance as compared to the safety and liquidity of funds. The District's investment policy limits investments to those relatively low risk securities authorized in anticipation of earning a fair return relative to the risk being assumed. How the District manages credit risk, interest rate risk, and custodial credit risk is as follows:

**Note 2 - Deposits and Investments *(Concluded)***

**Investments—*(Concluded)***
Investments of $40,105,397 represent amounts held with the Florida State Board of Administration, Local Government Surplus Funds Trust (PRIME Fund). The fund invests in money market and U.S. treasury notes, collateralized mortgage obligations, asset backed securities, agency notes, agency ARM pass-through, corporate bonds, government related securities, and certificates of deposit. This fund is carried at amortized cost. Amortized cost includes accrued income and is a method of calculating an investment's value by adjusting its acquisition cost for amortization of discount or premium over the period from purchase to maturity. Thus, the balance in the fund is its fair value.

The State Board of Administration (SBA)'s interpretation of GASB Statement No. 79 is that the Florida PRIME investment pool currently meets all necessary criteria to measure its investments at amortized cost. Therefore, as a participant in the Florida SBA's Florida PRIME investment pool, the District's investments in Florida PRIME were also measured at amortized cost for fiscal year 2016-17. There were no limitations or restrictions on participant withdrawals including items such as redemption notices, maximum transaction amounts, and the pool's authority to impose liquidity fees or redemption gates.

- **Credit Risk—**The District minimizes credit risk, the risk of loss due to failure of the security, by limiting investments to authorized investments. The Local Government Surplus Funds Trust (PRIME Fund) is rated by Standards & Poors. The current rating is AAAm. The Investment Manager of Florida PRIME managements credit risk by purchasing only high quality securities, performing a credit analysis to develop a database of issuers and securities that meet the Investment manager's minimum standard and by regularly reviewing the portfolio's securities financial data, issuer news and developments, and ratings of the nationally recognized statistical rating organizations.

- **Interest Rate Risk—**The District manages its exposure to declines in fair values of investments by investing operating funds primarily in shorter-term securities and the Florida SBA's Florida PRIME. The weighted average days to maturity of the Local Government Surplus Funds Trust at September 30, 2017, was 51 days. Next interest rate reset dates for floating rate securities are used in the calculation of the weighted average days to maturity.

- **Custodial Credit Risk—**Investments are subject to custodial credit risk if the securities are uninsured, not registered in the District's name, and are held by the party that either sells to or buys for the District. No investments held at year-end were subject to custodial credit risk. The Florida SBA's Florida PRIME does participate in securities lending, but the District owns shares of the Florida PRIME and not the underlying investments. Neither the District nor Florida Prime has participated in securities lending program in the fiscal year ended September 30, 2017.

## Note 3 - Unearned Revenue

Governmental funds report unearned revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, the various components of unearned revenue reported in the governmental funds were as follows:

| | Unavailable | Unearned |
|---|---|---|
| Grant Drawdowns Prior to Meeting all Eligibility Requirements | $ 0 | $ 14,643,315 |
| **Unearned Revenue for Governmental Funds** | $ 0 | $ 14,643,315 |

## Note 4 - Capital Assets

Capital asset activity for the year ended September 30, 2017, was as follows:

| | Balance 10/1/16 | Increases | (Decreases) | Balance 9/30/17 |
|---|---|---|---|---|
| **Capital Assets Not Being Depreciated** | | | | |
| Land | $ 152,453,733 | $ 152,540 | $ (2,976) | $ 152,603,297 |
| Capital Easements | 19,680,403 | 179,066 | 0 | 19,859,469 |
| Construction in Progress | 183,727 | 116,373 | (154,821) | 145,279 |
| **Total Capital Assets Not Being Depreciated** | 172,317,863 | 447,979 | (157,797) | 172,608,045 |
| **Capital Assets Being Depreciated** | | | | |
| Buildings and Improvements | 3,205,354 | 0 | 0 | 3,205,354 |
| Infrastructure | 3,038,928 | 233,858 | 0 | 3,272,786 |
| Machinery and Equipment | 5,950,210 | 315,808 | (526,282) | 5,739,736 |
| **Total Capital Assets Being Depreciated** | 12,194,492 | 549,666 | (526,282) | 12,217,876 |
| **Less Accumulated Depreciation** | | | | |
| Buildings and Improvements | (1,086,368) | (80,134) | 0 | (1,166,502) |
| Infrastructure | (289,926) | (62,279) | 0 | (352,205) |
| Machinery and Equipment | (4,578,559) | (528,528) | 520,383 | (4,586,704) |
| **Total Accumulated Depreciation** | (5,954,853) | (670,941) | 520,383 | (6,105,411) |
| **Total Capital Assets Being Depreciated, Net** | 6,239,639 | (121,275) | (5,899) | 6,112,465 |
| **Total Capital Assets** | $ 178,557,502 | $ 326,704 | $ (163,696) | $ 178,720,510 |

Depreciation expense was charged to functions of the District as follows:

| | |
|---|---|
| **Governmental Activities** | |
| Water Resources Planning and Monitoring | $ 154,121 |
| Operation and Maintenance of Lands and Works | 157,810 |
| Regulation | 20,762 |
| Administration | 338,248 |
| **Total Governmental Activities** | $ 670,941 |

## Note 5 - Interfund Receivables and Payables

Interfund receivables/payables represent temporary loans to fund expenditures of other funds. At September 30, 2017, the balances in these accounts consist of the following:

| | Receivable | Payable |
|---|---|---|
| General Fund | $ 1,750,336 | $ 58,092 |
| Projects Fund | 0 | 1,214,647 |
| Lands Management Fund | 0 | 126,781 |
| Regulation Fund | 58,092 | 0 |
| Mitigation Fund | 0 | 238,529 |
| Capital Projects Fund | 0 | 170,379 |
| **Total** | $ 1,808,428 | $ 1,808,428 |

## Note 6 - Transfers In/(Out)

Transfers between funds represent transfers to/from other funds for fund expenditures at September 30, 2017; the balances in these accounts consist of the following:

| | Transfer In | Transfer (Out) |
|---|---|---|
| General Fund | $ 31,225 | $ 0 |
| Projects Fund | 0 | 31,225 |
| Lands Management Fund | 0 | 133,442 |
| Capital Projects Fund | 133,442 | 0 |
| **Total** | $ 164,667 | $ 164,667 |

## Note 7 - Leases

The District is committed under two noncancellable operating leases for office space. One of the noncancellable leases expires in February of 2018, and the other commences in August of 2018. The District was also committed under a month-to-month lease agreement for office space, which expired in September of 2017. Expenditures related to these lease agreements amounted to $153,551 during the year ended September 30, 2017. Future minimum lease payments for the noncancellable leases are as follows:

| Year | Amount |
|---|---|
| 2018 | $ 53,121 |
| 2019 | 97,500 |
| 2020 | 97,500 |
| 2021 | 97,500 |
| 2022 | 97,500 |
| **Total** | $ 443,121 |

## Note 8 - Long-term Debt

*Changes in Long-term Liabilities*—Long-term liability activity for the year ended September 30, 2017, was as follows:

| | Balance 10/1/16 | Additions | Deletions | Balance 9/30/17 | Due Within One Year |
|---|---|---|---|---|---|
| **Governmental Activities** | | | | | |
| Compensated Absences | $ 666,264 | $ 519,961 | $ (505,855) | $ 680,370 | $ 680,370 |
| Other Postemployment Benefits | 243,148 | 151,183 | 0 | 394,331 | 0 |
| Net Pension Liability | 6,219,160 | 0 | (129,294) | 6,089,866 | 0 |
| **Total Long-term Debt Payable** | $ 7,128,572 | $ 671,144 | $ (635,149) | $ 7,164,567 | $ 680,370 |

## Note 9 - Other Disclosures

### Risk Management

The District is exposed to various risks of loss related to torts; theft of damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance.

### Contingent Liabilities

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the Federal government and the State of Florida. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures, if any, which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any, to be immaterial.

The District is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, it is the opinion of the District's counsel that resolution of these matters will not have a material adverse effect on the financial condition of the District.

### Restatement

During the fiscal year ending September 30, 2017, the District became aware of a provision in state law that requires that any revenues derived from the disposal of lands acquired with Preservation 2000 funds needed to be returned to the Florida Forever Trust Fund with the State of Florida Department of Environmental Protection. The District determined the cumulative amount of funds collected in prior years which is considered due to the Florida Forever Trust Fund totaled $206,323. Beginning fund balance in the Capital Projects Fund and net position in the government-wide statements were decreased by that amount.

### Contractual Commitments

As of September 30, 2017, the District had the following commitments related to unfinished projects:

| Projects | Expended as of September 30, 2017 | Remaining Commitment |
|---|---|---|
| Local Infrastructure Improvement Projects | $ 5,626,012 | $ 24,089,947 |
| Agricultural Cost Sharing Agreement | 324,647 | 232,108 |

## Note 10 - Retirement Plan

### General Information about the Florida Retirement System (FRS)

The FRS was created in Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program (DROP) under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing, multiple-employer, defined benefit pension plan, to assist retired members of any state-administered retirement system in paying the costs of health insurance.

Essentially all regular employees of the District are eligible to enroll as members of the State-administered FRS. Provisions relating to FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112 Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS *Rules, Chapter 60S*, *Florida Administrative Code*; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of two cost-sharing, multiple-employer defined-benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' web site (www.dms.myflorida.com).

### FRS Pension Plan

*Plan Description*. The FRS Pension Plan (the Plan) is a cost-sharing, multiple-employer, defined benefit pension plan, with a DROP for eligible employees. The general classes of membership applicable to the District are as follows:

- *Regular Class* – Members of the FRS who do not qualify for membership in the other classes.
- *Senior Management Service Class* (SMSC) – Members in senior management level positions.

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service, except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service. All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service, except for members classified as special risk who are eligible for normal retirement benefits at age 60 or at any age after 30 years of service. Members of the Plan may include up to four years of credit for military service toward creditable service. The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

**Note 10 - Retirement Plan *(Continued)***

**FRS Pension Plan *(Continued)***

*Plan Description. (Concluded)*

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

*Benefits Provided*. Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

| Class, Initial Enrollment, and Retirement Age/Years of Service | Percent Value |
|---|---|
| ***Regular Class Members Initially Enrolled Before July 1, 2011:*** | |
| Retirement up to age 62 or up to 30 years of service | 1.60 |
| Retirement at age 63 or with 31 years of service | 1.63 |
| Retirement at age 64 or with 32 years of service | 1.65 |
| Retirement at age 65 or with 33 or more years of service | 1.68 |
| ***Regular Class Members Initially Enrolled on or After July 1, 2011:*** | |
| Retirement up to age 65 or up to 33 years of service | 1.60 |
| Retirement at age 66 or with 34 years of service | 1.63 |
| Retirement at age 67 or with 35 years of service | 1.65 |
| Retirement at age 68 or with 36 or more years of service | 1.68 |
| ***Senior Management Service Class*** | 2.00 |

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

**Note 10 - Retirement Plan *(Continued)***

**FRS Pension Plan *(Continued)***

*Contributions*. The Florida Legislature establishes contribution rates for participating employers and employees. Contribution rates during the District's 2016-17 fiscal year were as follows:

| | Year Ended June 30, 2017 Percent of Gross Salary | | Year Ending June 30, 2018 Percent of Gross Salary | |
|---|---|---|---|---|
| Class | Employee | Employer (2) | Employee | Employer (2) |
| FRS, Regular | 3.00 | 5.80 | 3.00 | 6.20 |
| FRS, Senior Management Service | 3.00 | 20.05 | 3.00 | 20.99 |
| DROP – Applicable to Members from All of the Above Classes | 0.00 | 11.33 | 0.00 | 11.60 |
| FRS, Reemployment Retiree | (1) | (1) | (1) | (1) |

**Notes:** (1) Contribution rates are dependent upon retirement class in which reemployed.
(2) These rates include the normal cost and unfunded actuarial liability contributions but do not include the contribution for Retiree Health Insurance Subsidy of 1.66% and the fee of 0.06% for administration of the FRS Investment Plan and provision of education tools for both plans.

The District's contributions to the Plan totaled $370,750 for the fiscal year ended September 30, 2017. This excludes the HIS defined benefit pension plan contributions.

*Pension Liabilities and Pension Expense*. At September 30, 2017, the District reported a liability of $4,303,100 for its proportionate share of the FRS Plan's net pension liability. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2017. The District's proportionate share of the net pension liability was based on the District's 2016-17 fiscal year contributions relative to the fiscal year 2015-16 fiscal year contributions of all participating members. At June 30, 2017, the District's proportion was 0.01454766%, which was a decrease of 0.00198950747% from its proportion measured as of June 30, 2016.

For the year ended September 30, 2017, the District recognized pension expense of $736,259 related to the FRS Plan.

*Actuarial Assumptions*. The total pension liability in the July 1, 2017 actuarial valuation, was determined using the following actuarial assumptions, applied to all periods included in the measurement:

| | |
|---|---|
| Inflation | 2.60% |
| Salary Increases | 3.25% Average, Including Inflation |
| Investment Rate of Return | 7.10% Net of Pension Plan Investment Expense, Including Inflation |

**Note 10 - Retirement Plan *(Continued)***

**FRS Pension Plan *(Continued)***

*Actuarial Assumptions. (Concluded)*

Mortality rates were based on the Generational RP-2000 with Projection Scale BB, with adjustments for mortality improvements based on Scale AA.

The actuarial assumptions used in the July 1, 2017 valuation, were based on the results of an actuarial experience study for the period July 1, 2008 through June 30, 2013.

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

| Asset Class | Annual Target Allocation (1) | Annual Arithmetic Return | Geometric Return | Standard Deviation |
|---|---|---|---|---|
| Cash | 1% | 3.0% | 3.0% | 1.8% |
| Fixed Income | 18% | 4.5% | 4.4% | 4.2% |
| Global Equity | 53% | 7.8% | 6.6% | 17.0% |
| Real Estate (Property) | 10% | 6.6% | 5.9% | 12.8% |
| Private Equity | 6% | 11.5% | 7.8% | 30.0% |
| Strategic Investments | 12% | 6.1% | 5.6% | 9.7% |
| **Total** | 100% | | | |
| Assumed Inflation – Mean | | | 2.6% | 1.9% |

**Note:** (1) As Outlined in the Plan's Investment Policy

*Discount Rate*. The discount rate used to measure the total pension liability was 7.10%. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. The discount rate was 7.10% in the July 1, 2017 valuation.

*Sensitivity of the District's Proportionate Share of the Net Position Liability to Changes in the Discount Rate*. The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.10%, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.10%) or 1-percentage-point higher (8.10%) than the current rate:

**Note 10 - Retirement Plan *(Continued)***

**FRS Pension Plan *(Concluded)***

*Sensitivity of the District's Proportionate Share of the Net Position Liability to Changes in the Discount Rate. (Concluded)*

*FRS – District:*

| | 1% Decrease (6.10%) | Current Discount Rate (7.10%) | 1% Increase (8.10%) |
|---|---|---|---|
| District's Proportionate Share of the Net Pension Liability | $ 7,788,351 | $ 4,303,100 | $ 1,409,543 |

*Pension Plan Fiduciary Net Position*. Detailed information about the Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

**HIS Pension Plan**

*Plan Description*. The Retiree Health Insurance Subsidy Plan (HIS Plan) is a cost-sharing, multiple-employer, defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Division of Retirement within the Florida Department of Management Services.

*Benefits Provided*. For the fiscal year ended September 30, 2017, eligible retirees and beneficiaries received a monthly HIS payment of $5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of $30 and a maximum HIS payment of $150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

*Contributions*. The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the Plan fiscal years ended June 30, 2017 and 2016, the contribution rates were 1.66% and 1.66% of payroll respectively, pursuant to Section 112.363, Florida Statutes. The District contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

The District's contributions to the HIS Plan totaled $87,653 for the fiscal year ended September 30, 2017.

**Note 10 - Retirement Plan *(Continued)***

**HIS Pension Plan *(Continued)***

*Pension Liabilities and Pension Expense*. At September 30, 2017, the District reported a net pension liability of $1,786,766 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2016. The District's proportionate share of the net pension liability was based on the District's 2016-17 fiscal year contributions relative to the total 2015-16 fiscal year contributions of all participating members. At June 30, 2017, the District's proportionate share was 0.016710517%, which was a decrease of 0.000823454% from its proportionate share measured as of June 30, 2017.

For the fiscal year ended September 30, 2017, the District recognized pension expense of $117,625 related to the HIS Plan.

*Actuarial Assumptions*. The total pension liability for the HIS Pension Plan was determined by an actuarial valuation as of July 1, 2016, and recalculated as of June 30, 2017, using a standard actuarial roll-forward technique. The following actuarial assumptions, applied to all periods included in the measurement, were used to determine the total pension liability:

| | |
|---|---|
| Inflation | 2.60% |
| Salary Increases | 3.25% Average, Including Inflation |
| Investment Rate of Return | 3.58% Net of Pension Plan Investment Expense, Including Inflation |

Mortality rates were based on the Generational RP-2000 with Projected Scale BB.

The actuarial assumptions used to determine the total pension liability as of June 30, 2017, were based on certain results of an actuarial experience study of the FRS for the period July 1, 2008 through June 30, 2013.

*Discount Rate*. The discount rate used to measure the total pension liability was 3.58%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

*Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate*. The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 3.58%, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.58%) or 1-percentage-point higher (4.58%) than the current rate:

**Note 10 - Retirement Plan *(Continued)***

**HIS Pension Plan *(Concluded)***

*Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate. (Concluded)*

| | 1% Decrease (2.58%) | Current Discount Rate (3.58%) | 1% Increase (4.58%) |
|---|---|---|---|
| District's Proportionate Share of the Net Pension Liability | $ 2,038,936 | $ 1,786,766 | $ 1,576,721 |

*Pension Plan Fiduciary Net Position*. Detailed information about the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

**Additional Disclosures – Defined Benefit Plans**

***Net Pension Liability***

| | FRS | HIS | Total |
|---|---|---|---|
| Net Pension Liability | $ 4,303,100 | $ 1,786,766 | $ 6,089,866 |

***Deferred Outflows of Resources***

| | FRS | HIS | Total |
|---|---|---|---|
| Employer Contributions After Measurement Date | $ 107,545 | $ 23,122 | $ 130,667 |
| Difference Between Expected and Actual Experience | 394,921 | 0 | 394,921 |
| Changes in Assumptions | 1,446,146 | 251,158 | 1,697,304 |
| Changes in Proportion | 280,296 | 0 | 280,296 |
| Net Difference Between Projected and Actual Earnings on Investments | 0 | 991 | 991 |
| **Total Deferred Outflows of Resources** | $ 2,228,908 | $ 275,271 | $ 2,504,179 |

***Deferred Inflows of Resources***

| | FRS | HIS | Total |
|---|---|---|---|
| Difference Between Expected and Actual Experience | $ 23,837 | $ 3,720 | $ 27,557 |
| Changes in Assumptions | 0 | 154,504 | 154,504 |
| Changes in Proportion | 478,137 | 99,038 | 577,175 |
| Net Difference Between Projected and Actual Earnings on Investments | 106,642 | 0 | 106,642 |
| **Total Deferred Inflows of Resources** | $ 608,616 | $ 257,262 | $ 865,878 |

**Note 10 - Retirement Plan *(Continued)***

**Additional Disclosures – Defined Benefit Plans *(Concluded)***
***Deferred Inflows of Resources (Concluded)***

Deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date totaling $130,667 will be recognized as a reduction of the net pension liability in the year ending September 30, 2018. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

| Fiscal Year Ending | FRS | HIS | Total |
|---|---|---|---|
| 2018 | $ 242,827 | $ 11,001 | $ 253,828 |
| 2019 | 613,001 | 10,814 | 623,815 |
| 2020 | 359,808 | 10,724 | 370,532 |
| 2021 | (9,763) | 5,948 | (3,815) |
| 2022 | 218,758 | (5,747) | 213,011 |
| Thereafter | 88,116 | (37,853) | 50,263 |
| **Total** | $ 1,512,747 | $ (5,113) | $ 1,507,634 |

***Pension Expense***
For the year ended September 30, 2017, the District recognized pension expense from the defined benefit pension plans as follows:

| | FRS | HIS | Total |
|---|---|---|---|
| District's Pension Expense | $ 736,259 | $ 117,625 | $ 853,884 |

There were certain changes in assumptions from the previous valuation related to the two plans described above. The assumption changes include the following:

- **FRS—**In the July 1, 2017 actuarial valuation, the discount rate used to determine total pension liability decreased from 7.60% to 7.10%.

- **HIS—**In the July 1, 2017 actuarial valuation, the municipal rate used to determine total pension liability increased from 2.85% to 3.58%.

**FRS – Defined Contribution Pension Plan**
The District contributes to the FRS Investment Plan (Investment Plan), a defined contribution pension plan, for its eligible employees electing to participate in the Investment Plan. The Investment Plan is administered by the SBA, and is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report. Service retirement benefits are based upon the value of the member's account upon retirement.

**Note 10 - Retirement Plan *(Concluded)***

**FRS – Defined Contribution Pension Plan *(Concluded)***

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined-benefit plan. District employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected County Officers, etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Allocations to the investment member's accounts (employer and employee) during the 2016-17 fiscal year were as follows:

| Class | Percent of Gross Compensation |
|---|---|
| FRS, Regular | 6.30% |
| FRS, Senior Management Service | 7.67% |

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over their account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06% of payroll and by forfeited benefits of Investment Plan members. For the fiscal year ended September 30, 2017, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the District.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income. The District's contribution to the Investment Plan during the fiscal year ended September 30, 2017, totaled $82,867.

## Note 11 - Other Postemployment Benefits (OPEB) Retiree Healthcare Plan

The cost of postemployment healthcare benefits generally should be associated with the periods in which the cost occurs, rather than in the future year when it will be paid. The District recognizes the cost of postemployment healthcare benefits in the year when the employee services are received, reports the accumulated liability from prior years, and provides information useful in assessing potential demands on the District's future cash flows.

**Plan Description**
The District provides health insurance plan options for full time employees provided through Florida Blue or Capital Health Plan (CHP). The District contributes 87% of the premium for employee and dependent coverage and the employee contributes 13%. The District contributes 98% of the premium for senior management and dependent coverage and the senior manager contributes 2%. Retirees and their dependents have the option to stay on the plan after retirement but must pay 100% of the premium. The healthcare plan is a single-employer plan with the option of coverage with BCBS or CHP. The CHP participation is restricted by CHP depending on the county of residence.

**Benefits Provided**
In accordance with Section 112.0801, Florida Statutes, the District allows its employees who have retired under the Florida Retirement System (FRS) to continue group insurance benefits for themselves and their dependents. The benefit levels are the same as those afforded to active employees. The District does not contribute to the premiums for the retirees but they do qualify for a premium contribution of up to $150 per month from the FRS depending on years of service. Upon reaching the age of 65, Medicare becomes the primary insurer for CHP plan participants. BCBS participants are allowed to select either Medicare or the traditional plan.

**Membership**
At September 30, 2017, membership consisted of:

| | |
|---|---|
| Active Employees | 104 |
| Inactive Employees | 16 |

**Funding Policy**
Effective October 1, 2011, the District no longer contributes premiums for retired senior management employees or regular class employees. The District's Blue Cross and Blue Shield contract establishes the individual premium to be paid by the retired employees. The State of Florida prohibits the District from separately rating retired employees and active employees. As a result, the District's premium charges to retired employees can be no more than the premium cost applicable to active employees.

## Note 11 - Other Postemployment Benefits (OPEB) Retiree Healthcare Plan *(Continued)*

### Annual OPEB Costs, Net OPEB Obligation

The Employer's annual other postemployment benefits (OPEB) cost (expense) is calculated based on the ARC. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed 15 years. The following table shows the calculation of Annual Required Contribution and Net OPEB Obligation for the fiscal year ended September 30, 2017:

| | |
|---|---|
| Annual Required Contribution (ARC) | $ 233,309 |
| Interest on Net OPEB Obligation | 7,294 |
| Adjustment to Annual Required Contribution (ARC) | (17,927) |
| Annual OPEB Cost (Expense) | 222,676 |
| Employer Contributions Made | 71,493 |
| Increase in Net OPEB Obligation | 151,183 |
| **Net OPEB Obligation (NOO) at Beginning of Year** | 243,148 |
| **Net OPEB Obligation (NOO) at the End of Year** | $ 394,331 |

The District's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation were as follows:

| Fiscal Year Ended | Annual OPEB Cost | Employer Contributions Toward the OPEB Cost | Percentage of Annual OPEB Cost Contributed | Net OPEB Obligation |
|---|---|---|---|---|
| 09/30/2017 | $ 222,676 | $ 71,493 | 32% | $ 394,331 |
| 09/30/2016 | 225,488 | 80,301 | 36% | 243,148 |
| 09/30/2015 | 144,752 | 126,009 | 87% | 97,961 |
| 09/30/2014 | 143,360 | 122,752 | 86% | 79,218 |
| 09/30/2013 | 142,313 | 114,672 | 81% | 58,609 |

### Funded Status and Funding Progress

The funded status of the plan is as follows:

| Actuarial Valuation Date | Actuarial Value of Assets | Actuarial Accrued Liability (AAL) Entry Age | Unfunded (Overfunded) AAL (UAAL) | Funded Ratio | Covered Payroll | UAAL as a Percentage of Covered Payroll |
|---|---|---|---|---|---|---|
| 9/30/2016 | 0 | 1,826,619 | 1,826,619 | 0.00% | 5,579,912 | 33% |
| 9/30/2013 | 0 | 1,673,612 | 1,673,612 | 0.00% | 4,663,252 | 36% |
| 9/30/2010 | 0 | 862,511 | 862,511 | 0.00% | 6,248,982 | 14% |

## Note 11 - Other Postemployment Benefits (OPEB) Retiree Healthcare Plan *(Concluded)*

### Funded Status and Funding Progress *(Concluded)*

The projection of future benefit payments for an ongoing plan involves estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

### Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and plan members) and includes the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

Because the plan has fewer than 100 members, it meets the requirements of GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions*, to use the alternative measurement method. This method allows the District to use a simplified model for estimating the OPEB liability. Actuarial methods and assumptions using the alternative measurement method include the following:

| | |
|---|---|
| Actuarial Valuation Date: | September 30, 2016 |
| Actuarial Cost Method: | Entry Age Normal Cost |
| Amortization Method: | Level Percentage of Payroll |
| Amortization Period: | 15 Years |
| Asset Valuation Method: | Unfunded |
| Discount Rate: | 3.0% |
| Price Inflation Rate: | 2.8% |
| Payroll Growth Rate: | 1.5% |
| Medical Inflation Rate: | 5.0% for two years; 3.0% per year thereafter |

**Note 12 - Mitigation Bank Financial Responsibility Assurances**

The District is authorized by Section 373.4136, Florida Statutes, to permit the establishment of mitigation banks. As part of the permit application, the establishment of a mitigation bank is required to demonstrate the financial ability to conduct the mitigation activities, any necessary management of the site, monitoring of the mitigation, and any necessary correction action indicated by the monitoring. The mitigation banks can provide the demonstrated financial assurance by obtaining a surety bond, performance bond, irrevocable letter of credit, or establishing a trust fund. If a bond or an irrevocable letter of credit is used, a standby trust fund shall be established in which all payments under the bonds or letters of credit shall be directly deposited. If the mitigation bank fails to comply with the terms and conditions of the permit, the District may draw upon the financial assurance provided by the mitigation bank. As of September 30, 2017, the District had $0 of financial assurances provided by the various mitigation banks.

# REQUIRED SUPPLEMENTARY INFORMATION

# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
# SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
# MAJOR GOVERNMENTAL FUNDS
# FOR THE YEAR ENDED SEPTEMBER 30, 2017

| | General Fund | | | |
|---|---|---|---|---|
| | Budgeted Amounts | | Actual | Variance With |
| | Original | Final | Amounts | Final Budget |
| **Revenues** | | | | |
| Taxes | $ 1,134,841 | $ 1,171,255 | $ 2,517,665 | $ 1,346,410 |
| Intergovernmental | 99,363 | 99,363 | 76,346 | (23,017) |
| Investment Income | 0 | 0 | 191,928 | 191,928 |
| Miscellaneous | 0 | 0 | 2,420 | 2,420 |
| **Total Revenues** | 1,234,204 | 1,270,618 | 2,788,359 | 1,517,741 |
| **Expenditures** | | | | |
| Salaries | 1,281,833 | 1,257,414 | 1,196,434 | 60,980 |
| Employee Benefits | 569,692 | 569,692 | 473,142 | 96,550 |
| Professional/Contractual Services | 210,327 | 203,996 | 171,284 | 32,712 |
| Services | 527,782 | 522,019 | 330,431 | 191,588 |
| Commodities | 89,643 | 89,643 | 58,050 | 31,593 |
| Capital Outlay | 135,772 | 135,772 | 33,715 | 102,057 |
| Grants and Aids | 8,985,183 | 8,985,183 | 5,227,487 | 3,757,696 |
| Administrative Overhead Allocated | (1,480,845) | (1,471,387) | (1,267,037) | (204,350) |
| **(Total Expenditures)** | (10,319,387) | (10,292,332) | (6,223,506) | 4,068,826 |
| **(Deficiency) of Revenues (Under) Expenditures** | (9,085,183) | (9,021,714) | (3,435,147) | 5,586,567 |
| **Other Financing Sources (Uses)** | | | | |
| Transfers in | 1,034,056 | 1,034,056 | 31,225 | (1,002,831) |
| Transfers (out) | (680,101) | (645,998) | 0 | 645,998 |
| **Total Other Financing Sources (Uses)** | 353,955 | 388,058 | 31,225 | (356,833) |
| **(Deficiency) of Revenues and Other Financing Sources (Under) Expenditures and Other Financing (Uses)** | (8,731,228) | (8,633,656) | (3,403,922) | 5,229,734 |
| **Fund Balance, Beginning of Year** | 17,998,876 | 19,018,571 | 19,018,571 | 0 |
| **Fund Balance, End of Year** | $ 9,267,648 | $ 10,384,915 | $ 15,614,649 | $ 5,229,734 |

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES**
**IN FUND BALANCE - BUDGET AND ACTUAL**
**MAJOR GOVERNMENTAL FUNDS**
**FOR THE YEAR ENDED SEPTEMBER 30, 2017**
***(Continued)***

| | Projects Fund | | | |
|---|---|---|---|---|
| | Budgeted Amounts | | Actual | Variance With |
| | Original | Final | Amounts | Final Budget |
| **Revenues** | | | | |
| Property Taxes | $ 7,510 | $ 7,510 | $ 0 | $ (7,510) |
| Intergovernmental | 26,740,675 | 27,004,722 | 8,269,042 | (18,735,680) |
| Federal Grants | 2,879,250 | 2,594,167 | 1,055,733 | (1,538,434) |
| Investment Income | 0 | 0 | 19,161 | 19,161 |
| Miscellaneous | 605,960 | 605,960 | 360,723 | (245,237) |
| **Total Revenues** | 30,233,395 | 30,212,359 | 9,704,659 | (20,507,700) |
| **Expenditures** | | | | |
| Salaries | 1,635,221 | 1,647,310 | 1,536,413 | 110,897 |
| Employee Benefits | 638,318 | 627,068 | 558,411 | 68,657 |
| Professional/Contractual Services | 5,545,041 | 5,519,356 | 2,922,518 | 2,596,838 |
| Services | 315,578 | 289,305 | 187,595 | 101,710 |
| Commodities | 118,425 | 118,300 | 70,493 | 47,807 |
| Capital Outlay | 260,381 | 260,381 | 132,283 | 128,098 |
| Grants and Aids | 22,491,125 | 22,491,125 | 3,940,815 | 18,550,310 |
| Administrative Overhead Allocated | 492,276 | 489,596 | 428,071 | 61,525 |
| **(Total Expenditures)** | (31,496,365) | (31,442,441) | (9,776,599) | 21,665,842 |
| **Excess of Revenues Over Expenditures** | (1,262,970) | (1,230,082) | (71,940) | 1,158,142 |
| **Other Financing Sources (Uses)** | | | | |
| Sale of General Fixed Assets | 0 | 0 | 1,663 | 1,663 |
| Transfers in | 680,101 | 645,998 | 0 | (645,998) |
| Transfers (out) | 0 | 0 | (31,225) | (31,225) |
| **Total Other Financing Sources (Uses)** | 680,101 | 645,998 | (29,562) | (675,560) |
| **Excess of Revenues and Other Financing Sources Over Expenditures and Other Financing (Uses)** | (582,869) | (584,084) | (101,502) | 482,582 |
| **Fund Balance, Beginning of Year** | 1,335,414 | 1,918,954 | 1,918,954 | 0 |
| **Fund Balance, End of Year** | $ 752,545 | $ 1,334,870 | $ 1,817,452 | $ 482,582 |

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES**
**IN FUND BALANCE - BUDGET AND ACTUAL**
**MAJOR GOVERNMENTAL FUNDS**
**FOR THE YEAR ENDED SEPTEMBER 30, 2017**
***(Continued)***

| | Lands Management Fund | | | |
|---|---|---|---|---|
| | Budgeted Amounts | | Actual | Variance With |
| | Original | Final | Amounts | Final Budget |
| **Revenues** | | | | |
| Property Taxes | $ 406,432 | $ 439,206 | $ 24,419 | $ (414,787) |
| Timber Sales | 1,500,000 | 1,500,000 | 1,568,998 | 68,998 |
| Intergovernmental | 1,639,782 | 1,639,782 | 1,635,557 | (4,225) |
| Federal | 0 | 6,500 | 6,500 | 0 |
| Investment Income | 22,516 | 22,516 | 65,198 | 42,682 |
| Miscellaneous | 88,709 | 120,609 | 129,444 | 8,835 |
| **Total Revenues** | 3,657,439 | 3,728,613 | 3,430,116 | (298,497) |
| **Expenditures** | | | | |
| Salaries | 882,116 | 924,146 | 892,736 | 31,410 |
| Employee Benefits | 407,809 | 407,809 | 407,637 | 172 |
| Professional/Contractual Services | 1,066,718 | 1,029,441 | 755,083 | 274,358 |
| Services | 428,440 | 424,072 | 402,817 | 21,255 |
| Commodities | 411,045 | 419,795 | 324,598 | 95,197 |
| Capital Outlay | 232,961 | 274,211 | 211,267 | 62,944 |
| Grants and Aids | 8,000 | 8,000 | 8,000 | 0 |
| Administrative Overhead Allocated | 271,129 | 269,349 | 264,718 | 4,631 |
| **(Total Expenditures)** | (3,708,218) | (3,756,823) | (3,266,856) | 489,967 |
| **(Deficiency) of Revenues (Under) Expenditures** | (50,779) | (28,210) | 163,260 | 191,470 |
| **Other Financing Sources (Uses)** | | | | |
| Miscellaneous | 0 | 0 | 23,014 | 23,014 |
| Transfers (out) | (1,178,555) | (1,178,555) | (133,442) | 1,045,113 |
| **Total Other Financing Sources (Uses)** | (1,178,555) | (1,178,555) | (110,428) | 1,068,127 |
| **(Deficiency) of Revenues and Other Financing Sources (Under) Expenditures and Other Financing (Uses)** | (1,229,334) | (1,206,765) | 52,832 | 1,259,597 |
| **Fund Balance, Beginning of Year** | 3,551,868 | 5,084,253 | 5,084,253 | 0 |
| **Fund Balance, End of Year** | $ 2,322,534 | $ 3,877,488 | $ 5,137,085 | $ 1,259,597 |

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES**
**IN FUND BALANCE - BUDGET AND ACTUAL**
**MAJOR GOVERNMENTAL FUNDS**
**FOR THE YEAR ENDED SEPTEMBER 30, 2017**
***(Continued)***

| | Regulation Fund | | | |
|---|---|---|---|---|
| | Budgeted Amounts | | Actual | Variance With |
| | Original | Final | Amounts | Final Budget |
| **Revenues** | | | | |
| Property Taxes | $ 1,864,748 | $ 1,795,560 | $ 775,218 | $ (1,020,342) |
| Licenses and Permits | 393,250 | 393,250 | 444,810 | 51,560 |
| Intergovernmental | 2,236,492 | 2,236,492 | 2,812,923 | 576,431 |
| Federal | 0 | 6,000 | 0 | (6,000) |
| Investment Income | 3,750 | 3,750 | 18,479 | 14,729 |
| Miscellaneous | 10,000 | 10,000 | 8,573 | (1,427) |
| **Total Revenues** | 4,508,240 | 4,445,052 | 4,060,003 | (385,049) |
| **Expenditures** | | | | |
| Salaries | 2,015,591 | 2,013,502 | 1,812,425 | 201,077 |
| Employee Benefits | 892,287 | 892,287 | 733,068 | 159,219 |
| Professional/Contractual Services | 186,121 | 317,670 | 246,899 | 70,771 |
| Services | 554,597 | 533,706 | 466,056 | 67,650 |
| Commodities | 98,914 | 98,514 | 52,416 | 46,098 |
| Capital Outlay | 126,922 | 136,172 | 59,241 | 76,931 |
| Administrative Overhead Allocated | 633,808 | 629,339 | 521,377 | 107,962 |
| **(Total Expenditures)** | (4,508,240) | (4,621,190) | (3,891,482) | 729,708 |
| **Excess of Revenues Over Expenditures** | 0 | (176,138) | 168,521 | 344,659 |
| **Excess of Revenues and Other Financing Sources Over Expenditures and Other Financing (Uses)** | 0 | (176,138) | 168,521 | 344,659 |
| **Fund Balance, Beginning of Year** | 1,523,663 | 1,757,000 | 1,757,000 | 0 |
| **Fund Balance, End of Year** | $ 1,523,663 | $ 1,580,862 | $ 1,925,521 | $ 344,659 |

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES**
**IN FUND BALANCE - BUDGET AND ACTUAL**
**MAJOR GOVERNMENTAL FUNDS**
**FOR THE YEAR ENDED SEPTEMBER 30, 2017**
***(Concluded)***

| | Mitigation Fund | | | |
|---|---|---|---|---|
| | Budgeted Amounts | | Actual | Variance With |
| | Original | Final | Amounts | Final Budget |
| **Revenues** | | | | |
| Intergovernmental | $ 1,182,784 | $ 1,188,745 | $ 726,623 | $ (462,122) |
| Federal Grants | 0 | 0 | 0 | 0 |
| Investment Income | 40,000 | 40,000 | 174,761 | 134,761 |
| Miscellaneous | 0 | | 2,267 | 2,267 |
| **Total Revenues** | 1,222,784 | 1,228,745 | 903,651 | (325,094) |
| **Expenditures** | | | | |
| Salaries | 253,623 | 237,262 | 179,821 | 57,441 |
| Employee Benefits | 103,091 | 103,091 | 67,955 | 35,136 |
| Professional/Contractual Services | 703,882 | 642,881 | 335,009 | 307,872 |
| Services | 29,590 | 50,705 | 38,145 | 12,560 |
| Commodities | 49,218 | 104,918 | 55,375 | 49,543 |
| Capital Outlay | 5,630 | 12,630 | 2,119 | 10,511 |
| Administrative Overhead Allocated | 77,750 | 77,258 | 50,466 | 26,792 |
| **(Total Expenditures)** | (1,222,784) | (1,228,745) | (728,890) | 499,855 |
| **Excess of Revenues Over Expenditures** | 0 | 0 | 174,761 | 174,761 |
| **Fund Balance, Beginning of Year** | 1,479,399 | 1,537,428 | 1,537,428 | 0 |
| **Fund Balance, End of Year** | $ 1,479,399 | $ 1,537,428 | $ 1,712,189 | $ 174,761 |

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**
**NOTE TO REQUIRED SUPPLEMENTARY INFORMATION**
**SEPTEMBER 30, 2017**

## Note 1 - Stewardship, Compliance, and Accountability

### Budgetary Information

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds. All annual appropriations lapse at fiscal year-end.

The Board generally follows these procedures in establishing the budgetary data reflected in the financial statements:

- In accordance with Florida Statutes, as amended July 1, 2012, prior to January 15 of each year, Water Management Districts must submit a Preliminary budget for the next fiscal year for legislative review. The preliminary budget will be used as the basis for developing the tentative budget. The tentative budget must be submitted to the District's Governing Board prior to July 15 and to the Executive Office of the Governor (EOG) and Legislature no later than August 1. The tentative budget proposes the operating budget for the fiscal year commencing the following October 1. The budget includes the proposed expenditures and the means of financing them for the upcoming year, along with the estimates for the current year and actual data for the prior year.

  The budget is prepared at the Program and Activity level per the requirements of S. 373.536, Florida Statutes and presented to the Board by fund and budget category as required by Chapters 373 and 189, Florida Statutes.

- Public hearings are conducted to allow for taxpayer comment.

- Prior to September 30, the budget is legally enacted through adoption of a resolution by the District's Governing Board in a public hearing.

- The Director of Administration is required by the District to present a monthly financial report and schedule of disbursements to the Board.

- Revisions that alter the total expenditures of any fund or increase an activity by a cumulative amount in excess of $1,000,000 must be approved by the Executive Office of the Governor and noticed to the Legislative Budget Commission prior to noticing the budget amendment for a District's Governing Board meeting. Budget amendments must be approved under the requirement of Chapter 373 and 189, Florida Statutes.

- Formal budgetary integration is employed as a management control device during the year.

- Budgets for the governmental fund types are presented on a basis consistent with accounting principles generally accepted in the United States of America.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**
**SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE**
**OF THE NET PENSION LIABILITY**
**FLORIDA RETIREMENT SYSTEM AND HEALTH INSURANCE SUBSIDY PENSION PLANS**
**SEPTEMBER 30, 2017**

## FLORIDA RETIREMENT SYSTEM PENSION PLAN

| | 2017 | 2016 | 2015 |
|---|---|---|---|
| District's Proportion of the FRS Net Pension Liability | 0.014547660% | 0.016537167% | 0.018788173% |
| District's Proportion Share of the FRS Net Pension Liability | $ 4,303,100 | $ 4,175,648 | $ 2,426,745 |
| District's Covered-Employee Payroll (FYE 9/30) | 5,279,199 | 5,628,494 | 5,371,658 |
| District's Proportionate Share of the FRS Net Pension Liability as a Percentage of its Covered-Employee Payroll | 81.51% | 74.19% | 45.18% |
| **FRS Plan Fiduciary Net Position as a Percentage of the Total Pension Liability** | 83.89% | 84.88% | 92.00% |

## HEALTH INSURANCE SUBSIDY PENSION PLAN

| | 2017 | 2016 | 2015 |
|---|---|---|---|
| District's Proportion of the HIS Net Pension Liability | 0.016710517% | 0.017533971% | 0.017752284% |
| District's Proportionate Share of the HIS Net Pension Liability | $ 1,786,766 | $ 2,043,512 | $ 1,810,454 |
| District's Covered-Employee Payroll (FYE 9/30) | 5,279,199 | 5,628,494 | 5,371,658 |
| District's Proportionate Share of the HIS Net Pension Liability as a Percentage of its Covered-Employee Payroll | 33.85% | 36.31% | 33.70% |
| **HIS Plan Fiduciary Net Position as a Percentage of the Total Pension Liability** | 1.64% | 0.97% | 0.50% |

**Notes to Schedule:**

The amounts shown above as reported on the date indicated, have a measurement date of 6/30.

Covered-employee payroll is for the fiscal year shown.

This schedule will build to 10 years of data as information becomes available.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**
**SCHEDULE OF THE DISTRICT'S CONTRIBUTIONS**
**FLORIDA RETIREMENT SYSTEM AND HEALTH INSURANCE SUBSIDY PENSION PLANS**
**FOR THE YEAR ENDED SEPTEMBER 30, 2017**

## FLORIDA RETIREMENT SYSTEM PENSION PLAN

| | 2017 | 2016 | 2015 |
|---|---|---|---|
| Contractually Required Contribution | $ 370,750 | $ 426,894 | $ 444,312 |
| FRS Contribution in Relation to the Contractually Required Contribution | (370,750) | (426,894) | (444,312) |
| FRS Contribution Deficiency (Excess) | $ 0 | $ 0 | $ 0 |
| District's Covered-Employee Payroll (FYE 9/30) | $ 5,279,199 | $ 5,628,494 | $ 5,371,658 |
| FRS Contributions as a Percentage of Covered-Employee Payroll | 7.02% | 7.58% | 8.27% |

## HEALTH INSURANCE SUBSIDY PENSION PLAN

| | 2017 | 2016 | 2015 |
|---|---|---|---|
| Contractually Required Contribution | $ 87,653 | $ 93,433 | $ 72,751 |
| HIS Contribution in Relation to the Contractually Required Contribution | (87,653) | (93,433) | (72,751) |
| HIS Contribution Deficiency (Excess) | $ 0 | $ 0 | $ 0 |
| District's Covered-Employee Payroll (FYE 9/30) | $ 5,279,199 | $ 5,628,494 | $ 5,371,658 |
| HIS Contributions as a Percentage of Covered-Employee Payroll | 1.66% | 1.66% | 1.35% |

**Note to Schedule:**
This schedule will build to 10 years of data as information becomes available.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**
**OTHER POSTEMPLOYMENT BENEFIT PLAN (OPEB)**
**RETIREE HEALTHCARE PLAN**
**SEPTEMBER 30, 2017**

## Schedule of Funding Progress

| Actuarial Valuation Date | Actuarial Value of Assets | Actuarial Accrued Liability (AAL) | Unfunded AAL | Funded Ratio | Annual Covered Payroll | UAAL as Percentage of Covered Payroll |
|---|---|---|---|---|---|---|
| 09/30/2016 | $ 0 | $ 1,826,619 | $ 1,826,619 | 0.0% | $ 5,579,912 | 33% |
| 09/30/2013 | 0 | 1,673,612 | 1,673,612 | 0.0% | 4,663,252 | 36% |
| 09/30/2011 | 0 | 862,511 | 862,511 | 0.0% | 6,248,982 | 14% |
| 09/30/2010 | 0 | 3,192,967 | 3,192,967 | 0.0% | 6,041,315 | 56% |

## Schedule of Employer Contributions

| Fiscal Year Ended | Annual OPEB Cost | Employer Contributions Toward the OPEB Cost | Percentage of Annual OPEB Cost Contributed | Net OPEB Obligation |
|---|---|---|---|---|
| 09/30/2017 | $ 222,676 | $ 71,493 | 32% | $ 394,331 |
| 09/30/2016 | 225,488 | 80,301 | 35.6% | 243,148 |
| 09/30/2015 | 144,752 | 126,009 | 87% | 97,961 |
| 09/30/2014 | 143,360 | 122,752 | 86% | 79,218 |
| 09/30/2013 | 142,313 | 114,672 | 81% | 58,609 |
| 09/30/2012 | 74,524 | 58,400 | 78% | 30,968 |
| 09/30/2011 | 73,407 | 58,563 | 80% | 14,844 |
| 09/30/2010 | 306,907 | 191,916 | 63% | 114,991 |

# ADDITIONAL INFORMATION

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**
**OFFICIALS**
**SEPTEMBER 30, 2017**

## GOVERNING BOARD MEMBERS

George Roberts, Chairman

Jerry Pate, Vice Chairman

John Alter, Secretary

Gus Andrews

Jon Costello

Marc Dunbar

Ted Everett

Nicholas Patronis

Bo Spring

# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
# SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
# FOR THE YEAR ENDED SEPTEMBER 30, 2017

| Federal Grantor/Pass-Through Grantor/ Grant Program | CFDA Number | Grant ID Number | Expenditures |
|---|---|---|---|
| **Federal Awards** | | | |
| **U.S. Department of Homeland Security** | | | |
| Cooperating Technical Partners | 97.045 | EMA-2009-CA-5937 | $ 198,256 |
| Cooperating Technical Partners | 97.045 | EMA-2010-CA-5085 | 74,316 |
| Cooperating Technical Partners | 97.045 | EMA-2011-CA-5142 | 165,134 |
| Cooperating Technical Partners | 97.045 | EMA-2012-CA-5261 | 43,265 |
| Cooperating Technical Partners | 97.045 | EMA-2013-CA-5352 | 20,823 |
| Cooperating Technical Partners | 97.045 | EMW-2014-CA-00047 | 121,002 |
| Cooperating Technical Partners | 97.045 | EMW-2015-CA-00043 | 65,444 |
| Cooperating Technical Partners | 97.045 | EMW-2016-CA-00003 | 271,613 |
| **Total U.S. Department of Homeland Security** | | | 959,853 |
| **U.S. Forest Service, Fish and Wildlife Foundation** | | | |
| Passed through the Longleaf Alliance | 12.630 | 1903.16.052256 | 6,500 |
| **U.S. Environmental Protection Agency** | | | |
| Passed through State of Florida Department of Environmental Protection: | | | |
| Water Quality Management Planning | 66.454 | G0373 | 61,724 |
| **Total Federal Expenditures** | | | $ 1,028,077 |

# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
# SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
# FOR THE YEAR ENDED SEPTEMBER 30, 2017
## *(Concluded)*

| State Grantor/Program Title | CSFA Number | Grantor Number | Expenditures | Amounts Provided to Sub-recipients |
|---|---|---|---|---|
| **State Financial Assistance** | | | | |
| **State of Florida Department of Environmental Protection** | | | | |
| State-wide Surface Water Restoration and Wastewater Projects | 37.039 | G0423 | $ 86,659 | $ 0 |
| Wastewater Projects | 37.039 | MN004 | 21,966 | 0 |
| Wastewater Projects | 37.039 | | 77,202 | 63,671 |
| Wastewater Projects | 37.039 | S0810 | 454,250 | 454,250 |
| | | | 640,077 | 517,921 |
| Water Management District Operations (State General Revenue) | 37.037 | | 3,360,000 | 121,125 |
| Water Management District Permitting Assistance (State General Revenue) | 37.037 | | 1,682,710 | 0 |
| Water Management District Land Acquisition and Improvement - MFL (State LATF) | 37.022 | | 1,500,000 | 0 |
| Water Management District Land Acquisition and Improvement - Lands Management (State LATF) | 37.022 | | 1,610,000 | 158,270 |
| | | | 8,152,710 | 279,395 |
| Florida Springs Grant Program (LATF) | 37.052 | LP01107 | 2,625 | 0 |
| Florida Springs Grant Program (LATF) | 37.052 | S0809 | 565,347 | 565,347 |
| Florida Springs Grant Program (General Revenue) | 37.052 | S0809 | 118,996 | 0 |
| Florida Springs Grant Program (General Revenue) | 37.052 | S0807 | 158,270 | 0 |
| Florida Springs Grant Program (LATF) | 37.052 | S0798 | 15,000 | 0 |
| Florida Springs Grant Program (General Revenue) | 37.052 | S0798 | 221,100 | 0 |
| Florida Springs Grant Program (LATF) | 37.052 | S0869 | 17,079 | 0 |
| Florida Springs Grant Program | 37.052 | S0810 | 2,578,152 | 2,578,152 |
| Florida Springs Grant Program | 37.052 | S0775 | 270,037 | 0 |
| | | | 3,946,606 | 3,143,499 |
| **Total State Financial Assistance** | | | $ 12,739,393 | $ 3,940,815 |
| **Total Federal Awards and State Financial Assistance** | | | $ 13,767,470 | $ 3,940,815 |

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**
**NOTES TO SCHEDULE OF EXPENDITURES OF**
**FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE**
**SEPTEMBER 30, 2017**

## Note 1 - Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance includes the Federal and State Award activity of the Northwest Florida Water Management District, and is presented on the accrual basis of accounting. The information in this Schedule is presented in accordance with the requirements of the Uniform Guidance, *Audits of States, Local Governments and Non-profit Organizations*, and Chapter 10.550, *Rules of the Auditor General of the State of Florida*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements.

## Note 2 - De Minimis Indirect Cost Rate Election

The District did not elect to use the 10% de minimis indirect cost rate as covered in §200.414, *Indirect (F&A) costs*, of the Uniform Guidance.

## Note 3 - Sub-recipients

Of the Federal and State expenses presented in this schedule, Northwest Florida Water Management District provided State Financial Assistance to sub-recipients as follows:

| Program Title | State CSFA Number | Amount Provided to Sub-recipients |
|---|---|---|
| Water Management Lands Trust Fund | 37.037, 37.022 | $ 279,395 |
| State-wide Surface Water and Wastewater Projects | 37.039 | 517,921 |
| Florida Springs Grant Program | 37.052 | 3,143,499 |

Purvis Gray & Company

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENT PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Honorable Governing Board
Northwest Florida Water Management District

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of the Northwest Florida Water Management District, (the District) as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated April 30, 2018.

**Internal Control Over Financial Reporting**
In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**
As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Certified Public Accountants**
P.O. Box 141270 • 222 N.E. 1st Street • Gainesville, Florida 32614-1270 • (352) 378-2461 • FAX (352) 378-2505
Laurel Ridge Professional Center • 2347 S.E. 17th Street • Ocala, Florida 34471 • (352) 732-3872 • FAX (352) 732-0542
443 East College Avenue • Tallahassee, Florida 32301 • (850) 224-7144 • FAX (850) 224-1762
5001 Lakewood Ranch Blvd. N., Suite 101 • Sarasota, Florida 34240 • (941) 907-0350 • FAX (941) 907-0309
MEMBERS OF AMERICAN AND FLORIDA INSTITUTES OF CERTIFIED PUBLIC ACCOUNTANTS
MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS

To the Honorable Governing Board
Northwest Florida Water Management District

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENT PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***
***(Concluded)***

**Purpose of this Report**
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Purvis, Gray and Company, LLP

April 30, 2018
Tallahassee, Florida

Purvis Gray & Company

## INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL* OF THE STATE OF FLORIDA

To the Honorable Governing Board
Northwest Florida Water Management District

**Report on Compliance for Each Major Federal Program and State Project**
We have audited Northwest Florida Water Management District's (the District) compliance with the types of compliance requirements described in the OMB *Compliance Supplement*, and the requirements described in the State of Florida, Department of Financial Services *State Projects Compliance Supplement,* that could have a direct and material effect on each of the District's major federal programs and state projects for the year ended September 30, 2017. The District's major federal programs and state projects are identified in the summary of auditors' results section of the accompanying Schedule of Findings and Questioned Costs.

**Management's Responsibility**
Management is responsible for compliance with the requirements of federal and state statutes, regulations, contracts, and grants applicable to its federal programs and state projects.

**Auditors' Responsibility**
Our responsibility is to express an opinion on compliance for each of the District's major federal programs and state projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General of the State of Florida*. Those standards, the Uniform Guidance, and Chapter 10.550, *Rules of the Auditor General of the State of Florida,* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program or state project occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program and state project. However, our audit does not provide a legal determination of the District's compliance.

**Opinion on Each Major Federal Program and State Project**
In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2017.

Certified Public Accountants
P.O. Box 141270 • 222 N.E. 1st Street • Gainesville, Florida 32614-1270 • (352) 378-2461 • FAX (352) 378-2505
Laurel Ridge Professional Center • 2347 S.E. 17th Street • Ocala, Florida 34471 • (352) 732-3872 • FAX (352) 732-0542
443 East College Avenue • Tallahassee, Florida 32301 • (850) 224-7144 • FAX (850) 224-1762
5001 Lakewood Ranch Blvd. N., Suite 101 • Sarasota, Florida 34240 • (941) 907-0350 • FAX (941) 907-0309
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MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS

To the Honorable Governing Board
Northwest Florida Water Management District

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL* OF THE STATE OF FLORIDA**
***(Concluded)***

**Report on Internal Control Over Compliance**
Management of the District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program or state project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program or state project, and to test and report on internal control over compliance in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General of the State of Florida,* but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or a state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General of the State of Florida*. Accordingly, this report is not suitable for any other purpose.

Purvis, Gray and Company, LLP

April 30, 2018
Tallahassee, Florida

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**
**SEPTEMBER 30, 2017**

## 1. Summary of Audit Results

### Financial Statements

**I. Type of Audit Report Issued on Financial Statements**

Unmodified Opinion.

**II. Significant Deficiency and/or Material Weaknesses in Internal Control**

Audit disclosed no significant deficiencies in internal control over financial reporting.

**III. Noncompliance Material to Auditee Financial Statements**

Audit disclosed no material instances of noncompliance.

### Federal Awards and State Projects

**IV. Significant Deficiencies and/or Material Weaknesses in Internal Control Over Major Federal Awards Programs or State Projects**

Audit disclosed no significant deficiencies and/or material weaknesses in internal control over major federal award programs or state projects that are required to be reported in the schedule of findings and questioned costs.

**V. Type of Audit Report Issued on Compliance with Requirements Applicable to Major Federal Awards Programs and State Projects**

Unmodified Opinion.

**VI. Audit Findings Relative to Major Programs and State Projects**

The audit disclosed no findings required to be reported in under Title 2 *Code of Federal Regulations* Part 200 (the Uniform Guidance) and Chapter 10.550, *Rules of the Auditor General of the State of Florida.*

**VII. Programs Tested as Major Federal Awards Programs and State Projects Included:**

| | |
|---|---|
| ■ **Federal Programs** | **CFDA No.** |
| U.S. Department of Homeland Security: | |
| ● Cooperating Technical Partners | 97.045 |
| ■ **State Projects** | **CFSA No.** |
| Florida Department of Environmental Protection: | |
| ● Water Management (WM) Lands Trust Fund | 37.037 |
| ● Florida Springs Grant Program | 37.052 |

**1. Summary of Audit Results *(Concluded)***

**VIII. Dollar Threshold Used to Distinguish Between Type A and Type B Federal Programs and State Projects**

| | |
|---|---|
| Federal Programs: | $750,000 |
| State Projects: | $382,182 |

**IX. Low Risk Auditee**

The District qualified as a low-risk auditee pursuant to the Uniform Guidance.

**2. Findings Related to the Financial Statements Required to be Reported Under Generally Accepted *Government Auditing Standards* (GAGAS)**

The audit disclosed no findings, which are required to be reported under GAGAS.

**3. Findings and Questioned Costs for Major Federal Awards Programs and State Projects**

The audit disclosed no findings for federal awards programs and state projects, which are required to be reported under the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General of the State of Florida*.

**4. Status of Prior Audit Findings**

There were no prior year findings required to be reported in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General of the State of Florida*.

Purvis Gray & Company

**INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES**

To the Honorable Governing Board
Northwest Florida Water Management District

We have examined the Northwest Florida Water Management District's (the District) compliance with Section 218.415, Florida Statutes, as of and for the year ended September 30, 2017, as required by Section 10.556 (10)(a), *Rules of the Auditor General*. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination of the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2017.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies granting agencies and pass-through entities, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Purvis, Gray and Company, LLP

April 30, 2018
Tallahassee, Florida

**Certified Public Accountants**
P.O. Box 141270 • 222 N.E. 1st Street • Gainesville, Florida 32614-1270 • (352) 378-2461 • FAX (352) 378-2505
Laurel Ridge Professional Center • 2347 S.E. 17th Street • Ocala, Florida 34471 • (352) 732-3872 • FAX (352) 732-0542
443 East College Avenue • Tallahassee, Florida 32301 • (850) 224-7144 • FAX (850) 224-1762
5001 Lakewood Ranch Blvd. N., Suite 101 • Sarasota, Florida 34240 • (941) 907-0350 • FAX (941) 907-0309
MEMBERS OF AMERICAN AND FLORIDA INSTITUTES OF CERTIFIED PUBLIC ACCOUNTANTS
MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS

Purvis Gray & Company

## MANAGEMENT LETTER

To the Honorable Governing Board
Northwest Florida Water Management District

**Report on the Financial Statements**
We have audited the financial statements of the Northwest Florida Water Management District, (the District), as of and for the year ended September 30, 2017, and have issued our report thereon dated April 30, 2018.

**Auditors' Responsibility**
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General*.

**Other Reporting Requirements**
We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors' Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards,* AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated April 30, 2018, should be considered in conjunction with this management letter.

**Prior Audit Findings**
Section 10.554(1)(i)1, *Rules of the Auditor General,* requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial report. There were no findings and recommendations made in the preceding annual financial report.

**Official Title and Legal Authority**
Section 10.554(1)(i)4, *Rules of the Auditor General,* requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed in the notes to the financial statements.

Certified Public Accountants
P.O. Box 141270 • 222 N.E. 1st Street • Gainesville, Florida 32614-1270 • (352) 378-2461 • FAX (352) 378-2505
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MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS

**MANAGEMENT LETTER**
***(Continued)***

**Financial Condition and Management**
Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

**Annual Financial Report**
Sections 10.554(1)(i)5.b. and 10.556(7), *Rules of the Auditor General,* require us to apply appropriate procedures and communicate the results of our determination as to whether the annual financial report for the District for the fiscal year ended September 30, 2017, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2017. In connection with our audit, we determined that these two reports were in agreement.

**Monthly Financial Statements**
Sections 10.554(1)(i)6.a. and 10.556(9), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District provided monthly financial statements to its Governing Board and made such monthly statements available for public access on its web site. In connection with our audit, we determined that the District provided monthly financial statements to its Governing Board and made such monthly statements available for public access on its web site.

**Transparency**
Sections 10.554(1)(i)6.b and 10.556(9), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether the District provided a link on its Web site to the Florida Department of Financial Service's Web site to view the District's annual financial report submitted to the Department. In connection with our audit, we determined that the District provided a link on its Web site to the Florida Department of Financial Service's Web site.

Sections 10.554(1)(i)6.c. and 10.556(9), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether the District posted its tentative and final budgets on its web site. In connection with our audit, we determined that the District posted its tentative and final budgets on its web site.

To the Honorable Governing Board
Northwest Florida Water Management District

**MANAGEMENT LETTER**
***(Concluded)***

**Additional Matters**
Section 10.554(1)(i)3, *Rules of the Auditor General,* requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

**Purpose of this Letter**
Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Governing Board, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

We wish to take this opportunity to thank you and your staff for the cooperation and courtesies extended to us during the course of our audit. Please let us know if you have any questions or comments concerning this letter, our accompanying reports, or other matters.

Purvis, Gray and Company, LLP

April 30, 2018
Tallahassee, Florida

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-11. Approval of Various Consent Agenda Items – Continued

8. Taking the following action concerning the Second Amendment to the Economic Development Transportation Project Fund Agreement relating to the design and construction of improvements on County Road (CR)184 (Muscogee Road) and State Road (SR) 95 (US 29):

   A. Approving, and authorizing the Chairman to sign, the Second Amendment to the Economic Development Transportation Project Fund Agreement;

   B. Adopting, and authorizing the Chairman to sign, the Resolution [R2017-134] supporting the Second Amendment to the Economic Development Transportation Project Fund Agreement; and

   C. Authorizing the Chairman to sign any other documents associated with time extensions, subject to Legal sign-off, and without further action of the Board.

9. See below.

10. See Page 29.

11. Adopting the Resolution [R2017-135] requesting that the Affordable Housing Workgroup recommend that the Florida Legislature use all Sadowski State and Local Housing Trust Fund Monies solely for Florida's Affordable Housing Programs.

9. TRIUMPH Pre-Application for the Bluffs Corridor – Beck's Lake Road Segment Project

   Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, taking the following action concerning the TRIUMPH Pre-Application for the Bluffs Corridor – Beck's Lake Road Segment Project:

   A. Recommending the Bluffs Corridor – Beck's Lake Road Segment Project Pre-Application to the TRIUMPH Gulf Coast Board; and

(Continued on Page 29)

# ESCAMBIA COUNTY ADMINISTRATION
# TRANSMITTAL MESSAGE

Date: 05-14-2018

TO: Liz Carew
Clerk to the Board

BCC: 11-30-2017

CAR I-8 Third Amendment to Economic Development Transportation Project Fund Agreement (On-System)

Please Initial and Date
Below on Line Provided

jw 05-15-18 Judy Witterstaeter, Program Coordinator, County Administration

Attached for filing with the Board's Minutes is a scanned copy of the Clerk's Original of the Amendment to the Agreement noted above. Per Liz Bush's' email dated December 5, 2017, the Florida Department of Transportation used DocuSign internally to sign the Agreement.

Thank you.

5/30/2018 Liz Carew, Clerk to the Board

**Return This Cover Page & Documents (as applicable) to Judy Witterstaeter**

Escambia County
Clerk's Original

11/30/2017 CRK I-8

# THIRD AMENDMENT TO ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT (ON-SYSTEM)

Financial Project No.: 437039-1-54-01
Contract No.: ART87
Catalog of State Financial Assistance No.: 55.032

This Third Amendment ("Third Amendment") to the Economic Development Transportation Project Fund Agreement dated June 12, 2015, ("Agreement"), as amended by the First Amendment dated June 20, 2016, and as amended by the Second Amendment dated December 31, 2017, is between the State of Florida, Department of Transportation ("FDOT"), and Escambia County ("Agency"). FDOT and the Agency are sometimes referred to in this Third Amendment as a "Party" and collectively as the "Parties."

## RECITALS

A. The Parties entered into the Agreement for, among other things, the provision of $1,950,000.00 to the Agency relating to the design and construction of improvements on CR 184 (Muscogee Road) and SR 95 (US 29); and

B. The Parties desire to amend the Agreement as set forth below; and

C. Under Section 4 of the Agency's Resolution R2017-134, adopted November 30, 2017 (attached hereto), the chairman of the board of county commissioners is authorized to sign documents relating to time extensions for the Agreement without further Board action.

## AMENDMENT

In consideration of the mutual covenants contained in this Third Amendment, the Parties agree as follows:

1. The recitals set forth above are true and correct and made a part of this Third Amendment.

2. Paragraph 2.0 of the Agreement is amended hereby by deleting the date "May 31, 2018" in the first sentence, and inserting "September 28, 2018" in lieu thereof.

3. Paragraph 3.0 of the Agreement is amended hereby by deleting the date "May 31, 2018" in the first sentence, and inserting "September 28, 2018" in lieu thereof.

4. This Third Amendment may be executed in duplicate originals.

5. This Third Amendment shall become effective upon full execution by the Parties.

6. Except as modified in this Third Amendment, the provisions, terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Third Amendment on the date(s) below.

**AGENCY:**

ESCAMBIA COUNTY B.O.C.C

Board of County Commissioners
Escambia County, Florida

Signature

Name: Jeff Bergosh
Title: Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

(SEAL)

Deputy Clerk

Date Executed: 4/26/2018

BCC Approved: 11-30-2017

**FDOT:**

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By:

Printed Name: Krissy Cook
Title: Admin Asst.

Date: 5/11/18

Attest:
Executive Secretary (SEAL)

FDOT Legal Review:

Office of the General Counsel

**Approved as to form and legal sufficiency.**

**By/Title:**
**Date:**

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

7. Taking the following action concerning the surplus and sale of real properties, located at the following locations, that have escheated to the County:

A. Authorizing the County Attorney to take such necessary actions to evict the occupants of County-owned properties, if they are still occupying the premises;

B. Declaring surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District noted:

| Account | Reference | 2013 PA Value | Address | District |
|---|---|---|---|---|
| 063673000 | 332S301300006012 | $9,984 | 3700 West Moreno Street Block | 3 |
| 064006100 | 332S303300092265 | $6,935 | 3502 West Cervantes Street | 2 |
| 064094000 | 332S303301005274 | $7,434 | 3403 West Lloyd Street | 3 |
| 064306500 | 332S304000013242 | $6,814 | 600 Y Street Block | 2 |
| 070787000 | 342S300660000021 | $6,032 | 3722 James Street | 2 |
| 070979200 | 342S300850001002 | $3,311 | 901 Krasnosky Street | 2 |
| 070989000 | 342S300860050001 | $5,652 | 3704 West Cervantes Street | 2 |
| 071619000 | 342S301150011003 | $11,400 | 17 Carey Avenue | 2 |
| 074108730 | 372S303400014002 | $8,075 | 10 Beth Circle | 2 |
| 081010000 | 502S305040003004 | $7,195 | 706 Wingate Street | 2 |
| 081479000 | 512S306000000008 | $17,586 | 20 West Washington Street | 2 |
| 081839000 | 502S306070120004 | $7,600 | 89 Leyte Drive | 2 |
| 084039000 | 592S301000010017 | $14,250 | 13 Elegans Avenue | 2 |
| 084369000 | 592S302700002038 | $7,960 | 200 Seamarge Lane Block | 2 |
| 070729000 | 342S300590034059 | $10,347 | 533 North Green Street | 3 |

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

7. Continued…

B. Continued…

| Account | Reference | 2013 PA Value | Address | District |
|---|---|---|---|---|
| 092642000 | 012S314301001002 | $6,175 | 4900 Sierra Drive Block | 1 |
| 094070110 | 192S314209003002 | $4,180 | 200 S Crow Road Block | 1 |
| 101348500 | 362S311010000005 | $16,862 | 5900 Princeton Drive Block | 1 |
| 112711110 | 091N311000233004 | $5,107 | Off Muscogee Road | 5 |

C. Authorizing the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

D. Authorizing the Chairman to sign all documents related to the sales.

8. Taking the following action concerning PD 13-14.054, Financial Auditing Services (Funding: Fund 001, General Fund, Cost Center 140201, Object Code 53101):

A. Approving the following ranking of the Proposal Review Committee:

(1) Warren Averett, LLC;
(2) Saltmarsh, Cleaveland and Gund; and
(3) Carr, Riggs & Ingram CPA's and Advisors; and

(Continued on Page 22)

ESCAMBIA COUNTY

**INTER-OFFICE MEMORANDUM**

TO: Liz Carew, Deputy Clerk to the Board

FROM: Beth Larrieu, Administrative Assistant to
Stephen G. West, Senior Assistant County Attorney

DATE: May 11, 2018

RE: Sales of Surplus Property:
13 Elegans Avenue and 200 Blk Seamarge Lane
BCC Approved: 7-10-2014 & 3-1-2018

The real property closings for the County's sales of property as listed below have been completed. Attached are the following documents for filing with the Board records.

**13 Elegans Avenue; Sold to James D. Homyak**

1. Copy of deed from the County to James D. Homyak recorded in OR Book 7898 at page 866.
2. Original Settlement Statement.
3. Original Satisfaction of Conditions Precedent to Closing.
4. Original Agreement for Sale and Purchase.

**200 Blk Seamarge Lane; Sold to James D. Homyak**

1. Copy of deed from the County to James D. Homyak recorded in OR Book 7898 at page 844.
2. Original Settlement Statement.
3. Original Satisfaction of Conditions Precedent to Closing.
4. Original Agreement for Sale and Purchase.

If you have any questions, do not hesitate to give me a call.

/el
Attachments

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018036459 5/11/2018 2:24 PM
OFF REC BK: 7898 PG: 866 Doc Type: D
Recording $18.50 Deed Stamps $90.30

This document was prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

# DEED

THIS DEED is made this 11th day of May, 2018, by 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 (Grantor), and James D. Homyak, whose address is 366 Ft. Pickens Road, Pensacola, FL 32561 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of Twelve Thousand, Eight Hundred, Twenty-Five Dollars ($12,825.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the following land in Escambia County, Florida, more particularly described as follows:

Lot 10, Block 17 Lakewood PB 2 P 30/30C OR 4865 P 1337 CA 191

Property Reference Number: 59-2S-30-1000-010-017

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2018 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

AS AUTHORIZED by the Board of County Commissioners at its meeting on March 1, 2018, this conveyance includes all of Grantor's interest in, and title in and to, all the phosphate, minerals, metals and petroleum that are or may be in, on, or under the Property.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Jeff Bergosh, Chairman

Deputy Clerk

SEAL

Date Executed
5/10/2018

BCC Approved: 07/10/2014 & 03/01/2018

# Settlement Statement

BUYER: James D. Homyak
SELLER: Escambia County, Florida
PROPERTY: Acct. No. 08-4039-000; 13 Elegans Avenue
DATE: May 11, 2018

CLOSING EXPENSES

| | | Paid from BUYER'S Funds at Settlement | Paid from SELLER'S Funds at Settlement |
|---|---|---|---|
| 2018 Ad Valorem Taxes | | POC | EXEMPT |
| Recording Fees: | | | |
| | Deed (2 pages) | $ 18.50 | |
| Documentary Stamp Tax: | | | |
| | Deed (.70 per $100) | $ 90.30 | |
| Title Insurance | | POC | |
| Seller's Attorney Fees | | $ 230.00 | |
| TOTAL CLOSING EXPENSES: | | $ 338.80 | $ - |
| Purchase Price due from Buyer | | $ 12,825.00 | |
| Less Bid Deposit | | $ 1,282.50 | |
| Purchase Price due from Buyer | | $ 11,542.50 | |
| **TOTAL AMOUNT TO CLOSE** | | **$ 11,881.30** | **$ -** |

THE UNDERSIGNED CLOSING ATTORNEY REPRESENTS THE SELLER IN THIS TRANSACTION AND DOES NOT UNDERTAKE TO PROVIDE ADVICE OR LEGAL REPRESENTATION TO THE BUYER.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

**SELLER:**
ESCAMBIA COUNTY, FLORIDA, by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

SEAL

BCC Approved: 07/10/2014 & 03/01/2018

Date Executed
5/10/2018

**BUYER:**

Witness

Print Name

James D. Homyak

Witness

Print Name

DISBURSEMENTS

Amounts Received from:

| | | |
|---|---|---|
| Buyer: | $ | 11,881.30 |
| Seller: | $ | - |
| **Total Received:** | **$** | **11,881.30** |

Amounts Disbursed to:

| | | |
|---|---|---|
| Pam Childers, Clerk of Court (Doc Stamps & Recording Fees) | $ | 108.80 |
| Escambia County, Florida (Purchase Price & Seller's Attorney Fees) | $ | 11,772.50 |
| **Total Disbursed:** | **$** | **11,881.30** |

Stephen G. West, Senior Assistant County Attorney

SATISFACTION OF CONDITIONS
PRECEDENT TO CLOSING

The undersigned parties acknowledge that all contingencies in the Agreement for Sale and Purchase have been satisfied or waived.

Executed by **Seller** on the 10th day of May, 2018.

**SELLER:**
ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

Deputy Clerk

BCC Approved: 07/10/2014 & 03/01/2018

Executed by **Buyer** on the 11th day of May, 2018.

**BUYER:**

Witness

Print Name Stephen G. West

Witness

Print Name Elizabeth A. Cannon

By: James D. Homyak

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this _____ day of _____, 20___, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and James D. Homyak, whose address is 366 Ft. Pickens Road, Pensacola, Florida 32561 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below;

Lot 10, Block 17 Lakewood PB 2 P 30/30C OR 4865 P 1337 CA 191.

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on July 10, 2014, Seller approved the sale of the Property; and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.

2. Purchase Price and Method of Payment. The purchase price for the Property is Twelve Thousand Eight Hundred Twenty-Five Dollars ($12,825.00) and must be paid by certified or official check at closing.

3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title insurance commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or

qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. Survey. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Financing. Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. Possession. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive

the closing of the Agreement.

8. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, has the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. Conveyance of Property. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:

a. Ad valorem real property taxes and assessments for the year 2018 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

b. Reservation of an undivided ¾ interest in, and title in and to an undivided ¾ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided ½ interest in all the petroleum that is

or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 30 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

| SELLER | BUYER | |
|---|---|---|
| _____ | __X__ | Deed Documentary Stamps |
| _____ | __X__ | Survey, if any |
| _____ | __X__ | Recording (Deed) |
| _____ | __X__ | County Attorney's Fees (Document Preparation) |
| _____ | __X__ | Title Insurance, if any |
| _____ | __X__ | Structural and Environmental Inspections, if any |
| _____ | __X__ | Real Estate Professional Fee or Commission, if any |

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.

b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's

proposed construction on, or development of, the Property will be paid solely by Buyer.

14. Conditions Precedent to Closing. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.

b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.

c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.

d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.

e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.

f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. Assignability. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

16. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.

17. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.

18. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

20. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

21. Brokerage. Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed in connection with the sale and purchase contemplated in the Agreement.

22. Default and Termination. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

23. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the

Seller and Buyer at the following addresses:

TO THE SELLER:
Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

TO THE BUYER:
James D. Homyak
366 Ft. Pickens Road
Pensacola, Florida 32561

WITH A COPY TO:
County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. Further Assurances. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

27. Property Tax Disclosure Summary. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

**SELLER:**

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

Deputy Clerk

Jeff Bergosh, Chairman

Date Executed
2/1/2018

BCC Approved: 07/10/2014

**BUYER:**

Witness Kari Macarthur
Print Name Kari Macarthur

James D. Homyak

Witness Tara Cannon
Print Name Tara Cannon

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of January, 2018, by James D. Homyak. He (X) is personally known to me, or (_) has produced current Personally Known as identification.

TARA D. CANNON
MY COMMISSION # FF 118619
EXPIRES: June 18, 2018
Bonded Thru Notary Public Underwriters

Tara D. Cannon
Signature of Notary Public

Tara D. Cannon
Printed Name of Notary Public

(Notary Seal)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018036454 5/11/2018 2:20 PM
OFF REC BK: 7898 PG: 844 Doc Type: D
Recording $18.50 Deed Stamps $70.70

This document was prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED

THIS DEED is made this 11th day of May, 2018, by 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 (Grantor), and James D. Homyak, whose address is 366 Ft. Pickens Road, Pensacola, FL 32561 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Thousand, One Hundred Dollars ($10,100.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the following land in Escambia County, Florida, more particularly described as follows:

> The North 40.91 feet of the South 91.84 feet of Lot 38 of a Subdivision of Lots 7, 8, 9, and 10 of William Fishers 96 Acres, recorded at Plat Deed Book 59, page 631 of the Public Records; and also lying in Section 59, Township 2 South, Range 30 West Escambia County, Florida; Grantor reserves an easement over, under, and across the eastern 20 feet of the above-described property for right-of-way, road, drainage, utilities and other associated public infrastructure.
>
> Property Reference Number: 59-2S-30-2700-003-038

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2018 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

AS AUTHORIZED by the Board of County Commissioners at its meeting on March 1, 2018, this conveyance includes all of Grantor's interest in, and title in and to all the phosphate, minerals, metals and petroleum that are or may be in, on, or under the Property.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

Deputy Clerk

Jeff Bergosh, Chairman

Date Executed

5/10/2018

BCC Approved: 11/02/2017 & 03/01/2018

# Settlement Statement

BUYER: James D. Homyak
SELLER: Escambia County, Florida
PROPERTY: Acct. No. 08-4370-000; 200 Blk Seamarge Lane
DATE: May 11, 2018

CLOSING EXPENSES

| | | Paid from BUYER'S Funds at Settlement | Paid from SELLER'S Funds at Settlement |
|---|---|---|---|
| 2018 Ad Valorem Taxes | | POC | EXEMPT |
| Recording Fees: | | | |
| | Deed (2 pages) | $ 18.50 | |
| Documentary Stamp Tax: | | | |
| | Deed (.70 per $100) | $ 70.70 | |
| Title Insurance | | POC | |
| Seller's Attorney Fees | | $ 230.00 | |
| TOTAL CLOSING EXPENSES: | | $ 319.20 | $ - |
| Purchase Price due from Buyer | | $ 10,100.00 | |
| Less Bid Deposit | | $ 1,010.00 | |
| Purchase Price due from Buyer | | $ 9,090.00 | |
| **TOTAL AMOUNT TO CLOSE** | | **$ 9,409.20** | **$ -** |

THE UNDERSIGNED CLOSING ATTORNEY REPRESENTS THE SELLER IN THIS TRANSACTION AND DOES NOT UNDERTAKE TO PROVIDE ADVICE OR LEGAL REPRESENTATION TO THE BUYER.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

**SELLER:**
ESCAMBIA COUNTY, FLORIDA, by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

SEAL

Date Executed
5/10/2018

BCC Approved: 11/02/2017 & 03/01/2018

**BUYER:**

Witness

Print Name

James D. Homyak

Witness

Print Name

DISBURSEMENTS

Amounts Received from:

| | | |
|---|---|---|
| Buyer: | $ | 9,409.20 |
| Seller: | $ | - |
| **Total Received:** | **$** | **9,409.20** |

Amounts Disbursed to:

| | | |
|---|---|---|
| Pam Childers, Clerk of Court (Doc Stamps & Recording Fees) | $ | 89.20 |
| Escambia County, Florida (Purchase Price & Seller's Attorney Fees) | $ | 9,320.00 |
| **Total Disbursed:** | **$** | **9,409.20** |

Stephen G. West, Senior Assistant County Attorney

SATISFACTION OF CONDITIONS
PRECEDENT TO CLOSING

The undersigned parties acknowledge that all contingencies in the Agreement for Sale and Purchase have been satisfied or waived.

Executed by **Seller** on the 16th day of May, 2018.

**SELLER:**
ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Jeff Bergosh, Chairman

SEAL

Deputy Clerk

BCC Approved: 11/02/2017 & 03/01/2018

Executed by **Buyer** on the 11th day of May, 2018.

**BUYER:**

Witness

Print Name Stephen G. Welt

Witness

By: James D. Homyak

Print Name Elizabeth Mclaurin

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this _____ day of _____, 20___, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and James D. Homyak, whose address is 366 Ft. Pickens Road, Pensacola, Florida 32561 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below;

> The North 40.91 feet of the South 91.84 feet of Lot 38 of a Subdivision of Lots 7, 8, 9, and 10 of William Fishers 96 Acres, recorded at Plat Deed Book 59, page 631 of the Public Records; and also lying in Section 59, Township 2 South, Range 30 West Escambia County, Florida; Grantor reserves an easement over, under, and across the eastern 20 feet of the above-described property for right-of-way, road, drainage, utilities and other associated public infrastructure.
>
> Property Reference Number: 59-2S-30-2700-003-038;

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on November 2, 2017, Seller approved the sale of the Property; and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.

2. Purchase Price and Method of Payment. The purchase price for the Property is Ten Thousand One Hundred Dollars ($10,100.00) and must be paid by certified or official check at closing.

3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions

identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title insurance commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. Survey. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Financing. Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. Possession. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable buyer of real estate and that it is relying solely

on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, has the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. Conveyance of Property. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:

a. Ad valorem real property taxes and assessments for the year 2018 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

b. Reservation of an undivided ¾ interest in, and title in and to an undivided ¾ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided ½ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 30 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

| SELLER | BUYER |
|---|---|
| _____ | __X__ Deed Documentary Stamps |
| _____ | __X__ Survey, if any |
| _____ | __X__ Recording (Deed) |
| _____ | __X__ County Attorney's Fees (Document Preparation) |
| _____ | __X__ Title Insurance, if any |
| _____ | __X__ Structural and Environmental Inspections, if any |
| _____ | __X__ Real Estate Professional Fee or Commission, if any |

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.

b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.

14. Conditions Precedent to Closing. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.

b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.

c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.

d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.

e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.

f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. Assignability. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

16. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.

17. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.

18. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

20. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

21. Brokerage. Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed in connection with the sale and purchase contemplated in the Agreement.

22. Default and Termination. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

23. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:
Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

TO THE BUYER:
James D. Homyak
366 Ft. Pickens Road
Pensacola, Florida 32561

WITH A COPY TO:
County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. Further Assurances. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

27. Property Tax Disclosure Summary. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

**SELLER:**
ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Pam Childers
Clerk of the Circuit Court

SEAL

Deputy Clerk

Jeff Bergosh, Chairman

Date Executed
2/1/2018

BCC Approved: 11/02/2017

**BUYER:**

Witness Katie Macarthur
Print Name Katie Macarthur

James D. Homyak

Witness Tara Cannon
Print Name Tara Cannon

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of January, 2018, by James D. Homyak. He (X) is personally known to me, or (_) has produced current Personally Known as identification.

Tara D. Cannon
Signature of Notary Public

TARA D. CANNON
MY COMMISSION # FF 118619
EXPIRES: June 18, 2018
Bonded Thru Notary Public Underwriters

Tara D. Cannon
Printed Name of Notary Public

**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-14223** **Clerk & Comptroller's Report 11. 5.**
**BCC Regular Meeting** **Consent**
**Meeting Date:** 06/07/2018
**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 May 10, 2018;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 17, 2018; and

C. Approve the Minutes of the Regular Board Meeting held May 17, 2018.

## Attachments

20180510 CW Workshop Report
20180517 Agenda Work Session Report
20180517 Regular BCC Meeting Minutes

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD MAY 10, 2018
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:00 a.m. – 11:52 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
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Susan Woolf, General Counsel to the Clerk
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator'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 DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office, that the Meeting was advertised in the Pensacola News Journal on May 5, 2018, in the *Board of County Commissioners – Escambia County, Florida, Weekly Meeting Schedule.*

AGENDA NUMBER – Continued

3. Update Pensacola Showcase

A. Board Discussion – The C/W viewed and discussed a Powerpoint Presentation, which was also provided in hard copy, entitled *Visit Pensacola May 2018*, presented by Liz Pelt, Appleyard Agency, and the C/W:

(1) Heard comments of thanks from Dickey Appleyard, Appleyard Agency, for the opportunity to represent Pensacola with local advertising agencies for Visit Pensacola;

(2) Was provided a handout with information on 2017 local tourism statistics by Steve Hayes, Visit Pensacola, and informed about the various activities taking place during National Travel and Tourism Week;

(3) Was informed by Ms. Pelt that:

(a) In order to craft the message to attract visitors to the local area, Showcase Pensacola [a group of seven local advertising agencies working with Visit Pensacola] researched extensively, conducted surveys, and talked to focus groups;

(b) The target visitor of the campaign message goes to the beach to relax, because they love the water, to eat great food and foods they do not normally eat, and to enjoy beach towns and scenic beauty;

(c) Beyond the quality of the beach, the target visitor considers amenities such as dining out, attractions for kids, adventure tours, historical sites, water parks, and shopping;

(d) Based on the research, Showcase Pensacola created the slogan “The Beach is Just the Beginning” as the creative messaging for the campaign;

(Continued on Page 3)

AGENDA NUMBER – Continued

3. Continued…

A. Continued…

(3) Continued…

(e) The six areas identified from the research that will be targeted to potential visitors on the Visit Pensacola website are:

- Be a Beach Bum
- Discover Local Charms
- Play Outside
- Satisfy Your Taste Buds
- Find Family Fun
- Explore Local History

(f) Showcase has developed print, digital, and television spots with the new creative messaging and in the initial rollout, a television trip giveaway contest was advertised in Atlanta, Dallas, Nashville, and New Orleans, which resulted in over 22,000 contest entries and six million impressions; and

(4) Heard comments of support for the project/message from Commissioner Robinson;

(5) Was informed by Commissioner Underhill that he was disappointed that Perdido and eco-tourism were not featured in the campaign and that those areas will have to change to have his continued support;

(6) Was advised by Commissioner May that he wants to see money stay local and that he would like to see this item brought back again when the agenda is not as aggressive, allowing more time for comments; and

(7) Was informed by Pam Childers, Clerk of the Circuit Court and Comptroller, that she sits down quarterly to discuss how funds are being used with Visit Pensacola; and

B. Board Direction – None.

AGENDA NUMBER – Continued

4. Forest Creek Apartments

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Forest Creek Apartments FEMA Grant*, presented by Chips Kirschenfeld, Natural Resources Management Director, and the C/W:

(1) Was informed by Director Kirschenfeld that:

(a) After the flooding in 2014, staff was directed to file for a FEMA (Federal Emergency Management Agency) grant, which was approved by the BCC in 2018;

(b) The scope of work includes acquiring and demolishing 17 buildings and converting land to open space with deed restriction;

(c) The local share of the total cost ($19,477,477.40) is 10%, which equates to $1,947,747.74, with the remainder being paid for through the federal grant;

(d) Two appraisals were done by the County and one by the owner utilizing a sales comparison approach and an income approach and the final value opinion was:

- County 1 - $9.5 million
- County 2 - $10.5 million
- Owner - $15.5 million

(e) The appraisals do not include a separate value for vouchers and the BCC has expressed a desire to convert Project-Based Vouchers to Section 8 Housing Vouchers;

(f) Staff is looking for direction would like direction on how to proceed from this point;

(Continued on Page 5)

AGENDA NUMBER – Continued

4. Continued…

A. Continued…

(2) Was advised by Commissioner Underhill that:

(a) He does not want to see another complex like Forest Creek and that citizens who need housing assistance should be spread throughout the community;

(b) He was surprised that the flood history of the property was not enough to negatively affect the value on the appraisals;

(c) He would like to see flooding addressed with changes to the drainage of the Jones Swamp basin rather than spending the money to tear down property;

(d) In his opinion, the goal should be home ownership and that more information is needed before making a decision

(3) Upon inquiry from Commissioner May regarding the plan of relocation for the residents and the cost of homeownership through housing programs such as the State Housing Initiatives Partnership. was advised by Meredith Reeves, Neighborhood Enterprise Manager, that the average monthly cost of housing is significantly less than the average rent of $800-$1,000;

(4) Was advised by Commissioner Bergosh that there were questions that needed to be answered before the Board made any decisions are made; and

B. Board Direction – None.

Speakers:

Morgan Cox
Doug Hickok

AGENDA NUMBER – Continued

5. 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 Correctional Facility Progress Update*, presented by Steve Jernigan, Bay Design, and the C/W:

(1) Was informed by Mr. Jernigan that:

(a) The key points in the update include:

- Permits submitted:
  - FDOT [Florida Department of Transportation] – approval received
  - ECUA [Emerald Coast Utilities Authority] – in progress; comments received and answered
  - DRC [Development Review Committee– Development order received April 25th
- Test pilings in progress
- Design Development plans distributed
  - Review meetings scheduled for May 15-17
- First ODP [Owner Direct Purchase] purchase processed
  - Concrete purchase

(b) Upcoming activities include:

- Commissioning Authority and Threshold Inspector Agreements by Mid-May
- Final Construction Documents due by June 18th
- Full building permit approval anticipated by July 16th
- The next progress update will be at the June C/W Workshop

(2) Was advised by Mr. Jernigan and Bob Dye, Risk Manager and Interim Facilities Director, that construction time is estimated at 24 months; and

(Continued on Page 7)

AGENDA NUMBER – Continued

5. Continued…

   A. Continued…

      (3) Discussed the rejuvenation of the Englewood district and the actions being taken and needing to be taken to improve the flooding risks in that area and the safety of the residents; and

   B. Board Direction – None.

6. Covenant for the Community

   A. Board Discussion – The C/W briefly discussed this agenda item, and agreed to discuss it further at a future Workshop; and

   B. Board Direction – None.

7. Mid-Town Commerce Park Request for Letters of Interest

   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 informed by Ms. Lovoy that:

         (a) On the Board's direction, staff put together a scope of work for hiring a Master Developer to develop the Mid-Town Commerce Park, which includes the following scope of services:

- Public private partnership to commercially develop the site
  - County would retain ownership
  - County would provide a long-term master lease mutually beneficial to both the County and the private partner

(Continued on Page 8)

AGENDA NUMBER – Continued

7. Continued…

A. Continued…

(1) Continued…

(a) Continued…

- Private partner would be expected to develop the site in a manner to maximize the potential for job development and to operate the site in a manner beneficial to the County and the private partner
  - o All tenancies or sub-leases to the master developer would be the responsibility of the private partner
- It is expected that the County will vacate the current plat and rezone all parcels as mutually acceptable
- All proposals will be considered

(b) Criteria for selection includes:
- Potential for jobs and job growth – 25 points
- Site development – 25 points
- Nature and viability of the proposal – 25 points
- Track record for the private partner – 15 points
- Proposed master lease amount to the County – 10 points

(2) Heard comments from Commissioner Barry on whether the Board would entertain Letters of Interest from existing businesses on the west side of Palafox for adjacent parcels that would be added on to their footprint;

(3) Was advised by Commissioner Robinson that the “Clarinda Triangle” should be treated differently than the rest of the property;

(Continued on Page 9)

AGENDA NUMBER – Continued

7. Continued…

A. Continued…

(4) Heard comments from the Commissioners in support of Letters of Interest coming to the Board formally for approval from any interested property owners and that there has already been contact from several property owners to that effect;

(5) Was advised by Commissioner Underhill that he would like to see that funds realized from the sales are used for the purposes of monitoring and other related obligations related to the sale of the properties;

(6) Identified several criteria related to the sale of property in the Clarinda triangle:

- The property owner does not have to own adjacent property
- Any Letters of Interest should come to the Board
- The Board will want to see information about job potential, the plans for the site, etc.
- There should be a timetable of development
- There should some type of accountability if the plan for the property does not materialize and that land-banking will not be allowed

(7) Requested that staff conduct an analysis on options for selling the property in the Clarinda Triangle versus leasing and how this will affect federal dollars, and to bring back a recommendation at the next discussion of this item;

(8) Concluded that on the east side, a Request for Proposal would be done for a Master Developer, and on the west side, Requests for Letters of Interest (RLI) would be done for businesses that want to locate in that area, and that RLIs would go through a pre-application process with Development Services; and

(9) Was advised by Commissioner May that if the property in the “Clarinda Triangle” has not been leased or sold by the time the Master Developer is hired, it should “flow back in” and not be left as abandoned land; and

B. Board Direction – None.

AGENDA NUMBER – Continued

8. Pensacola Beach Restroom Facilities

   This item was dropped from the agenda.

9. Future Development and Planning of OLF-8

   A. Board Discussion – The C/W:

      (1) Was informed by County Administrator Brown that:

         (a) Based on Board direction, staff is moving towards putting out a Request for Proposal (RFP);

         (b) Staff would like input from each Commissioner on how success will be determined for job creation;

         (c) It would be prudent to bring on a team to do the RFP for the Master Plan and his recommendation is that a Professional Planner is used rather than relying upon staff;

         (d) Money is available in through RESTORE to bring on a team for the RFP;

         (e) The project is expected to be completed in November, with the land swap happening in December or January;

         (f) There is money set aside for a portion of the planning for the site and the Master Plan, as well as money put forth in a Triumph request;

         (g) He will bring a recommendation back for the RFP at a later date for the Board's input;

         (h) The Master Planner will reach out to entities and stakeholder's rather than having a Citizen's Advisory Committee, based on the preference of the Board;

(Continued on Page 11)

AGENDA NUMBER – Continued

9. Continued…

A. Continued…

(2) Heard comments of support for the timeline from Commissioner Bergosh and was advised that he wants to utilize the property to create high-tech manufacturing and assembly jobs, some community amenities, an elementary school, and retail;

(3) Was advised by Commissioner Robinson that he wants the Master Planner to advise the Board on what needs to be in the area and that he wants to create as many jobs per acre in a productive way without prejudicing the Planner on what needs to go in the area;

(4) Was advised by Commissioner Underhill that he thinks a Master Plan is the smart way to go and that he will honor the will of the people of Beulah for what they want built in their community;

(5) Was advised by Commissioner Barry that the successful transfer of the property is a huge victory, he is supportive of a Master Plan, he recommends a conversation take place concerning the wishes of Navy Federal Credit Union, and that the recovery of public money is a high priority for him because he has no appetite for Local Option Sales Tax money going toward the buildout;

(6) Was advised by Commissioner May that he is supportive of a Master Plan, it is critical to look at the financial model, and, in his opinion, the private sector has to pay for the public amenities; and

(7) Was informed by Administrator Brown that he would like to involve Florida West and First Place Partners in helping to craft the RFP; and

B. Board Direction – None.

AGENDA NUMBER – Continued

10. New TRIUMPH Projects

A. Board Discussion – The C/W:

(1) Was informed by Chips Kirschenfeld, Natural Resources Management Director, that:

(a) The Triumph Board has selected four projects to move forward with final negotiations and contracting, of which two are workforce development projects, including the Escambia School Board project;

(b) The three projects submitted by Escambia County (Downtown Sports Complex, OLF-8, and the Beulah Connector Road) all have challenges that staff are working through; and

(c) Staff is requesting that the Board consider ideas for new project applications; and

(2) Was advised by Commissioner Robinson that he considers all projects submitted in Escambia County's jurisdiction to be Escambia County projects, regardless of who actually submitted them, and that he does not want to jeopardize other sources of funding by submitting transportation projects to Triumph;

(3) Was advised by Commissioner Bergosh that there is a swap in the works that would exchange Perdido Key Drive for Beulah Road, making it a State road and that he is happy with whichever way gets Beulah Road paid for the fastest;

(4) Was provided with updates on various other projects in the works in Escambia County and surrounding jurisdictions by Mr. Kirschenfeld;

(5) Heard a request from Commissioner Barry for a list of all projects that have been submitted to Triumph;

(6) Was informed by Mr. Kirschenfeld that the Triumph Board meets monthly, they are likely to approve additional projects at the next meeting, and that the Arena project is on hold until some questions are answered, such as identifying the specific parcel for the project;

(Continued on Page 13)

AGENDA NUMBER – Continued

10. Continued…

    A. Continued…

        (7) Was advised by Commissioner Bergosh that he will be bringing the Arena project forward on the next agenda with several options for discussion; and

        (8) Heard comments of support from Commissioner Underhill for the potential Port of Pensacola project; and

    B. Board Direction – None.

11. Alcohol Sales Measurement

    A. The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Alcohol Sales Management*, presented by Andrew Holmer, Division Manager, Development Services, and the C/W:

        (1) Was informed by Mr. Holmer that:

            (a) The method the County uses to measure the 1,000 feet of distance between a place of business selling alcohol and a place of worship, child care facility, or K-12 educational facility is along the shortest route of ordinary pedestrian travel within public rights-of-way;

            (b) The distance is measured from main entrance to main entrance, or for an educational facility, to the nearest point of the grounds in use as part of the facility;

(Continued on Page 14)

AGENDA NUMBER – Continued

11. Continued…

A. Continued…

(1) Continued…

(c) The current methods for determining distance for types of alcohol sales are:

| **Alcohol Sales** | Within 1,000' of a school | Within 1,000' of a daycare | Within 1,000' of a place of worship |
|---|---|---|---|
| Off-premise wine and/or beer | Allowed | Allowed | Allowed |
| On-premise consumption | Prohibited | Conditional Use | Conditional Use |
| Off-premise liquor | Prohibited | Conditional Use | Conditional Use |

(d) Prior to the adoption of Ordinance 2011-38, the distance was measured with a simple 1,000' radius and this was changed in 2011 due to a request from the Board of Adjustment; and

(2) Was advised by Commissioner Underhill that the 1,000 foot radius seems to be a more simple measurement and that he would support reverting back to the previous method of measuring; and

B. Board Direction – None.

12. Navy Boulevard Project Development and Environmental Study Public Hearing Presentation

A. The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Project Development & Environment Study S.R. 30 (U.S. 98) Navy Boulevard from New Warrington Road to the Bayou Chico Bridge*, presented by Ben Faust, Consultant with DRMP, and Kimberly Stephens, Florida Department of Transportation (FDOT) Project Manager, and the C/W:

(1) Was informed by Mr. Faust that:

(a) A study was conducted on top of studies that the County was done, not to duplicate the County's studies, but to ensure that they were crafted in a manner acceptable to the FDOT for safety standards and operational improvement requirements;

(b) A full analysis of the corridor was done and the study is in the later stages;

(c) A Public Hearing, to be held at 5:30 p.m. on May 29, 2018, at the Brownsville Community Center will conclude public involvement activities and the final documentation will be wrapped up and they will move into the design phase;

(d) The project is in the New Warrington CRA (Community Redevelopment Agency) and is on Navy Boulevard from New Warrington Road to the Bayou Chico Bridge;

(e) The concept being proposed is called a "Complete Streets Concept," which includes the following criteria:

- Maintain four 11-foot wide travel lanes
- Add 7-foot wide buffered bike lanes
- Add frontage roads with parking for businesses
- Add sidewalks and two pedestrian cross walks
- Add median with landscape
- Add streetscape elements
- Add bus stop pull-out areas
- Revise traffic pattern at Chief's Way intersection
- Stormwater treatment in swales (no ponds)

(Continued on Page 16)

AGENDA NUMBER – Continued

12. Continued…

A. Continued…

(1) Continued…

(f) At the Alternatives Public Meeting, the concept received mostly strong public support and the comments emphasized support for landscape and streetscape elements;

(g) All draft project documents are available for public review from May 8, 2018, until June 12, 2018, at the following locations:

| | |
|---|---|
| West Florida Regional Planning Council<br>4081 East Olive Road, Suite A<br>Pensacola, Florida 32514<br>Monday through Friday<br>from 8:00 a.m. to 4:30 p.m. | FDOT District Three Office<br>1074 Highway 90<br>Chipley, Florida 32428<br>Monday through Friday<br>from 8:00 a.m. to 5:00 p.m. |

(2) Was advised by Commissioner Underhill that this project is critical to the growth of the west side, this completes the revitalization of the infrastructure for the future of New Warrington, and he would like to identify which year of Local Options Sales Tax IV funds would be going towards the construction of this project; and

B. Board Direction – None.

AGENDA NUMBER – Continued

13. Library Cards to be Used for the Escambia County Area Transit "Summer Wheels" Youth Pass Program

A. The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Student Library Cards use on ECAT*, presented by Mike Crittenden, Mass Transit Director; Todd Humble, Library Director; and Tonya Ellis, Transit Division Manager, and the C/W was informed by Mr. Cittenden that:

(1) Based on Board discussion at the previous meeting, staff started working on a plan to move forward with a plan for using library cards as part of the "Summer Wheels" program;

(2) Highlights of the program include:

- Student specific library card
- Used as fare instrument
- Students ride free
- Effective start date – Memorial Day
- Year-long program
- Library and ECAT (Escambia County Area Transit) will coordinate program with Community and Media Relations

(3) Heard comments of support from the Commissioners; and

B. Board Direction – None.

AGENDA NUMBER – Continued

14. Escheated Ponds

    A. The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Escheated Properties Potential Impacts May 10, 2018*, presented by Wes Moreno, Public Works Deputy Director, and Joy Jones, Public Works Director and County Engineer, and the C/W:

        (1) Was advised by Commissioner Barry that he would like to see escheated ponds in the Bristol Creek Subdivision, Treetop Terrace Lane AKA La Lar Lane, and Weatherwood West Phase II, maintained on a regular pond maintenance schedule;

        (2) Was informed by Mr. Moreno that the Florida Department of Environmental Protection contacted the County about maintaining the Weatherwood pond, and while some of the ponds do not meet County standards, staff would like positive direction from the Board to allow them to perform maintenance on the ponds; and

        (3) Heard comments from the Commissioners supporting the maintenance of the escheated ponds; and

    B. Board Direction – None.

15. Grade Results Juvenile Justice and Incarcerated Education

    This item was dropped from the agenda.

16. Status of Results of the Recent Fire Services Investigation into Sexual Harassment and Changes that Have Been Implemented

    This item was dropped from the agenda.

AGENDA NUMBER – Continued

17. BioMedical Waste

A. The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *BioMedical Waste Procession*, presented by Patrick Johnson, Waste Services Director, and the C/W:

(1) Was informed by Mr. Johnson that:

(a) In December of 2017, Escambia County received an application for a facility to process/treat BioMedical Waste, the first application submitted in Escambia County;

(b) Escambia County's Solid Waste Ordinance requires permitting of a waste processing facility, and, prior to facility start up, the County Administrator must approve or deny a solid waste permit;

(c) Specific conditions could be required prior to approval and the permitting is predicated on Board approval of conditional use, so this item will come before the Board in a regular meeting;

(d) If the permit is denied by the County Administrator, the applicant may reapply or appeal to the Board;

(e) Additionally, prior to commencing operations, the facility operator must obtain a BioMed Waste permit, a Storage permit, and a Treatment permit from the Department of Health (DOH).

(f) DOH inspects the facility annually and the facility operator is required to permit the operation annually;

(Continued on Page 20)

AGENDA NUMBER – Continued

17. Continued…

A. Continued…

(1) Continued…

(g) Additional aspects of the facility and the method for handling them include:

| Air emissions | Water emissions | Odor | Storage |
|---|---|---|---|
| Per DOH, steam is disinfected and emitted during the treatment process<br><br>There are no provisions in state law which require emissions testing | Water generated from the treatment process is typically disposed of via sanitary sewer system | Odor is typically generated inside of the treatment facility versus outside<br><br>DOH is the regulating authority to address odor complaints | Based on operating plan and proposed volume, storage requirement is minimal |

(h) Per the Florida Department of Environmental Protection, treated BioMedical Waste is not prohibited from disposal in a permitted Class-I landfill and if accepted for disposal at the Perdido landfill, it would be considered “special waste” and require scheduling, excavation, and cover at the time of delivery;

(i) The process and treatment being proposed is standard procedure in the medical waste industry, currently there are 15 such facilities operating in Florida, and similar treatment equipment is currently operating in Miami with satisfactory DOH inspection reports; and

(j) Per Development Services, the existing zoning designation appears appropriate, but potential does exists for employees and the general public to visibly be exposed to treated BioMedical waste; and

(2) Was advised by the Commissioner Bergosh and Commissioner Robinson that they defer to Mr. Johnson on whether there are objections to having the waste disposed of in Escambia County;

(Continued on Page 21)

17. Continued…

    A. Continued…

        (3) Was informed by Mr. Johnson that the material can be safely handled, but that there is an issue of public perception, which he thinks can be overcome;

        (4) Was advised by Commissioner Underhill that he is supportive of the facility; and

        (5) Was advised by Commissioner May that he would like to know whether the waste material has to come to the local landfill; and

    B. Board Direction – None.

        Speaker(s):

        Joseph Kappil

18. Private Road Municipal Services Benefit Unit (MSBU)

    A. The C/W was briefed by Commissioner Barry on a pilot project that he would like to bring to a future Board meeting, and the C/W:

        (1) Was advised by Commissioner Barry that he would like the Board to consider establishing private road MSBUs in certain circumstances where citizens would be responsible for establishing the job scope and procurement, and the life of the MSBU would not exceed the expected life of the infrastructure; the County would pay the vendor/contractor and the citizen would repay, through the MSBU, every dollar the County spends; and

        (2) Heard supportive comments from each Commissioner; and

    B. Board Direction – None.

19. Adjourn

    Chairman Bergosh declared the C/W Workshop adjourned at 11:52 a.m.

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD MAY 17, 2018
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:06 a.m. – 10:26 a.m.)

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Lorraine Hudson, Manager, Treasury/Payroll, Clerk and Comptroller's Office
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Grover C. Robinson IV, District 4
Commissioner Douglas B. Underhill, District 2

1. FOR INFORMATION: The agenda for the May 17, 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 the 5:36 p.m. Public Hearing;

   B. Lorraine Hudson, Manager, Treasury/Payroll, Clerk and Comptroller's Office, reviewed the Clerk's Report;

   C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;

   D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report and Jay Patel, Pensacola Arena Development Partners, spoke regarding Item III-7;

   E. Alison Rogers, County Attorney, reviewed the County Attorney's Report;

   F. Commissioner Barry reviewed his add-on items; and

   G. Commissioner May reviewed his add-on items.

MINUTES OF THE PUBLIC WORK SESSION AND REGULAR MEETING OF THE
BOARD OF COUNTY COMMISSIONERS
HELD MAY 17, 2018
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(4:32 p.m. – 10:55 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
Lorraine Hudson, Manager, Treasury/Payroll, Clerk and Comptroller's Office (Regular Board Meeting Only)
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 4:32 p.m.

1. FOR INFORMATION: The Board heard comments from Ajit Patel regarding his support of the Sports Facility proposal and the Beach Congestion Management Plan.

2. FOR INFORMATION: The Board heard comments from the following individuals concerning the privatization of Pensacola Beach and the request for this topic to be put on the Board's agenda:

   Lilly Eubanks
   Angie Dement
   Dianne Krumel
   Anita Feliciano

5:02 P.M. – PUBLIC FORUM ADJOURNED
5:31 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 5:31 p.m.

2. Invocation

   The Board observed a moment of silence.

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 Barry, seconded by Commissioner Underhill, and carried unanimously, adopting the agenda as prepared and duly amended.

5. Commissioner's Forum:

   A. District 2 – Commissioner Underhill discussed Armed Forces Appreciation Day, which will be held on May 19, 2018, at NAS Pensacola, and invited his fellow Board members to come out and celebrate;

   B. District 4 – Commissioner Robinson wished all mothers a Happy Mother's Day and advised that the Florida State expenditure plan Component 3 of the RESTORE Act was signed and sent to the Governor;

   C. District 5 – Commissioner Barry sent thoughts and prayers to the Troche family on the loss of their son, a County employee;

   D. District 3 – Commissioner May sent thoughts and prayers to the Troche family, mentioned working on preventative programs for gun violence, and sent condolences to the family of Warren Jernigan; and

   E. District 1 – Commissioner Bergosh expressed his sympathy to the Troche family.

REGULAR BCC AGENDA – Continued

6. Proclamations

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried unanimously, taking the following action regarding Proclamations:

A. Adopting the Proclamation proclaiming May 7 – 12, 2018, as "National Economic Development Week" and reminding individuals of the importance of this community celebration, which supports the expansion of career opportunities and improving quality of life;

B. Adopting the Proclamation proclaiming May 20 – 26, 2018, as "Emergency Medical Services Week" in Escambia County, reminding the community of the vital importance of the services provided by Escambia County Emergency Medical Services, and encouraging all citizens to honor the "Everyday Heroes" dedicated to emergency medical care; and

C. Ratifying the Proclamation dated May 4, 2018, proclaiming Saturday, May 5, 2018, as "Rosamond Johnson Beach Day" in Escambia County, in honor and memory of Private Rosamond Johnson, Jr., who made the ultimate sacrifice for our freedom.

7. Proof of Publication

Motion made by Commissioner Barry, seconded by Commissioner Underhill, 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 six Public Hearings on the agenda:

(1) The 5:31 p.m. Public Hearing, advertised in the *Pensacola News Journal* on April 26, 2018, for consideration of the Petition to Vacate a drainage easement located between 12980 and 12990 Ogden Drive, on the Board's own motion;

(2) The 5:32 p.m. Public Hearing, advertised in the *Escambia Sun Press* on April 26, 2018, for consideration of the vacation of a portion of an alleyway in Block 48, Figland Park Subdivision;

(Continued on Page 4)

REGULAR BCC AGENDA – Continued

7. Continued…

   A. Continued…

      (3) The 5:33 p.m. Public Hearing, advertised in the *Pensacola News Journal* on April 27, 2018, for consideration of adopting a Resolution to amend the Atwood Redevelopment Area boundaries;

      (4) The 5:34 p.m. Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing, advertised in the *Pensacola News Journal* on May 3, 2018, for consideration of authorizing the issuance, by the Palm Beach County Health Facilities Authority, of not-to-exceed $55,000,000 in Retirement Communities Revenue Bonds;

      (5) The 5:35 p.m. Public Hearing, advertised in the *Pensacola News Journal* on May 6, 2018, for consideration of adopting an Ordinance relating to alcoholic beverages in public areas on Pensacola Beach, to extend the sunset provision; and

      (6) The 5:45 p.m. Public Hearing, advertised in the *Pensacola News Journal* on April 16, 2018, concerning the review of an Ordinance amending LDC Chapter 3, regarding HC/LI uses; and

   B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule May 14 – May 18, 2018,* as published in the *Pensacola News Journal* on May 12, 2018.

8. 5:31 p.m. Public Hearing

   Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, taking the following action concerning the Petition to Vacate a drainage easement located between 12980 and 12990 Ogden Drive, on the Board's own motion:

   A. Approving the vacation of a drainage easement located between 12980 and 12990 Ogden Drive, on the Board's own motion;

   B. Adopting the Resolution [R2018-42] to Vacate; and

(Continued on Page 5)

REGULAR BCC AGENDA – Continued

8. Continued…

   C. 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 or Vice Chairman to execute them at that time.

   Speaker(s):

   Ted Borowski

9. 5:32 p.m. Public Hearing

   Motion made by Commissioner May, seconded by Commissioner Barry, and carried unanimously, taking the following action regarding a Petition to Vacate a portion of an alleyway in Block 48, Figland Park Subdivision:

   A. Approving the vacation of a portion of an alleyway (20 feet x 100 feet) in Block 48, Figland Park Subdivision, as petitioned by Roy and Patricia Wade;

   B. Accepting the Hold Harmless Agreement;

   C. Adopting the Resolution [R2018-43] 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 or Vice Chairman to execute them at that time.

   Speaker(s):

   Patricia Wade

REGULAR BCC AGENDA – Continued

10. 5:33 p.m. Public Hearing

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, taking the following action concerning adoption of a Resolution to amend the Atwood Redevelopment Area boundaries:

A. Adopting a Resolution [R2018-44] of the Board of County Commissioners of Escambia County, Florida, pursuant to Part III, Chapter 163, Florida Statutes, amending the Atwood Redevelopment Area Plan as to boundaries only; providing for authority; providing findings and determinations; providing for severability; providing for an effective date; and

B. Authorizing the Chairman to execute the Resolution.

Speaker(s) – None.

11. 5:34 p.m. TEFRA (Tax Equity and Fiscal Responsibility Act) Public Hearing

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, taking the following action concerning the issuance, by the Palm Beach County Health Facilities Authority (the "Issuer"), of not-to-exceed $55,000,000 in Retirement Communities Revenue Bonds (the "Bonds"), on behalf of ACTS Retirement-Life Communities, Inc., a Pennsylvania nonprofit corporation (or one of its affiliates, the "Borrower") to pay the costs of (i) the current refunding, refinancing and/or restructuring of all or a portion of a certain revolving line of credit issued by Bank of America, N.A., to the Borrower; (ii) financing or refinancing (including through reimbursement) the costs of the acquisition, construction, equipping and improvement of existing and additional facilities at four properties of the Borrower located within the State of Florida, including Azalea Trace, a property located in Escambia County (the "County") (the "Azalea Trace Property"); (iii) the funding of any reserve funds; (iv) the funding of any capitalized interest; and (v) the financing of some or all of the costs of issuance (collectively, the "Project"); the Bonds will not be issued by the County nor obligate the credit of the County or pose any obligation or liability for the County:

A. Conducting the TEFRA Public Hearing; and

(Continued on Page 7)

REGULAR BCC AGENDA – Continued

11. Continued…

    B. Adopting, and authorizing the Chairman to execute, the Resolution [R2018-45] approving the issuance of the Bonds upon the terms established therein, and to execute the Interlocal Agreement approved in accordance therewith.

    Speaker(s):

    Susan Ahern

12. 5:35 p.m. Public Hearing

    Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and failed 2-3, with Commissioner May, Commissioner Bergosh, and Commissioner Barry voting "no," concerning the recommendation to adopt an Ordinance amending Volume 1, Chapter 6, Article I, Section 6-4(f), of the Escambia County Code of Ordinances, relating to prohibiting the consumption of alcoholic beverages or the possession of alcoholic beverages in an open container on or upon public areas in the commercial district of Pensacola Beach, to extend the sunset provision.

    Speaker(s):

| | |
|---|---|
| Bill Fetke | Joe McCay |
| Marilyn Hess | Joe Farley |
| Barbara Mayall | Michael Hope |
| Ian Folakan | Mike Nixon |
| Gina Dudley | Robert Rinke |
| Terry Strickland | Julian MacQueen |
| Rusty Branch | Boyce White |
| Mike Pinzone | Kim Logar |
| Hillary Hyler | Chris Dennis |
| Samantha Arguello | Sydney Melanson |
| Beverly McCay | Sean Bullington |

REGULAR BCC AGENDA – Continued

13. 5:36 p.m. Public Hearing

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried unanimously, continuing the 5:36 p.m. Public Hearing to June 21, 2018, at 5:32 p.m., regarding a Petition to Vacate a portion of unimproved right-of-way known as Grotto Avenue, as petitioned by George D. Powers.

Speaker(s) – None.

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 Underhill, seconded by Commissioner Robinson, and carried unanimously, approving Consent Agenda Items 1 and 2, as follows:

1. Accepting, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office:

   A. The Escambia County Health Facilities Authority Pensacola, Florida Financial Statements September 30, 2017 and 2016, as provided by Paula G. Drummond, Administrator/General Counsel, Escambia County Health Facilities Authority;

   B. The Modification to Subgrant Agreement between the Division of Emergency Management and Escambia County for Contract Number 16NF-00-01-27-01-453, Project Number 4177-09-R, based on the Board's action of June 16, 2016, authorizing the Chairman to sign the Subgrant Agreements and any subsequent grant-related documents;

   C. The Release of Lease Agreement No. 4269 with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, approved by the Board on March 2, 2017; and

   D. Closing documents for sale of surplus properties located at 16504, 16506, and 16507 North Shore Lane to Robert and Laurie Santana, based on the Board's action of May 4, 2017, approving the sale of 21 parcels of the Board's real property located on Innerarity Island.

CLERK & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1&2. Approval of Two Consent Agenda Items - Continued

2. Taking the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

A. Accepting, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 3, 2018; and

B. Approving the Minutes of the Regular Board Meeting held May 3, 2018.

GROWTH MANAGEMENT REPORT – Horace Jones, Director, Development Services Department

I. PUBLIC HEARINGS

1. 5:45 p.m. Public Hearing

Motion made by Commissioner May, seconded by Commissioner Barry, and carried unanimously, reviewing an Ordinance amending the Land Development Code (LDC), Chapter 3, the HC/LI mainland zoning district, to modify district limits on new residential uses outside of the Industrial FLU (Future Land Use), reduce single-family dwelling structure setbacks, and allow microbreweries and like facilities regardless of prior zoning; this hearing serves as the first of two public hearings.

Speaker(s) – None.

GROWTH MANAGEMENT REPORT – Continued

II. ACTION ITEMS

1. Recording of Antietam Phase 1

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, taking the following action concerning recording of Antietam Phase 1, a Planned Unit Development (PUD) of a multi-phase subdivision (a 61-lot private residential subdivision), located in the Beulah Community, lying north of West Nine Mile Road (U.S. Highway 90) and west of and connected to Tower Ridge Road, owned and developed by Antietam (FL) 2015, 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;

B. Approving the street names “Dunker Drive” and “Burnside Loop”; and

C. Authorizing the Chairman or Vice Chairman to execute a Conservation Easement.

2. Recording of Covington

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning recording of Covington (a 30-lot residential subdivision), located in the Beulah Community and lying off of and north of Mobile Highway (U.S. Highway 90) and west of Beulah Road (County Road 99), owned and developed by Covington Developers Inc.; 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;

B. Approving the street name “Covington Circle”;

(Continued on Page 11)

GROWTH MANAGEMENT REPORT – Continued

II. ACTION ITEMS – Continued

2. Continued…

C. Accepting all public easements, pond, and drainage improvements within public easements, as depicted upon the Final Plat, for permanent County maintenance; the cost of maintenance is to be funded through the establishment of a storm water management Municipal Services Benefit Unit (MSBU); and

D. Authorizing the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement for Streets and Drainage Improvements Without Surety/Financial Security.

III. CONSENT AGENDA

1. Scheduling of a Public Hearing

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, authorizing the scheduling of a Public Hearing for June 7, 2018, at 5:48 p.m.; HC/LI Residential and Industrial Use Changes Ordinance (second of two public hearings) (*Summary: LDC* [*Land Development Code] amendment to reduce HC/LI limits on residential uses, and to remove HC/LI prior-zoning limits on microbreweries and like uses*).

COUNTY ADMINISTRATOR'S REPORT – Jack R. Brown, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1-16. Approval of Various Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, approving Consent Agenda Items 1 through 15, as follows, with the exception of Item 15, which was held for a separate vote:

1. Adopting the Resolution [R2018-46] approving the plan of finance therein described and the issuance and sale of not-exceeding $5,500,000 multi-family housing revenue bonds (the “Bonds”) by the Escambia County Housing Finance Authority (the “Authority”), to be used to finance or refinance the Affordable Housing Project located in Madison County, Florida.

2. Accepting, for filing with the Board's Minutes, the March 15, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

3. Accepting, for filing with the Board's Minutes, the April 17, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

4. Approving, and authorizing the Chairman to sign, the following [documents]:

   A. Amendment No. 1 to the Memorandum of Understanding (MOU) between Workforce Escarosa, Inc. d/b/a CareerSource Escarosa and the Florida Department of Education, Division of Vocational Rehabilitation; and

   B. Attachment 1 to the Memorandum of Understanding (the Infrastructure Funding Agreement [IFA]) between the same parties.

   The Amendment changes the MOU renewal terms from renewal for an additional three-year term to renewal for successive one-year terms. The Amendment also incorporates the IFA as Attachment 1 to the MOU.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-16. Approval of Various Consent Agenda Items - Continued

5. Approving the appointment of Donald James Alveshere, Area Director, Division of Vocational Rehabilitation, to the CareerSource Escarosa Board of Directors, to fill the vacancy left by Tawana Gilbert, Area Supervisor, Vocational Rehabilitation; the Workforce Investment and Opportunity Act (WIOA) authorizes a representative from Vocational Rehabilitation to sit on the regional workforce board; Mr. Alveshere will complete the unexpired term of Ms. Gilbert that will end on January 17, 2021.

6. Approving the request of Michael Hall Promotions to allow the consumption of alcohol during the Blues Concert at the Fall Blues Festival, to be held in the Brownsville Community Center on Saturday, November 3, 2018.

7. Approving the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance for a 15-minute Fireworks Event between 9:00 p.m. and 10:00 p.m., to be held at the Five Flags Speedway located on Pine Forest Road directly after the races, with the fireworks display presented by Pyro Shows, Inc., on Friday, June 22, 2018.

8. Approving 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 for Second Baptist Church, to be held at Portofino Pier on Pensacola Beach, on June 13, 2018, from 9:45 p.m. to 10:00 p.m.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-16. Approval of Various Consent Agenda Items - Continued

9. Taking the following action concerning the Memorandum of Agreement between the United States Coast Guard and Escambia County Public Safety Department:

   A. Approving the Memorandum of Agreement to establish the terms and conditions under which Escambia County, through the Communications Division of the Department of Public Safety, and the United States Coast Guard, that will define the National Interoperability Field [Operations] Guide (NIFOG) radio channels and Incident Command Procedure that will be used during a joint mission; and

   B. Authorizing Department Director, Michael D. Weaver, to execute the Agreement on behalf of the County.

10. Taking the following action regarding the acquisition of hazmat fire equipment from Ocean City-Wright Fire Control District and Okaloosa County Fire Rescue:

    A. Authorizing the transfer of the hazmat equipment listed on the State of Florida Property Action Form to be transferred to Escambia County Fire Rescue; and

    B. Authorizing Michael D. Weaver, Escambia County Public Safety Director, to execute the documents necessary to complete the acquisition of this property.

    The County Attorney asks that the Board please note this agreement contains an indemnity provision that is not favorable for the County. However, the State of Florida requires the County to agree to this provision to participate in this program.

11. Approving the two Request for Disposition of Property Forms for the Public Safety Department, for property which is described and listed on the Forms, with reason for disposition stated; the listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-16. Approval of Various Consent Agenda Items - Continued

12. Taking the following action concerning the Termination for Convenience notification from Escambia County (Alabama) Healthcare Authority:

    A. Approving the Termination for Convenience; and

    B. Authorizing a waiver of the 30-day notification and make it [the Termination of Convenience] effective May 14, 2018; written notification was received from the Escambia County (Alabama) Healthcare Authority on May 1, 2018, stating they had obtained an EMS provider that would begin service to their area on May 14, 2018.

13. Approving the Request for Disposition of Property Form for the Court Administration Office, for property that has far exceeded the manufacturer's warranty and is past its end of life; some equipment is not operational and is now no longer of use to the department.

14. Taking the following action concerning acceptance, via donation, of three parcels of real property, located on Hollywood Avenue, Godwin Lane, and Massachusetts Avenue:

    A. Approving, and authorizing the Chairman to sign, the Donation Agreement between Preferred Materials, Inc., and Escambia County;

    B. Accepting the donation of the following parcels, via Limited Warranty Deeds:

| **Property Reference Number** | **Address** | **Acreage** |
|---|---|---|
| 09-2S-30-0101-001-001 | Hollywood Avenue | 13.27 |
| 25-1S-31-3306-000-000 | Godwin Lane | 17.01 |
| 12-2S-30-7001-000-000 | Massachusetts Avenue | 28.16 |

    C. Authorizing the County Administrator to execute an IRS Form 8283 and a gift substantiation letter, subject to Legal sign-off; and

    D. Authorizing the Chairman or Vice Chairman to accept and execute the Limited Warranty Deeds and all other documents as necessary to complete the transaction, as of the day of delivery of the Deeds to the Chairman or Vice Chairman, and authorizing the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-16. Approval of Various Consent Agenda Items - Continued

15. See Below.

16. Approving, and authorizing the Chairman to sign, a letter in support of the State of Florida Division of Economic Opportunity (DEO) Project Fisher Recertification regarding the updated schedule proposal.

15. Interlocal Agreement with ECUA

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, approving, and authorizing the Chairman to sign, the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority (ECUA) relating to a Sanitary Sewer System Improvement Project on Innerarity Island (Funding: funds for design and Construction and Engineering Inspection [CEI] are available in Fund 352, LOST [Local Option Sales Tax] III – IIDC Water and Sewer Project, Cost Center 110211, Object Code 56301, Project #16PF3502; funds for construction are available via the MSBU [Municipal Services Benefit Unit] Ordinance, and initial project costs will be provided through an inter-fund loan from LOST to the MSBU fund and reimbursed from assessments).

II. BUDGET/FINANCE CONSENT AGENDA

1-28. Approval of Various Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, approving Consent Agenda Items 1 through 28, as follows, with the exception of Items 14, 15, and 16, which were held for separate votes, as amended to drop Items 23 and 24:

1. Approving the extension to the Agreement Between the Escambia County Board of County Commissioners and Dennis Keith Cole for the Management of the Lake Stone Campground Facility, extending the existing Contract for an additional year, effective June 1, 2018 (Funding Source: Fund 001, General Fund, Lake Stone, Cost Center 350204).

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items - Continued

2. Ratifying the following May 17, 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 Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following five Residential Rehab Grant Program Funding and Lien Agreements:

(1) The Agreements between Escambia County CRA and Elizabeth B. Barton, owner of residential property located at 407 Labree Road, Redevelopment District, each in the amount of $2,195, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

(2) The Agreements between Escambia County CRA and James R. and Gertrudes A. Pence, owners of residential property located at 1223 Poppy Avenue, Barrancas Redevelopment District, each in the amount of $2,600, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

(3) The Agreements between Escambia County CRA and Clint A. and Emily P. Harris, owners of residential property located at 55 Druid Drive, Warrington Redevelopment District, each in the amount of $1,625, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

(4) The Agreements between Escambia County CRA and Juanita Williams, owner of residential property located at 1125 Medford Drive, Palafox Redevelopment District, each in the amount of $2,530, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, to replace roof; and

(Continued on Page 18)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items – Continued

2. Continued…

A. Continued…

(5) The Agreements between Escambia County CRA and Joel D. Harris, owner of residential property located at 224 Sunset Avenue, Warrington Redevelopment District, each in the amount of $5,994, 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.

3. Approving, and authorizing the County Administrator to execute, the following Change Order Number 1 to Blue Arbor, Inc., adding funds for Contractual Services, Community Center Workers:

| | |
|---|---|
| Department: | Neighborhood & Human Services |
| Division: | Community Centers |
| Type: | Addition |
| Amount: | $4,233.23 |
| Vendor: | Blue Arbor, Inc. |
| Project: | 14CA2868 |
| Contract: | PD 14-15.041 |
| Purchase Order (PO) Number: | 170844 |
| Change Order Number: | 1 |
| Original Amount: | $48,000 |
| New PO Total: | $52,233.23 |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items – Continued

4. Taking the following action regarding the purchase of the demo tools for the Public Safety Department, Fire Rescue Division (Funding Source: Fund 352, LOST [Local Option Sales Tax] III Funds, Cost Center 330228, Fire Services Capital Projects):

   A. Authorizing the County to purchase the demo tools, to include two ATT 6.5 Nexus, two S-100-28 spreaders, two SLC-29- cutters, two TLS-40 telescoping rams, four EXTH-30 hoses red/blue, one dual battery cutter, one dual battery spreader, eight AH M28 batteries, and three bank battery chargers;

   B. Authorizing the issuance of a Purchase Order to Rescue Resource, Inc. (Vendor #410469), in the amount of $45,676; and

   C. Approving the four Request for Disposition of Property Forms, allowing the Public Safety Department to trade in two sets of Amkus rescue tools, one hose reel, and one set of TNT rescue tools toward the purchase of the demo tools.

5. 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. Rescinding the Board's prior action on March 15, 2018, approving, and authorizing the County Administrator to sign, 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;

   B. Approving the Agreement for Employment as Interim Public Safety Medical Director for Escambia County, Florida, with a start date of February 16, 2018, and continue for a term of three months, with an optional month-to-month extension for up to three additional months; and

   C. Authorizing the County Administrator to sign the Agreement.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items – Continued

6. Approving the issuance of, and authorizing the County Administrator to sign, a Blanket Purchase Order, in excess of $50,000, for the annual maintenance of all AED's (Automated External Defibrillator) purchased on behalf of the Public Safety Department's Emergency Medical Service (EMS) Division, per the following (Funding Source: Fund 408, EMS Fund, Cost Center 330302, Emergency Medical Services):

| **Vendor/Contractor** | **Amount** | **Contract Number** |
|---|---|---|
| Physio-Control, Inc.<br>Vendor Number: 164035<br>Repair and Maintenance | | |
| Fund: 408 (EMS Fund)<br>Cost Center: 330302<br>Amount: $55,566 | $55,566 | Blanket Purchase Order |

7. Approving the utilization of the second of two possible one-year extensions provided for under Section 2 of PD 13-14.048, the Agreement for Escambia County Correctional Department Uniforms (Funding: Fund 001, General Fund; Cost Center 290401 and Fund 175, Transportation Trust Fund; Cost Center 290202).

8. Approving the utilization of the second of three possible one-year extensions provided for under Section 2 of PD 13-14.044, Agreement for Commissary Services for the Escambia County Road Prison (Funding: this is a revenue generating agreement benefiting the Road Prison's Commissary Trust revenue account; Fund 175, Account 342301).

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items – Continued

9. Approving the utilization of the second of two possible one-year extensions, provided for under Section 2 of the following Agreements covered by PD 13-14.046 (Funding: Fund 001, General Fund; Cost Center 290401 and Fund 111 Detention/Jail Commissary; Cost Center 290406):

   A. Agreement for Laundry and Cleaning Supplies, PD 13-14.046, between Bob Barker Company and Escambia County, Florida; and

   B. Agreement for Laundry and Cleaning Supplies, PD 13-14.046, between Charles Neely Corporation-PR Chemical & Paper Supply and Escambia County, Florida.

10. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Site and Utility, LLC, per the terms and conditions of PD 17-18.038, Mayfair/Algiers Drainage Rehabilitation Phase 3 & 4, in the amount of $318,251.50 (Funding: Fund 352, LOST [Local Option Sales Tax] III, Cost Center 210107, Object Code 56301, Project Number 16EN3542).

11. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and J. Miller Construction Inc., per the terms and conditions of PD 17-18.050, Re-Solicit 4-H Multipurpose Livestock Facility, for a lump sum of $103,398.40 (Funding: Fund 352, LOST [Local Option Sales Tax] III; Cost Center 110267, Public Facilities and Project Lost III; Object Code 56201, Buildings).

12. Approving, and authorizing the County Administrator to sign, the Purchase Order from Escambia County, Florida, to Dell Marketing L.P., per the terms and conditions of PD 17-18.046, West Florida Public Library Computer Replacement Project, for a lump sum of $109,570 (Funding: Fund 113, Capital; Cost Center 110503, Information Systems; Object Code 56401, Machinery & Equipment - $31,450; and Fund 113, Operating Supplies; Cost Center 110503, Information Systems; Object Code 56401, Machinery and Equipment - $78,120).

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items – Continued

13. Adopting, and authorizing the Chairman to sign, the Resolution [R2018-47] approving and authorizing the Chairman to sign the Joint Participation Agreement (JPA) between the State of Florida Department of Transportation (FDOT) and Escambia County - FPN 438150-1-58-01 - Traffic Signal Video Detection Equipment (Funding: FDOT agrees to reimburse the County for the actual costs of the project in an amount up to, but not to exceed, $225,748; funding is available in Fund 352, LOST [Local Option Sales Tax] III, Cost Center 210107, Object Code 56301, Project 11EN1028, ITS Application, $226K available; Public Works - ITS to cover costs until reimbursed by FDOT).

14. See Page 28.

15. See Page 29.

16. See Page 30.

17. Approving, and authorizing the County Administrator to execute, the following Change Order (CO) to Roads, Inc. of NWF, in the amount of $185,162.49, on Contract PD 16-17.010, for the Muscogee Road (County Road 297A and U.S. 29) Widening and Drainage Improvement Project (Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107, Object Code 56301, Project #16EN3535):

| | |
|---|---|
| Department: | Public Works |
| Division: | Engineering/Infrastructure Division |
| Type: | Addition |
| Amount: | $185,162.49 |
| Vendor: | Roads, Inc. of NWF |
| Project Name: | Muscogee Road (County Road 297A and U.S. 29) Widening and Drainage Improvement Project |
| Contract: | PD 16-17.010 |
| Purchase Order Number: | 171017 |
| CO Number: | 4 |
| Original Contract Award: | $1,790,010.68 |
| Cumulative Amount of Change Orders Through this CO: | $250,038.40 |
| New Contract Amount: | $2,040,049.08 |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items – Continued

18. Adopting the Resolution [R2018-49] approving Supplemental Budget Amendment #086, Disaster Recovery Fund (112), in the amount of $641,727, to recognize the State of Florida, Division of Emergency Management Flood Mitigation Assistance (FMA) Grant Program Project funds, to retrofit the three single-family residences of Stein, Dike and Wiles, and to reduce and/or mitigate the damage that might otherwise occur from flooding, severe weather, or other hazards.

19. Adopting the Resolution [R2018-50] approving Supplemental Budget Amendment #100, General Fund (001) and Local Option Sales Tax III (LOST) Fund (352), in the amount of $141,311, to recognize the Sheriff's off-duty officer, investigative costs, insurance proceeds, auto repairs, firing range and miscellaneous reimbursements/fees ($42,231), and the proceeds from the sale/auction of older, high mileage vehicles that were purchased with LOST ($99,080), and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses and the LOST portion back into LOST Project 08SH0018 for future vehicle/equipment purchases.

20. Adopting the Resolution [R2018-51] approving Supplemental Budget Amendment #103, Other Grants and Projects Fund (110), in the amount of $200,000, to recognize proceeds from Enterprise Florida and to appropriate these funds for the Airfield Influence Planning Districts (AIPDs) Density Reduction; this project will continue to facilitate the retention of local military installations, specifically Naval Air Station (NAS) Pensacola, by mitigating incompatible land uses through land acquisition; no matching funds are required.

21. Adopting the Resolution [R2018-52] approving Supplemental Budget Amendment #108, Disaster Recovery Fund (112), in the amount of $1,181,252, to recognize the two State of Florida, Division of Emergency Management Flood Mitigation Assistance (FMA) Grant Program Projects funds, for acquisition and demolition of the properties of Ketcham, Loggins, and Cames, and to retrofit the three single-family residences of Watson, Konz, and Hamilton, and to reduce and/or mitigate the damage that might otherwise occur from flooding, severe weather, or other hazards.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items – Continued

22. Adopting the Resolution [R2018-53] approving Supplemental Budget Amendment #109, Other Grants and Projects Fund (110), in the amount of $25,500 to recognize additional Grant proceeds for Grant Agreements 15104 and 13225 from the Florida Fish and Wildlife Conservation Commission (FWC) for the Ex-Oriskany PCB [polychlorinated biphenyl] Artificial Reef Monitoring Project; these Grant funds will be used for contaminant testing and fish tissue sampling activities at the Ex-Oriskany reef site.

23. Dropping the recommendation that the Board take the following action concerning Supplemental Budget Amendment #111:

    A. Adopt the Resolution approving Supplemental Budget Amendment #111, Other Grants and Projects Fund (110) in the amount of $6,792, to recognize direct supplemental funding from the State of Florida Department of Health Division of Emergency Preparedness and Community Support, and to appropriate these funds for the Florida Enhanced State Opioid-Involved Overdose Surveillance (FL-ESOOS) Program; the District 1 Medical Examiner will be responsible for providing increased comprehensive and specialized toxicology testing and reporting their findings back to the Florida Department of Health; the State will reimburse the County for the testing provided through the Medical Examiner's Office; and

    B. Approve the issuance of the necessary Purchase Order to the District 1 Medical Examiner's Office based upon the Scope of Work (SOW) provided by the Florida Department of Health.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items – Continued

24. Dropping the recommendation that the Board take the following action concerning default on the purchase of two County-owned real properties located at 13 Elegans Avenue (Account Number: 08-4039-000, Reference Number: 59-2S-30-1000-010-017) and 200 Block Seamarge Lane (Account Number: 08-4370-000, Reference Number: 59-2S-30-2700-003-038); both parcels are located in District 2:

    A. Declare James D. Homyak, the successful bidder of both parcels referenced above, to be in default of the terms of the Contracts between him and the County for the purchase of the County-owned parcels located at 13 Elegans Avenue and 200 Block Seamarge Lane for failure to close in the timeframe prescribed by the terms of the Contracts;

    B. Retain the deposits made by Mr. Homyak, in the amount of $1,282.50, for the parcel located at 13 Elegans Avenue, and $1,010 for the parcel located at 200 Block Seamarge Lane; and

    C. Authorize the parcels to be re-advertised for sale at another auction.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items – Continued

25. Amending the Board's action of October 5, 2017, CAR II-13, Item "I", General Paving and Drainage Contract, Paving and Drainage Projects, as follows:

| | **Vendor/Contractor** | **Amount** | **Contract Number** |
|---|---|---|---|
| I. | General Paving and Drainage Contract<br>Paving and Drainage Projects<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230306 (Recycling)<br>Cost Center: 230307 (Transfer Station)<br>Cost Center: 230308 (Gas to Energy)<br>Cost Center: 230309 (Closed Landfills)<br>Cost Center: 230314 (Operations)<br>Cost Center: 230315 (Projects)<br>Cost Center: 230316 (Saufley Field)<br><br>(1) Panhandle Grading & Paving, Inc. - Vendor No. 160114<br>(2) Roads, Inc. of NWF - Vendor No. 182328<br>(3) Midsouth Paving, Inc. - Vendor No. 133305<br>(4) Utility Service Company, Inc. - Vendor No. 211593<br>(5) Gulf Atlantic Constructors, Inc. - Vendor No. 843895<br>(6) Allsouth Construction Services, LLC - Vendor No. 420550<br>(7) Chavers Construction - Vendor No. 032335<br>(8) J. Miller Construction, Inc. - Vendor No. 133404<br>~~(9) Infrastructure Specialty Services, Inc. - Vendor No. 420809~~<br>(9) B & W Utilities, Inc. - Vendor No. 420661<br>(10) Gulf Marine Construction, Inc. - Vendor No. 072896<br>(11) Heaton Brothers Construction Company, Inc. - Vendor No. 081314<br>(12) Principle Properties, Inc. - Vendor No. 420785<br>(13) Site and Utility, LLC - Vendor No. 420683 | $350,000 | ~~PD 14-15.064~~<br>~~BCC 9-22-16~~<br>PD 16-17.081<br>BCC 11-30-17 |
| | | | |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items – Continued

26. Taking the following action concerning the First Amendment to the Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida, between the First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners regarding the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility (Funding: this Agreement is a Revenue Agreement related to Fund 114, Misdemeanor Probation, Revenue Account 349003):

    A. Approving the First Amendment to the Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida; this amendment increases the funding for the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility from $18,000 to $21,600; this funding is provided by the First Judicial Circuit Court Administration; and

    B. Authorizing the Chairman to sign the Amendment.

27. Approving, and authorizing the Chairman to sign, the second renewal of Contract #CST17 between Escambia County and the Florida Department of Revenue (DOR), for reimbursements related to Title IV-D Child Support Enforcement actions, including service of process and execution of writs for child support enforcement orders issued by DOR, from July 1, 2018, through June 30, 2019; this renewal will continue to allow the County to collect 66% of the unit rate for each service of process and each writ.

28. Taking the following action concerning the Joint Land Use Study – Grant Application:

    A. Allowing staff to pursue a Grant from the Federal Office of Economic Adjustment for conducting a Joint Land Use Study, in cooperation with the U.S. Navy; and

    B. Appointing the County Administrator to act as the community Authorizing Official.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Acceptance of Perpetual Sidewalk Donation

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, taking the following action, as amended to add the language “subject to Legal sign-off” to Item D, concerning the acceptance of the donation of a 5' Perpetual Sidewalk Easement along property owned by Beach to Bay, LLC, for the Pensacola Beach Boulevard Access Road Project (Funding: funds for incidental expenses associated with recording of documents are available in Engineering Escrow Account accessed by the Escambia County Clerk's Office):

A. Accepting the donation of the 5' Perpetual Sidewalk Easement for the Pensacola Beach Boulevard Access Road Project from Beach to Bay, LLC;

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

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

D. Authorizing the Chairman or Vice Chairman to accept the Easement documents as of the day of delivery of the Easements, and for the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time, subject to Legal sign-off.

The County Attorney asks that the Board please note the language requires the County to hold harmless and indemnify the donor of the easement. This provision is not favorable to the County, but it was required by the donor as a condition of donating the easement.

Speaker(s):

Sean Bullington

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Florida Department of Transportation State-Funded Grant Agreement

Motion made by Commissioner May, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, taking the following action concerning the State of Florida Department of Transportation (FDOT) State-Funded Grant Agreement for County Road (CR) 184 (Muscogee Road) Phase IV-B Freight Corridor, FPN: 437039-4-54-01, for funding not to exceed $500,000, for the transportation improvements on CR 184 (Muscogee Road) Freight Corridor in Escambia County (Funding: a Supplemental Budget Amendment for the $500,000 will be prepared by the Office of Management and Budget to recognize the funding for the Agreement; the local participation amount of $77,500 is available in the LOST [Local Option Sales Tax] III fund account associated with CR 184 (Muscogee Road) Corridor Improvements and connecting roadway):

A. Adopting a Resolution [R2018-48] authorizing the Chairman to execute the Agreement;

B. Approving the State of Florida Department of Transportation (FDOT) State-Funded Grant Agreement for transportation improvements on CR 184 (Muscogee Road) Freight Corridor in Escambia County; and

C. Authorizing the Chairman to sign the Agreement, the Resolution, and any other documents related to this project, subject to Legal approval, without further action of the Board.

Speaker(s):

Sean Bullington

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Time and Materials Maintenance Contract Agreement PD 14-15.030

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, approving the annual allocation, in the amount of $177,294.16, plus an additional 10% ($17,729.42), for equipment repairs, for the Time and Materials Maintenance Contract Agreement, PD 14-15.030, for the Bob Sikes Bridge Toll System Upgrade Project, through July 7, 2019, to Transcore, LP (Funding: funds are available in Fund 167, “Bob Sikes Toll Facility,” Cost Center 140301, Object Codes 54601 and 53401).

Speaker(s):

Sean Bullington

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Special Event Permit Applications

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, approving the following individual "Special Event Permit Applications" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15-minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use); each of the noise waiver applications listed below coincides with an application for a fireworks exhibition for the 2018 seasonal fireworks displays, sponsored by Portofino and launched from a floating platform near the Portofino Pier on Pensacola Beach:

A. Application for May 27, 2018, 9:00 p.m. - 9:30 p.m.;
B. Application for June 1, 2018, 9:00 p.m. - 9:30 p.m.;
C. Application for June 8, 2018, 9:00 p.m. - 9:30 p.m.;
D. Application for June 14, 2018, 9:00 p.m. - 9:30 p.m.;
E. Application for June 22, 2018, 9:00 p.m. - 9:30 p.m.;
F. Application for June 29, 2018, 9:00 p.m. - 9:30 p.m.;
G. Application for July 4, 2018, 9:00 p.m. - 9:30 p.m.;
H. Application for July 13, 2018, 9:00 p.m. - 9:30 p.m.;
I. Application for July 20, 2018, 9:00 p.m. - 9:30 p.m.;
J. Application for July 27, 2018, 9:00 p.m. - 9:30 p.m.;
K. Application for August 3, 2018, 9:00 p.m. - 9:30 p.m.;
L. Application for August 10, 2018, 9:00 p.m. - 9:30 p.m.;
M. Application for September 2, 2018, 9:00 p.m. - 9:30 p.m.;
N. Application for October 27, 2018, 9:00 p.m. - 9:30 p.m.; and
O. Application for December 31, 2018, 11:59 p.m. - January 1, 2019, 12:30 a.m.

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Pensacola Beach Congestion Management Plan

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried 4-1, with Commissioner Barry voting "no," accepting the Santa Rosa Island Authority Board's action at its May 9, 2018, regular meeting to proceed with Phase III design through 100% construction plans concerning the Pensacola Beach Congestion Management Plan - Phase III Improvements - Roundabouts with Pedestrian Underpasses (Funding: LOST [Local Option Sales Tax] IV - Public Works Transportation Fund; $1,341,682.33 - $256,825.00 for Phase II - Additional Parking Areas, and $1,084,857.33 for Phase III Roundabouts with Pedestrian Underpasses; Phase III total - $1,084,857.33 - $179,575.85 [paid to date] = $905,281.48 [balance as of March 26, 2018]):

Speaker(s):

| | | |
|---|---|---|
| Clark Bailey | Rusty Branch | Joe McCay |
| Mike Warnke | Robert Rinke | Jim Cox |
| Charlie Rotenberry | Melissa Pino | Sean Bullington |
| Mike Nixon | Mike Pinzone | Amanda Donaldson |
| Marilyn Hess | Kelly Hogrebe | Peter Nemeth |
| Julian MacQueen | Joe Farley | |

For Information: The Board:

A. Viewed a PowerPoint presentation entitled *Pensacola Beach Congestion Management Plan*, presented by David Forte, and Clark Bailey and Mike Warnke from Volkert Engineering; and

B. Heard a request from Commissioner Robinson that staff "forward something to the Department of Transportation" regarding this Board action.

3. Summer Meal Service

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, granting approval for the West Florida Public Library System to operate the free USDA (United States Department of Agriculture) summer meal service for children in areas of Escambia County.

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

4. LET Funds

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, 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; 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):

A. Washington High School Quarterback Club, Inc., in the amount of $500;

B. American Cancer Society, in the amount of $5,000;

C. J.M. Tate High School FFA Foundation, Inc., in the amount of $7,500; and

D. Florida House Washington DC, Inc., in the amount of $5,000.

5. Scheduling Public Hearings

Motion made by Commissioner May, seconded by Commissioner Underhill, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, taking the following action regarding a Petition to Vacate a portion of "X" Street and a portion of West Strong Street:

A. Authorizing the scheduling of the 5:32-A Public Hearing for June 7, 2018, at 5:32 p.m., to consider the Petition to Vacate a portion of "X" Street, as petitioned by Brownsville Assembly of God Church;

B. Authorizing the scheduling of the 5:32-B Public Hearing for June 7, 2018, at 5:32 p.m., to consider the Petition to Vacate a portion of West Strong Street, as petitioned by Brownsville Assembly of God Church; and

C. Requiring the petitioners to notify all property owners within a 500-foot radius.

Speaker(s):

Michelle Moody

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

6. Acquisition of Real Property at 3012 Ashbury Lane

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, approving, in accordance with Section 46-139 of the Escambia County Code of Ordinances, and consistent with Federal Emergency Management Agency (FEMA) acquisition requirements, the following action regarding the acquisition of real property for the Bristol Park-Ashbury Hills Area Project (Funding Source: Fund 352, "LOST [Local Option Sales Tax] III," Cost Center 210120, Object Code 56101, Project #16EN3595):

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

| Property Owner | Property Address | Parcel Size | Purchase Price (averaged appraised value) |
|---|---|---|---|
| John D. and Sheryl Braun | 3012 Ashbury Lane | 2.42 acres | $475,000 |

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

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

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

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

7. PADP Group Unsolicited Proposal

The Board took no action regarding the recommendation that the Board take the following action concerning the review and approval of items related to the unsolicited proposal from the Pensacola Arena Development Partners [PADP] Group (Funding: Fund 108, Tourist Development Tax):

A. Approve the provided scope of service for an independent analysis of the proposed Pensacola Arena Development Partners Sports proposal and authorize staff to proceed with a Request for Proposal (RFP) to procure this independent analysis, to be paid from the Tourist Development Tax; and

B. Discuss the provided Interim Agreement between Escambia County, Florida, and Pensacola Arena Development Partners, LLC, with the following provisions:

(1) The County will perform an independent feasibility and financial analysis of the proposal;

(2) The Agreement stipulates that no Local Option Sales Tax dollars or General Fund dollars will be used to support the project;

(3) The Agreement authorizes PADP to perform due diligence and pre-development tasks, which can include, but not be limited to:

(a) Engineering and architectural services, including preliminary drawings, design documents, and schematics;

(b) Site assessments, including appraisals, title searches, environmental studies, boundary/topographic surveys, and soil borings; and

(c) Transportation and landscape architecture; and

(4) In the event the County terminates this Agreement without cause, the County agrees to reimburse PADP for these pre-development expenses up to a maximum of $50,000; and

(Continued on Page 36)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

7. Continued…

B. Continued…

(5) If any of the following events occur, the County may terminate this Agreement without payment of pre-development costs or penalty:

(a) Unreasonable delay or default by PDAP in the performance of its obligations contained in the Agreement;

(b) The County's independent study concludes that the project is not practically or financially feasible, or in the Public's best interest;

(c) There is insufficient funding from Triumph Gulf Coast;

(d) The total County payment exceeds the "Total Available Payment" figures included in the provided financing schedule; or

(e) New Market Tax Credits are insufficient to bring the project into a budget to allow a County annual payment according to the provided schedule.

Speaker(s):

| | |
|---|---|
| Marilyn Hess | Sean Bullington |
| Cory Hinsch | Ronnie Rivera |
| Beverly McCay | Ajit Patel |
| Mike Nixon | Greg Harris |
| Amanda Maddalena | Nash Patel |
| Jason Nicholson | Jay Patel |

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

8. Roadway Transfer Agreement

Motion made by Commissioner May, seconded by Commissioner Underhill, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, directing staff to move forward with an exploration with the Florida Department of Transportation on the concept relative to the recommendation that the Board take the following action concerning the County Road 99/Beulah Road and State Road 292/Perdido Key Drive Roadway Transfer Agreement:

A. Direct staff to enter into negotiations/discussions with the Florida Department of Transportation regarding a Roadway Transfer Agreement to transfer County Road 99/Beulah Road (from Mobile Hwy to I-10) (approximately 3.37 mile) from the Escambia County Road System to the State Highway Road System and to transfer State Road 292/Perdido Key Drive (approximately 6.2 miles) from the State Highway Road System to the Escambia County Road System;

B. Direct staff to request, as part of the Transfer Agreement, that the State would construct the northern segment of the Highway 29 Connector from I-10 to either the County Kingsfield Extension (approximately 0.9 miles) and/or Muscogee Road (approximately 2.20 miles); and

C. Direct staff to bring discussions/recommendations to a future Committee of the Whole for further direction.

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, approving the County Attorney's Report, as follows:

I. FOR ACTION

1. Taking the following action concerning the donation of materials, papers, and documents relating to the BP Oil Spill to the University of West Florida Library:

   A. Adopting, and authorizing the Chairman to sign, the Resolution [R2018-54] concerning the donation of all materials, papers, and documents relating to the BP Oil Spill to the University of West Florida Library; and

   B. Authorizing the Chairman to sign the University Archives and West Florida History Center Deed of Gift and Donor Form.

II. FOR INFORMATION

1. Accepting, for information, the Determination of Consistency in the matter of *Jacqueline Rogers v. Escambia County Board of County Commissioners*, DEO [Department of Economic Opportunity] Case No.: 18-034, in which the Department of Economic Opportunity found in favor of Escambia County and held that Escambia County Ordinance Number 2017-14 is consistent with the Escambia County Comprehensive Plan.

2. Accepting, for information, the Proposed Recommended Order of Administrative Law Judge D. R. Alexander, State of Florida, Division of Administrative Hearings (DOAH), in the matter of *Jacqueline Rogers v. Escambia County Board of County Commissioners,* DOAH Case No.: 17-5530GM, in which Judge Alexander found in favor of Escambia County and held that Escambia County Ordinance Number 2017-53 is in compliance with Chapter 163, Florida Statutes, and with the Escambia County Comprehensive Plan.

ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

1. Discretionary Money

   Motion made by Commissioner Barry, seconded by Commissioner May, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, approving $500 from Commissioner Steven Barry's discretionary money for the Shepherd's Place Foundation summer program at the Carver Community Center (Funding: Discretionary Money, Fund 001, General Fund, Cost Center 110101, Object Code 58201).

2. Proposed Land Development Code Language

   Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, "moving the item with the current language as distributed, in regard to the recommendation that the Board review the current and proposed Land Development Code language related to lots in un-platted subdivisions, per the following, and give staff direction regarding proceeding with the process to change the language:

   - Current Impervious Cover Limits – Total lot impervious cover will not exceed 2,000 square feet on lots less than one acre in size, or 5 percent of lot area on lots one acre or more.

   - Proposed Impervious Cover Limits – Total lot impervious cover will not exceed 3,500 square feet on lots less than one acre in size, or 8 percent of lot area on lots one acre or more.

ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY

Motion made by Commissioner May, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, approving Commissioner May's two Add-On Items, as follows:

1. Approving $1,500 from Commissioner Lumon May's 4th Cent Tourist Development Tax funds for Lamplighter's Academic and Mentoring Program, Inc., Cultural Event held on March 24, 2018 (Funding: Fund 108, Tourist Development Tax, Cost Center 360105, Object Code 58201).

2. Approving $1,000 from Commissioner Lumon May's discretionary money for the National Coalition of 100 Black Women Pensacola Chapter, Inc., for their 17th Annual Scholarship Luncheon (Funding: Discretionary Money, Fund 001, General Fund, Cost Center 110101, Object Code 58201).

ITEMS ADDED TO THE AGENDA – JEFFREY W. BERGOSH

1. Discretionary Money

   Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, approving the funding of $3,000 to the Perdido Key Area Chamber of Commerce for the "First Star Spangled Salute Festival," from Commissioner Jeff Bergosh's discretionary money (Funding: Fund 001, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201).

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 10:55 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: June 7, 2018

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14189** **Growth Management Report 11. 1.**
**BCC Regular Meeting**
**Meeting Date:** 06/07/2018
**Issue:** Review of Rezoning Cases Heard by the Planning Board on May 1, 2018
**From:** Horace Jones, Director
**Organization:** Development Services

## RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on May 1, 2018

That the Board take the following action concerning the rezoning cases heard by the Planning Board on May 1, 2018:

A. Review and either adopt, modify, or reject the Planning Board's recommendations for Rezoning Cases Z-2018-04, Z-2018-05, and SPZ-2018-01 or remand the cases back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

| | |
|---|---|
| **1. Case No.:** | **Z-2018-04** |
| Address: | 1529 Ora Drive and Behind 1529 Ora Drive |
| Property Reference No.: | 29-2S-31-2002-000-000 and 29-2S-31-2202-000-002 |
| Property Size: | 11.51 (+/-) acres |
| From: | LDR, Low Density Residential district (four du/acre) and HDMU, High Density Mixed-use district (25 du/acre) |
| To: | MDR, Medium Density Residential district (10 du/acre) |
| FLU Category: | MU-S, Mixed-Use Suburban |
| Commissioner District: | 1 |
| Requested by: | Tom Hammond, Agent for Dog Track Area Developers, LLC, Owners |
| Planning Board Recommendation: | Approval |
| Speakers: | Tom Hammond, Theresa Blackwell |
| **2. Case No.:** | **Z-2018-05** |

| | |
|---|---|
| Address: | 5900 W Nine Mile Road |
| Property Reference No.: | 06-1S-31-4402-000-000 |
| Property Size: | 10.19 (+/-) acres |
| From: | HDMU, High Density Mixed-use district (25 du/acre) and Com, Commercial district (25 du/acre) |
| To: | Com, Commercial district (25 du/acre) |
| FLU Category: | MU-S, Mixed-Use Suburban |
| Commissioner District: | 1 |
| Requested by: | Cynthia Mather, Agent for Airplane Services, Inc, Owner |
| Planning Board Recommendation: | Approval |
| Speakers: | Cynthia Mather |

**3. Case No.: SPZ-2018-01**

| | |
|---|---|
| Address: | 6355 Mockingbird Lane |
| Property Reference No.: | 35-1S-30-7117-000-000 |
| Property Size: | 4.86 (+/-) acres |
| Current Zoning: | MDR, Medium Density Residential district (10 du/acre) |
| To Allow: | A Mobile Home in MDR, Medium Density Residential district (10 du/acre) |
| FLU Category: | MU-U, Mixed-Use Urban |
| Commissioner District: | 3 |
| Requested by: | Wanda French-Hawkins, Agent for Jason Hawkins, Owner |
| Planning Board Recommendation: | Approval |
| Speakers: | Wanda French-Hawkins, Larry Downs, Jr. |

## BACKGROUND:

The above cases were owner initiated and heard at the May 1, 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 cases to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

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

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

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

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**Attachments**

Z-2018-04
Z-2018-05
SPZ-2018-01

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# Z-2018-04

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

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Case #: Z-2018-04
Applicant: Tom Hammond, Agent for Dog Track Area Developers, LLC, Owners

Address: 1529 Ora Drive Behind and 1529 Ora Drive

Property size: 11.51 (+/-) acres
From: LDR, Low Density Residential district (four du/acre) and HDMU, High Density Mixed-use district (25 du/acre)
To: MDR, Medium Density Residential district (10 du/acre)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 1st day of May 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:
WAYNE BRISKE, Chair — District 5
JAY INGWELL — District 1
REID RUSHING — At Large
ALAN GRAY — At Large
WILLIAM CLAY — District 3
ERIC FEARS — District 4
PATTY HIGHTOWER — School Board
STEPHEN OPALENIK — Navy

PLANNING BOARD STAFF PRESENT:
MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, DIRECTOR
KAYLA MEADOR
JUAN LEMOS
ALLYSON CAIN

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P R O C E E D I N G S

THE CHAIRMAN: We do have a quorum present. Mr. Pyle is absent.

(Planning Board staff duly sworn.)

THE CHAIRMAN: Board members, you have previously been provided qualifications and resumes on these individuals, and we've qualified them in the past for their ability to offer expert testimony in the area of land use and planning.

Do any of you have any questions for these individuals about their backgrounds?

MR. GRAY: I have one question, Mr. Chairman.

THE CHAIRMAN: Yes, sir.

MR. GRAY: In the hiring process, are we looking for folks with AICP credentials in your future hiring, Mr. Jones?

MR. JONES: That is that is always a -- That is always a possibility. However, at this time, we are not hiring any planners at this time.

And furthermore, we have to look at the job descriptions, at what the job description



says. But that is always a positive thing to look at.

MR. GRAY: And also on your staff, you have how many staff that are, like, eligible to take the AICP right now?

MR. JONES: I would have to review that information. As a matter of fact, I'm in the process of reviewing that information, and I will be making -- I will be reporting that to the appropriate authorities.

MR. GRAY: Thank you.

In the future, when you get that information, I would love to hear that.

Thank you, Mr. Chairman.

THE CHAIRMAN: Thank you, sir.

Any other questions about the qualifications of our staff members?

(No response.)

THE CHAIRMAN: All right. They will be noted as experts in the area of land use and planning for this hearing.

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THE CHAIRMAN: We will go directly into our first rezoning request, which is Case Z-2018-04.

The applicant is Tom Hammond, the agent for Dog Track Area Developers, LLC, 1529 Ora Drive Behind and 1529 Ora Drive.

This is 11.51 plus or minus acres. And the request is from low density residential to and HDMU to MDR, medium density residential district.

At this time I'm going to ask members of the board if there's been any ex parte communication between you, the applicants, the agents, the attorneys, any witnesses or even fellow Planning Board members.

Have you visited the subject property? And also disclose if you are a relative or business associate to any of the parties.

Good morning, Steve.

MR. OPALENIK: Good morning.

No to all.

THE CHAIRMAN: Thank you.

MS. HIGHTOWER: Good morning.

No to all.

MR. GRAY: No to all, Chairman.

THE CHAIRMAN: Chairman, no to all.

MR. FEARS: No to all.

MR. INGWELL: No to all.



MR. CLAY: No to all.

MR. RUSHING: No to all.

THE CHAIRMAN: All right. Thank you.

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

MS. MEADOR: Yes, sir.

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

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay.

Tom, is there any objection to the staff presenting maps and photography?

MR. HAMMOND: No, sir.

THE CHAIRMAN: Okay. He's indicated no, so the staff will present maps and photography at this time.

MR. LEMOS: Good morning, board members.

Juan Lemos, Development Services planner.

Again, this is Z-2018-04, two separate addresses.

One is address 1529 Ora Drive Behind and the other one is 1529 Ora Drive. It's from LDR and high density mixed-use to medium density. That's the request.

This is the location map of the parcel in



question just south -- southwest of Dog Track Road.

This is the 500-foot buffer with the zoning district surrounding the property. Again, that HDMU up front and the LDR in the back. Both are requesting to go to MDR.

The future land use category and the surrounding properties within the 500-foot buffer is all mixed-use suburban.

And this is an existing land use.

This is the area photograph of the two parcels in question.

This is our public hearing sign posted on site.

This is looking east across Ora Drive from the property.

Looking northwest along Ora Drive.

And looking southeast along Ora Drive.

This is looking west along the north boundary from Ora Drive.

And this is looking west along the southern property boundary from Ora Drive.

This is looking west from Ora Drive onto the property in question.

And that concludes the photographs.



THE CHAIRMAN: Board members, any questions about the maps or photography?

MR. GRAY: Could we go -- Could we stop on this right here?

What's that zoning to the south of this property in question?

MR. LEMOS: That's MDR.

MR. GRAY: So everything is MDR. It's just --

MR. LEMOS: Everything around is MDR, with the HDMUs and the LDRs outside the 500-foot buffer.

MR. GRAY: Thank you very much.

MR. LEMOS: Yes, sir.

MR. GRAY: Thank you, Mr. Chairman.

THE CHAIRMAN: Thank you, sir.

Any other questions?

(No response.)

THE CHAIRMAN: Okay. Mr. Hammond.

Good morning, sir.

MR. HAMMOND: Good morning.

THE CHAIRMAN: We'll have you sworn in. And please state your name and address for the record.

---

TOM HAMMOND, upon being duly sworn, was examined and testified as follows:

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MR. HAMMOND: Good morning.

Tom Hammond, 3802 North 5th street.

Appreciate the opportunity to be here this morning.

THE CHAIRMAN: Mr. Hammond, have you received a copy of the rezoning hearing package with the findings of facts?

MR. HAMMOND: Yes, sir.

THE CHAIRMAN: Okay.

And do you understand that you have the burden of providing substantial competent evidence that this proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan, and is not in conflict with the Land Development Code?

MR. HAMMOND: Yes, sir.

THE CHAIRMAN: Thank you.

Please proceed.

MR. HAMMOND: Okay. We're talking about two parcels. One of them's zoned HDMU. One of



them's zoned LDR, kind of a spot-zoning situation.

We're requesting to rezone both parcels to MDR.

So I'll just walk through the criteria. Consistency with the Comprehensive Plan.

The parcel's located in a mixed-use suburban future land use district, which allows for commercial and residential uses, as stated in the Comp Plan, Chapter 7, FLU 1.3.1. And I'm not going to read all that.

So I'll just make a statement. The proposed rezoning is consistent with the Comprehensive Plan.

B, consistency with the zoning district provision.

The proposed rezoning of the subject parcels in MDR meet the Land Development Code, Article 1, Section 3-1.3(h). And it's a chart showing what zonings can go in what future land use. And it's in my findings in front of you.

Also in LDC, Chapter 3, Article 2, Section 3-2.7(f) states, rezoning MDR, medium density residential zoning may be established only within a mixed-use suburban and mixed-use urban



future land use categories.

The district is suitable for suburban or urban areas with central water and sewer and developed street networks.

The district is appropriate to provide transitions between areas zoned or used for low density residential and areas zoned or used for high density residential and mixed use.

So development of the property in this rezoning will require sewer. And we intend to run sewer through the property when we do the development. And there's a water line along Water Drive.

The proposed rezoning is consistent with the Land Development Code.

Compatibility with surroundings. The parcels are bordered by five MDR zoned parcels and one MDR/HDMU split-zone parcel. All the parcels within 500 feet of the subject parcels appear to be of single-family residential use or not developed. So for those, rezoning is compatible with the surrounding use.

D, appropriate -- spot zoning. It is actually a spot zoning now, and we're going to -- It will not be a spot zoning when we get



done. So the proposed rezoning would correct the current spot-zoning situation.

And E, appropriate with change or -- changing conditions. We're not aware of any known or changed conditions that would affect the proposed rezoning request.

And I'd like to finish by saying we accept staff's findings. So if y'all want to find staff's findings, we'd be -- we'd appreciate it if y'all take staff's findings, approve them, and make a recommendation for approval.

And I'll answer any questions.

THE CHAIRMAN: Okay. Thank you, sir.

Questions for Mr. Hammond at this time?

(No response.)

THE CHAIRMAN: Okay. Hearing none, we'll just let the staff present.

MR. LEMOS: To address the criterion for the rezoning, consistency with the Comprehensive Plan.

The proposed amendment to MDR is consistent with the intent and purpose of the future land use category, mixed-use suburban, as stated in Comprehensive Plan policy future land use 1.3.1, future land use categories.

The category is intended for a mix of residential and nonresidential uses, while promoting compatible infill development and the separation of urban and suburban land uses.

Range of allowable uses are listed as residential, retail sales and services, professional office, recreational facilities, public and civic, and limited agriculture.

The amendment is also consistent with intent of the future land use 1.5.1 by making use of the existing public roads and the availability of utility and service infrastructure.

Criterion B is consistency with the Land Development Code.

The proposed amendment is consistent with the intent and purpose of the Land Development Code.

The applicant is requesting the same MDR zoning designation and allowance for both parcels. The existing zoning allowances for the two parcels, currently low density residential and high density mixed-use, provide a range of uses and intensities that are included within the allowances of the requested MDR zoning



district.

A review of the current map as it relates to the two parcels in question shows that the properties adjacent to Ora Drive east and west are mainly medium density and high density mixed-use zoning.

If approved, the applicant's request would improve the compatibility of the zoning existing uses and allowances within the surrounding area.

Criterion C, compatible with the surrounding uses.

The proposed amendment is compatible with the surrounding uses -- with the surrounding existing uses in the area.

Within the 500-foot radius, the staff identified properties within southern districts LDR, MDR and HDMU.

There is one multifamily use parcel, ADA single family residences, 21 mobile homes, 2 mobile home parks, 22 vacant residential parcels, 2 nonagricultural acreage parcels, 4 wasteland designated parcels, 3 miscellaneous residential, and 1 right-of-way parcel.

All surround zoning districts range from low density residential to high density



mixed-use.

The existing uses and intensities on the ground appear to be compatible with the allowance uses under the requested MDR district.

Criterion D, appropriate spot zoning.

The request to MDR will not establish or reinforce spot zoning.

Based on the LDC definition, the request to rezone both properties, one low density and one high density mixed-use to the medium density residential zoning would actually make those two parcels more compatible with adjacent zoning and existing uses and intensities.

And finally, Criterion E, appropriate with change or changing conditions.

The land use or development conditions within the area surrounding the properties have not changed.

The development within the area has remained low to medium density residential.

Of the two parcels are proposed for rezoning to MDR, the potential uses, densities and intensities allowed by that district will be compatible with existing surrounding development patterns.



The proposed amendment will not create or contribute to urban sprawl.

And that concludes staff findings.

THE CHAIRMAN: Board members, questions of Mr. Lemos?

(No response.)

THE CHAIRMAN: Okay.

Mr. Hammond, did you have any questions of staff's presentation?

MR. HAMMOND: No, sir.

THE CHAIRMAN: Okay.

If you don't have anything to add at this time, we'll open it up for public comment.

We do have a speaker signed up.

For those members of the public who wish to speak on this matter, please note that the Planning Board bases its decisions on the approval conditions and exceptions described in Section 2-7.2 of the Land Development Code.

During our deliberations, we do not accept general statements of support or opposition. Accordingly, please limit your testimony to approval conditions described in this section and on your screen, 2-7.2.

Please also note that only individuals who

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are present today and give testimony before the Planning Board will be allowed to speak at the subsequent Board of County Commission meeting.

And our first speaker is Ms. Theresa Blackwell.

Good morning.

If you'll please be sworn in and state your name and address.

- - -

THERESA BLACKWELL, upon being duly sworn, was examined and testified as follows:

- - -

MS. BLACKWELL: Good morning, all of you.

At first I thought, you know, I'd just let this one go because the zoning surrounding it is MDR and the zoning here is LDR.

But if you could put the residential uses map back up, please, whoever's controlling that.

Okay. Now, it's hard to see there, but even just looking at the configurations of the lots, you can see every piece of property touching this property -- the LDR property, it's a large lot.

Immediately to the north, a single-family home. I think there's one to the south also.

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Even the development into subdivisions is more along the lines of low density residential.

I would guess, you know, as small as they are is 60 feet wide, so on this property, currently zoned LDR, you could have houses on sites that are 60-feet wide. In that neighborhood, that would fit.

Ten houses per acre, as MDR would give you, would be very out of place in this neighborhood, so I am arguing Criterion C.

Though the surrounding properties are zoned MDR, the existing uses surrounding the property are consistent with LDR, the current zoning.

I don't even know how these properties got to be zoned MDR. I'm guessing it was part of the 2015 change, and they had some use that had to be grandfathered in.

The property that is LDR is more than a third wetlands and -- and/or flood plain.

At development review last month, there was a preapplication on 43 lots, so I don't know what -- You could get that already with LDR, if you could fit it on the property, if left.

So I think that covers -- that covers my

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arguments. I think, unfortunately, our 2015 change in zoning which allows four houses on an acre of LDR was out of -- you know, wrong.

It did not preserve low density residential zoning. And MDR, for what is really low density development surrounding this parcel, it would be highly inappropriate.

Thank you.

Any questions?

THE CHAIRMAN: Thank you, Ms. Blackwell.

Any questions?

(No response.)

THE CHAIRMAN: Thank you.

MS. BLACKWELL: Thank you.

MR. GRAY: I may have a question, Mr. Chairman, not of Ms. Blackwell, but of the applicant at this point.

THE CHAIRMAN: Okay. Mr. Hammond.

MR. GRAY: Mr. Hammond, thank you very much for coming back up.

Would you tell me what is the intent along this property, and what we are -- what was the misgivings of the LDR, and where did we step into the realm of the MDR to make this -- Could you just enlighten me?

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MR. HAMMOND: 50-foot lots. 50-foot lots.

MR. GRAY: Okay.

MR. HAMMOND: And 43-lot subdivision. Just as she said, we've already made a preapplication -- a preapplication package.

MR. GRAY: So it was the lot width that was giving you a little bit of heartburn to make the plan fit, and --

MR. HAMMOND: Well, there's wetlands on it, and --

MR. GRAY: Okay.

MR. HAMMOND: -- and to do the clustering provision --

MR. GRAY: Yeah.

MR. HAMMOND: -- which we thought of that first, you can't -- LDC -- when we make -- when I helped -- well, when they rewrote the clustering provision, they did not include LDR because the board had changed the minimum lot width, the LDR, to 60 foot the month previous to them redoing the clustering provision. So I couldn't cluster, even though we had enough wetlands on it.

MR. GRAY: Yeah. Okay. I can feel you on that.

Okay. Thank you very much.
I appreciate it, Mr. Chairman. Thank you.
THE CHAIRMAN: Any other questions for Mr. Hammond or the staff members?
(No response.)
THE CHAIRMAN: Okay.
Is there anyone else who has not spoken already that would like to speak on this matter?
(No response.)
THE CHAIRMAN: Hearing none, we will close the public comment portion of the hearing.
Mr. Hammond, do you have any closing statements you'd like to offer before the staff -- before the board makes a decision?
MR. HAMMOND: Yes. I'd like to just make one point. If you would please put the zoning map back on the screen, please.
When you look at that map, you could see that the -- any of the property around it, given the environmental conditions, even though it may have a single-family resident on it, could sell this property and develop it in 50-foot lots on the MDR.
So even though right now they're single-family residences on 20 acres or 10 acres



or whatever around it, we're asking for the same opportunity that the people next to us have.
THE CHAIRMAN: Okay. Thank you, sir.
Staff, anything else to add?
(No response.)
THE CHAIRMAN: Okay. The Chair will entertain a motion on Z-2018-04.
MR. INGWELL: I have one question.
THE CHAIRMAN: Yes, sir.
MR. INGWELL: How did this end up LDR instead of MDR?
MR. JONES: I can -- Thank you again.
With an assumption -- This is only an assumption. But, Drew, see if you can find out the surrounding -- the old previous zoning for that area.
With only an assumption until we get the facts that Drew's going to bring it up to me, more than likely MDR was basically R-3, R-3 zoning around that property. R-3 zoning did allow for more density, more uses that's consistent with the MDR.
And LDR more than likely was R-1 in the midst of all of that. So -- so -- so R-3 was basically all around it, and perhaps R-1 was



misplaced.
So that's the only -- With consolidation, we could not down-zone. We have to get a consistent -- merge together with a consistent and applicable zoning category, so MDR was chosen because of the area. And we kept that LDR, which was more than likely R-1. And R-1 was -- was consistent with LDR.
Thank you for the correction. That's why I said I'm glad I said "more than likely."
So with the correction on that, SDD was LDR. SDD was a special development district, which basically had the same type of -- and Mr. Gray is shaking his head -- same type of consideration because of all of the wetlands.
MR. GRAY: Yes.
MR. JONES: On that property.
MDR was R-5. And R-5 had up to over 4 and had over 10 dwelling units per acre, so R-5 was all around it.
So -- But the LDR was basically chosen because of the wetlands on that site. And SDD was a special development district because of the enhanced wetlands on that area.
MR. GRAY: Mr. Chair, if I may ask, Mr.



Jones, when you looked through this applicant's information -- See, we don't see a wetland delineation as part of our packet normally, but do you see any problem with him developing his 50-foot lot width? I don't remember what the number was you were looking for. 40. Not positive.
MR. HAMMOND: 43 units.
MR. GRAY: Did you see any incongruent activity, given the site and location of the wetlands on this property?
MR. JONES: Given -- given what the wetlands are and what our clustering provisions was clustering provisions, we want to preserve wetlands, and we want to preserve those type of use, and what the standards -- what we look at, it would be in conservation easement. All of those things will be considered, so I do not see they can impact those. They'll be given to the county in a conservation easement. They cannot be impacted, so I don't see any constraints.
I see the constraint on here because we want the clustering. And we want to preserve wetlands and those type of natural resources.
MR. GRAY: Yeah, I think that brings me up

to speed.
Thank you, Mr. Chairman.
Thank you, Mr. Jones.
MR. JONES: Absolutely.
THE CHAIRMAN: I just wanted to, before we make a motion, just remind the board members that we really don't want to start going into specific projects that may go on the property because as letter C states, that all permitted uses of the proposed zoning, not just those anticipated, must be compatible.
So you have to look at everything that can go in MDR. You can't just look at one specific project. In fact, we're not even supposed to consider a specific project. That's not part of our criteria. So just keep that in mind going forward, so . . .
All right. Any other questions or comments?
(No response.)
THE CHAIRMAN: If not, Chair will entertain a motion.
MR. INGWELL: I have one more.
So Horace, you said because of the wetlands on this property, it was zoned LDR?



MR. JONES: No, no.
SDD was a consistent previous zoning district and SDD -- Basically they was converted to LDR -- I mean, was converted to conservation.
MR. INGWELL: So it was just this property that was --
MR. JONES: For this particular property in question, yes, because of an enhanced wetlands on that area.
MR. INGWELL: Could you bring up the wetlands map real quick?
MR. JONES: Okay. Yes, sir.
MR. INGWELL: Just so it's clear in my mind.
(Unintelligible. Several people speaking simultaneously.)
THE CHAIRMAN: Any comments that are not made at a microphone don't get picked up in the record, and they're not part of the record, so if you're just shouting things out, it's not going to be recorded.
MR. JONES: Right.
MR. INGWELL: So the area to the south -- southwest was zoned differently, where all that wetlands is?



MR. JONES: The parcel in question had a zoning of SDD. The parcel in question had a zoning in SDD. And let me look at that.
MR. INGWELL: Okay. No. That clears it up for me.
MR. JONES: Yes, sir.
MR. INGWELL: Thank you.
THE CHAIRMAN: Any other questions of the staff?
(No response.)
THE CHAIRMAN: The Chair will entertain a motion on 2018-04.
MR. FEARS: Mr. Chairman, I recommend -- I make a motion we accept the application, approve it, on Z-2018-04, based on staff findings of compliance of the five standards.
MR. GRAY: Mr. Chairman, if I can, I'd like to second that motion as well.
THE CHAIRMAN: Thank you.
We have a motion and a second.
Is there any further discussion among the board?
(No response.)
THE CHAIRMAN: All those in favor, say aye.



(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries unanimously.
Recommend approval to the Board of County Commissioners.
(Hearing concluded at 9:07 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 Planning Board proceedings; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

**Planning Board-Rezoning** **7. A.**

**Meeting Date:** 05/01/2018

**CASE :** Z-2018-04

**APPLICANT:** Tom Hammond, Agent for Dog Track Area Developers, LLC, Owners

**ADDRESS:** 1529 Ora Drive Behind and 1529 Ora Drive

**PROPERTY REF. NO.:** 29-2S-31-2002-000-000 and 29-2S-31-2202-000-002

**FUTURE LAND USE:** MU-S, Mixed-Use Suburban

**DISTRICT:** 1

**OVERLAY DISTRICT:** N/A

**BCC MEETING DATE:** 06/07/2018

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**SUBMISSION DATA:**

**REQUESTED REZONING:**

**FROM: LDR, Low Density Residential district (four du/acre) and HDMU, High Density Mixed-use district (25 du/acre)**

**TO: MDR, Medium Density Residential district (10 du/acre)**

**RELEVANT AUTHORITY:**

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

**APPROVAL CONDITIONS**

**Criterion a., LDC Sec. 2-7.2(b)(4)**

**Consistent with Comprehensive Plan**

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.

**FLU 1.3.1 Future Land Use Categories.** General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined below.
**FLU 1.5.1 New Development and Redevelopment in Built Areas.** To promote the efficient use of existing public roads, utilities, and service infrastructure, the County will encourage the redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, MU-U, Commercial, and Industrial Future Land Use categories (with the exception of residential development).

**FINDINGS**
The proposed amendment to MDR **is consistent** with the intent and purpose of Future Land Use category Mixed-Use Suburban (MU-S), as stated in CPP FLU 1.3.1 Future Land Use Categories. The category is intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of Allowable Uses are listed as: residential, retail sales & services, professional office, recreational facilities, public and civic, limited agriculture. The amendment is also **consistent** with the intent of FLU 1.5.1, by making use of the existing public roads and the availability of utilities and service infrastructure.

**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. 3-2.5 Low Density Residential district (LDR).**
**(a) Purpose.** The Low Density Residential (LDR) district establishes appropriate areas and land use regulations for residential uses at low densities within suburban areas. The primary intent of the district is to provide for large-lot suburban type residential neighborhood development that blends aspects of rural openness with the benefits of urban street connectivity, and at greater density than the Rural Residential district. Residential uses within the LDR district are predominantly detached single-family dwellings. Clustering dwellings on smaller residential lots may occur where needed to protect prime farmland from non-agricultural use or to conserve and protect environmentally sensitive areas. The district allows non-residential uses that are compatible with suburban residential neighborhoods and the natural resources of the area.

**Sec. 3-2.9 High Density Mixed-use district (HDMU).**
**(a) Purpose.** The High Density Mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent

of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

**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]

**FINDINGS**

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The applicant is requesting the same MDR zoning designation and allowances for both parcels. The existing zoning allowances for the two parcels, currently LDR and HDMU, provide a range of uses and intensities that are included within the allowances of the requested MDR zoning district. A review of the current zoning map, as it relates to the two parcels in question, shows that the properties adjacent to Ora Drive, East and West, are mainly medium density and high density mixed-use zoning. If approved, the applicant's request will improve the compatibility of the zoning, existing uses and allowances within the surrounding area.

**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, staff identified properties with zoning districts LDR, MDR and HDMU. There is one multi-family use parcel, 88 single-family residences, 21 mobile homes, two mobile home park, 22 vacant residential, two non-agricultural acreage parcels, four wasteland designated parcels, three miscellaneous residential and one right-of-way parcel. All surrounding zoning districts range from low-density residential to high-density mixed-use. The existing uses and intensities on the ground, appear to be compatible with the allowed uses under the requested MDR district.

**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 request to MDR **would not** establish or reinforce spot zoning; based on the LDC definition, the request to rezone both properties, one low density and one high density mixed-use, to MDR will actually make those two parcels more compatible with the adjacent zoning and the existing uses and intensities.

**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 properties **have not** changed. The development within the area has remained low to mid-density residential. As the two parcels are proposed for rezoning to MDR, the potential uses, densities and intensities allowed by that district would be compatible with the existing surrounding development patterns. The proposed amendment would not create or contribute to urban sprawl.

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**Attachments**

Working Case File

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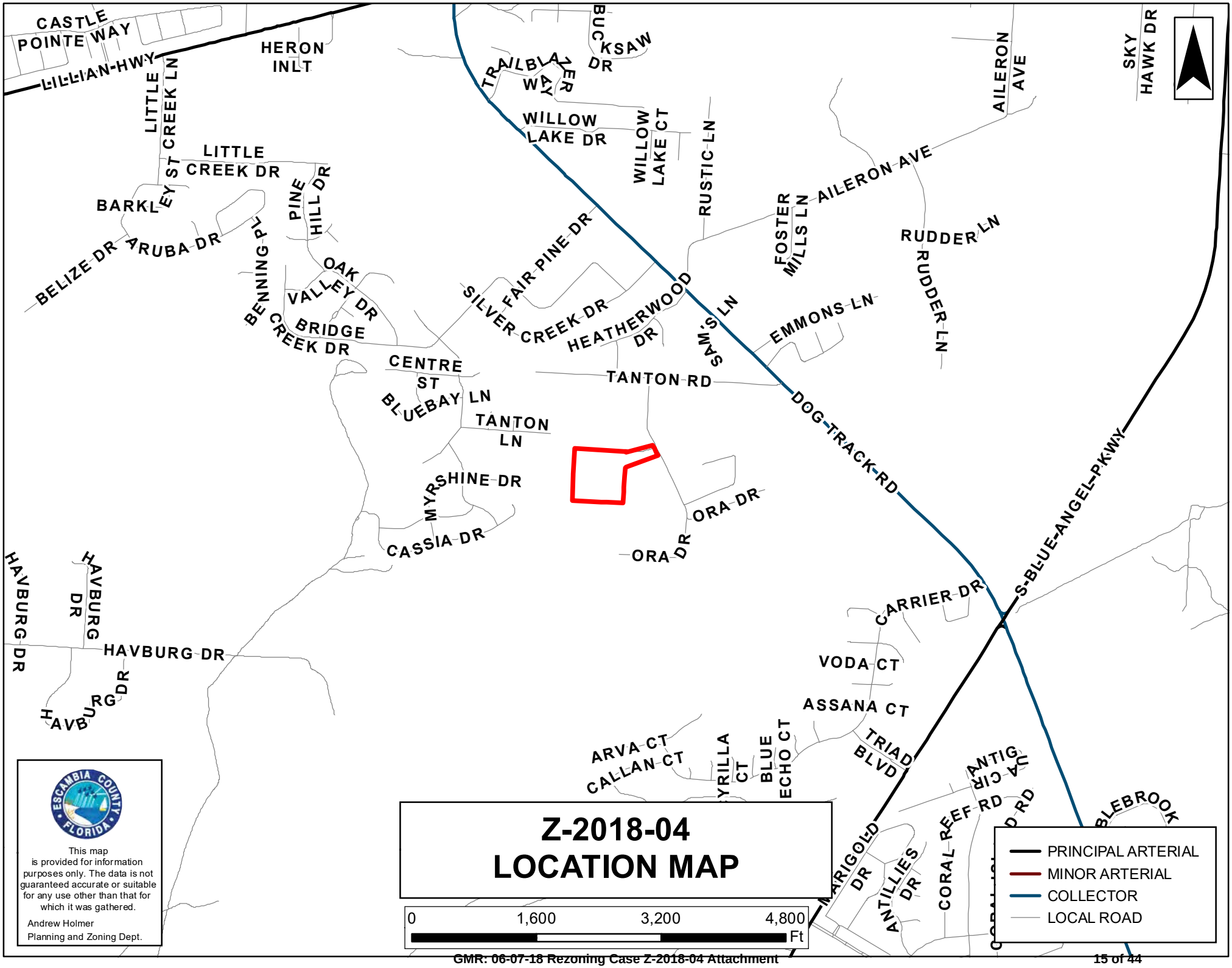
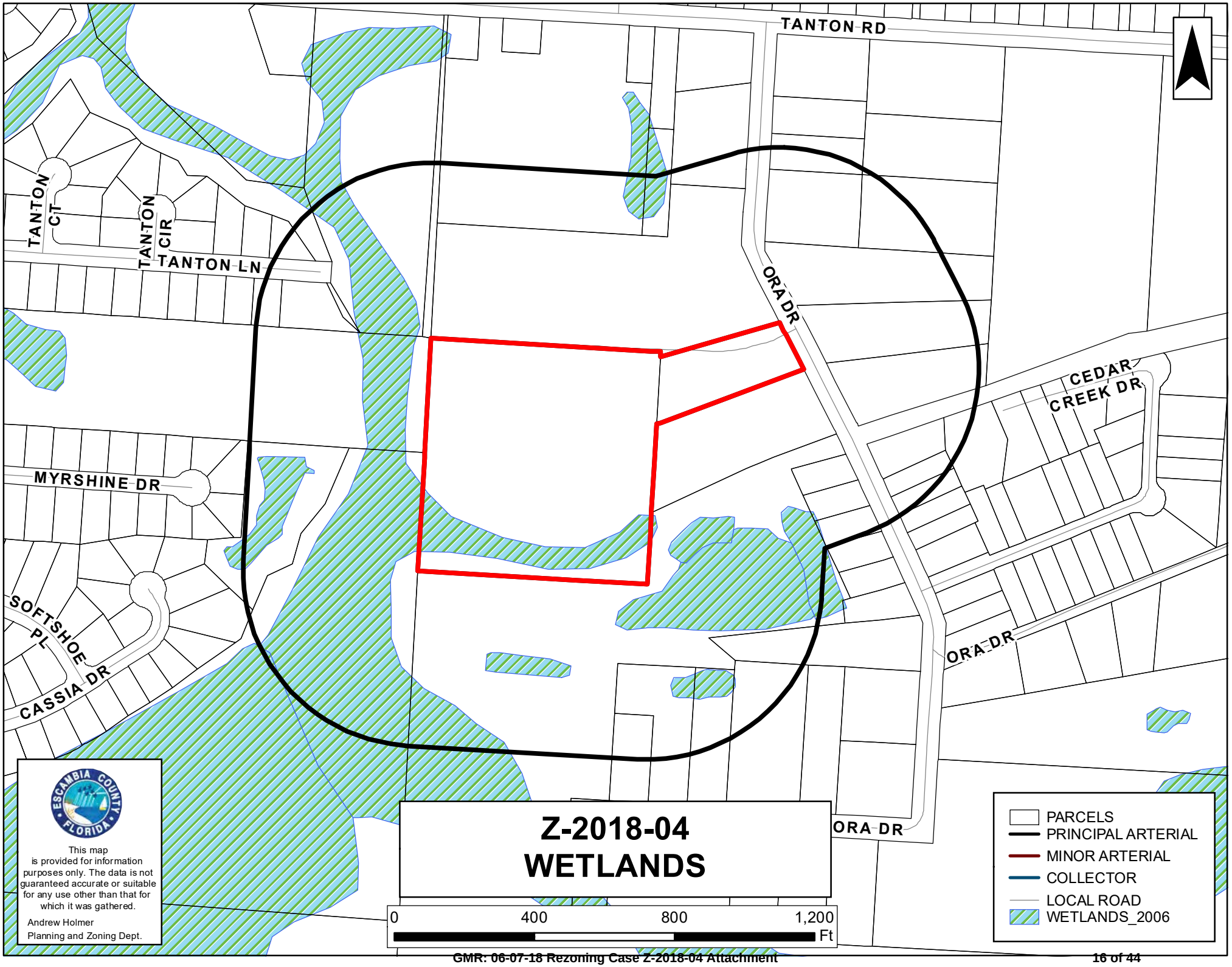



# Z-2018-04
# LOCATION MAP

ESCAMBIA COUNTY FLORIDA

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.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LOCAL ROAD
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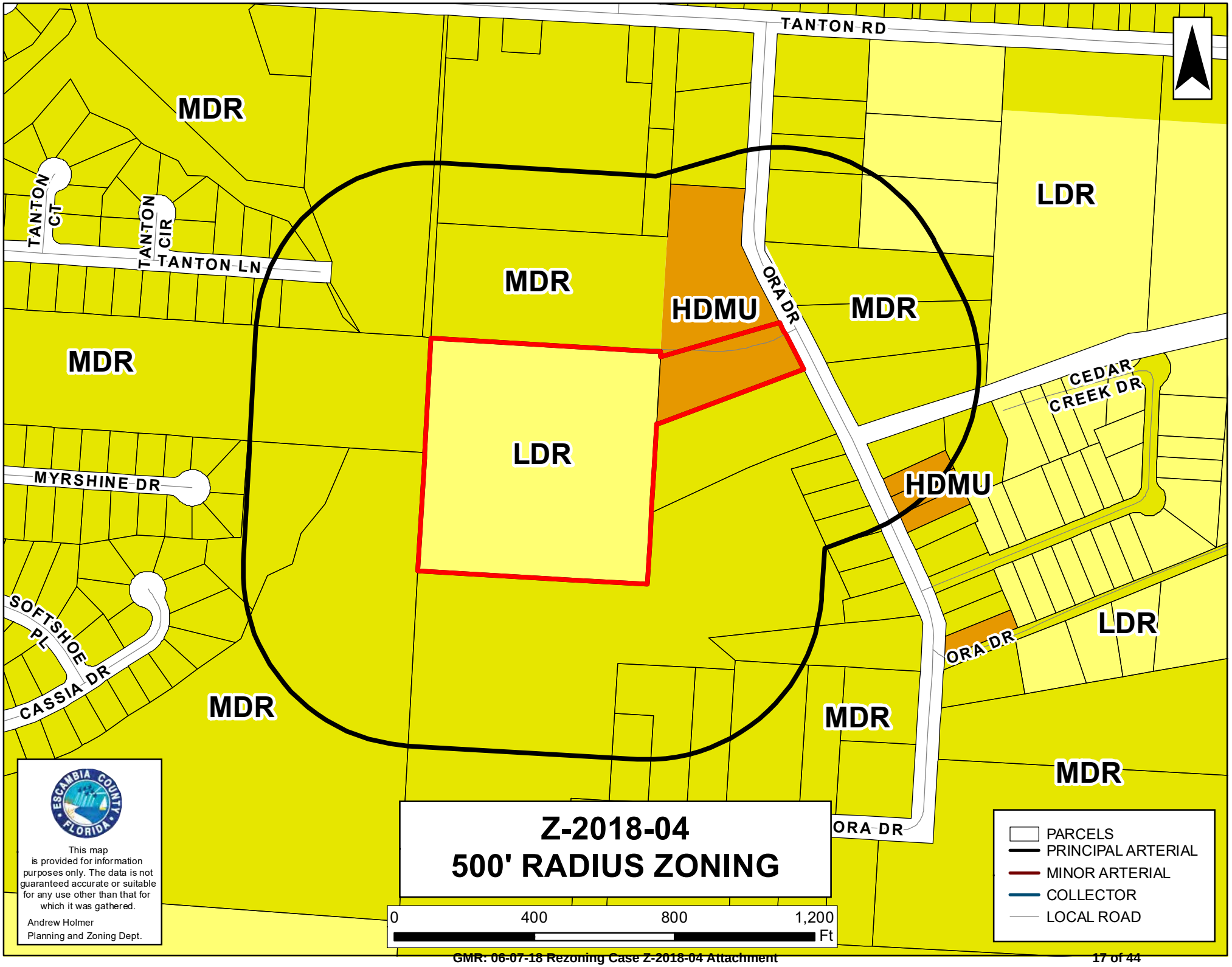
Planning and Zoning Dept.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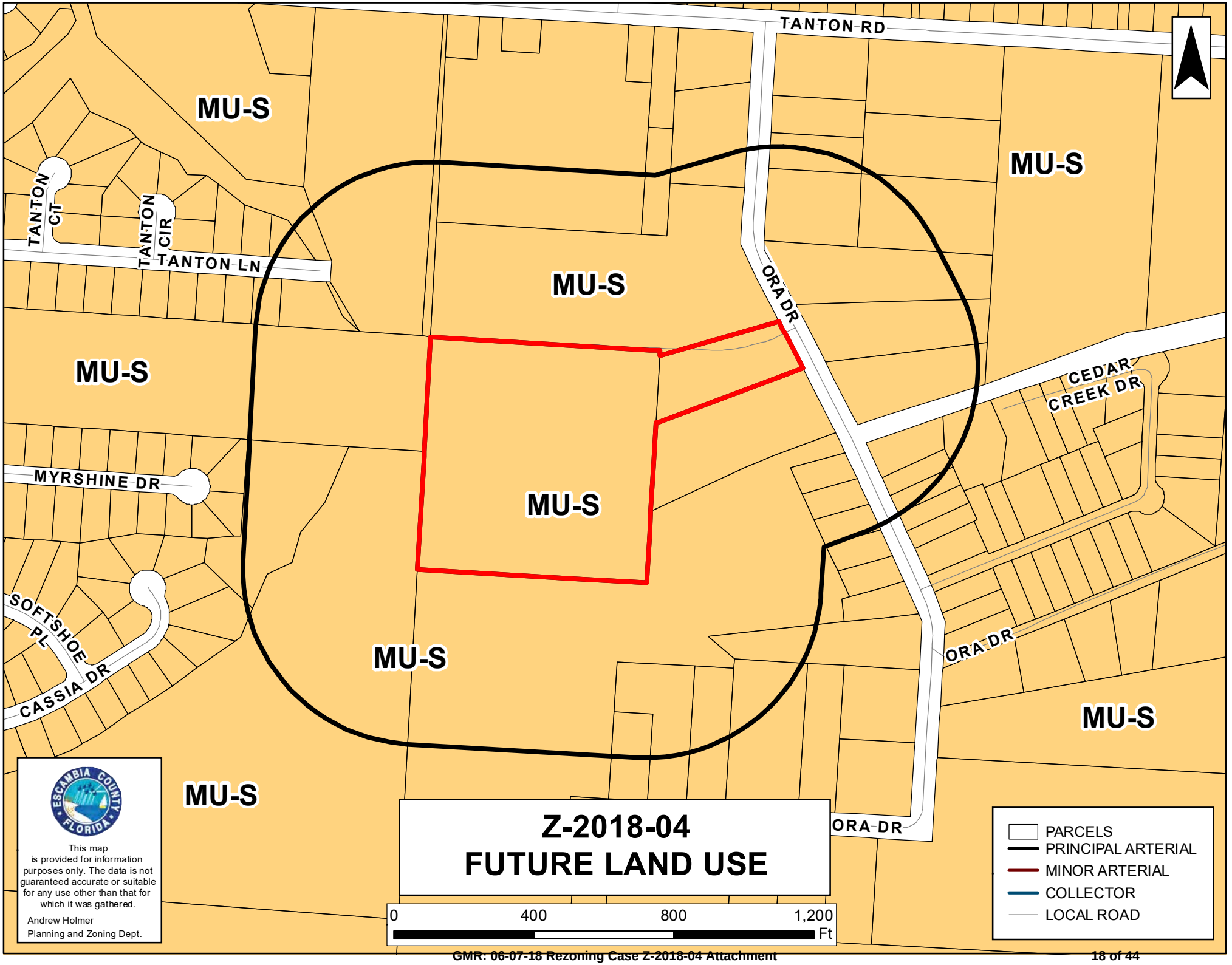
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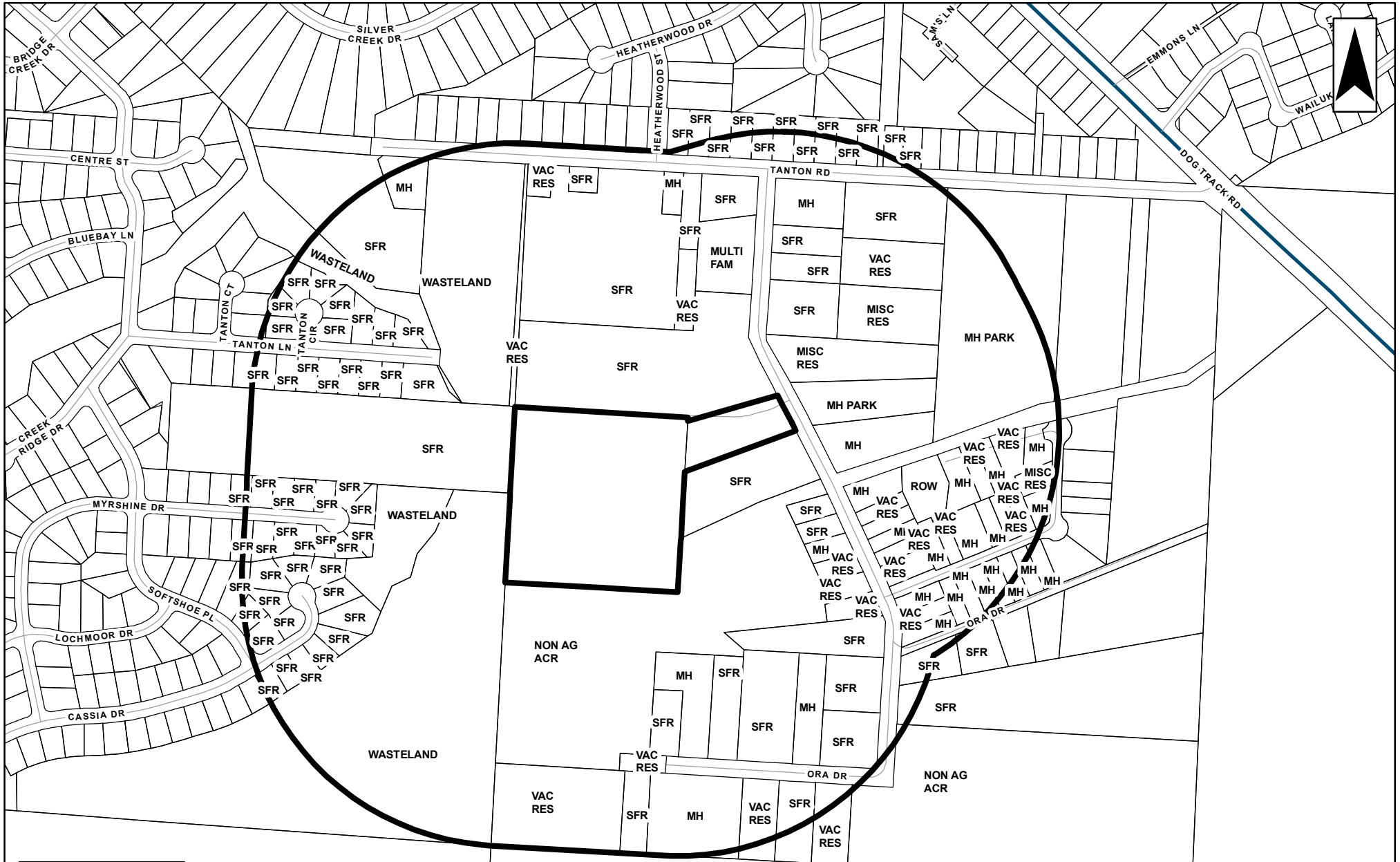


# Z-2018-04
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PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

ESCAMBIA COUNTY FLORIDA

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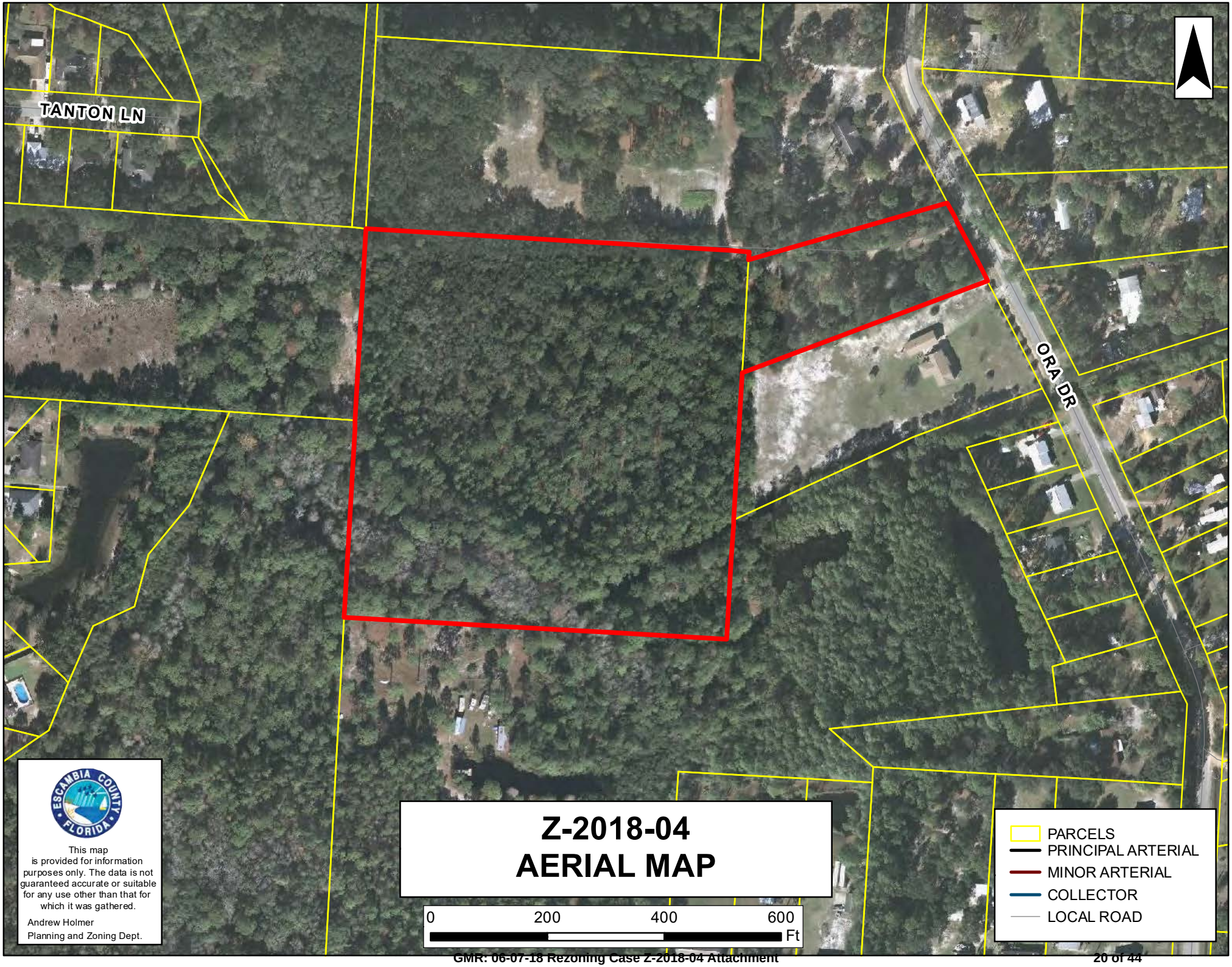
Planning and Zoning Dept.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Z-2018-04
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LOCAL ROAD
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Andrew Holmer
Planning and Zoning Dept.

# Public Hearing Sign

# Looking East across Ora Drive

# Looking Northwest along Ora Drive

# Looking Southeast along Ora Drive

# Looking West along boundary from Ora Drive

# Looking West along property boundary

# Looking West from Ora Drive onto property

**HAMMOND ENGINEERING, INC.**
Florida Certificate of Authorization No. 00009130
Alabama Certificate of Authorization No. 3277

February 27, 2018

Mrs. Allyson Cain
Planning Board Coordinator
Development Services Bureau
3363 West Park Place
Pensacola, Florida 32505

**Reference: Re-zoning Parcel No's. 29-2S-31-2002-000-000**
**& 29-2S-31-2202-000-002**
**HEI Project No. 17-046**

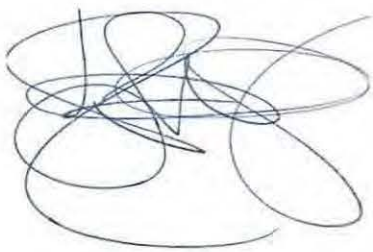
Dear Allyson:

The above referenced parcels are currently zoned LDR and HDMU and are located on the west side of Ora Drive south of Tanton Road. We are requesting the parcels be re-zoned to MDR which matches the majority of the surrounding parcels zoning designation.

We have attached all of the required items listed on the re-zoning application. Please review these items and provide the county's findings at your earliest convenience. Should you have questions or comments, please give us a call.

Sincerely,

**HAMMOND ENGINEERING, INC.**



Thomas G. Hammond, Jr., PE.
President

Attachments

cc: Dog Track Area Developers, LLC.

**Escambia County Planning and Zoning**
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

## Rezoning Application

**FOR OFFICE USE ONLY** - Case Number: _____ Accepted by: _____ PB Meeting: _____

1. **Contact Information:**

   A. **Property Owner/Applicant:** Dog Track Area Developers, LLC

   Mailing Address: 3838 N Palafox Street

   Business Phone: _____ Cell: 850-501-6877

   Email: cliff@momoney.com

   B. **Authorized Agent (if applicable):** Tom Hammond

   Mailing Address: 3802 North S Street Pensacola, FL 32505

   Business Phone: 850-434-2603 Cell: 850-554-9389

   Email: tom@selanddesign.com

   ***Note:*** *Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: behind 1529 Ora Drive & 1529 Ora Drive

   Parcel ID (s): 29-2S-31-2002-000-000

   29-2S-31-2202-000-002

   B. Total acreage of the subject property: 11.51 AC

   C. Existing Zoning: LDR & HDMU

   Proposed Zoning: MDR ; explain why necessary and/or appropriate

   ALL SURROUNDING PARCELS ZONED MDR, OR MDR/HDMU SPLIT ZONING. ALL SURROUNDING USES SINGLE FAMILY RESIDENTIAL OR UNDEVELOPED PARCELS.

   FLU Category: MU-S

**D.** Is the subject property developed (if yes, explain): NO

**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.

PLEASE SEE ATTACHED

**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

PLEASE SEE ATTACHED

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.

PLEASE SEE ATTACHED

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*

PLEASE SEE ATTACHED

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.

PLEASE SEE ATTACHED

**4. Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).**

**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Property Reference Number(s): 29-2S-31-2002-000-000 & 29-2S-31-2202-000-002

Property Address: BEHIND 1529 ORA DRIVE & 1529 ORA DRIVE

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 27TH DAY OF FEBRUARY, YEAR OF 2018.

| | | |
|---|---|---|
| Signature of Property Owner | CLIFF MOWE, MGR<br>DOG TRACK AREA DEVELOPERS, LLC<br>Printed Name of Property Owner | 2/27/18<br>Date |
| Signature of Property Owner | Printed Name of Property Owner | Date |

## AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

**(if applicable)**

As owner of the property located at BEHIND 1529 ORA DRIVE & 1529 ORA DRIVE, Florida, property reference number(s) 29-2S-31-2002-000-000 & 29-2S-31-2002-000-002 I hereby designate TOM HAMMOND 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 28 day of FEBRUARY the year of, 2018, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: TOM HAMMOND Email: tom@selanddesign.com

Address: 3802 North S Street Pensacola, FL 32505 Phone: 850-554-9389

| | | |
|---|---|---|
| Signature of Property Owner | CLIFF MOWE, MGR<br>DOG TRACK DEVELOPERS, LLC<br>Printed Name of Property Owner | 2/27/18<br>Date |
| Signature of Property Owner | Printed Name of Property Owner | Date |

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 27th day of February 2018, by Cliff Mowe.

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

Signature of Notary — Jennifer L. Gilliam

Printed Name of Notary

(Notary Seal)

JENNIFER L. GILLIAM
Notary Public - State of Florida
My Comm. Expires Jan 31, 2019
Commission # FF 166293
Bonded through National Notary Assn.

## 5. Submittal Requirements

**A.** _____ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

**B.** _____ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

**Note: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).**

**C.** _____ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

**D.** _____ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

**E.** _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

**By my signature, I hereby certify that:**

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

| | | |
|---|---|---|
| _____ | CLIFF MOWE, MGR<br>DOG TRACK AREA DEVELOPERS, LLC | 2/27/18 |
| Signature of Owner/Agent | Printed Name Owner/Agent | Date |
| _____ | _____ | _____ |
| Signature of Owner | Printed Name of Owner | Date |

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 27th day of February 2018, by Cliff Mowe.

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

| | |
|---|---|
| _____ | Jennifer L. Gilliam |
| Signature of Notary | Printed Name of Notary (notary seal) |

JENNIFER L. GILLIAM
Notary Public - State of Florida
My Comm. Expires Jan 31, 2019
Commission # FF 166293
Bonded through National Notary Assn.

**Property Reference Number**
**29-2S-31-2002-000-000**
**29-2S-31-2202-000-002**

**Re-zoning Criteria**

A. Consistency with the Comprehensive Plan

The parcel is located in the Mixed Use- Suburban (MU-S) Future Land Use District which allows for commercial and residential uses as stated in the Comprehensive Plan, Chapter 7, FLU 1.3.1
*FLUM Mixed-Use Suburban (MU-S)*
*General Description: Intended for a mix of residential and non-residential uses While promoting compatible infill development and the separation of urban and suburban land uses.*
*Range of Allowable Uses: Residential, retail sales & services, professional office, recreational facilities, public and civic, limited agriculture.*
*Standards:*
*Residential Maximum Density: 25 du/acre*
*Non-Residential Minimum Intensity: None*
*Maximum Intensity: 1.0 Floor Area Ratio (FAR)*
*Escambia County intends to achieve the following mix of land uses for new development within ¼ mile of arterial roadways or trans it corridors by 2030:*
*a) Residential 8% to 25%*
*b) Public/Rec/Inst. 5% to 20%*
*c)Non-Residential:*
*Retail Service-30% to 50%*
*Office-25% to 50%*
*In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:*
*a) Residential 70% to 85%*
*b) Public/Rec/Inst. 10% to 25%*
*c)Non-Residential 5% to 10%*

**The proposed re-zoning is consistent with the Comprehensive Plan.**

B. Consistency with Zoning District provisions

The proposed re-zoning of the subject parcels to MDR (Medium Density Residential) meets the LDC, Article 1, Section 3-1.3 (h):

| ZONING DISTRICT Specific distribution and extent of uses | FUTURE LAND USE (FLU) CATEGORY General distribution and extent of uses | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | AG max 1du/20ac max 0.25 FAR | RC max 2du/ac max 0.25 FAR | MU-S max 25du/ac max 1.0 FAR | MU-U max 25du/ac max 2.0 FAR | C Limited res max 25du/ac max 1.0 FAR | I No res allowed max 1.0 FAR | P No res allowed | REC No res allowed max 0.5 FAR | CON No res allowed |
| Agr max 1du/20ac | Yes | Yes | No, uses | No, uses | No, uses | No, uses | No, uses | No, uses | No, uses |
| RR max 1du/4ac | No, max density | Yes | No, uses | No, uses | No, uses | No, uses | No, uses | No, uses | No, uses |
| RMU max 2du/ac | No, max density | Yes | No, uses | No, uses | No, uses | No, uses | No, uses | No, uses | No, uses |
| LDR max 4du/ac | No, max density | No, max density | Yes | No, uses | No, uses | No, uses | No, uses | No, uses | No, uses |
| LDMU max 7du/ac | No, max density | No, max density | Yes | Yes | No, uses | No, uses | No, uses | No, uses | No, uses |
| MDR max 10du/ac | No, max density | No, max density | Yes | Yes | No, uses | No, uses | No, uses | No, uses | No, uses |
| HDR max 18du/ac | No, max density | No, max density | Yes | Yes | No, uses | No, uses | No, uses | No, uses | No, uses |
| HDMU max 25du/ac | No, max density | No, max density | Yes | Yes | Yes | No, uses | No, uses | No, uses | No, uses |
| Com max 25du/ac | No, max density | No, max density | Yes | Yes | Yes | No, res use | No, uses | No, uses | No, uses |
| HC/LI FLU-restricted max 25du/ac | No, uses | No, uses | No, uses | Yes | Yes | Yes | No, uses | No, uses | No, uses |
| Ind No res allowed | No, uses | No, uses | No, uses | No, uses | No, uses | Yes | No, uses | No, uses | No, uses |
| Rec No res allowed | Yes | Yes | Yes | Yes | Yes | No, uses | Yes | Yes | No, uses |
| Con No res allowed | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Pub No res allowed | No, uses | No, uses | No, uses | No, uses | No, uses | Yes | Yes | No, uses | No, uses |

For every combination of zoning district and FLU category represented by the table, "Yes" indicates the zoning is consistent with the FLU. "No" indicates zoning inconsistency with the FLU, primarily for the reason noted.

(Ord. No. 2015-56, § 1, 12-10-2015)

Supp. 3

LDC 3:7

Also, LDC Chapter 3, Article 2, Section 3-2.7(f) states:
*Rezoning to MDR.*
*Medium Density Residential zoning maybe established only within the Mixed-Use Suburban (MU-S) and Mixed-Use Urban (MU-U) future land use categories. The district is suitable for suburban or urban areas with central water and sewer and developed street networks. The district is appropriate to provide transitions between areas zoned or used for low density residential and areas zoned or used for high density residential or mixed-use.*

**The proposed re-zoning is consistent with the Land Development Code.**

C. Compatibility with surroundings

The parcel is bordered by five (5) MDR zoned parcels, one (1) MDR/HDMU split zoned parcel, and one HDMU zoned parcel.

All the parcels within 500' of the subject parcel appear to be of a single family residential use or are not developed.

**The proposed re-zoning is compatible with the surrounding uses.**

D. Appropriate if Spot Zoning

The existing parcel exists as a spot zoning today being completely surrounded by MDR, HDMU, or MDR/HDMU split zoned parcels.

**Proposed re-zoning would correct a current "spot zoning" situation.**

E. Appropriate with changed or changing conditions

We are not aware of any known or changed conditions that would affect the proposed rezoning request.

Recorded in Public Records 09/14/2005 at 04:41 PM OR Book 5729 Page 791, Instrument #2005420058, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $35.50 Deed Stamps $1089.90

This Instrument Prepared By:
JAMES S. CAMPBELL
Beggs & Lane, RLLP
501 Commendencia Street
Pensacola, Florida 32502
(850) 432-2451
File Number: 9608-43808

Parcel ID#29-2S-31-2002-000-000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

# WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **Isauro P. Baradi and Estella Ranchez Baradi, husband and wife** (herein "Grantor"), whose address is 850 N. Alexandria Avenue, Los Angeles, CA 90029, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt, adequacy and sufficiency of which is hereby acknowledged, does hereby bargain, sell, remise, confirm, convey and grant unto **Dogtrack Area Developers, LLC, a Florida limited liability company** (herein "Grantee"), whose address is 3838 N. Palafox Street, Pensacola, Florida 32505, and Grantee's successors and/or assigns, forever, the following described real property located in Escambia County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO

Subject to those certain matters all as more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Permitted Exceptions").

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead, in fee simple forever. And Grantor covenants that Grantor is well seized of an indefeasible estate in fee simple in said property and has a good right to convey the same; that it is free of lien or encumbrances, and that Grantor, Grantor's heirs, executors, administrators, successors and assigns, will forever warrant and defend title to the above-described property against the lawful claims of all persons whomsoever, subject to the Permitted Exceptions set forth herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 31st day of August, 2005.

Signed, sealed, and delivered
in the presence of:

Print Name: Joseph H. Casey

Print Name: Ricky Alvarez

Isauro P. Baradi

Estella Ranchez Baradi

STATE OF CALIFORNIA
COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 31st day of August, 2005, by Isauro P. Baradi and Estella Ranchez Baradi, husband and wife, who did not take an oath and who:

✓ is/are personally known to me.
✓ produced CA DL LICENSES as identification.

Notary Public
JASMIN P. BUENVIAJE
Name of Notary Printed
My Commission Expires: Aug 27, 2006
Commission Number: 1372133

(Notary Seal Must Be Affixed)

JASMIN P. BUENVIAJE
Commission # 1372133
Notary Public - California
Los Angeles County
My Comm. Expires Aug 27, 2006

C:\MyDocuments\Dogtrack Area Developers\Baradi\Deed Permitted Exceptions

**EXHIBIT "A"**

Beginning at Northwest corner of Section 29, Township 2 South, Range 31 West, thence South 990 feet to the Point of Beginning thence continue South 660 feet, thence East 660 feet thence North 660 feet, thence West 660 feet to the Point of Beginning, LESS State ditch. Together with ingress and egress easement set forth in Official Records Book 1536, Page 205, of the public records of Escambia County, Florida.

**EXHIBIT "B"**
**Permitted Exceptions**

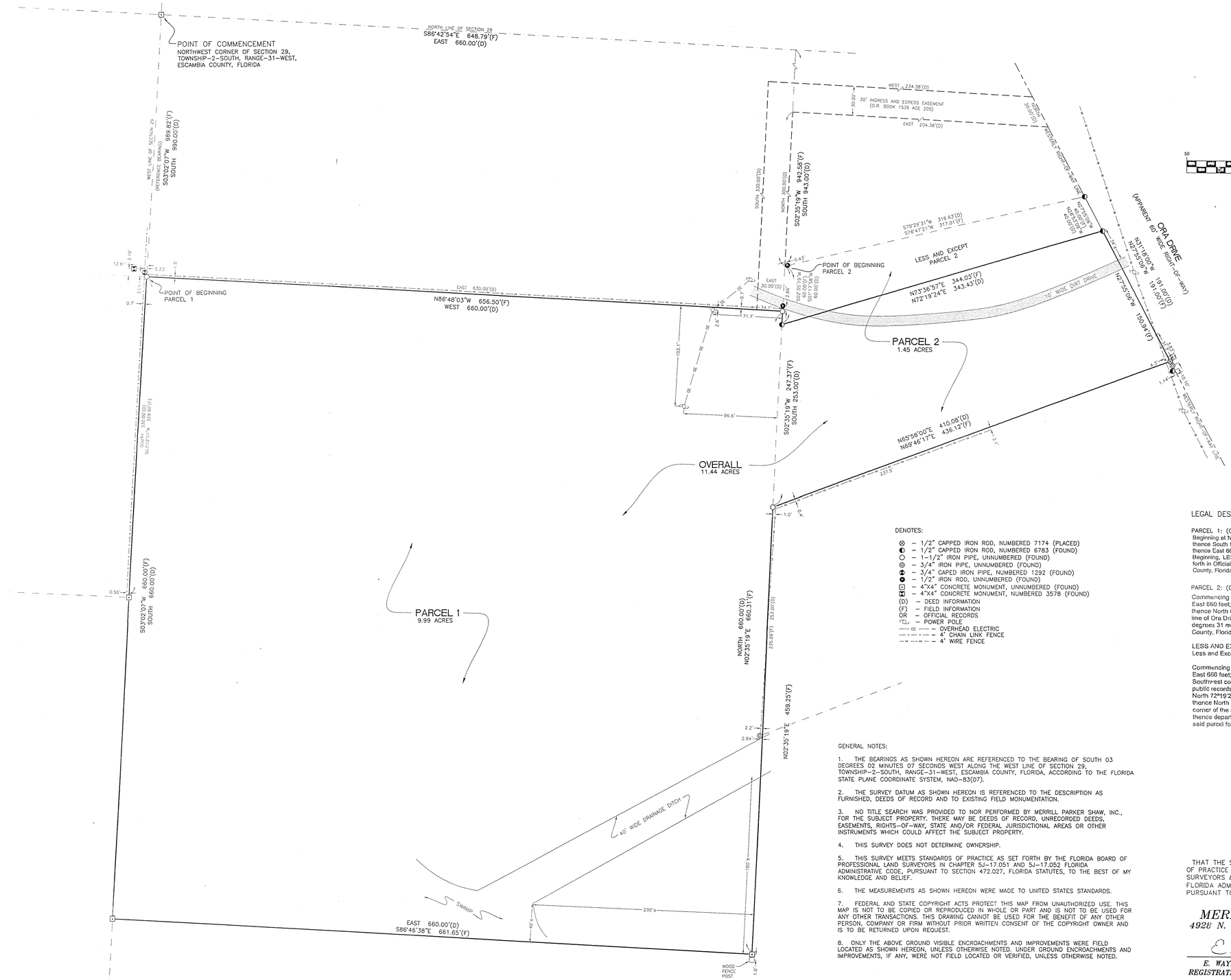
1. Taxes for the year 2005.

2. Easement for ingress and egress recorded in Official Records Book 1536, Page 205, of the public records of Escambia County, Florida.

3. Mineral Deed recorded in Official Records Book 768, Page 101, of the public records of Escambia County, Florida. No determination has been made as to the current record owner of said reservations.

# BOUNDARY SURVEY

## OF A PORTION OF SECTION 29, TOWNSHIP–2–SOUTH, RANGE–31–WEST, ESCAMBIA COUNTY, FLORIDA.




GRAPHIC SCALE

50 0 25 50 100 200

( IN FEET )
1 inch = 50 ft.

DENOTES:

- ⊗ – 1/2" CAPPED IRON ROD, NUMBERED 7174 (PLACED)
- ◐ – 1/2" CAPPED IRON ROD, NUMBERED 6783 (FOUND)
- ○ – 1–1/2" IRON PIPE, UNNUMBERED (FOUND)
- ◎ – 3/4" IRON PIPE, UNNUMBERED (FOUND)
- ◓ – 3/4" CAPED IRON PIPE, NUMBERED 1292 (FOUND)
- ● – 1/2" IRON ROD, UNNUMBERED (FOUND)
- ⊡ – 4"X4" CONCRETE MONUMENT, UNNUMBERED (FOUND)
- ⊠ – 4"X4" CONCRETE MONUMENT, NUMBERED 3578 (FOUND)
- (D) – DEED INFORMATION
- (F) – FIELD INFORMATION
- OR – OFFICIAL RECORDS
- ○ – POWER POLE
- —OE— – OVERHEAD ELECTRIC
- —x—x— – 4' CHAIN LINK FENCE
- —W—W— – 4' WIRE FENCE

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE BEARING OF SOUTH 03 DEGREES 02 MINUTES 07 SECONDS WEST ALONG THE WEST LINE OF SECTION 29, TOWNSHIP–2–SOUTH, RANGE–31–WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD–83(07).

2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED, DEEDS OF RECORD AND TO EXISTING FIELD MONUMENTATION.

3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY MERRILL PARKER SHAW, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS–OF–WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.

4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.

5. THIS SURVEY MEETS STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J–17.051 AND 5J–17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

6. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.

7. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTIONS. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.

8. ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDER GROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.

LEGAL DESCRIPTION:

PARCEL 1: (O.R. BOOK 5729, PAGE 791)
Beginning at Northwest corner of Section 29, Township 2 South, Range 31 West, thence South 990 feet to the Point of Beginning thence continue South 660 feet, thence East 660 feet thence North 660 feet, thence West 660 feet to the Point of Beginning, LESS State ditch. Together with ingress and egress easement set forth in Official Records Book 1536, Page 205, of the public records of Escambia County, Florida.

PARCEL 2: (O.R. BOOK 5738, PAGE 272)
Commencing at the Northwest corner of Section 29, Township 2 South, Range 31 West; thence East 660 feet; thence South 943 feet to point of beginning; thence continue South 253 feet; thence North 65 degrees 58 minutes East 410.08 feet, more or less to the Westerly right-of-way line of Ora Drive (66' R/W); thence North 31 degrees 18 minutes West 191 feet; thence South 73 degrees 31 minutes West 316.63 feet to the point of beginning. All lying and being in Escambia County, Florida.

LESS AND EXCEPT:
Less and Except portion of Legal Description prepared at Client's request.

Commencing at the Northwest corner of Section 29, Township 2 South, Range 31 West; thence East 660 feet; thence South 943 feet to Point of Beginning, said Point of Beginning also being the Southwest corner of that parcel of land recorded in Official Records Book 1156 at page 498 of the public records of Escambia County, Florida; thence South 01°17'58" West for 60.60 feet; thence North 72°19'24" East for 343.43 feet to the Westerly right-of-way line of Ora Drive (66' R/W); thence North 26°53'09" West along said Westerly right-of-way line for 40.00 feet to the Southeast corner of the aforementioned parcel of land recorded in Official Records Book 1156 at page 498; thence departing said Westerly right-of-way line South 75°29'31" West along the South line of said parcel for 316.63 feet to the Point of Beginning. Containing 0.364 acres, more or less.

THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J–17.051 AND 5J–17.052, PURSUANT TO CHAPTER 472.027, FLORIDA STATUES.

*MERRILL PARKER SHAW, INC.*
*4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503*

*E. Wayne Parker 2/22/18*

*E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR*
*REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174*
*STATE OF FLORIDA*

COPYRIGHT © 2018 BY MERRILL PARKER SHAW, INC.

| NO. | DATE | APPR. | REVISIONS: |
|---|---|---|---|
| | | | |

E. WAYNE PARKER 3683 REGISTERED PROFESSIONAL SURVEYOR STATE OF FLORIDA

**MERRILL PARKER SHAW, INC.**
PROFESSIONAL LAND SURVEYING SERVICES
4928 N. DAVIS HWY
PENSACOLA, FL. 32503
PH: (850) 478-4923
FAX: (850) 478-4924
FLORIDA CORPORATION NUMBER 7174

| SCALE: 1" = 50' | DRAWN: AES | DATE: 2/22/18 |
|---|---|---|
| | CHECKED: EWP | FIELD BOOK: 373, PAGES: 46–47 |
| | | FIELD DATE: 2/7/18 |

BOUNDARY SURVEY
OF A PORTION OF SECTION 29, TOWNSHIP–2–SOUTH, RANGE–31–WEST, ESCAMBIA COUNTY, FLORIDA.

REQUESTED BY: TOM HAMMOND
PREPARED FOR: HAMMOND ENGINEERING, INC.

| JOB NO. | SHEET |
|---|---|
| 18–10313–S–1 | 1 OF 1 |

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

**INTEROFFICE MEMORANDUM**

**TO:** **Juan C. Lemos, CFM, 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:** **March 15, 2018**

**RE:** **Transportation & Traffic Operations (TTO) Comments – Z-2018-04**

TTO Staff has reviewed the Rezoning Case (Z)-2018-04, Behind 1529 Ora Drive, agenda item for the Planning Board meeting scheduled for May 1, 2018. Please see the below comments.

There are no ongoing projects on Ora Drive. Additionally, 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, Ora Drive is classified as a local street and assumed to be functioning within its allowable capacity for traffic volumes. The closest roadway listed in the plan is Dog Track Road which is classified as a Major Collector. The maximum level-of-service (LOS) for this roadway segment is LOS D (17,700 trips/day), and as of year 2016 the roadway segment had 6,000 daily 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

# 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

5/1/18

Please Print Clearly

**Meeting Date:** Z-2018-04

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** Z-2018-04

**OR**

**Regular Planning Board Meeting**

**Agenda Item Number/Description:**

_____ In Favor _____ Against

*Name: Theresa Blackwell

*Address: 9535 Town Ridge Rd *City, State, Zip: Pcola 32526

Email Address: theresa.blackwell@gmail.com Phone: 727-510-3685

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

# Z-2018-05

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

---

Case #: Z-2018-05
Applicant: Cynthia Mather, Agent for Airplane Services, Inc., Owner

Address: 5900 W. Nine Mile Rd.

Property size: 10.19 (+/-) acres
From: HDMU, High Density Mixed-use district (25 du/acre) and Com, Commercial district (25 du/acre)
To: Com, Commercial district (25 du/acre)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 1st day of May 2018, commencing at approximately 9:08 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.



PLANNING BOARD

BOARD MEMBERS PRESENT:
WAYNE BRISKE, Chair — District 5
JAY INGWELL — District 1
REID RUSHING — At Large
ALAN GRAY — At Large
WILLIAM CLAY — District 3
ERIC FEARS — District 4
PATTY HIGHTOWER — School Board
STEPHEN OPALENIK — Navy

PLANNING BOARD STAFF PRESENT:
MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, DIRECTOR
KAYLA MEADOR
JUAN LEMOS
ALLYSON CAIN

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P R O C E E D I N G S

THE CHAIRMAN: We will move directly into our next case, Z-2018-05.

The applicant is Cynthia Mather, the agent for Airplane Services, Incorporated, who is the owner, 5900 West Nine Mile Road, 10.19 plus or minus acres, from HDMU, which is high density mixed-use to commercial, commercial district.

At this time I'll ask members of the board, has there been any ex parte communication between you, the applicant, agents, attorneys, witnesses or any other Planning Board members or members of the public?

Also, please disclose if you have visited the subject property and disclose if you are a relative or business associate of any of the parties.

MR. OPALENIK: No to all.

THE CHAIRMAN: Thank you.

MS. HIGHTOWER: No to all.

MR. GRAY: No to all, Mr. Chairman.

THE CHAIRMAN: All right.

Chairman, no to all.

MR. FEARS: No to all.



MR. INGWELL: No to all. I'm familiar with the property.

MR. CLAY: No to all.

MR. RUSHING: And no to all.

THE CHAIRMAN: Thank you, board members.

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

MS. MEADOR: Yes, sir.

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

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. As long as there are no objections for Ms. Mather -- Yes. If you would just say if you have any objections to the maps and photography being presented.

MS. MATHER: No, sir.

THE CHAIRMAN: No objections. Okay.

The staff will present those. And then we'll bring you up to the podium. Okay.

MS. CAIN: Good morning, Chairman, board members.

Allyson Cain, Development Services.

This is the rezoning at 5900 West Nine Mile Road, Z-2018-05, going from HDMU and commercial to commercial.

This is the location map showing the location of the parcel on Nine Mile and Beulah Road.

This is the zoning map showing the two zonings of commercial and HDMU with the surrounding of LDR, HCLI.

This is the future land use, showing the current future land use of the parcel as mixed-use suburban and surrounding as well.

This is the existing land use of the parcel and the parcels surrounding the site.

And this is the AIPD-2 airfield map.

This is the aerial photo showing the parcel in question.

And this is our public hearing sign posted on site.

This is looking into the subject parcel from Nine Mile Road.

This is just another view looking west on -- along the property line on Nine Mile Road.

This is looking into the subject parcel from the corner and its entrance of the site from corner of Beulah and Nine Mile Road.

This is looking south from the subject property across Nine Mile.



This is looking east along Nine Mile from the intersection of Beulah and Nine Mile Road.

And this is looking south from the corner of Beulah and Nine Mile.

This is an aerial photo of the entire parcel. I figure this would be a little easier to look at with the two different zonings.

The one being in the lower right corner is the commercial portion, and then the rest of the site is HDMU.

And that's the photographs and maps.

THE CHAIRMAN: Okay. Thank you, Allison.

Board members, any questions on the maps or photography?

(No response.)

THE CHAIRMAN: Okay. At this time, Ms. Mather, if you'll come up to the podium, please be sworn in, and then state your name and address for the record.

- - -

CINDY MATHER, upon being duly sworn, was examined and testified as follows:

- - -

MS. MATHER: Hi. My name is Cindy Mather. I'm at 8640 Klondike Road, Pensacola. And I



apologize for approaching too soon.

THE CHAIRMAN: That's okay.

Before you get started, you said Mather? Or Mathis?

MS. MATHER: It's Mather.

THE CHAIRMAN: -t-h-e-r?

MS. MATHER: Correct.

THE CHAIRMAN: I'm sorry. It was on our sheet as Mathis.

MS. MATHER: I am here representing Mr. Ellis Stewart.

THE CHAIRMAN: Okay. Let me just get a couple of formalities on the record.

In quasi-judicial, we have to ask these questions of you as we go. Okay.

Did you receive a copy of the Planning Board hearing rezoning package and the findings of fact?

MS. MATHER: I did.

THE CHAIRMAN: Okay. And do you understand that you have the burden of providing substantial, competent evidence that this proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan, and is not



in conflict with the Land Development Code?

MS. MATHER: I do.

THE CHAIRMAN: All right. Thank you. Now you can go. Sorry.

MS. MATHER: As you can tell, I'm very nervous and want this over with.

THE CHAIRMAN: That's okay. We'll walk you through it.

MS. MATHER: Okay.

I am representing Mr. Ellis. And he is the owner of the property.

Currently it is commercial, HDMU. It is in the FLU MUS.

He is asking that the whole parcel be zoned commercial, to be more in keeping with what is going on in the area, the growth that is in the area.

At this time, commercial is allowed within the FLU MUS zoning across -- And I did submit a map outlining all the parcels and what's currently on the parcels surrounding.

He is across the street from the Tom Thumb and the vet, and the Dollar General, and the --

THE CHAIRMAN: Let me just ask you a quick question --

MS. MATHER: Sure.
THE CHAIRMAN: -- about what you submitted.
Staff members, is that included in our package? The information that she submitted?
I just want to make sure if it's something that's not been included in the findings of fact, that we have to bring it into evidence so that it's part of the record, whatever you submitted.
Do you remember when you submitted that? Was that in the application process?
MS. MATHER: (Nods head up and down.)
THE CHAIRMAN: Okay.
Let's just see if we have that on record because we want to make sure we have your document.
MS. CAIN: Yes, sir. It's now showing on the screen.
THE CHAIRMAN: Okay. So this is the document --
MS. MATHER: Yes.
THE CHAIRMAN: -- that you submitted. Okay. Very good.
I just wanted to make sure it was in



evidence. Okay.
Go ahead, please.
MS. MATHER: Okay. It's . . . I would go line by line, but the gentleman before me did a very good job of that.
The commercial zoning would allow for residential, mobile home park. So the mobile home park would be able to stay. Some retail sales and services.
Actually, the HDMU is kind of a spot zoning, so we're really wanting to lift it out of that and make it commercial so it would be more compatible with, like I said, the surrounding area.
THE CHAIRMAN: The area out there is definitely changing a lot very quickly. Okay.
Board members, any questions?
We'll give you an opportunity to present more information after we hear from the staff's findings.
But at this time, board members, any questions?
(No response.)
THE CHAIRMAN: Okay. All right. If you'll just have a seat, we'll let the staff



present, and then we'll come back to you.
All right.
MS. CAIN: Again, Allyson Cain, urban planner.
This is in the rezoning at 5900 West Nine Mile Road, from HDMU and commercial to commercial.
On the criteria consistent with the Comprehensive Plan, the proposed amendment to commercial is consistent with the intent and purpose of the future land use mixed-use suburban.
The property is along Nine Mile Road. Mixed-use suburban. I apologize.
The property is located along Nine Mile Road, which is a minor arterial, and currently has commercial business on the corner of Nine Mile and Beulah, as well as a mobile home park on the parcel.
There are several other commercial developments in the area of the proposed zoning.
Criteria B, consistent with the Land Development Code.
The proposed amendment is consistent with the Land Development Code. The commercial



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 stay compatible with the surrounding uses, all the commercial operations within a commercial district are limited to the confines of a building, and they are not allowed to produce undesirable effects on surrounding properties.
If a current, legal nonconforming use expands beyond the current commercial boundary, the applicant must apply for conditional use and the development review.
The parcel meets locational criteria due to the fact that it is along an arterial road and also at the intersection of an arterial and collector roadway.
The parcel is in the AIPD-2 area, which does not modify intensity or the lot sizes. And this -- the zoning would determine -- The zoning

would determine the densities allowed.

Compatible with surrounding uses. The proposed amendment is compatible with the surrounding existing uses in the area.

There were districts that were LDR, MDR, HCLI and commercial.

There's a car lot, a mobile home park, a convenience store, a church, a single-family residence, as well as a school and other commercial developments that are currently in the development stage.

The Criteria D, appropriate if spot zoning.

Currently the parcel consists of two zonings: HDMU, high density mixed-use, and commercial.

The majority of the parcel is HDMU, which would be considered a spot zoning, due to the fact that there is no other HDMU zonings in the area.

Changing the split-zone parcel from high density mixed-use and commercial to commercial would remove the split zoning and allow more commercial activities that would be compatible with the commercial uses along Nine Mile Road.



Criteria E, appropriately changed conditions.

The land uses or development conditions within the area surrounding the parcel of the zoning, they have changed.

The area along Nine Mile Road is growing with the additions of upcoming subdivisions, Navy Federal, new middle school and the improvements to Nine Mile Road.

The request to rezone to commercial would allow for a range of commercial developments that would provide services to the neighboring subdivisions.

And that concludes our staff findings.

THE CHAIRMAN: Thank you, Allyson.

Board members, any questions on the findings of fact?

I thought in this case it might be appropriate to hear from our Navy representative just for a minute because some of the board members may not be familiar with all of the different airfield influenced planning district. Is that right?

MR. OPALENIK: Yes. That's correct.

THE CHAIRMAN: If you'll just give a brief



update on that.

MR. OPALENIK: So AIPD-2 is less restrictive. And as staff stated, the density and lot sizes are not affected if we would follow the Land Development Code.

In this case, if I had any concerns, it would be height restrictions as they go on, certainly as long as -- Well, eight is -- Well, there's still overflight, still noise concerns, although I think that corner is pretty low on the noise scale, so not a lot of noise concerns there, but it is a place where it would require notification of any new tenants moving in, so that's pretty safe for AIPD-2.

THE CHAIRMAN: Okay. And if eight is ever relocated, then this goes away.

MR. OPALENIK: Exactly.

MR. JONES: Mr. Briske, I do want to say, like you said previously, that we do not look at the uses, but any use that comes into this area, they would have to have a site plan review process.

And they are contacted. The Navy liaison, he's contacted. So he'll make sure whatever the use is, look at the height restrictions as well,



so I want to put that for the record, for whatever the use may be. They're still part of our review process.

THE CHAIRMAN: All right. Thank you, sir. I just wanted to let some of our newer board members hear about this because it's not often that we get a case that has the airfield planning districts in them. So, okay.

Any other questions for staff at this time?

(No response.)

THE CHAIRMAN: Okay.

Ms. Mather, did you have anything else you would like to add?

MR. MATHER: No.

THE CHAIRMAN: Okay. I do not have anyone signed up from members of the public.

Is there anything here wishing to speak on this matter?

(No response.)

THE CHAIRMAN: Okay. Hearing none, we will not go into the public comment portion.

At this time, board members, either questions or Chair will entertain a motion.

UNIDENTIFIED MAN: Mr. Briske, I have one

quick question. When you look at --
MR. JONES: You've got to come to the mic. We have a recording, and he's got to --
THE CHAIRMAN: Yes, sir. You'll have to be sworn in.
- - -
WILLIAM STEWART, upon being duly sworn, was examined and testified as follows:
- - -
THE CHAIRMAN: All right, sir.
Your name and address, please.
MR. STEWART: Name is William Stewart, 9228 Bell Ridge Drive, Pensacola, Florida.
THE CHAIRMAN: Okay, sir.
MR. STEWART: Quick question. Looking at the map, on the opposite corner, I think it's about 20, 25 acres. There used to be a little white house. Then it was a bar that burned down a couple years ago.
What is that use? I know it's marked commercial on your map.
Where do they plan on putting that?
THE CHAIRMAN: We don't have any information about that. It would just be whatever would be allowed in the commercial



district, unless they come in for a rezoning to the Planning Board.
MR. STEWART: Okay. Thank you.
THE CHAIRMAN: All right. That's it? Okay.
Any other members of the public that wish to speak on this matter?
VOICE IN THE AUDIENCE: I think it's Circle K.
THE CHAIRMAN: All right. The Chair will entertain a motion.
MR. FEARS: I make motion we approve Z-2018-05, based on compliance with the criteria.
MR. INGWELL: I second that.
THE CHAIRMAN: I have a motion and a second. Is there further discussion?
(No response.)
THE CHAIRMAN: All those in favor, say aye.
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries unanimously.
(Hearing concluded at 9:22 a.m.)



CERTIFICATE OF REPORTER

STATE OF FLORIDA )
)
COUNTY OF ESCAMBIA )

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board proceedings; and that the transcript is a true record of the proceedings contained herein.
I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

**Planning Board-Rezoning** **7. B.**

**Meeting Date:** 05/01/2018

**CASE :** Z-2018-05

**APPLICANT:** Cynthia Mather, Agent for Airplane Services, Inc, Owner

**ADDRESS:** 5900 W Nine Mile Rd

**PROPERTY REF. NO.:** 06-1S-31-4402-000-000

**FUTURE LAND USE:** MU-S, Mixed-Use Suburban

**DISTRICT:** 1

**OVERLAY DISTRICT:** AIPD2, OLF 8

**BCC MEETING DATE:** 06/07/2018

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**SUBMISSION DATA:**

**REQUESTED REZONING:**

**FROM: HDMU, High Density Mixed-use district (25 du/acre) and Com, Commercial district (25 du/acre)**

**TO: Com, Commercial district (25 du/acre)**

**RELEVANT AUTHORITY:**

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

**APPROVAL CONDITIONS**

**Criterion a., LDC Sec. 2-7.2(b)(4)**

**Consistent with Comprehensive Plan**

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.

**Comp Plan Policy (CPP) FLU 1.3.1 Future Land Use Categories**. The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The maximum residential density is twenty five dwelling units per acre.

**CPP FLU 1.5.1 New Development and Redevelopment in Built Areas.** To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

**FINDINGS**

The proposed amendment to Com **is consistent** with the intent and purpose of Future Land Use category MU-S as stated in CPP FLU 1.3.1. The FLU category allows for a mixture of commercial and residential development. The property is located along Nine Mile Rd, a minor arterial, and currently has a commercial business on the corner of Nine Mile and Beulah as well as a mobile home park. There are several other commercial developments in the area of the proposed zoning.

**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. 3-2.9 High density mixed use district (HDMU)**

Purpose. The High Density Mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

**Sec. 3-2.10 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.

**(b) Permitted uses.** Permitted uses within the Commercial district are limited to the following:

**(1) Residential**. The following residential uses are allowed throughout the district, but if within the Commercial (C) future land use category they are permitted only if part of a predominantly commercial development:

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

b. Manufactured (mobile) homes, including new or expanded manufactured home parks or subdivisions.

c. Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions.

d. Two-family and multi-family dwellings.

See also conditional uses in this district.

**(2) Retail sales**. Retail sales, including Low-THC marijuana dispensing facilities, sales of alcoholic beverages and automotive fuels, but excluding motor vehicle sales and permanent outdoor storage. See also conditional uses in this district.

**(3) Retail services**. The following retail services, excluding permanent outdoor storage:

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, but excluding major motor vehicle or boat service or repair, and outdoor work.

g. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

See also conditional uses in this district.

**(4) Public and civic**.
a. Broadcast stations with satellite dishes and antennas, including towers.
b. Cemeteries, including family cemeteries.
c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.
d. Educational facilities, including preschools, K-12, colleges, and vocational schools.
e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
f. Foster care facilities.
g. Funeral establishments.
h. Hospitals.
i. Offices for government agencies or public utilities.
j. Places of worship.
k. Public utility structures, including telecommunications towers, but excluding any industrial uses.
l. Warehousing or maintenance facilities for government agencies or for public utilities.
See also conditional uses in this district.
**(5) Recreation and entertainment.**
a. Campgrounds and recreational vehicle parks on lots five acres or larger.
b. Indoor recreation or entertainment facilities, including movie theaters, bowling alleys, skating rinks, arcade amusement centers, bingo facilities and shooting ranges, but excluding bars, nightclubs or adult entertainment facilities.
c. Marinas, private and commercial.
d. Parks without permanent restrooms or outdoor event lighting.
See also conditional uses in this district.
**(6) Industrial and related.**
a. Printing, binding, lithography and publishing.
b. Wholesale warehousing with gross floor area 10,000 sq.ft. or less per lot.
See also conditional uses in this district.
**(7) Agricultural and related.**
a. Agricultural food production primarily for personal consumption by the producer, but no farm animals.
b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.
c. Veterinary clinics.
See also conditional uses in this district.
**(8) Other uses.**
a. Billboard structures.
b. Outdoor storage if minor and customarily incidental to the allowed principal use, and if in the rear yard, covered, and screened from off-site view, unless otherwise noted.
c. Parking garages and lots, commercial.
d. Self-storage facilities, excluding vehicle rental.

**(e) Location criteria**. All new non-residential uses proposed within the Commercial district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy at least one of the following location criteria:

**(1) Proximity to intersection.** Along an arterial or collector street and within one-quarter mile of its intersection with an arterial street.

**(2) Proximity to traffic generator.** Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator.

**(3) Infill development.** Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the Commercial district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

**(4) Site design**. Along an arterial or collector street, no more than one-half mile from its intersection with an arterial or collector street, not abutting a single-family residential zoning district (RR, LDR or MDR), and all of the following site design conditions:

a. Any Intrusion into a recorded subdivision is limited to a corner lot.

b. A system of service roads or shared access is provided to the maximum extent made feasible by lot area, shape, ownership patterns, and site and street characteristics.

c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

**(5) Documented compatibility.** A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the potential uses of parcel that were not anticipated by the alternative criteria, and the proposed use, or rezoning as applicable, will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

**a.** The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.

**b**. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

**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.
**(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 intent and purpose of the Land Development Code. The Commercial 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. If a current legal non conforming use expands beyond the current commercial boundary, the applicant must apply for a Conditional use and a development review process. The parcel meets the locational criteria due to the fact that it is along an arterial road and also at the intersection of an arterial roadway and a collector roadway. The parcel is in AIPD-2 which does not modify the density or lot sizes. The zoning would determine the density allowed.

**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 LDR, MDR, HC/LI and Com. There is a car lot, mobile home park, convenience store, church, single-family residences, as well as a school and other commercial developments currently in the development stage.

**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**

Currently the parcel consists of two zoning districts, HDMU and Com. The majority of the parcel is HDMU, which would be considered spot zoning due to the fact there is no other HDMU in the area. Changing the split zoned parcel from High Density Mixed-use and Commercial to Commercial will remove the split zoning while allowing for more commercial activity that would be compatible with the commercial uses along Nine Mile Road, resulting in a logical and orderly development pattern.

**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** changed. The area along Nine Mile Rd is growing with the additions to Navy Federal, upcoming subdivisions, new middle school and improvements to Nine Mile Rd. The request to rezone to Commercial will allow for a range of commercial developments that could provide services to the neighboring subdivisions.

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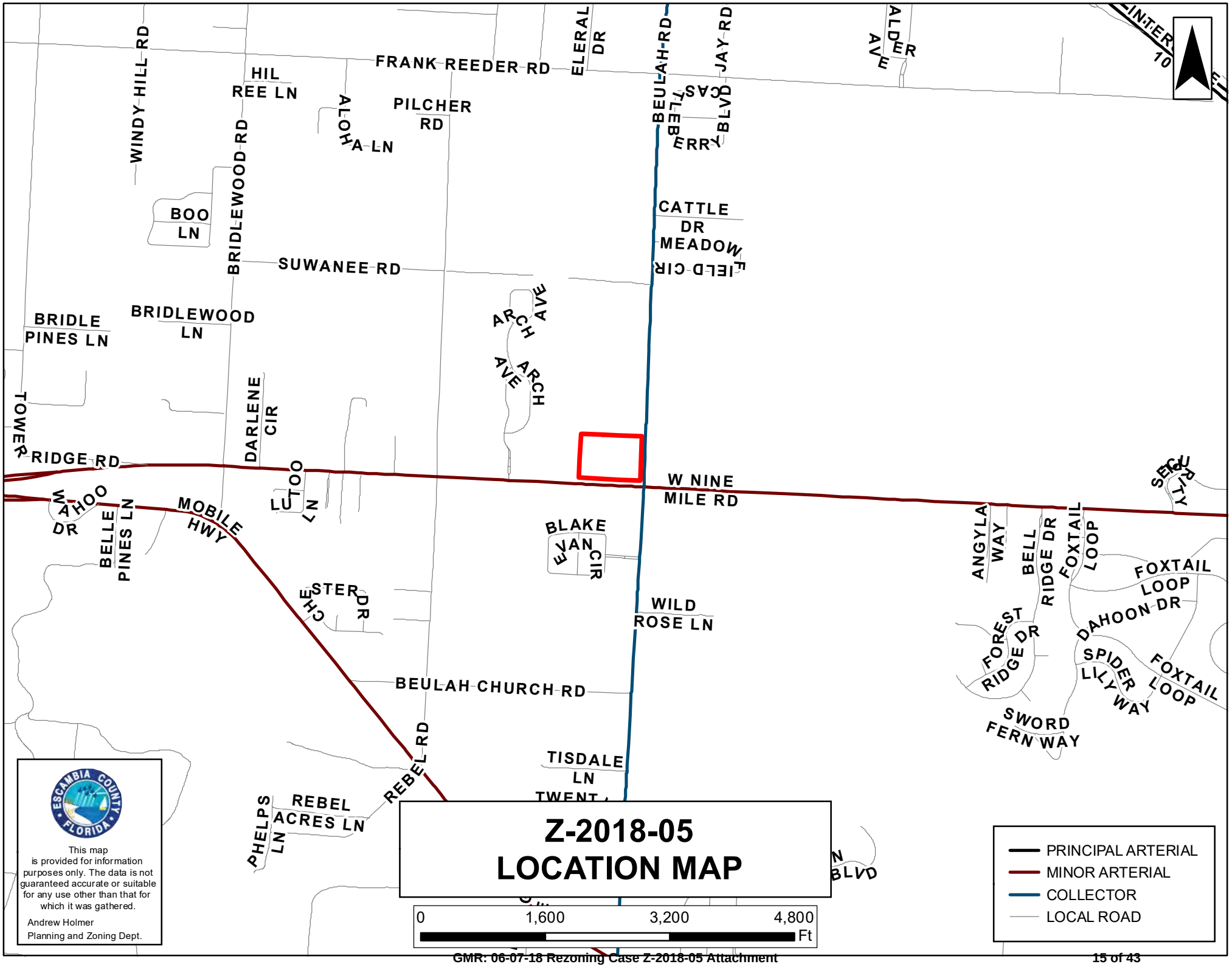
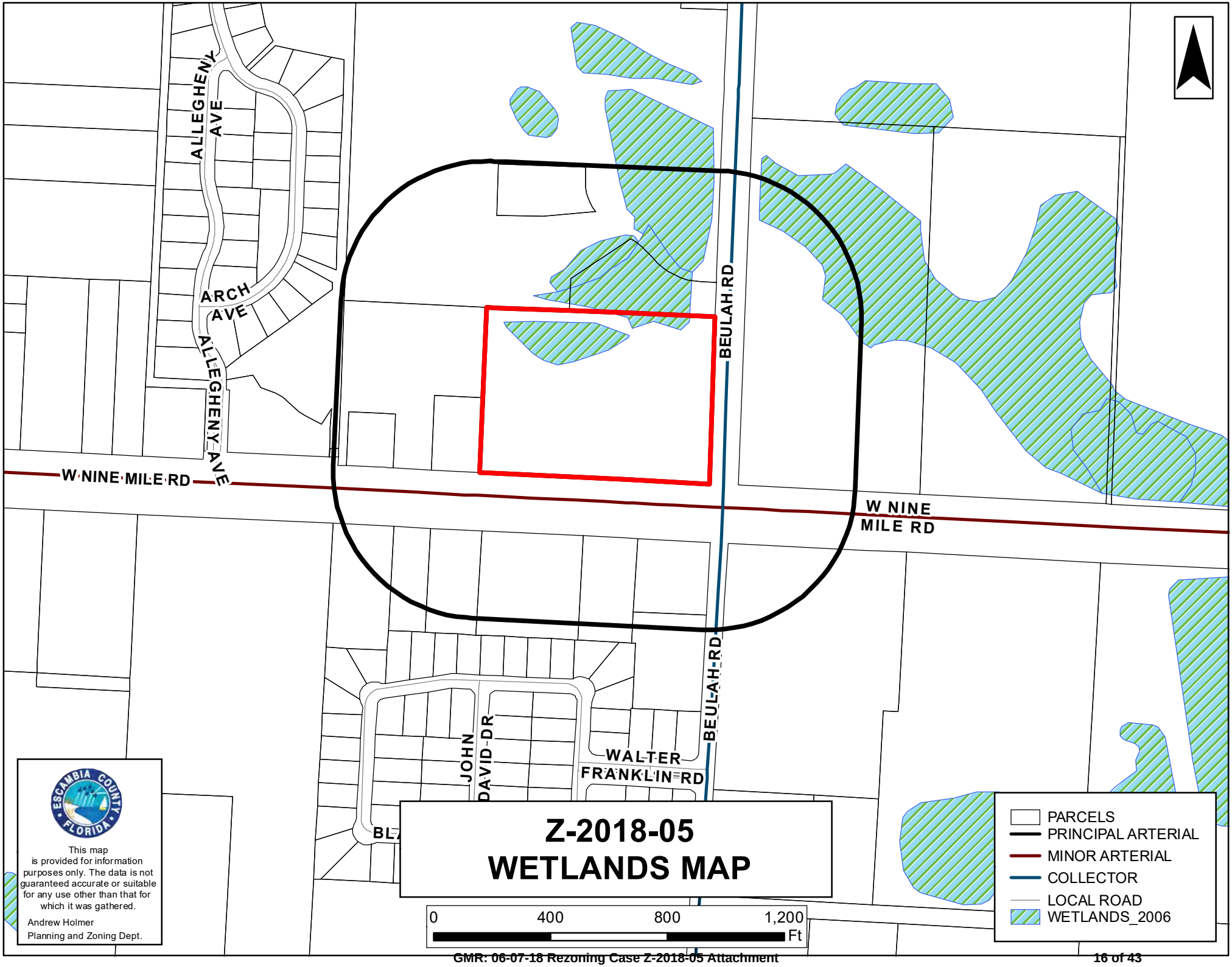
## Attachments

Working Case File




# Z-2018-05
# LOCATION MAP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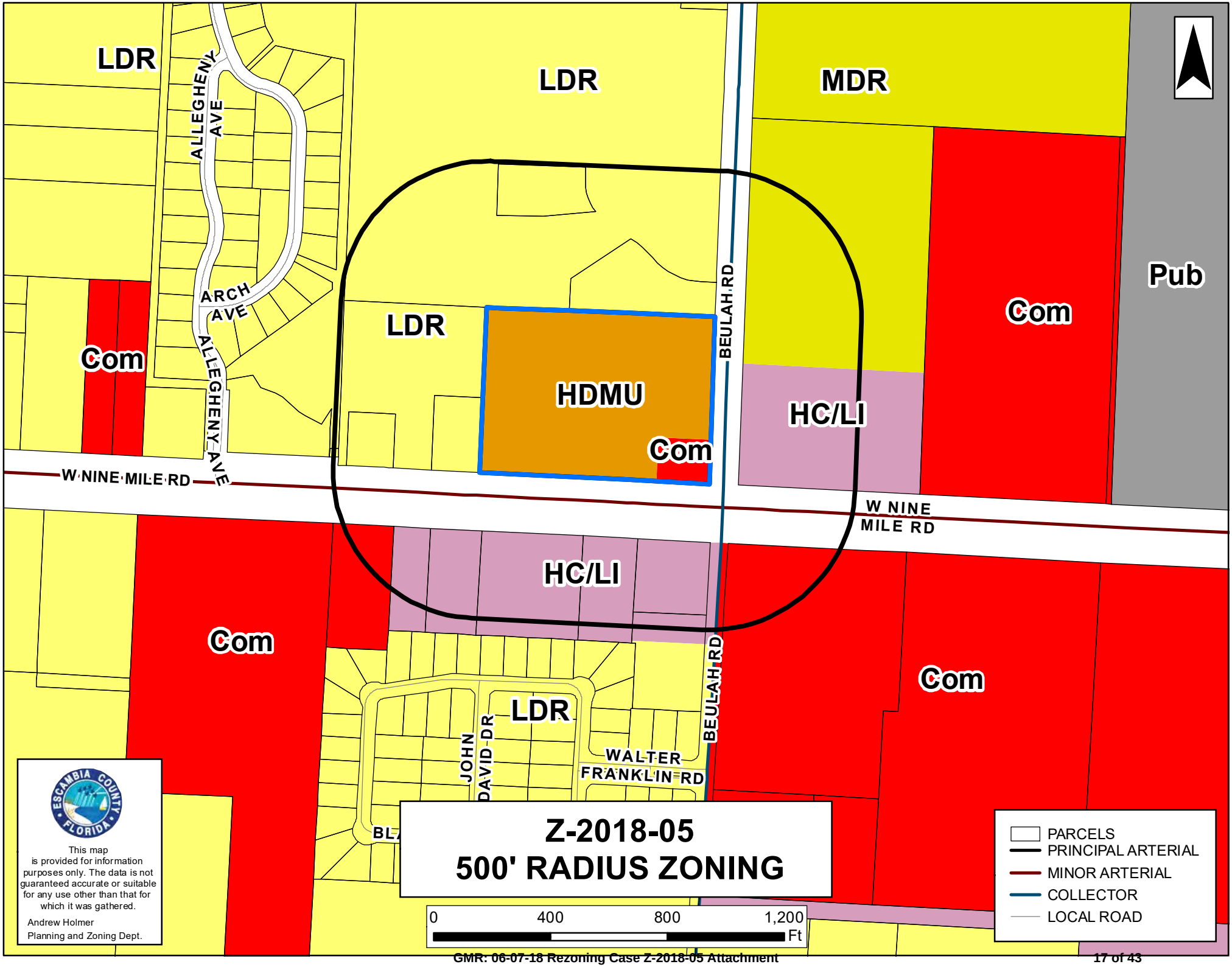
Andrew Holmer
Planning and Zoning Dept.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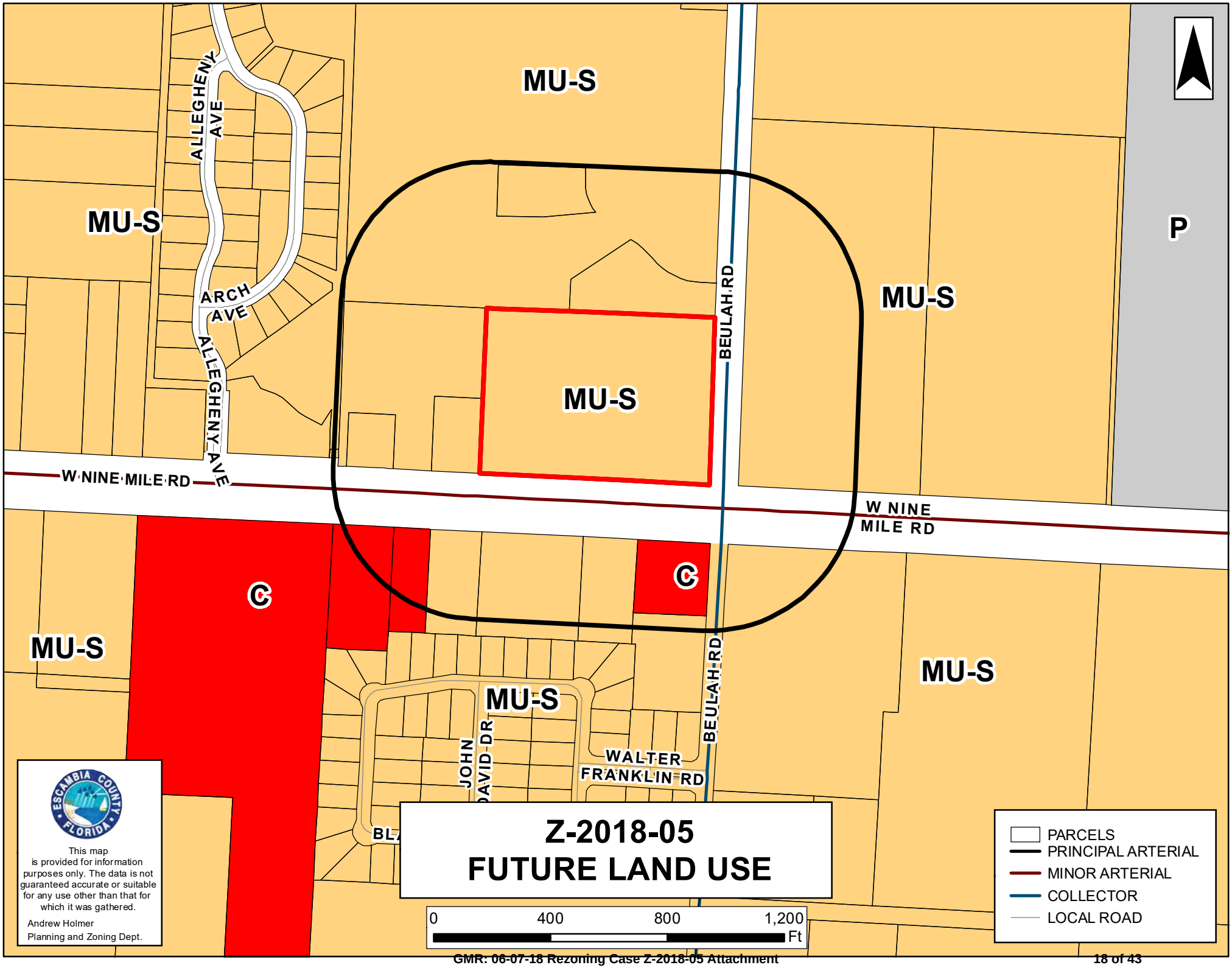
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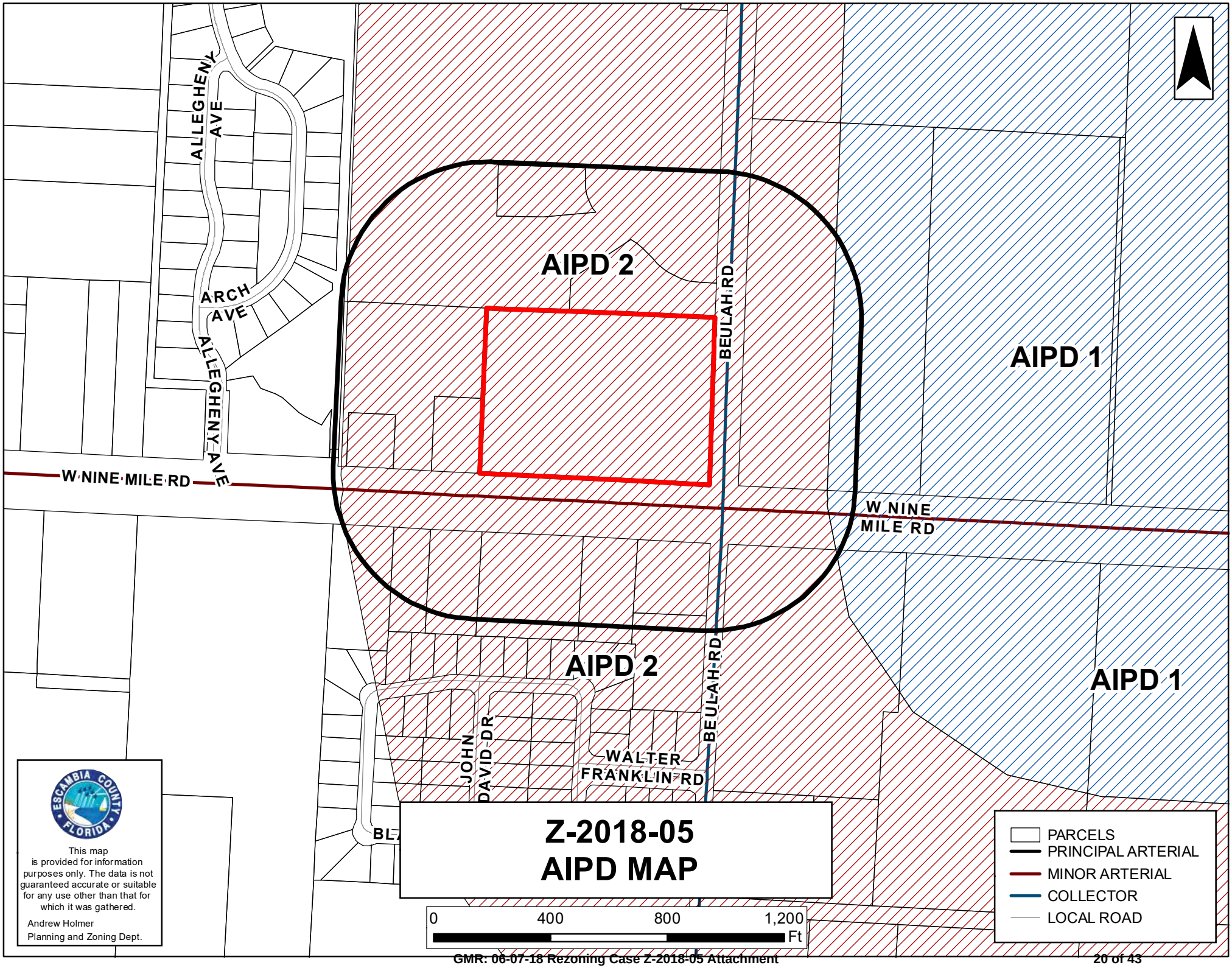
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.

BEULAH RD
W NINE MILE RD
Z-2018-05
AERIAL MAP
0
200
400
600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


ALLEGHENY AVE
ARCH AVE
ALLEGHENY AVE
W NINE MILE RD
AIPD 2
BEULAH RD
AIPD 1
W NINE MILE RD
AIPD 2
BEULAH RD
AIPD 1
JOHN DAVID DR
WALTER FRANKLIN RD
BL
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2018-05
AIPD MAP
0 400 800 1,200
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

Public Notice Sign

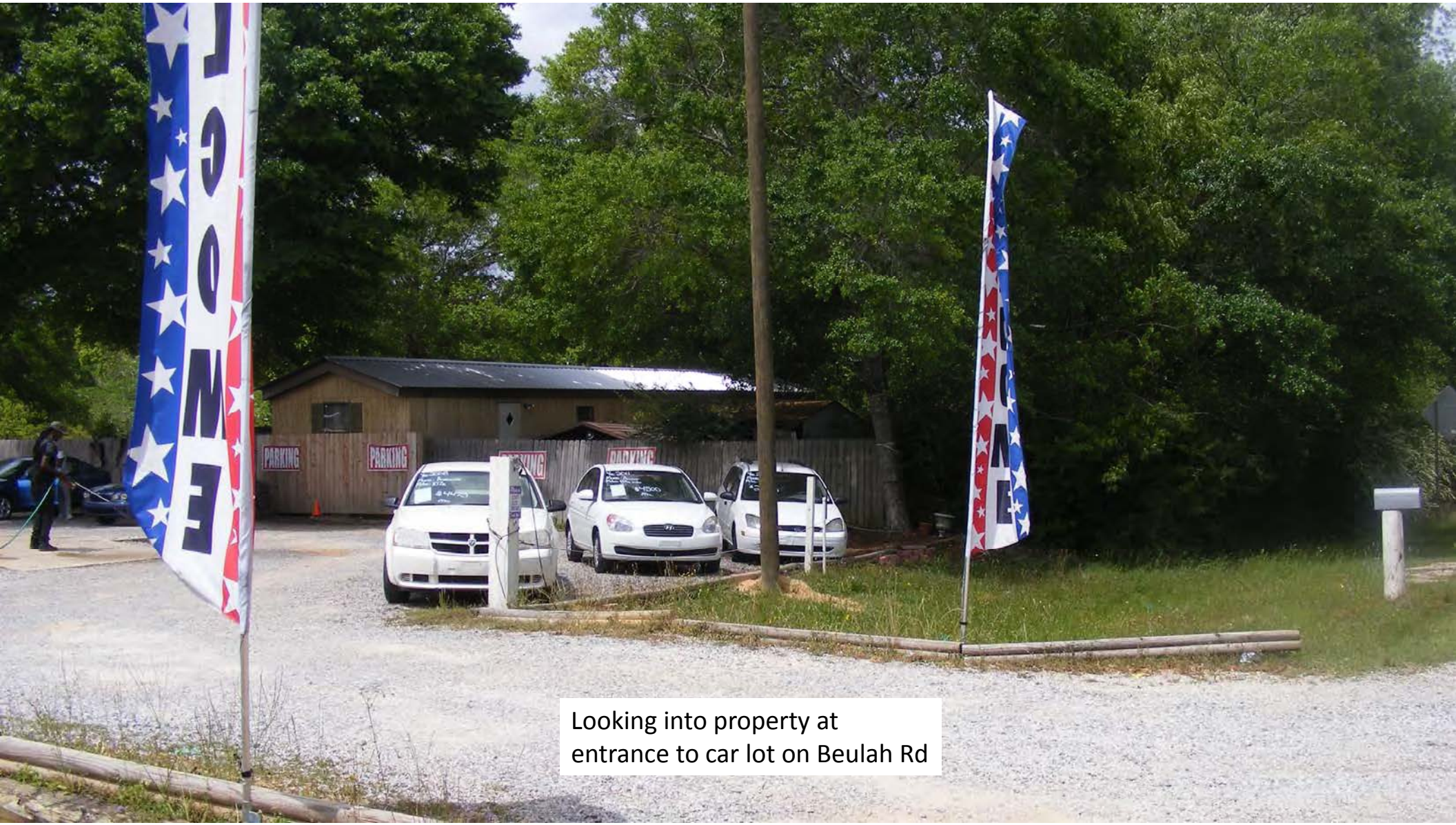
Looking onto subject property

Another view of property
along Nine Mile Rd

Looking across Nine Mile Rd
from subject property

Looking at Beulah Rd, southeast from subject parcel along Nine Mile Rd

Looking north from Beulah
Rd and Nine Mile
At the entrance to car lot




Looking into property at entrance to car lot on Beulah Rd

Looking at intersection of Beulah and Nine Mile from subject parcel

Aerial view of overall parcel

1803651 PPB

**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-2018-05 Accepted by: AC PB Meeting: 5-1-18

1. **Contact Information:**

   A. **Property Owner/Applicant:** Airplane Services, Inc. Eliis Stuart, President

   Mailing Address: 1817 Mineral Springs Rd. Jay, FL 32565

   Business Phone: 850 675 5029 Cell: _____

   Email: _____

   B. **Authorized Agent (if applicable):** Cynthia Mather

   Mailing Address: 8640 Klondike Rd Pensacola, FL 32526

   Business Phone: _____ Cell: 850 377 9899

   Email: whitesands3c@yahoo.com

   ***Note:*** *Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: 5900 W. Nine Mile Rd Pensacola, FL 32526

   Parcel ID (s): 061S314402000000

   B. Total acreage of the subject property: 10.19

   C. Existing Zoning: Com / HDMU

   Proposed Zoning: COM ; explain why necessary and/or appropriate

   In order to be consistent with surrounding zones, and to be compatable with current growth in area.

   FLU Category: MU-S

**D.** Is the subject property developed (if yes, explain): Yes. Mobile home park consisting of 19 mobile homes, 2 of which are being taken out of park. A lift station (for sanitation), used car lot, metal bldg., and fences.

**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.

Our parcel FLU is MU-S and according to the FLU Category & Zoning District Specific Distribution & Extent of Uses Table, Commercial Zone can reside within MU-S FLU. Also, according to the LDC, Chapter 3, Pg LDC 3:50, Rezoning to Commercial : Commercial zoning may be established only within MU-S, MU-U or Commercial FLU categories.

(Please see attached FLU Map)

**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

Across from our parcel is a Tom Thumb (HC/LI); west of that is a Dollar General (HC/LI), Veterinarian (HC/LI) and new middle school (Com). Property on opposite corner is commercial and according to a community meeting Feb, 20th, a strip mall and two eateries are slated for that parcel. On east side of our parcel, property is zoned HC/LI. There is an acre parcel on our east side that is for sale and the property owner is selling with the intent of rezoning for prospective buyer. Considering the zoning of commercial and HC/LI surrounding our parcel, I think the obvious extrapolation would be yes, it is consistent.

(Please see attched Zoning and FLU Maps)

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.

Commercial zoning allows for residential, including mobile home parks, some retail sales, retail services, pulic & civic, recreation & entertainment, ag & related, self storage facilities, and a few other small commercial ventures. It, however, allows for very little industrial. All these allowed uses, and prohibited uses, are compatable and consistent with existing uses, now and future allowed.

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*

We are requesting our property be zoned commercial to lift it out of spot zoning. Commercial zoning is the prevalent zone surrounding our parcel.

(Please see attached zoning map)

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.

West Nine Mile Road is experiencing unprecedented growth due to the building of Navy Federal in Beulah. In order to accomodate this growth, it will be necessary for other businesses to come in as well. (i.e. eateries, gas stations, retail business, etc...) These businesses will require commercial property.

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): 06 1S 31 14 02 000000

Property Address: 5900 W. Nine Mile Rd PNS 32526

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 17th DAY OF February, YEAR OF 2018.

Signature of Property Owner — Printed Name of Property Owner: ELLIS STUART PRES. — Date: 2-17-18

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 5900 W. Nine Mile Rd PENSACOLA, Florida, property reference number(s) 061D314402000000 I hereby designate Cynthia Mather 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 17th day of Feb the year of, 2018, 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: Cynthia Mather Email: Whitesands3e@yahoo.com
Address: 8640 Klondike Rd PNS 32526 Phone: 8503779899

Ellis Stuart Pres. Purchase Servs Inc. ELLIS STUART 2-17-18
Signature of Property Owner | Printed Name of Property Owner | Date

Signature of Property Owner | Printed Name of Property Owner | Date

STATE OF FLORIDA COUNTY OF ESCAMBIA
The foregoing instrument was acknowledged before me this 17th day of February 20 18,
by ELLIS STUART.
Personally Known ☐ OR Produced Identification ☑. Type of Identification Produced: FL DRIVERS LICENSE S363-200-49-333-0

Deborah K Cooper DEBORAH K COOPER
Signature of Notary | Printed Name of Notary

DEBORAH K COOPER
MY COMMISSION # GG031521
EXPIRES September 19, 2020
(Notary Seal)

## 5. Submittal Requirements

A. ✓ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. ✓ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

**Note: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).**

C. ✓ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. _____ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. ✓ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

**By my signature, I hereby certify that:**

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

| Signature of Owner/Agent | Printed Name Owner/Agent | Date |
|---|---|---|
| Cynthia Mather | Cynthia Mather | 2/27/2018 |
| Signature of Owner | Printed Name of Owner | Date |
| | | |

STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this 27 day of February 20 18, by Cynthia Mather.

Personally Known X OR Produced Identification □. Type of Identification Produced: _____

| Signature of Notary | Printed Name of Notary |
|---|---|
| Deborah K Cooper | Deborah K Cooper |

DEBORAH K COOPER (notary seal)
MY COMMISSION # GG031521
EXPIRES September 19, 2020

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

# 2016 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

| ACCOUNT NUMBER | ESCROW CD | ASSESSED VALUE | MILLAGE CODE | PROPERTY REFERENCE NUMBER |
|---|---|---|---|---|
| 09-0302-000 | | See Below | 06 | 061S314402000000 |

2016 Real Estate

OFFICE
(850) 438-6500
Ext. 3252

5900 W NINE MILE RD
S1/2 OF SE1/4 OF SE1/4 LESS W
500 FT LESS OR 484 P 314 ST RD
99 R/W OR 4572 P 458

S - 038656 / 009780 JMS80513
AIRPLANE SERVICES INC
1817 MINERAL SPRINGS RD
JAY FL 32565-9571

Parks

## AD VALOREM TAXES

| TAXING AUTHORITY | MILLAGE RATE | ASSESSED VALUE | EXEMPTION AMOUNT | TAXABLE AMOUNT | TAXES LEVIED |
|---|---|---|---|---|---|
| COUNTY | 6.6165 | 292,418 | | 292,418 | 1,934.78 |
| PUBLIC SCHOOLS | | | | | |
| By Local Board | 2.2100 | 297,681 | | 297,681 | 657.88 |
| By State Law | 4.6660 | 297,681 | | 297,681 | 1,388.98 |
| WATER MANAGEMENT | 0.0366 | 292,418 | | 292,418 | 10.70 |
| SHERIFF | 0.6850 | 292,418 | | 292,418 | 200.31 |
| M.S.T.U. LIBRARY | 0.3590 | 292,418 | | 292,418 | 104.98 |

RETAIN THIS PORTION FOR YOUR RECORDS

13,975.57

ESCAMBIA COUNTY TAX COLLECTOR * P.O. BOX 1312 * PENSACOLA, FL 32591-1312

TOTAL MILLAGE 14.5731 AD VALOREM TAXES 4297.63

## NON-AD VALOREM ASSESSMENTS

| LEVYING AUTHORITY | RATE | AMOUNT |
|---|---|---|
| FIRE PROTECTION | | 2,757.26 |

→ $125.00 Per Lot

QUESTIONS ON ITEMS IN THIS SECTION ONLY, CALL (850) 595-4960

NON-AD VALOREM ASSESSMENTS 2757.26

PLEASE PAY ONE AMOUNT SHOWN IN YELLOW SHADED AREA

COMBINED TAXES AND ASSESSMENTS 7054.89 PAY ONLY ONE AMOUNT See reverse side for important information

| AMOUNT DUE IF PAID BY | Nov 30 2016 | Dec 31 2016 | Jan 31 2017 | Feb 28 2017 | Mar 31 2017 |
|---|---|---|---|---|---|
| | $ 6772.69 | $ 6843.24 | $ 6913.79 | $ 6984.34 | $ 7054.89 |

AMOUNT DUE IF PAID BY

---

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

# 2016 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

| ACCOUNT NUMBER | ESCROW CD | ASSESSED VALUE | MILLAGE CODE | PROPERTY REFERENCE NUMBER |
|---|---|---|---|---|
| 09-0302-000 | | See Above | 06 | 061S314402000000 |

2016 Real Estate

5900 W NINE MILE RD
S1/2 OF SE1/4 OF SE1/4 LESS W
500 FT LESS OR 484 P 314 ST RD
99 R/W OR 4572 P 458

AIRPLANE SERVICES INC
1817 MINERAL SPRINGS RD
JAY FL 32565-9571

CURRENT YEAR TAXES BECOME DELINQUENT APRIL 1

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312 (850) 438-6500 Ext. 3252

AMOUNT DUE IF PAID BY

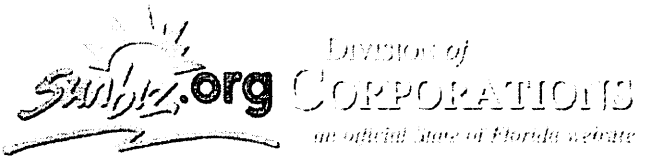
| AMOUNT DUE IF PAID BY | Nov 30 2016 | Dec 31 2016 | Jan 31 2017 | Feb 28 2017 | Mar 31 2017 |
|---|---|---|---|---|---|
| | $ 6772.69 | $ 6843.24 | $ 6913.79 | $ 6984.34 | $ 7054.89 |

RETURN WITH PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE

1 090302000 2016 9

DIVISION OF CORPORATIONS






# Detail by Entity Name

Foreign Profit Corporation
AIRPLANE SERVICES, INC.

**Filing Information**

| | |
|---|---|
| **Document Number** | F99000005448 |
| **FEI/EIN Number** | 64-0643404 |
| **Date Filed** | 10/25/1999 |
| **State** | MS |
| **Status** | ACTIVE |

**Principal Address**

1817 MINERAL SPRINGS ROAD
JAY, FL 32565

**Mailing Address**

1817 MINERAL SPRINGS ROAD
JAY, FL 32565

**Registered Agent Name & Address**

STUART, ELLIS JR
1817 MINERAL SPRINGS ROAD
JAY, FL 32565

**Officer/Director Detail**

**Name & Address**

Title DPST

STUART, ELLIS JR
1817 MINERAL SPRINGS ROAD
JAY, FL 32565

Title VP

STUART, NATHAN CHAD
7960 SKYHAWK ROAD
PACE, FL 32571

**Annual Reports**

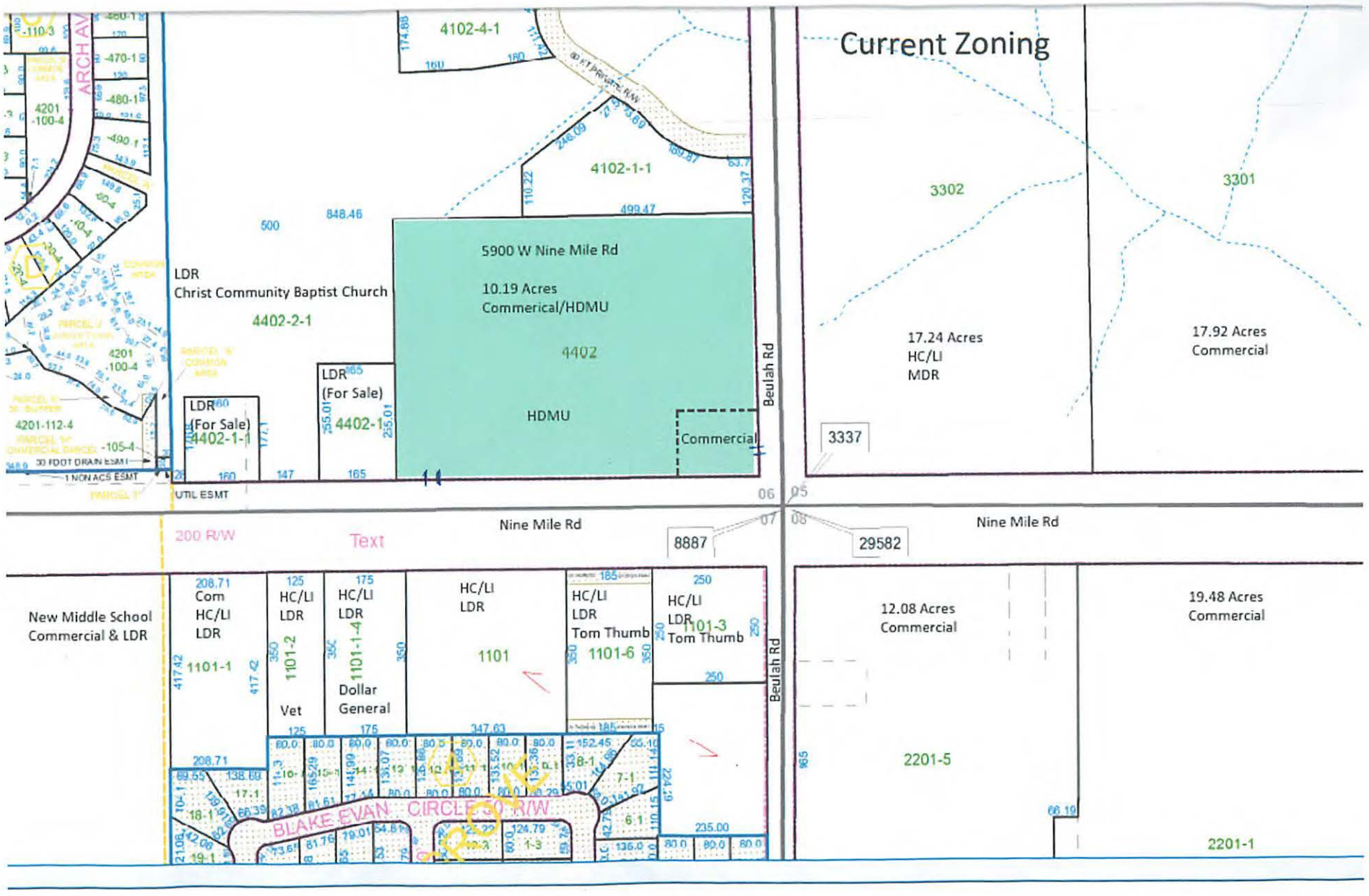
| Report Year | Filed Date |
|---|---|
| 2015 | 04/21/2015 |
| 2016 | 04/29/2016 |

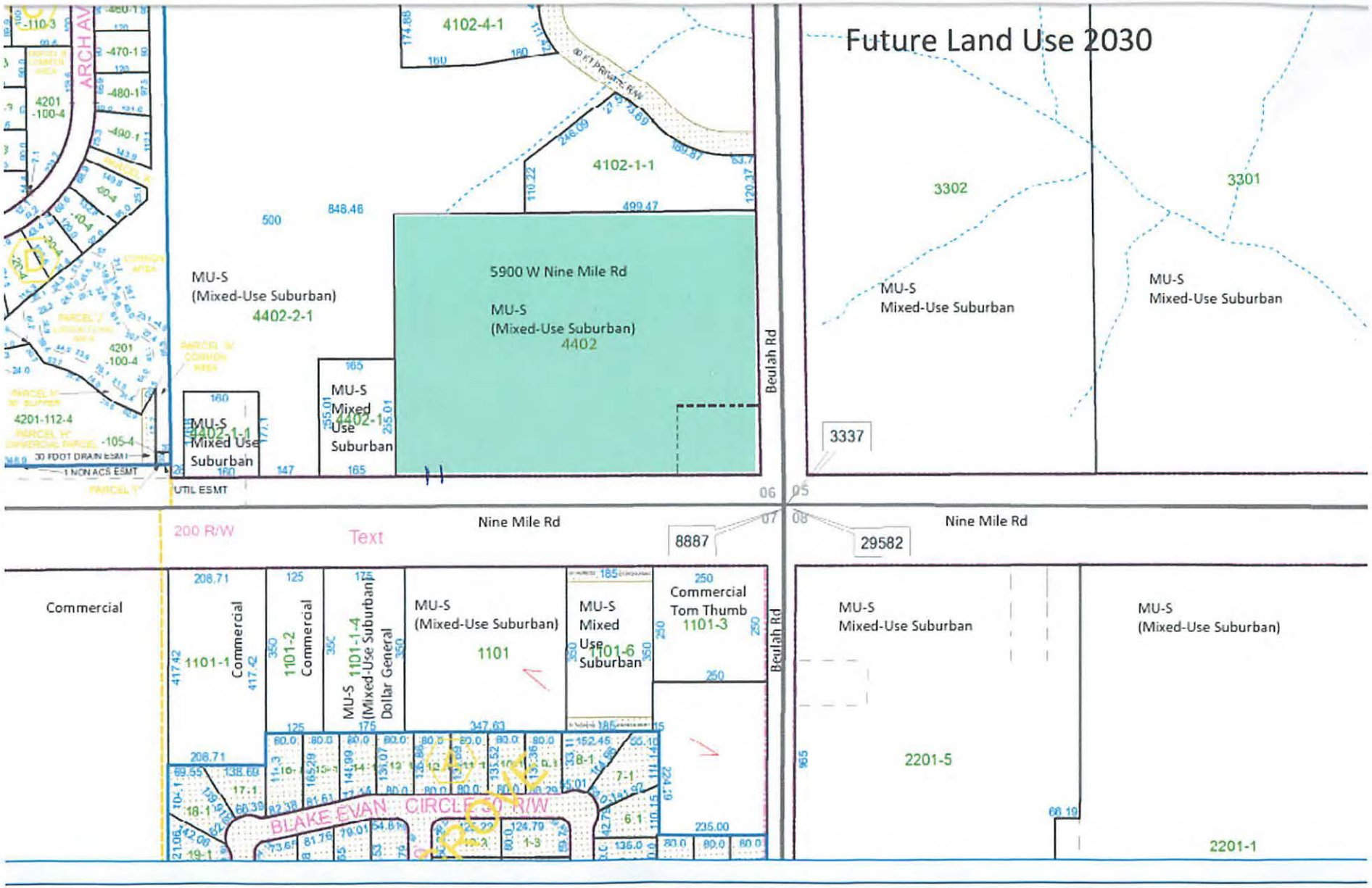
2017 04/27/2017

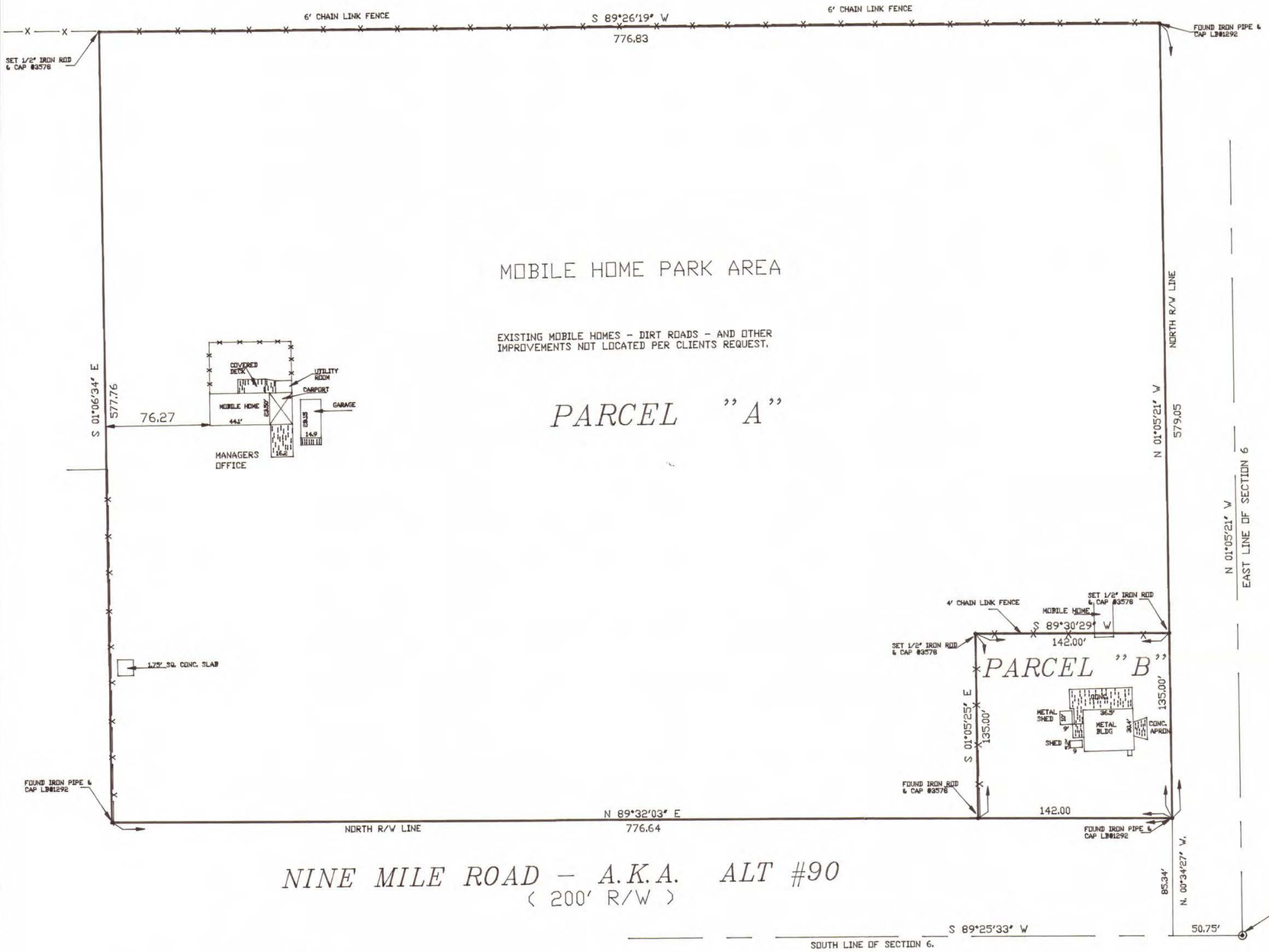
**Document Images**

| | |
|---|---|
| 04/27/2017 -- ANNUAL REPORT | View image in PDF format |
| 04/29/2016 -- ANNUAL REPORT | View image in PDF format |
| 04/21/2015 -- ANNUAL REPORT | View image in PDF format |
| 01/24/2014 -- ANNUAL REPORT | View image in PDF format |
| 01/09/2013 -- ANNUAL REPORT | View image in PDF format |
| 01/03/2012 -- ANNUAL REPORT | View image in PDF format |
| 01/11/2011 -- ANNUAL REPORT | View image in PDF format |
| 02/15/2010 -- ANNUAL REPORT | View image in PDF format |
| 03/04/2009 -- ANNUAL REPORT | View image in PDF format |
| 03/31/2008 -- ANNUAL REPORT | View image in PDF format |
| 02/26/2007 -- ANNUAL REPORT | View image in PDF format |
| 01/25/2006 -- ANNUAL REPORT | View image in PDF format |
| 02/07/2005 -- ANNUAL REPORT | View image in PDF format |
| 04/01/2004 -- ANNUAL REPORT | View image in PDF format |
| 03/24/2003 -- ANNUAL REPORT | View image in PDF format |
| 04/02/2002 -- ANNUAL REPORT | View image in PDF format |
| 04/24/2001 -- ANNUAL REPORT | View image in PDF format |
| 05/24/2000 -- ANNUAL REPORT | View image in PDF format |
| 10/25/1999 -- Foreign Profit | View image in PDF format |

File the Legal Issue in Florida - Division of Corporations


Current Zoning
4102-4-1
4102-1-1
5900 W Nine Mile Rd
10.19 Acres
Commerical/HDMU
4402
HDMU
Commercial
LDR
Christ Community Baptist Church
4402-2-1
LDR
(For Sale)
4402-1-1
LDR
(For Sale)
4402-1
Beulah Rd
3302
3301
17.24 Acres
HC/LI
MDR
17.92 Acres
Commercial
3337
Nine Mile Rd
200 R/W
Text
8887
29582
Nine Mile Rd
New Middle School
Commercial & LDR
1101-1
1101-2
Vet
1101-4
Dollar
General
1101
1101-6
Tom Thumb
1101-3
Tom Thumb
Beulah Rd
12.08 Acres
Commercial
19.48 Acres
Commercial
2201-5
2201-1
BLAKE EVAN CIRCLE 50 R/W


Future Land Use 2030
5900 W Nine Mile Rd
MU-S
(Mixed-Use Suburban)
4402
MU-S
(Mixed-Use Suburban)
4402-2-1
MU-S
Mixed Use
Suburban
4402-1-1
MU-S
Mixed Use
Suburban
4402-1
4102-4-1
4102-1-1
3302
3301
MU-S
Mixed-Use Suburban
MU-S
Mixed-Use Suburban
3337
Beulah Rd
Nine Mile Rd
Nine Mile Rd
200 R/W
Text
8887
29582
Commercial
1101-1
Commercial
1101-2
Commercial
MU-S
(Mixed-Use Suburban)
1101-1-4
Dollar General
MU-S
(Mixed-Use Suburban)
1101
MU-S
Mixed Use
Suburban
1101-6
Commercial
Tom Thumb
1101-3
MU-S
Mixed-Use Suburban
MU-S
(Mixed-Use Suburban)
2201-5
2201-1
BLAKE EVAN CIRCLE 50' R/W
Beulah Rd




NORTH ASSUMED - BEARINGS SHOWN ARE BASED ON THE SOUTH LINE OF SECTION BEING S. 89°25'33" W.

NORTH

## SURVEYORS REPORT

THIS PARTICULAR SECTION IS LARGER THAN NORMAL AND IS DEVELOPED WITH ROADS AND RESIDENTAL LOTS. IT IS KNOWN THAT THE MAJORITY OF THE SECTION IS DEVELOPED UTILIZING THE STANDARD QUARTERING METHOD. THE SURVEY SHOWN HEREON WAS PERFORMED USING THE PROPORTIONAL METHOD OF QUARTERING, ACCORDING TO THE SURVEYORS MANUAL OF INSTRUTION. THE STANDAND QUARTERING METHOD WOULD MOVE THE WEST LINE WESTWARD AND INCRESE THE FENCE ENCHRDACHMENT ALONG THE WEST LINE BY SOME 23' +/-.

THIS SURVEYOR REALIZES TO STAY IN STEP WITH THE MAJORITY OF DEVELOPMENT, IN THIS SECTION, WOULD CREATE ADDITIONAL COMPLICATIONS OF ENCROACHMENTS.

IT IS POSSIBLE THAT THE CHAIN LINK FENCE WAS ESTABLISHED BY MEASURING 1320' ( FOR A QUARTER - QUARTER SECTION LINE ) FROM THE EAST LINE OF THE SECTION. THIS PROCEDURE CANNOT BE HELD, SINCE THE SOUTH LINE OF THE SECTION IS ABOUT 5400 FT. LONG.

### *LEGAL DESCRIPTION: PARCEL "A"*

THE SOUTH HALF OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 6, T-1-S-, R-31-W, ESCAMBIA COUNTY, FLORIDA
LESS AND EXCEPT
THE WEST 500.00' ROAD RIGHT-OF-WAYS FOR S.R. #10 AND C.R. #99; ALSO A PARCEL BEING 135.00' BY 142.00' IN THE SOUTH EAST CORNER AND CONTIGIOUS TO ROAD RIGHT OF WAYS.

### *PARCEL "B"* ( AS FURNISHED )

COMMENCING AT A R.R. SPIKE AT THE S.E. CORNER OF SECTION 6, T-1-S, R-31-W, ESCAMBIA COUNTY, FLORIDA; THENCE S. 89°25'33" W. ALONG THE SOUTH SECTION LINE FOR 50.75'; THENCE NORTH AT RIGHT ANGLES BEARING N. 00°34'27" W. FOR 85.34' TO AN IRON PIPE AND CAP MARKED LB#1292 AT THE INTERSECTION OF THE NORTH R/W LINE OF NINE MILE ROAR AND THE WEST LINE OF BEULAH ROAD FOR THE POINT OF BEGINNING; THENCE N.02°02'17" W. ALONG THE WEST R/W LINE OF BEULAH ROAD FOR 135.00' TO AN IRON ROD AND CAP MARKED #3578; THENCE S. 89°32'03" W. FOR 142.00' TO AN IRON ROD AND CAP MARKED #3578; THENCE S. 02°02'17" E. FOR 135.00' TO AN IRON ROD AND CAP MARKED #3578 ON THE NORTH R/W LINE OF SAID NINE MILE ROAD; THENCE N. 89°32'03" E. ALONG SAID NORTH R/W LINE FOR 142.00' TO THE POINT OF BEGINNING.

THIS IS TO CERTIFY TO - AIRPLANE SERVICES, INC. - CHELSEA TITLE - AMERICAN PIONEER TITLE INSUR. Co. THAT THE SURVEY SHOWN HEREON IS TRUE AND CORRECT AND MEETING F.A.C. CHAPTER 61 G17.6 AS SET BY THE BOARD OF LAND SURVEYORS TO THE BEST OF KNOWLEDGE AND BELIEF.

VICTOR G. SCHUMER
FLORIDA REGISTERED SURVEYOR #3578

NOTE: THIS SURVEY WAS PREPARED FOR THE CLIENT AND PURPOSE AS SHOWN. USAGE FOR ANY OTHER PURPOSE; REPRODUCTIONS - IN WHOLE OR IN PART; SHALL NOT BE MADE WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE SURVEYOR.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| SEC. 6 | TWP.-1-S | RGE.-31-W | RECORDED IN _____ BOOK _____ @ P. |
| REF. SOURCE: SECTIONAL SURVEY | | | |
| LEGAL DESCRIPTION AS FURNISHED BY CLIENT. - FENCES AND ENCROACHMENTS ARE SHOWN OR NOTED. - NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAYS AND OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN. - NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. - NO ATTEMP HAS BEEN MADE BY THIS SURVEYOR OR FIRM TO CONDUCT A TITLE RECORDS SEARCH FOR THIS SITE OR THE ADJOINING PROPERTY. - ALL MEASUREMENTS AND/OR ELEVATIONS WERE MADE IN ACCORDANCE TO UNITED STATES STANDARDS AND/OR UNITED STATES COAST AND GEODETIC DATUM. - DISTANCES ARE IN FEET, TENTHS OF A FOOT, AND HUNDRETHS. THIS SURVEY IS NOT VALID UNLESS STAMPED WITH AN EMBOSSED SEAL. | | | |
| TYPE SURVEY: BOUNDARY SURVEY | | | I HEREBY CERTIFY THAT THE SURVEY HEREON TO BE TRUE AND CORRECT AND MEETING CHAPTER 61 G17.6 F.A.C. AND FLORIDA STATUES 472 AS SET BY THE BOARD OF LAND SURVEYORS TO THE BEST OF MY KNOWLEDGE AND BELIEF. |
| FOR: J.M.E. REALTY / DALE JOHNSON | | | VICTOR G. SCHUMER |
| SCALE 1"= 60' | DATE 6-7-2000 | FIELD DATE 6-2-200 | REGISTERED SURVEYOR #3578 STATE OF FL. |
| JOB # 00F-101 | F.B. F51 P. 14 | REV. | |
| DWN. VIC | | REV. | |

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

**INTEROFFICE MEMORANDUM**

**TO:** **Allyson Cain, Urban Planner II**
**Development Services Department**

**FROM:** **Terri V. Malone, AICP, Transportation Planner**
**Transportation & Traffic Operations Division**

**THRU:** **David Forte, Manager**
**Transportation & Traffic Operations Division**

**DATE:** **March 19, 2018**

**RE:** **Transportation & Traffic Operations (TTO) Comments – Z-2018-05**

TTO Staff has reviewed the Rezoning Case (Z)-2018-05, 5900 W. Nine Mile Road, agenda item for the Planning Board meeting scheduled for May 1, 2018. Please see the below comments.

There is an ongoing 4-lane widening project on Nine Mile Road between Beulah Road and US 29. This project is being managed by FDOT and is moving from the design stage to construction. In addition, there is another major project, the Beulah Road Interchange Connector. This is a vitally important project to both the County and the greater Northwest Florida region. This project is currently ranked as the #2 project priority on the Florida-Alabama Transportation Planning Organization (FL-AL TPO) Strategic Intermodal System (SIS) List, and #13 Project Priority on the FL-AL TPO Non-SIS List. The Project has tremendous support of the public, the FL-AL TPO, Navy Federal Credit Union, and other various stakeholders. The intent is to construct a 4-lane facility from Nine Mile Road to Interstate 10 (I-10), with a new interchange at I-10 (location TBD), and a new 2-lane facility from I-10 to Muscogee Road. The Beulah Road Connector project is County Sponsored with an Environmental Assessment currently underway.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Nine Mile Road is classified as a Minor Arterial. The maximum level-of-service (LOS) for this roadway segment is LOS D (17,700 trips/day), and as of year 2016, the roadway segment had 14,500 daily vehicles. Beulah Road is classified as an Urban Collector. The maximum level-of-service (LOS) for this roadway segment is LOS D (14,800 trips/day), and as of year 2016, the roadway segment had 5,200 daily 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

# SPZ-2018-01

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

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Case #: SPZ-2018-01
Applicant: Wanda French-Hawkins, Agent for Jason Hawkins, Owner

Address: 6355 Mockingbird Lane

Property size: 4.86 (+/-) acres
Current Zoning: MDR, Medium Density Residential district (10 du/acre)

To Allow: A mobile home in MDR, Medium Density Residential district (10 du/acre)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 1st day of May 2018, commencing at approximately 9:22 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.



PLANNING BOARD

BOARD MEMBERS PRESENT:
WAYNE BRISKE, Chair — District 5
JAY INGWELL — District 1
REID RUSHING — At Large
ALAN GRAY — At Large
WILLIAM CLAY — District 3
ERIC FEARS — District 4
PATTY HIGHTOWER — School Board
STEPHEN OPALENIK — Navy

PLANNING BOARD STAFF PRESENT:
MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, DIRECTOR
KAYLA MEADOR
JUAN LEMOS
ALLYSON CAIN

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P R O C E E D I N G S

THE CHAIRMAN: Okay. Our next case is a little bit different, so before we start the case, will read into the record the Case Number, but then we're going to have Allyson give a brief explanation as to why this one's a little bit different.

This is SPZ-2018-01.

This was formerly Case Z-2017-17.

Wanda French-Hawkins is the agent for Jason Hawkins, who is the owner, 6355 Mockingbird Lane, 4.86 plus or minus acres. Currently MDR, and to allow a mobile home in the MDR district.

And with that, Allyson, if you'll give just a brief explanation before we go into the rest of the case.

MS. CAIN: Okay. Thank you.

As you said, this was formerly Z-2017-17 case.

Applicant submitted a rezoning late last year, 2017, to -- from MDR to HDMU, to allow for a mobile home.

There was some definite discussions and



concerns about this from not just the board but from the neighbors.

So the Board of County Commissioners wanted staff to come up with a solution for a mobile home in this MDR zoning district.

And as you know, they gave an ordinance with three selections, three choices. And now we're doing this, called a special zoning -- special rezoning.

And that would be that the applicant has the burden of proof to look at the original criteria. If they cannot meet those criteria, then there are six or seven other special criteria that they must meet.

And most of these, if they can't meet them when they come in for the application, then they wouldn't actually submit the application.

The County Commissioners did approve this ordinance, 2018-17 on April 5, 2018.

So now we're here to have the applicant go over the findings and talk to the board about putting a mobile home in the medium density residential district.

THE CHAIRMAN: Okay.

So this is kind of a first-time thing for

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the board.
So if you have any questions along the way, we certainly have Allyson and Horace and the board attorney here to guide us on that.
So at this time I will ask members of the board, have you had any ex parte communication between you, the applicant, agents, attorneys, witnesses, Planning Board or general public before this meeting?
Obviously, we know that it's been presented at a previous case that many of you attended.
Also disclose if you have visited the subject property or if you are a relative or business associate of any of the parties.
And Steve.
MR. OPALENIK: Other than the last four months of meetings, no.
THE CHAIRMAN: Right. Thank you.
MS. HIGHTOWER: No to all.
MR. GRAY: Yeah. Again, with Steve, other than the last four months of solid meetings on this topic, no, none of the other questions.
THE CHAIRMAN: Chairman, the same. I've had previous knowledge from the previous

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meetings.
MR. FEARS: No to all.
MR. INGWELL: No to all.
MR. CLAY: No to all.
MR. RUSHING: No to all.
THE CHAIRMAN: All right. Thank you.
Staff in this case, was a notice of hearing sent to all interested parties?
MS. MEADOR: Yes, sir.
THE CHAIRMAN: Okay.
And was it also appropriately posted on the subject property?
MS. MEADOR: Yes, sir.
THE CHAIRMAN: Okay.
Ms. Hawkins, do you have any objection to the maps and photography so we can refresh our memory?
MS. FRENCH-HAWKINS: I do not.
THE CHAIRMAN: Okay. Thank you.
We'll have her do that, then.
MS. MEADOR: Me?
THE CHAIRMAN: No. Allyson. I'm sorry.
MS. CAIN: Okay. This is SPZ-2018-01, 6355 Mockingbird Lane, currently zoned MDR, medium density residential.

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And the request is to allow a mobile home in the medium density residential district.
This is a location map showing the location on Mockingbird.
This is the zoning map showing MDR of the proposed parcel, with the surrounding MDR zoning.
This is the future land use showing the parcel, mixed-use urban, as well as all the surrounding mixed-use urban.
This is existing land use map.
And this is the Oakfield Community Redevelopment area.
This is the aerial photo of the site.
This is our public notice that we posted on site.
This is looking south from the site, directly -- direct access to the site, which is heavily wooded.
And this is looking west onto the site.
Looking -- Another looking west onto the site as well.
Looking north along the road.
Looking north from the site.
And that concludes our pictures and maps.

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THE CHAIRMAN: Okay. Thank you.
Ms. Hawkins, if you'll come forward, please, and be sworn.
---
WANDA FRENCH-HAWKINS, upon being duly sworn, was examined and testified as follows:
---
THE CHAIRMAN: Thank you.
Please state your name and address for the record.
MS. FRENCH-HAWKINS: Wanda French-Hawkins, 911 Montclair Road.
THE CHAIRMAN: All right. Thank you.
And did you receive a copy of the rezoning hearing package and the findings of facts?
MS. FRENCH-HAWKINS: I did.
THE CHAIRMAN: All right. Thank you.
And do you understand that you have the burden of providing substantial, competent evidence that this is consistent with the Comprehensive Plan, furthers the goals, policies and objectives of that plan, and is not in conflict with the Land Development Code?
MS. FRENCH-HAWKINS: Yes.
THE CHAIRMAN: Okay.

Go ahead. Anything you'd like to present.
MS. FRENCH-HAWKINS: Do I need to read this thing all over again?
THE CHAIRMAN: You don't have to, no.
I just wanted to give you an opportunity if you wanted to say anything.
I think most of the board members are very familiar with what's been happening.
We can allow the staff to present some information, if you'd rather do that. And then you can come back and give a closing summary.
MS. FRENCH-HAWKINS: Okay. I'll do that.
THE CHAIRMAN: Thank you.
All right.
MS. FRENCH-HAWKINS: Thank you.
THE CHAIRMAN: So we'll let the staff kind of explain it a little bit.
MS. FRENCH-HAWKINS: Thank you.
MS. CAIN: Okay. So the rezoning for the SPZ-2018-01, 6355 Mockingbird, the request to allow mobile home in medium density residential.
The approved conditions, the Criteria A, consistent with the Comprehensive Plan.
The staff can say that it is consistent with the intent and purpose of the mixed-use



suburban.
Future land use. The Comp Plan allows for residential, retail sales and service, professional offices, recreational facilities, public and civic, and some limited agriculture.
For Criteria B, consistency with the Comp -- the Land Development Code, the permitted uses within the MDR zoning category does not allow the placement of a mobile home.
However, based on the adopted ordinance 2018-17, adopted April 5, 2018, by the Board of County Commissioners, they approved a special-use rezoning process to allow a mobile home in the MDR zoning district.
If the applicant meets the criteria under these allowances, then the request can be compatible with the Land Development Code.
Criteria C, compatible with surrounding uses.
The proposed amendment we found incompatible with the surrounding existing uses in the area.
There were MDR zonings and HDMU. In the area, there were single-family residences, one church, three mobile homes, and vacant



residentially zoned parcels.
The request to allow a mobile home on the parcel would be the same intensity as the other single-family or mobile homes in the area, and other uses would be limited to the permitted or conditional use in the district.
Criteria D, appropriate if spot zoning.
Staff determined that the proposed rezoning request is compliant with the ordinance 2018-17, approved by the Board of County Commissioners on April 5, 2018, and will not establish or reinforce a condition of spot zoning for the following reasons:
The zoning and density of medium density residential is not changing.
The commercial uses are yet not permitted and the allowable uses are not changing, with the exception of a mobile home.
It appears the existing uses in close proximity of the parcel in question are mobile homes. That's an appropriate site-specific balance between the existing uses and the proposed uses exist.
Criteria E, appropriate with changed conditions.



The land uses or the development condition within the area surrounding the property of zoning has not changed.
The additional special-use criteria. Notwithstanding the rezoning criteria above, a request for a special-use zoning may be permitted in zoning districts medium density residential and high density residential for the use and placement of a mobile home as a single-family dwelling.
And the applicant has the burden of presenting competent, substantial evidence to the reviewing board, establishing that the site use and the proposed structure would meet the following criteria:
Criteria A, must be on a conforming lot or lot of record.
The parcel is a lot of record, confirmed by the staff, using the 1996 lot of record data.
Minimum lot size of one acre.
According to the Escambia County Property Appraiser's site, the parcel is approximately 5 plus or minus acres in size.
Criteria C, front setback must be a minimum of 40 feet.

The required setback will be reviewed when the applicant submits an application to place a mobile home on the site.

Criteria D, only one mobile home per lot.

According to the property appraiser's Web site, this is a vacant residential lot. The criteria was also confirmed by our site visit. The applicant must acknowledge also this allowance.

Criteria E, the lot may not be divided.

Approval of this special-use zoning will require that the property not be subdivided.

Criteria F, the lot may not be located within a platted subdivision.

And this lot is not located within a platted subdivision.

Criteria G, use may not otherwise be prohibited by an overlay district.

The parcel is located in the Oakville Overlay District, but there are no supplement land-use requirements at this time.

Criteria H, the use of a mobile home is compatible with the surrounding area.

The proposed amendment is compatible with the surrounding existing uses in the area due to



the fact that there are other mobile homes currently existing in the immediate area.

Criteria I, structure may not be located in a FEMA-designated special flood hazard area in a designated coastal high-hazard area or within the Escambia County Designated Evacuation Zones A, B or C.

Parcel is located in the X flood zone.

Criteria 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.

The special-use rezoning request is only for the placement of one mobile home.

Criteria K, upon notice to the county and confirmation that the property is no longer being used for the placement of a mobile home as a single-family residence, the property owner or agent shall request reversion to the prior zoning category, pursuant to the rezoning criteria contained herein.

The county is to be notified if the mobile home is removed by the owner.

Criteria L, lot may not be located in the Escambia County Midwest Sector Plan, and which



it is not located in the sector plan.

And that concludes the staff's findings.

THE CHAIRMAN: Okay. So it meets all of the special criteria for this area.

MS. CAIN: Yes, sir.

THE CHAIRMAN: Okay. All right.

Any questions of the staff, board members?

MR. RUSHING: I just want to make one correction on the findings on D, on the certain criteria. Make sure that we -- right there, that the only one mobile home, not on all mobile homes.

MS. CAIN: Yes, sir.

THE CHAIRMAN: Thank you for that correction.

Ms. Hawkins, did you have any questions of staff before we move on to public comment?

MS. FRENCH-HAWKINS: I do not.

THE CHAIRMAN: Okay. She indicated she does not.

For those members of the public who wish to speak on this matter, please note the Planning Board bases its decisions on the approval conditions and exceptions described in 2-7.2 of the Land Development Code.



During our deliberations, the Planning Board does not consider general statements of support or opposition.

Please limit your testimony to those approval conditions and exceptions described in 2-7.2.

Only those individuals who present information here today at this hearing will be allowed to speak at the Board of County Commissioners.

Mr. Larry Downs.

Please be sworn in. State your name and address for the record.

- - -

LARRY DOWNS, JR., upon being duly sworn, was examined and testified as follows:

- - -

MR. DOWNS: Larry Downs, Jr., 12156 Havburg Drive, Pensacola, Florida.

I'm requesting that y'all approve this special condition, special conditional use, I guess, for the mobile home.

And I also believe that this is in their -- You know, they have the right to utilize their property, just as everyone else

does.

I don't think anybody should have to come up here and do a special use for their property or dwelling.

Y'all have already heard my comments on this many times.

And I believe what y'all are doing up here is denying people their property rights or requiring them to beg, pay, go through six months of trying to get a dwelling on their property.

The 14th Amendment says that you can't deny anyone equal protection of the laws.

Now, if they can have one on this property under a special use, why is somebody 2 blocks over or 10 blocks over or 50 blocks over denied?

Equal protection under law or equal protection of the laws is equal protection. It's not about special conditions.

Special conditions, by definition says that there's not equal protection of the laws.

So I want to go before the County Commissioners and speak on this issue again because I believe this whole -- this whole board's got it wrong.



MR. GRAY: Call the question, Chairman. I mean, is it germane to the . . .

MR. DOWNS: I just want to use my time to address my government.

MR. GRAY: Well, we try to keep -- Mr. Chairman . . .

THE CHAIRMAN: Yeah. We're going to allow him to finish his time, Al. And that way, it will give him an opportunity to get his statements in front of the Commissioners. So we'll just . . .

MR. GRAY: Sure.

MR. DOWNS: And the only reason that I'm even, you know, going into any particular depth on this issue is because it seems like that I'm -- that me and people like me aren't heard.

And I think y'all need to hear it more and more and more because there's too many people up here begging you to take their property rights, in lieu of protecting their property values.

That's not freedom. My property value has no -- zero value to me if I don't have my property rights.

If I don't have my freedom, it has zero value to me. If I got to beg y'all to use my



property or the Hawkins' family has to beg y'all like this, and then get Mr. Lumen May to try to make something happen.

This is selective giving of property rights. Selective. It's not equal protection of the laws.

So anyways, I'll take it up with the County Commissioners and have something to start appointing more Constitutional-minded board members because this is not what America is supposed to be. This is just not it. I think we've got enough --

MR. GRAY: Mr. Chairman, I meant to say point of order when I said "call the question." I apologize for my misspeaking on behalf of this board member who was just recently appointed to this board by the County Commissioners.

THE CHAIRMAN: Thank you, Mr. Downs.

MR. DOWNS: Thank you.

All right. Is there anyone else who has not spoken and who wishes to speak on this matter?

(No response.)

THE CHAIRMAN: Chair will entertain a motion on SPZ-2018-01.



MR. GRAY: Mr. Chair, I'd like to make a motion that we approve SPZ-2018-01, based on the conditions that were set up and explained by staff being met by the applicant.

THE CHAIRMAN: Thank you, sir.

Do we have a second?

MR. RUSHING: Second.

THE CHAIRMAN: Who was that?

MR. GRAY: Reid.

THE CHAIRMAN: Reid? Okay. Yes, sir.

Any further discussion?

(No response.)

THE CHAIRMAN: All those in favor say aye.

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: Motion carries unanimously.

All right. Thank you.

Good luck to you.

MS. FRENCH-HAWKINS: Thank you.

(Hearing concluded at 9:42 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 Planning Board proceedings; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

**Planning Board-Rezoning** **7. C.**

| | |
|---|---|
| **Meeting Date:** | 05/01/2018 |
| **CASE :** | SPZ-2018-01 (formerly Z-2017-17) |
| **APPLICANT:** | Wanda French-Hawkins, Agent for Jason Hawkins, Owner |
| **ADDRESS:** | 6355 Mockingbird Lane |
| **PROPERTY REF. NO.:** | 35-1S-30-7117-000-000 |
| **FUTURE LAND USE:** | MU-U, Mixed-Use Urban |
| **DISTRICT:** | 3 |
| **OVERLAY DISTRICT:** | Oakfield |
| **BCC MEETING DATE:** | 06/07/2018 |

**SUBMISSION DATA:**

**REQUEST:**
**To Allow a Mobile Home in MDR, Medium Density Residential district (10 du/acre)**
**Per Ordinance 2018-17; Adopted April 5, 2018**

**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.

**CPP FLU 1.3.1 Future Land Use Categories**. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.

**FINDINGS**

The proposed amendment to allow a mobile home in MDR zoning **is consistent** with the intent and purpose of the Future Land use category of MU-S as stated in CPP FLU 1.3.1. The Comprehensive Plan allows for residential, retail sales and services, professional office, recreational facilities, public and civic, limited agriculture.

**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. 3-2.7 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.

**FINDINGS**

The permitted uses within the MDR zoning category does not allow the placement of a mobile home, however based on an adopted Ordinance 2018-17 adopted April 5, 2018, the Board of County Commissioners approved a Special-Use rezoning process to allow mobile homes within MDR zoning districts. If the applicant meets the criteria under these allowances, then the request could be compatible with the LDC.

**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 and HDMU. In the area, there are single-family residences, one church, three mobile homes and vacant residentially zoned properties. The request to allow a mobile home on the parcel will be the same intensity as other single-family or mobile homes in the area and other uses would be limited to the permitted or conditional uses of the district.

**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**

Staff determines that the proposed rezoning request is compliant with Ordinance 2018-17, approved by the Board of County Commissioners on April 5, 2018, and will not establish or reinforce a condition of spot zoning for the following reasons: The zoning and density of MDR is not changing. The commercial uses are yet not permitted and the allowable uses are not changing with the exception of a mobile home. It appears the existing uses in close proximity of the parcel in question are mobile homes. Thus an appropriate site specific balance between the existing uses and the proposed use exists.

**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.

**SPECIAL USE CRITERIA**
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:

**Criteria a and b; LDC 2-7,2(4)b**

**a. Must be on a conforming lot or lot of record**

**FINDINGS**
The parcel is a lot of record confirmed by staff using the 1996 lot of record date.

**b. Minimum lot size of one acre**

**FINDINGS**
According to the Escambia County Property appraiser's website, this site is approximately parcel is **5.0 (+/-)** acres in size.

**Criteria c and d; LDC 2-7.2(4)b**

**c. Front setback must be a minimum of 40 feet.**

**FINDINGS**
The required setback will be reviewed when the applicant submits an application to place the mobile home on site.

**d. Only one mobile home allowed per lot**

**FINDINGS**

According to the Escambia County Property appraiser's website, this site is vacant residential. This criterion was also confirmed during a site visit. The applicant must acknowledge this allowance.

**Criteria e and f; LDC 2-7.2(4)b**

**e. Lot may not be subdivided**

**FINDINGS**

Approval of this special use zoning will require that the property will **not** be subdivided.

**f. Lot may not be located within a platted subdivision**

**FINDINGS**

The lot **is not** located within a platted subdivision.

**Criteria g and h; LDC 2-7.2(4)b**

**g. Use may not otherwise be prohibited by an overlay district**

**FINDINGS**

The parcel **is** located in the Oakfield overlay district, but there are not supplemental land use requirements at this time.

**h. The use of a mobile home is compatible with the surrounding area**

**FINDINGS**

The proposed amendment **is** compatible with surrounding existing uses in the area due to the fact that other mobile homes are currently existing in the immediate area.

**Criteria i and j; LDC 2-7.2(4)b**

**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.**

**FINDINGS**

The parcel is located in an X Flood Zone.

**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.**

**FINDINGS**

This special use rezoning request is only for the placement of one mobile home.

**Criteria k and l; LDC 2-7.2(4)b**

**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.**

**FINDINGS**
The County is to be notified if the mobile home is removed by owner.

**l. Lot may not be located in the Escambia County Mid-West Sector Plan**

**FINDINGS**
The parcel **is not** located in the Escambia County Mid-West Sector Plan.

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**Attachments**

Working Case File

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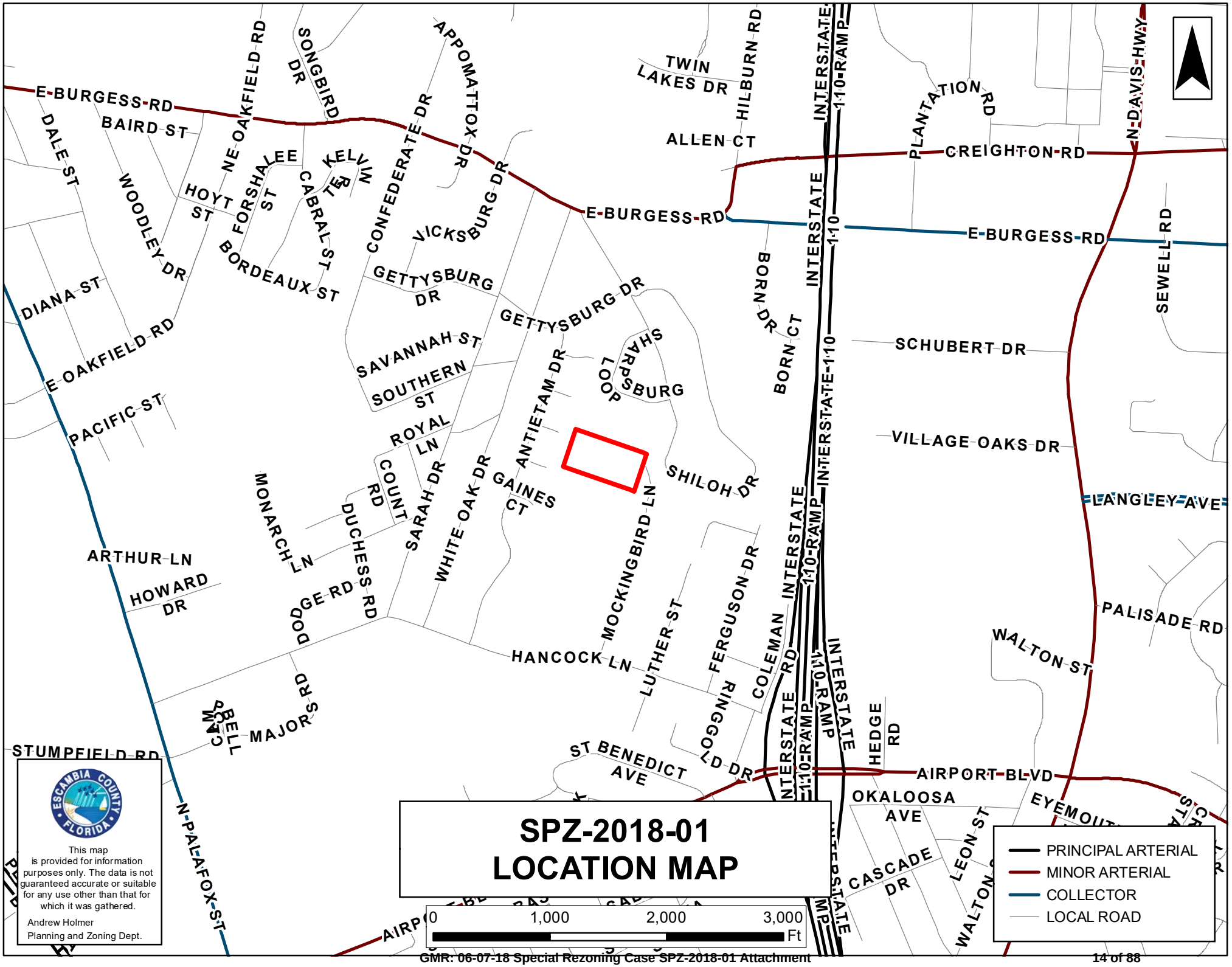
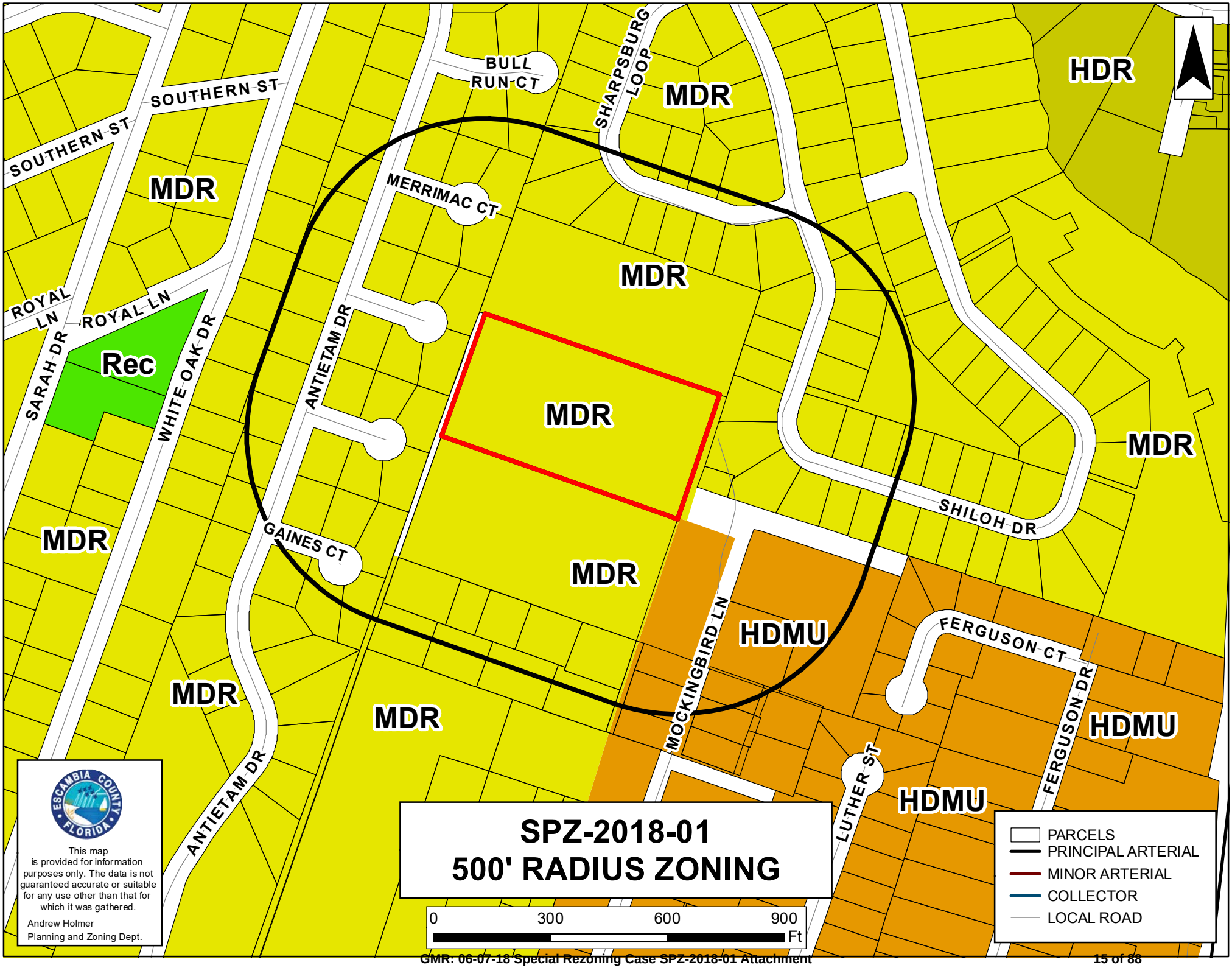



# SPZ-2018-01
# LOCATION MAP


SOUTHERN ST
SOUTHERN ST
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WHITE OAK DR
ANTIETAM DR
GAINES CT
ANTIETAM DR
MOCKINGBIRD LN
LUTHER ST
FERGUSON CT
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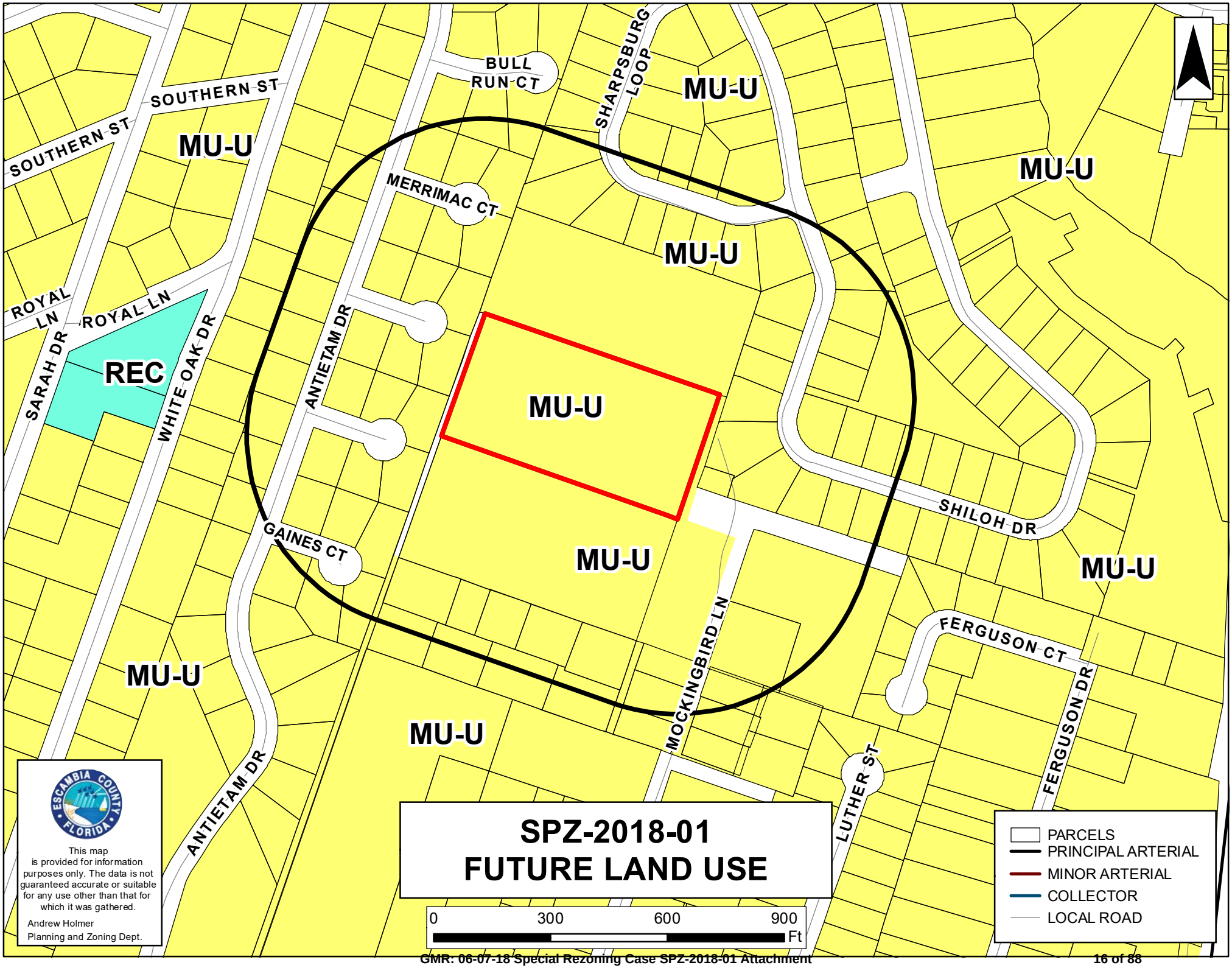
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


SOUTHERN ST
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ANTIETAM DR
GAINES CT
SHILOH DR
MOCKINGBIRD LN
FERGUSON CT
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SPZ-2018-01
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MINOR ARTERIAL
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LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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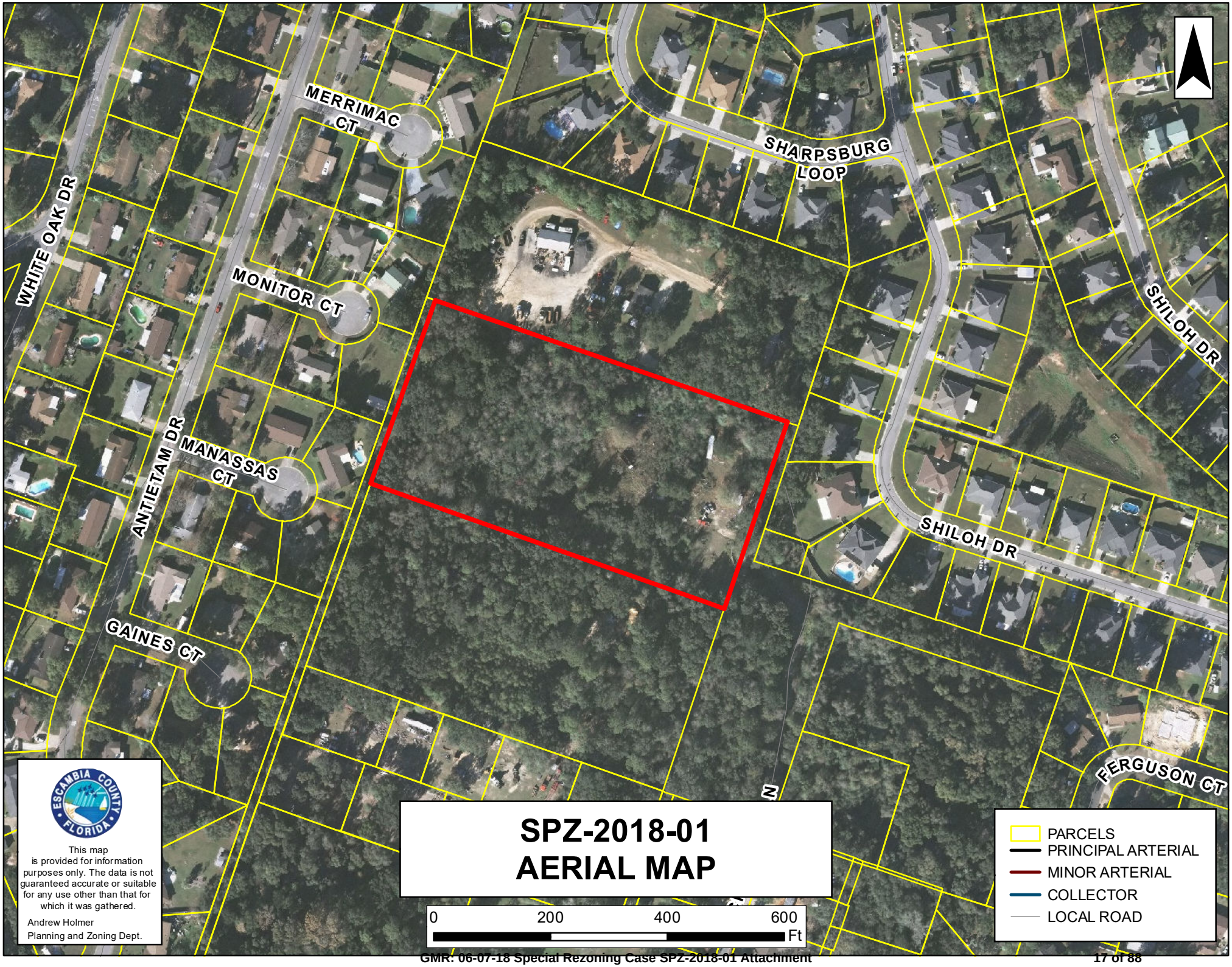
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SHARPSBURG LOOP
WHITE OAK DR
MONITOR CT
SHILOH DR
ANTIETAM DR
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ESCAMBIA COUNTY FLORIDA
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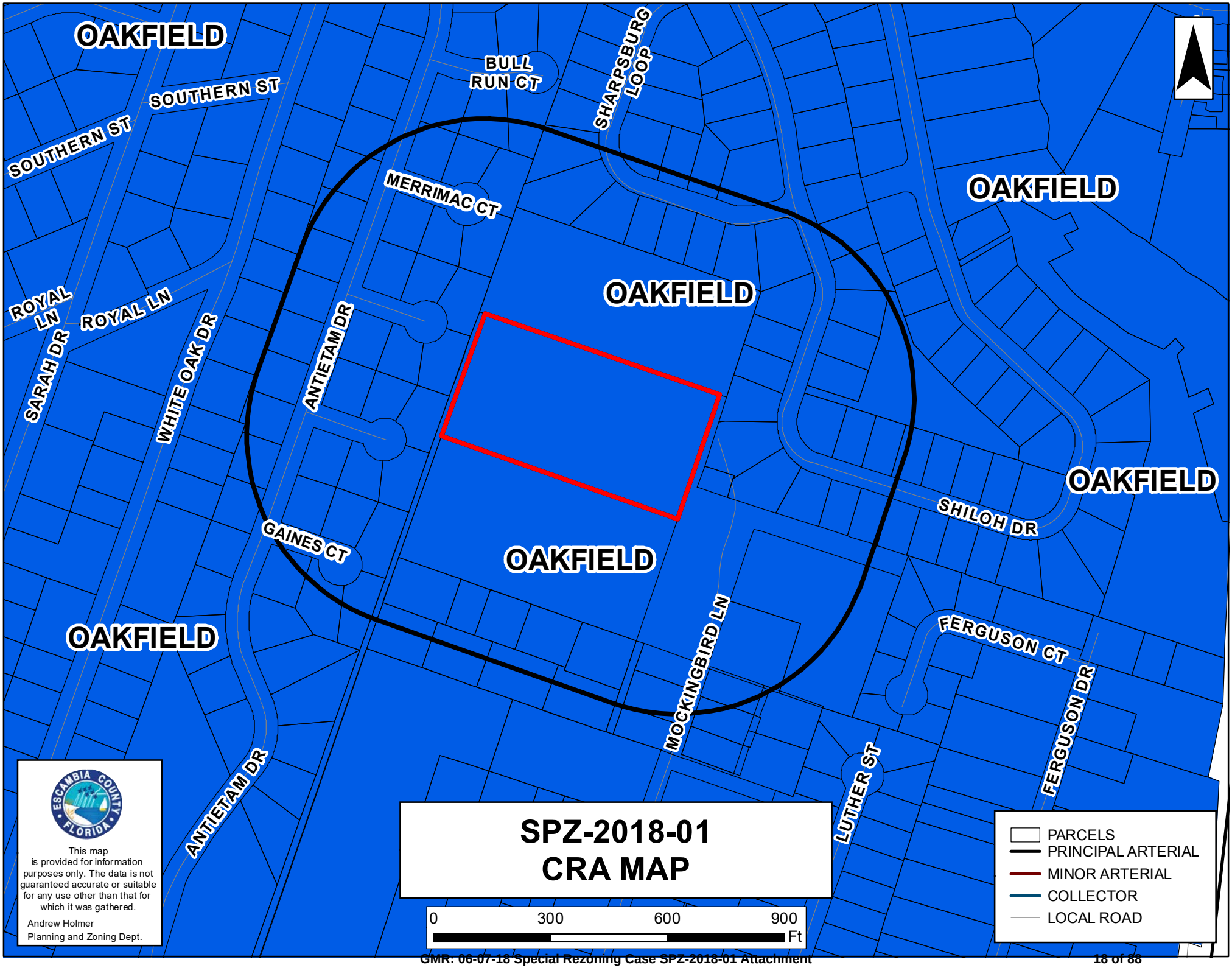
OAKFIELD
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SOUTHERN ST
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SHARPSBURG LOOP
MERRIMAC CT
OAKFIELD
OAKFIELD
ROYAL LN
ROYAL LN
SARAH DR
WHITE OAK DR
ANTIETAM DR
GAINES CT
SHILOH DR
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FERGUSON CT
FERGUSON DR
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SPZ-2018-01
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.

# Notice of Public Hearing Sign

DIRECT ACCESS TO SITE
(HEAVILY WOODED)
LOOKING SOUTH FROM SITE

LOOKING WEST ONTO SITE

LOOKING WEST ONTO SITE

LOOKING NORTH ALONG ROAD

LOOKING NORTH FROM SITE

**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

## Special-Use Rezoning Application

**FOR OFFICE USE ONLY** - Case Number: SPZ-2018-01 Accepted by: AC PB Meeting: 5/1/18

1. **Contact Information:**

   A. **Property Owner/Applicant:** JASON HAWKINS

   Mailing Address: 6355 MOCKINGBIRD LANE PENSACOLA, FLORIDA 32503

   Business Phone: 850 207-3417 Cell: 850 207-3417

   Email: tahliha@gmail.com

   B. **Authorized Agent (if applicable):** WANDA FRENCH-HAWKINS

   Mailing Address: 911 MONTCLAIR ROAD PENSACOLA, FLORIDA 32505

   Business Phone: _____ Cell: 850 207-3417

   Email: TAHLIHA@GMAIL.COM

   ***Note:*** *Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: 6355 MOCKINGBIRD LANE PENSACOLA, FLORIDA 32503

   Parcel ID: 35-IS-30-7117-000-000

   B. Total acreage of the subject property: FIVE

   C. Existing Zoning (MDR or HDR ONLY): MDR

   FLU Category: MU-U

   D. Is the subject property developed (if yes, explain): YES WATER, ELECTRICITY

   E. Sanitary Sewer: _____ Septic: YES

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 Special-Use 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.

It is Consistent

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

THE NEW ORDINANCE ALLOWS FOR US TO APPLY FOR A SPECIAL USE REZONING TO HAVE OUR MOBILE HOME ON THE LOT, WHICH IS SURROUNDED BY OTHER HOMES.

c. **Compatible with surroundings.** 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.

The vacate lot surrouded by other Single family Homes.

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*
IT WOULD BE TRANSITIONAL BETWEEN THE OTHER ZONING IN THE AREA.

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.
IT WOULD BE TRANSITIONAL BETWEEN THE OTHER ZONING IN THE AREA.

f. **Special-Use rezoning criteria:**

☑ Is the parcel a conforming lot or lot of record

☑ The minimum lot size of one acre

☑ The front setback must be a minimum of 40 feet

☑ Only one mobile home allowed per lot

☑ The lot may not be subdivided

☑ The lot may not be located within a platted subdivision

☑ The use may not be otherwise prohibited by any overlay district

☑ The use of a mobile home is compatible with the surrounding area

☑ The 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 Zone A, B or C.

☑ There are 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

☑ 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 to the rezoning criteria contained herein

☑ The lot may not be located in the Escambia County Mid-West Sector Plan

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): 35 1S 30 7 1 1 7000000

Property Address: 6355 Mockingbird Lane

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 October DAY OF 10, YEAR OF 17.

| | | |
|---|---|---|
| X Jason Hawkins | Jason Hawkins | 10/10/17 |
| Signature of Property Owner | Printed Name of Property Owner | Date |
| | | |
| Signature of Property Owner | Printed Name of Property Owner | Date |

Last Updated: 3/16/17

## AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

**(if applicable)**

As owner of the property located at 6355 Mockingbird Lane Pensacola, Florida, property reference number(s) _____ I hereby designate Wanda French-Hawkins 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: Wanda French-Hawkins Email: tahlika@gmail.com
Address: 911 Montclair Road Pensacola, FL 32503 Phone: 850 207-3417

X Joan Hawkins B. | Jason Hawkins | _____
Signature of Property Owner | Printed Name of Property Owner | Date

_____ | _____ | _____
Signature of Property Owner | Printed Name of Property Owner | Date

STATE OF Florida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 10 day of October 20 17,
by _____.
Personally Known ☐ OR Produced Identification ☒. Type of Identification Produced: FL D.L.

Kayla Renae Meador | Kayla Renae Meador
Signature of Notary | Printed Name of Notary

(Notary Seal)

KAYLA RENAE MEADOR
Commission # GG 044191
Expires November 7, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

## 5. Submittal Requirements

A. ☐ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. ☐ Application Fees: To view fees visit the website: - waived per director 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).**

waived per director

C. ☑ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. ☐ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. ☐ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

**By my signature, I hereby certify that:**

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

X Wanda French-Hawkins — Signature of Owner/Agent
X Wanda French-Hawkins — Printed Name Owner/Agent — 10-10-17 — Date

X Jason Hawkins Sr — Signature of Owner
X Jason Hawkins Sr — Printed Name of Owner — Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 10 day of October 20 17, by _____.

Personally Known ☐ OR Produced Identification ☒. Type of Identification Produced: FL D.L.

Kayla Renae Meador — Signature of Notary
Kayla Renae Meador — Printed Name of Notary

(Notary Seal)
KAYLA RENAE MEADOR
Commission # GG 044191
Expires November 7, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

Jack R. Brown
County Administrator

November 1, 2017

Mr. Jason Hawkins
6355 Mockingbird Lane
Pensacola, Florida 32504

RE: Fee Waiver Request – 6355 Mockingbird Lane, Pensacola, Florida 32504

Dear Mr. Hawkins,

On June 17, 2010, the Board of County Commissioners adopted Resolution R2010-107 that provides for the waiver of certain Planning Board and Board of Adjustment application fees for projects, regardless of size or scale, that will provide affordable housing to low income individuals and families. Under this Resolution, I have the discretion to grant waivers of certain fees if the applicant(s) meet the following qualifications:

1) Individuals and families with an annual gross income at or below 30% of the median income for Escambia County; and

2) Non-profit organizations that will develop and provide affordable housing for individuals and families with an annual gross income at or below 30% of the median income for Escambia County.

After reviewing your request for relief dated September 28, 2017, along with the supporting documentation that you provided, it appears that you meet the eligibility criteria based on the 2017 Income Guidelines. I hereby wave the Planning Board and Board of Adjustment application fees listed in Resolution R2010-107, Exhibit "A".

If you have any questions, please call me at (850) 595-4947.

Sincerely,

Jack R. Brown
County Administrator

c: Horace Jones, Director, Development Services

Horace L. Jones, Director
Development Services

TO: Jack R. Brown, County Administrator

FROM: Horace L. Jones, Director, Development Services

DATE: October 10, 2017

RE: Fee Waiver Request – 6355 Mockingbird Lane, Pensacola, FL 32504

Resolution R2010-107, approved by the Escambia County Board of County Commissioners on June 17, 2010, provides for waiver of certain Planning Board and Board of Adjustment application fees for projects, regardless of size or scale, that will provide affordable housing for low income individuals and families. Pursuant to this Resolution, and upon written request with supporting documentation required by this Resolution, "the County Administrator shall only grant waivers to the following qualified applicants":

Section 3. Qualified Applicants. a. Individuals and families with an annual gross income at or below 30% of the median income for Escambia County.

On September 28, 2017, Wanda French, agent for Mr. Jason Hawkins, owner, submitted a "Fee Waiver Request Form," to the Development Services Department of Escambia County, for property located at 6355 Mockingbird Lane, Pensacola, FL 32504, for a waiver of the rezoning application fee ($1, 275.50).

Enclosed for your consideration and sign-off on this request, pursuant to Resolution R2010-107, are the following documents submitted by Wanda French agent for Mr. Jason Hawkins, for the property located at 6355 Mockingbird Lane, Pensacola, Florida 32504:

- Copy of Resolution R2010-107
- Copy of Fee Waiver Request Form (noting a marital status of "married" per the agent)
- Copy of Warranty Deed, dated December 6, 1993, for 6355 Mockingbird Lane
- Copy of State of Florida, Department of Financial Services, Statement of Retirement Benefit Payments, dated 10/30/2015, for net monthly benefits in the amount of $648.65 ($7,783.80 annually)
- Copy of Florida Division of Retirement, dated May 19, 2017, for net monthly benefits of $659.88 ($7,918.56 annually)

Combined total monthly income submitted of $15, 702.36

- Copy of Escambia/Pensacola Maximum Income Eligibility Limits, 2017 Income Guidelines, with an effective date of April 14, 2017, depicting $16,240 as 30% of area median income for # of persons in family of two (2)

- Copy of Planning Zoning Fee Schedule, January 2017

Escambia County
Clerk's Original
6/17/2010 GMR II-1

2010-000657 BCC
Jun. 17, 2010 Page 1

RESOLUTION R2010-107

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING A PROGRAM TO WAIVE CERTAIN PLANNING BOARD AND BOARD OF ADJUSTMENT APPLICATION FEES; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on September 6, 2007, the Board of County Commissioners adopted Resolution R2007-159, establishing a schedule of fees for certain County services; and

**WHEREAS**, the Board of County Commissioners has determined that it is in the best interest of the public to waive certain Planning Board and Board of Adjustment application fees for projects, regardless of size or scale, that will provide affordable housing for low income individuals and families;

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

**Section 1. Incorporation.**

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

**Section 2. Fee Waiver.**

Upon request, the County Administrator may grant to qualified applicants a waiver of the fees shown in the attached Exhibit A. Qualified applicants shall submit a written request for a fee waiver to the County Administrator's Office and include with their request the supporting documentations required by this Resolution.

**Section 3. Qualified Applicants.**

The County Administrator shall only grant waivers to the following qualified applicants:

a. Individuals and families with an annual gross income at or below 30% of the median income for Escambia County.

b. Non-profit organizations that will develop and provide affordable housing for individuals and families with an annual gross income at or below 30% of the median income for Escambia County.

**Section 4. Supporting Documentation.**

a. All applicants must submit sufficient evidence of ownership or control of the

Date: 6/21/2010 Verified By: M Harris

property that is the subject of the development project for which the waiver is sought.

b. All applicants must submit a copy of their federal income tax returns for the previous two years.

c. All applicants must submit sufficient evidence that at least 30% of the total housing units produced from the development project will be sold or rented to, or occupied by, individuals and families with annual gross incomes at or below 30% of the median income for Escambia County.

d. For projects that will provide rental housing, applicants shall also submit a schedule of rental rates for each unit by size.

**Section 5. Expiration of Approved Fee Waivers.**

The fee waiver shall expire after twelve (12) months.

**Section 6. Effective Date.**

This Resolution shall become effective immediately upon its adoption by the Board of County Commissioners.

**ADOPTED** this 17th day of June, 2010.

ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS,
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman
Date Executed
6-21-2010

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

THE BOARD OF COUNTY COMMISSIONERS * ESCAMBIA CO., FL *

BY: _____
Deputy Clerk

**BCC Approved:** 6-17-2010
Date

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date June 2, 2010

## Development Services Bureau
Escambia County, Florida

### Fee Schedule
(excerpt from fee schedule Approved September 6, 2007)

| Planning Board | Fee |
|---|---|
| Planning Board: Large Scale Amendment (>10 acres) | $3,500 |
| Planning Board: Small Scale Amendment (<10 acres) | $2,500 |
| Planning Board: Reqest for Interpretation | $250 |
| Rezoning Request: One parcel | $1,500 |
| Rezoning Request: Two contiguous parcels | $2,500 |
| (each additional contiguous parcel) | $100 |
| **Board of Adjustment** | **Fee** |
| BOA Variance | $500 |
| BOA Conditional Use | $1,500 |
| BOA Administrative Appeal | $800 |
| BOA Vested Rights | $800 |
| BOA Development Order Extension | $250 |

3300 North Pace Boulevard, Suite 300
Pensacola, Florida 32505
850-595-3550 FAX: 850-595-3557

www.myescambia.com

1190 West Leonard Street
Pensacola, Florida 32501
850-595-3475 FAX 850-3481

# BOARD OF COUNTY COMMISSIONERS
# ESCAMBIA COUNTY, FLORIDA

## FEE WAIVER REQUEST FORM

The Board of County Commissioners have determined that it is in the best interest of the public to waive certain Planning Board and Board of Adjustment application fees for projects, regardless of size or scale, that will provide affordable housing for low income individuals and families. Upon request, the County Administrator may grant, to qualified applicants, a waiver of the fees approved by Resolution 2010-107. An approved fee waiver request shall expire after twelve (12) months.

The County Administrator shall only grant waivers to the following qualified applicants. Please check the box next to the appropriate statement that applies to your request.

☑ Individuals and families with an annual gross income at or below 30% of the median income for Escambia County.

☐ Non-profit organizations that will develop and provide affordable housing for individuals and families with an annual gross income at or below 30% of the median income for Escambia County.

Property Owner/Non-profit Organization Name: Jason Hawkins

Please list the address(es) and Property Reference Number(s) for the property(s):
6355 Mockingbird Lane, Pensacola FL 32504

Please indicate which application fee this request is for and the amount: 2000.00

Please attach the following required supporting documents to this request form:

a. All applicants must submit sufficient evidence of ownership or control of the property that is the subject of the development project for which the waiver is sought.
b. All applicants must submit a copy of their federal income tax returns for the previous two years.
c. All applicants must submit sufficient evidence that at least 30% of the total housing units produced from the development project will be sold or rented to, or occupied by, individuals and families with annual gross incomes at or below 30% of the median income for Escambia County.
d. For projects that will provide rental housing, applicants shall also submit a schedule of rental rates for each unit by size.

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FOR INTERNAL OFFICE USE ONLY

The applicant is a qualified applicant. ☑YES ☐NO

The applicant provided all required supporting documents. ☑YES ☐NO

Therefore; this fee waiver request for _____
Type of application

is hereby_____ on this _____ day of_____, 20____.

Ms. French
(850) 207-3417
Please Keep

Horace Jones
Development Services Director

6/2015

The original copy
Was given to

Jay Parr

on 9-28-17

In order to bring back
In the supporting
documents as needed
to make the determination.

H. B
9-28-17

Recorded in Public Records 07/01/2005 at 10:12 AM OR Book 5672 Page 1671, Instrument #2005390872, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00

STATE OF FLORIDA

ESCAMBIA COUNTY

This Instrument was Prepared by:
Jason Hawkins Sr.
6355 Mockingbird Lane
Pensacola, FL Address 32503
Return Instrument to:
Same Name and Address
as Above
Address

# WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That LILLIAN HAWKINS for and consideration of Ten and No/100 ($10.00) DOLLARS and all other Good and Valuable considerations

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto JASON HAWKINS Sr.,

his heirs, executors, administrators and assigns, forever, the following described real property, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Begin at the Southeast corner of Section 28, Township 1 South, Range 30 West, thence North along said section line 1702 feet; thence East at right angle 15 feet to the point of beginning; thence North at right angle 330 feet; thence East at right angle 650 feet; thence South at right angle 330 feet; thence West at right angle 650 feet to the point of beginning, lying and being in Section 35, Township 1 South, Range 30 West, all lying and being in the County of Escambia, State of Florida.

Together with all and singular the tenements, hereditaments and appurtenances thereto belong or in anywise appertaining, free from all exemptions and right of homestead.

And I covenant that I am/~~are~~well seized of an indefeasable estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that My heirs, executors and administrators, the said grantee, his heirs, executors, administrators, and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, I have hereunto set my ~~hands~~ and seal~~s~~ this 6th day of December, A.D. 19 93.

Signed, sealed and delivered in the presence of

Carla R. Mitchem
CARLA R. MITCHEM

IDA C. MITCHEM

Lillian Hawkins
LILLIAN HAWKINS

Before the subscriber personally appeared LILLIAN HAWKINS ~~XXXX~~, known to me to be the individuals described by said names in and who executed the foregoing instrument, and acknowledged that she executed the same for the uses and purposes therein set forth.

STATE OF FLORIDA

ESCAMBIA COUNTY

The foregoing instrument was acknowledged before me this 6th day of December, 19 93 by LILLIAN HAWKINS, who produced FLDL#H25252173891 as identification and who did not take an oath.

Given under my hand and official seal this 6th day of December, 19 93.

OFFICIAL NOTARY SEAL
IDA C MITCHEM
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC180172
MY COMMISSION EXP. MAR 8,1996

Notary Public IDA C. MITCHEM

# STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

JEFF ATWATER, CHIEF FINANCIAL OFFICER
STATEMENT OF RETIREMENT BENEFIT PAYMENTS

| FLAIR ACCOUNT CODE | OLO | SITE | DOCUMENT NUMBER | OBJECT | DATE | WARRANT NO |
|---|---|---|---|---|---|---|
| 72-732309001-72750300-00-31103100 | 720000 | 04 | C6000013182 | 4212 | 10/30/2015 | 1201434 |

| REMITTED BY | PAYEE | WITHHOLDING STATUS |
|---|---|---|
| DIVISION OF RETIREMENT<br>P.O. BOX 9000<br>TALLAHASSEE, FLORIDA 32315-9000 | PAYEE : JASON HAWKINS<br>PAYEE : XXX-XX-9703<br>MEMBER : JASON HAWKINS<br>MEMBER : XXX-XX-9703 | MARITAL STATUS : M<br>ALLOWANCES : 3<br>STATED W/H TAX :<br>ADDL W/H TAX :<br>W/H TAX : Y |

SUMMARY OF BENEFITS AND DEDUCTIONS

| | THIS PAYMENT | CALENDAR YEAR-TO-DATE |
|---|---|---|
| RETIREMENT BENEFIT | $852.49 | $8,375.92 |
| HEALTH INSURANCE SUB | 84.05 | 840.50 |
| GROSS BENEFITS | 936.54 | 9,216.42 |
| WITHHOLDING TAX | | |
| MISC DEDUCTIONS | 287.89 | 2,414.90 |
| NET BENEFITS | $648.65 | $6,801.52 |

MISCELLANEOUS DEDUCTIONS

| CODE | DESCRIPTION | THIS PAYMENT | CALENDAR YEAR-TO-DATE |
|---|---|---|---|
| 085 | ESCAMBIA COUNTY SCHO | $55.89 | $558.90 |
| 408 | FBMC BENEFITS MANAGE | 232.00 | 1,856.00 |
| TOTAL OF MISC DEDUCTIONS | | $287.89 | $2,414.90 |

If you have questions about this statement or your retirement: call toll free 1-844-377-1888 (or local Tallahassee callers 850-907-6500); visit our website frs.MyFlorida.com; write (see above) or email Retirement@dms.myflorida.com

AN ADJUSTMENT WAS MADE TO YOUR TAX FILING STATUS WHICH MAY HAVE RESULTED IN A CHANGE IN YOUR NET BENEFIT.
PLEASE NOTIFY RETIRED PAYROLL BY PHONE OR IN WRITING IF YOUR ADDRESS CHANGES. INCLUDE YOUR NAME, SS#, TELEPHONE NUMBER & SIGNATURE.

TO REQUEST A FORM FOR DIRECT DEPOSIT, CONTACT THE RETIRED PAYROLL SECTION TOLL FREE AT 844-377-1888 OR FOR LOCAL TALLAHASSEE CALLERS 850-907-6500.

THE DIVISION OF RETIREMENT, DEPARTMENT OF MANAGEMENT SERVICES FURNISHED THE ABOVE INFORMATION.

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING



GMR: 06-07-18 Special Rezoning Case SPZ-2018-01 Attachment

# TRANSACTION REPORT

MAY/19/2017/FRI 02:02 PM

FAX(TX)

| # | DATE | START T. | RECEIVER | COM.TIME | PAGE | TYPE/NOTE | | FILE |
|---|---|---|---|---|---|---|---|---|
| 001 | MAY/19 | 02:02PM | 7185068243 75 | 0:00:27 | 1 | MEMORY | OK SG3 | 9996 |

Income Verification
Rev. 07/13
Retired Payroll

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
retirement
We serve those who serve Florida

Bureau of Benefit Payments
Retired Payroll Section
P.O. Box 9000
Tallahassee, Florida 32315-9000
Tel: 850-907-6500 | Fax: 850-410-2010 | Toll-Free: 844-377-1388

Rick Scott, Governor

Erin Rock, Interim Secretary

May 4, 2017

To Whom It May Concern:

This is to certify that the payee named below is receiving a monthly Florida Retirement System (FRS) pension benefit* from the State of Florida, Division of Retirement in the amount indicated. The payee is eligible for a cost-of-living increase (COLA) added annually to the July FRS pension benefit (excluding the HIS payment) that is paid at the end of July. The payee's COLA percentage is 3%. This is a lifetime pension benefit.

| | | | |
|---|---|---|---|
| PAYEE NAME: | JASON HAWKINS | | |
| PAYEE SSN: | XXX-XX-9703 | | |
| MEMBER NAME: | JASON HAWKINS | | |
| MEMBER SSN: | XXX-XX-9703 | | |
| RETIREMENT DATE: | 12/2001 | | |
| FRS PENSION BENEFIT: | | $ | 878.06 |
| HEALTH INSURANCE SUBSIDY (HIS): | + | $ | 84.05 |
| GROSS BENEFIT: | | $ | 962.11 |
| DEDUCTIONS (EXCL. TAX): | - | $ | 302.23 |
| FEDERAL WITHHOLDING TAX: | - | $ | 0.00 |
| TOTAL DEDUCTIONS: | | $ | 302.23 |
| NET BENEFIT: | | $ | 659.88 |

This FRS pension verification letter is an accurate accounting of the above payee's monthly income and deductions at the time of their information request. Please contact the Division of Retirement, Retired Payroll Section at the phone number above for additional information.

Rebecca Day
Benefits Administrator
Retired Payroll Section

# ESCAMBIA/PENSACOLA
# MAXIMUM INCOME ELIGIBILITY LIMITS

2017 INCOME GUIDELINES
(SHIP Effective Date: April 14, 2017)
(HUD CDBG Effective Date: April 14, 2017—up to 80% AMI ONLY)

| # PERSONS IN FAMILY | 30% OF AREA MEDIAN INCOME (AMI) | 50% OF MEDIAN | 80% OF MEDIAN | 120% OF MEDIAN |
|---|---|---|---|---|
| 1 | $13,050 | $21,700 | $34,750 | $52,080 |
| 2 | 16,240 | 24,800 | 39,700 | 59,520 |
| 3 | 20,420 | 27,900 | 44,650 | 66,960 |
| 4 | 24,600 | 31,000 | 49,600 | 74,400 |
| 5 | 28,780 | 33,500 | 53,600 | 80,400 |
| 6 | 32,960 | 36,000 | 57,550 | 86,400 |
| 7 | 37,140 | 38,450 | 61,550 | 92,280 |
| 8 | 40,950* | 40,950 | 65,500 | 98,280 |

**For HUD programs, the definition of extremely low income has been changed to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services, provided that this amount is not greater than the Section 8 50% very low income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.*

THE ABOVE LEVELS DENOTE THE MAXIMUM GROSS FAMILY "HOUSEHOLD" INCOME AS RECEIVED FROM ALL PERSONS RESIDING IN THE HOUSEHOLD AND FROM ALL SOURCES PROVIDING INCOME TO THE HOUSEHOLD

1,300.53
12

# Planning Zoning Fee Schedule

## January 2017

| Planning and Zoning: Development Services (Front Counter) | |
|---|---|
| LU Cert. Comm. Site Renovation | $90.00 |
| LU Cert. Residential Site Renovation | $90.00 |
| LU Cert. Comm. Site New Development | $105.00 |
| LU Cert. Res. Site New Development | $105.00 |
| LU Cert. - Fences | $45.00 |
| Site Insp. Alcohol | $80.00 |
| Off Premise Signs/Billboards | $90.00 |
| Site Insp. For Non-DRC approved signs | $80.00 |
| Admin. Variance to Setbacks Comm. | $80.00 |
| Admin. Variance to Setbacks Resident. | $80.00 |
| Land Use Letter | $105.00 |
| Zoning Verification (written) | $30.00 |
| Lot of Record Research (per hour) | $30.00 |
| Mult. (3 or more) Requested verifications | $30.00 |
| Zoning Verification Computer (per hour) | $15.00 |
| **Planning & Zoning: Development Services (DRC Permit Type)** | |
| Site Plan - Major (for ONLY those applications listed below) | $1,804.00 |
| * Borrow Pit Permit | |
| * Land Clearing Debris Permit (LCD) | |
| * Construction & Demolition Debris (C&DD) | |
| * Recycling Permit for Yard Trash and Asphalt and/or Concrete | |
| Site Plan - Major | $2,122.50 |
| Site Plan - Minor | $852.00 |
| Preliminary Plat | $852.00 |
| Preliminary Plat/Construction Plan | $3,352.00 |
| (Inspection Fee $450 for the first 10 lots and $50 for each additional lot | $450.00 + |
| Final Plat | $847.00 |
| Stormwater Management Permit | $216.75 |
| Land Disturbance Permit | $216.75 |
| Minor Subdivision (LPU) | $640.25 |
| PUD | $3,505.00 |
| Final Re-Inspection | $200.00 |
| Pipe Video Inspection | 150/hr; 3 hr min. |
| **Planning and Zoning: Planning Board (Rezoning South of 9 Mile Rd)** | |
| Rezoning Request | $1,275.50 |
| Rezoning (Multiple Parcels) | $2,122.50 |
| (each additional parcel) | $84.70 |
| **Planning and Zoning: Planning Board (Rezoning North of 9 Mile Rd)** | |
| Rezoning Request | $1,084.00 |
| Rezoning (Multiple Parcels) | $1,804.00 |
| (each additional parcel) | $72.00 |

There will be a 3% surcharge on all credit card payments.

H:\DEV SRVCS\ADM-000\Planning Admin__ADMIN_CONVENIENCE\FEES\2017\Planning and Zoning Fee Schedule 2017_Fee reduction.xlsx

Recorded in Public Records 07/01/2005 at 10:12 AM OR Book 5672 Page 1671, Instrument #2005390872, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00

STATE OF FLORIDA

ESCAMBIA COUNTY

This Instrument was Prepared by:
Jason Hawkins Sr.
6355 Mockingbird Lane
Pensacola, Fl 32503 Address

Return Instrument to:
Same Name and Address
as Above
Address

# WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That LILLIAN HAWKINS for and consideration of Ten and No/100 ($10.00) DOLLARS and all other Good and Valuable considerations

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto JASON HAWKINS Sr.,

his heirs, executors, administrators and assigns, forever, the following described real property, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Begin at the Southeast corner of Section 28, Township 1 South, Range 30 West, thence North along said section line 1702 feet; thence East at right angle 15 feet to the point of beginning; thence North at right angle 330 feet; thence East at right angle 650 feet; thence South at right angle 330 feet; thence West at right angle 650 feet to the point of beginning, lying and being in Section 35, Township 1 South, Range 30 West, all lying and being in the County of Escambia, State of Florida.

Together with all and singular the tenements, hereditaments and appurtenances thereto belong or in anywise appertaining, free from all exemptions and right of homestead.

And I covenant that I am well seized of an indefeasable estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that My heirs, executors and administrators, the said grantee, his heirs, executors, administrators, and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of December, A.D. 19 93.

Signed, sealed and delivered in the presence of

Carla R Mitchem
CARLA R. MITCHEM

IDA C. MITCHEM

Lillian Hawkins
LILLIAN HAWKINS

Before the subscriber personally appeared LILLIAN HAWKINS, known to me to be the individuals described by said names in and who executed the foregoing instrument, and acknowledged that she executed the same for the uses and purposes therein set forth.

STATE OF FLORIDA

ESCAMBIA COUNTY

The foregoing instrument was acknowledged before me this 6th day of December, 19 93 by LILLIAN HAWKINS, who produced FLDL#H252521738910 as identification and who did not take an oath.

Given under my hand and official seal this 6th day of December, 19 93.

OFFICIAL NOTARY SEAL
IDA C MITCHEM
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC180172
MY COMMISSION EXP. MAR. 8,1996

Notary Public IDA C. MITCHEM

ECPA Home

# Chris Jones
# Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List | Amendment 1/Portability Calculations

Back

Navigate Mode ◉Account ○Reference

Printer Friendly Version

**General Information**

| | |
|---|---|
| **Reference:** | 351S307117000000 |
| **Account:** | 040492000 |
| **Owners:** | PARKER ROBERT C JR 1/6 INT & PARKER GERALDINE 1/6 INT & PARKER JAMES C EST OF 1/6 INT & PARKER WALTER L 1/6 INT&... |
| **Mail:** | 5650 CAMBRIDGE WAY #7 CULVER CITY, CA 90230 |
| **Situs:** | 6355 MOCKINGBIRD LN 32503 |
| **Use Code:** | VACANT RESIDENTIAL |
| **Taxing Authority:** | COUNTY MSTU |
| **Schools (Elem/Int/High):** | HOLM/WOODHAM/WASHINGTON |
| **Tax Inquiry:** | Open Tax Inquiry Window |

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

**Assessments**

| Year | Land | Imprv | Total | Cap Val |
|---|---|---|---|---|
| 2017 | $25,650 | $0 | $25,650 | $25,650 |
| 2016 | $25,650 | $0 | $25,650 | $25,650 |
| 2015 | $25,650 | $0 | $25,650 | $25,650 |

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

**Sales Data**

| Sale Date | Book | Page | Value | Type | Official Records (New Window) |
|---|---|---|---|---|---|
| 12/1993 | 5672 | 1671 | $100 | WD | View Instr |
| 10/1991 | 3077 | 281 | $100 | WD | View Instr |
| 01/1974 | 849 | 955 | $100 | WD | View Instr |

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

**2017 Certified Roll Exemptions**
None

**Legal Description**
BEG AT SE COR OF SEC 28 N ALG E LI OF SEC 1702 FT E AT RT ANG 15 FT FOR POB N AT RT ANG 330 FT E AT RT ANG 650 FT S...

**Extra Features**
None

**Parcel Information**

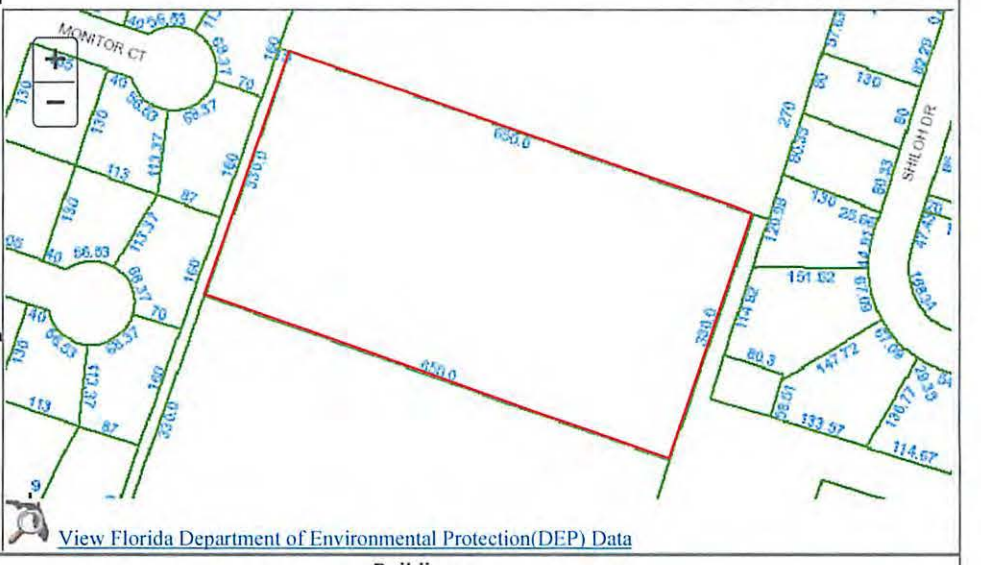
Launch Interactive Map

Section Map Id: 35-1S-30-1

Approx. Acreage: 5.0000

Zoned: MDR

Evacuation & Flood Information Open Report




View Florida Department of Environmental Protection(DEP) Data

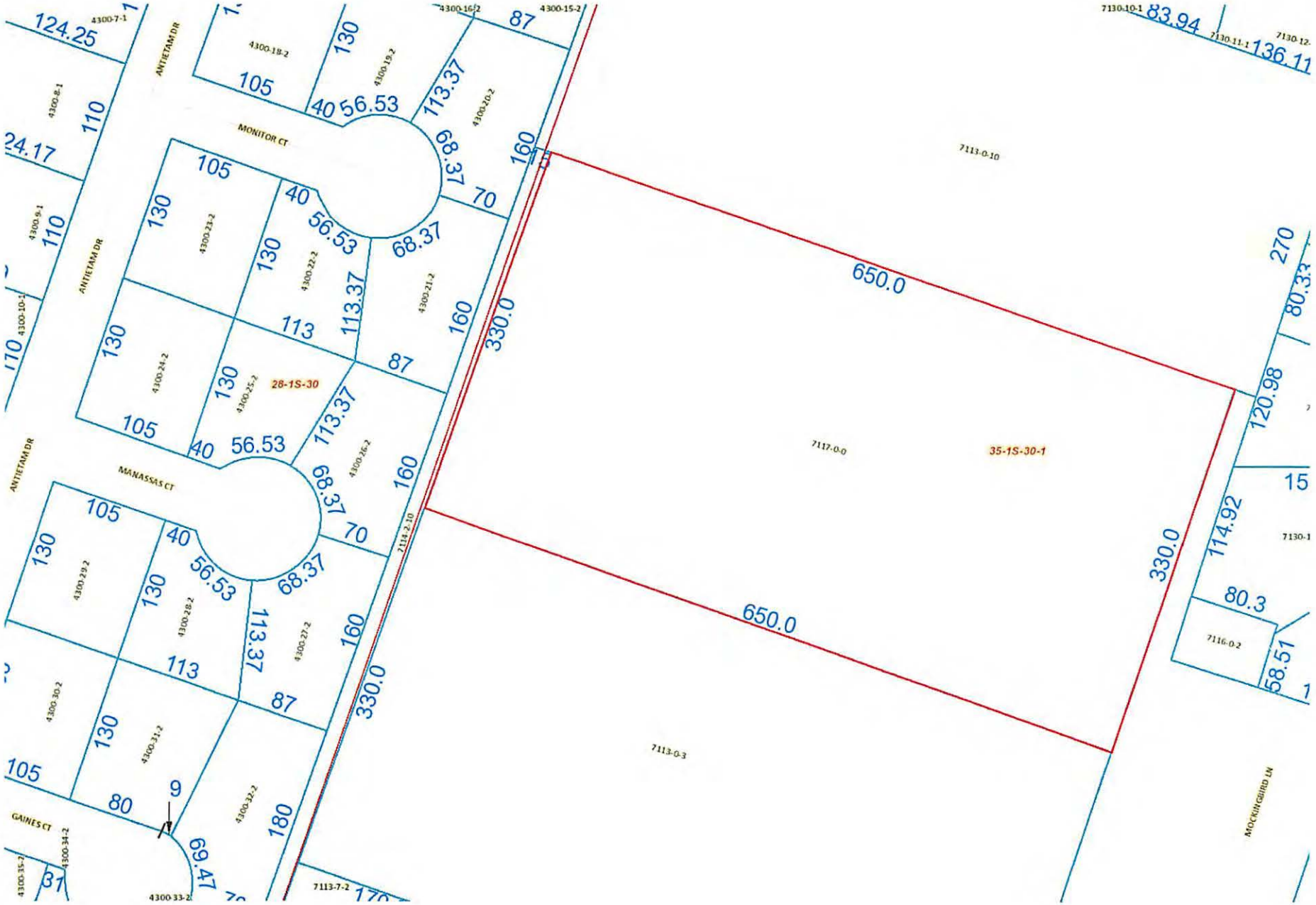
**Buildings**

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:10/10/2017 (tc.25092)





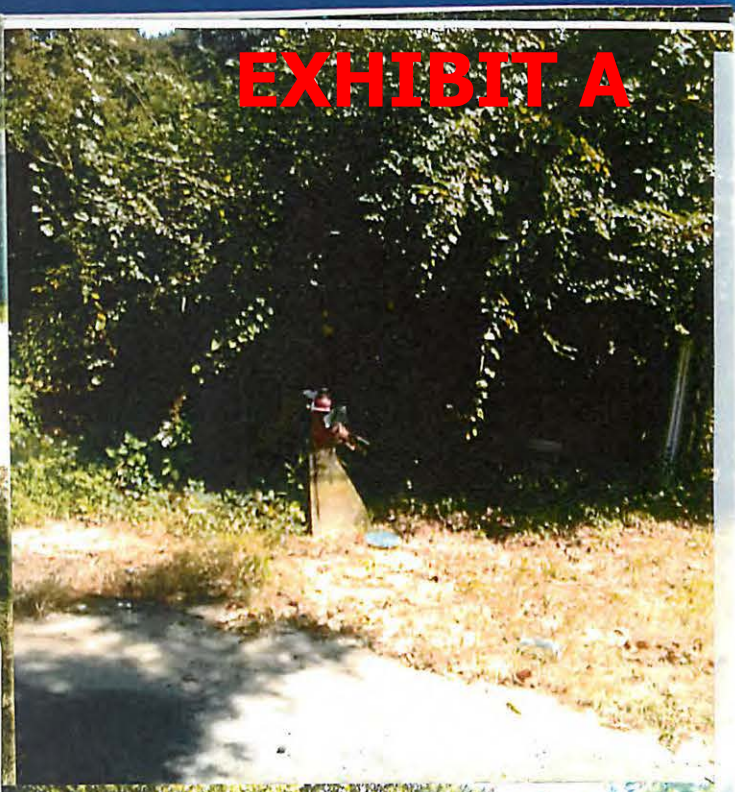

GMR: 06-07-18 Special Rezoning Case SPZ-2018-01 Attachment

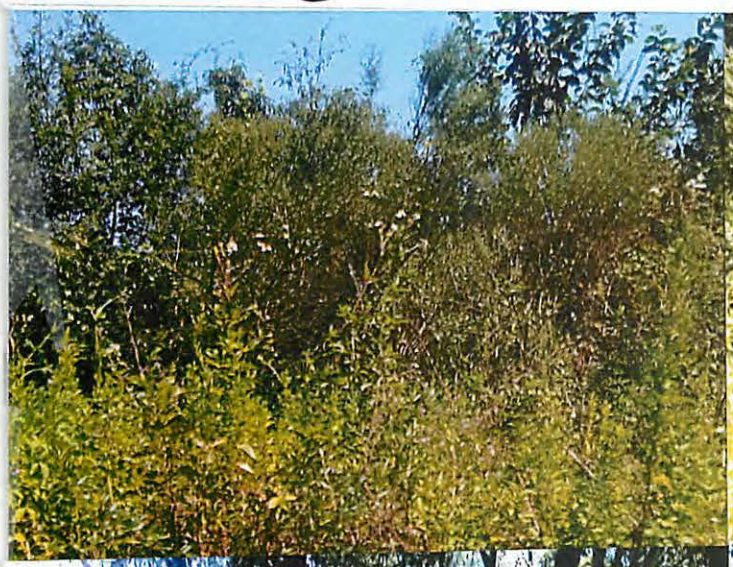
Escambia County Property Appraiser
**351S307117000000 - Full Legal Description**

BEG AT SE COR OF SEC 28 N ALG E LI OF SEC 1702 FT E AT RT ANG 15 FT FOR POB N AT RT ANG 330 FT E AT RT ANG 650 FT S AT RT ANG 330 FT W AT RT ANG 650 FT TO POB OR 849 P 955 OR 3077 P 281 OR 5672 P 1671

EXHIBIT A

This is the Start towards 6355 Mocking-Bird Lane





Right Hand side going
Down to the Property

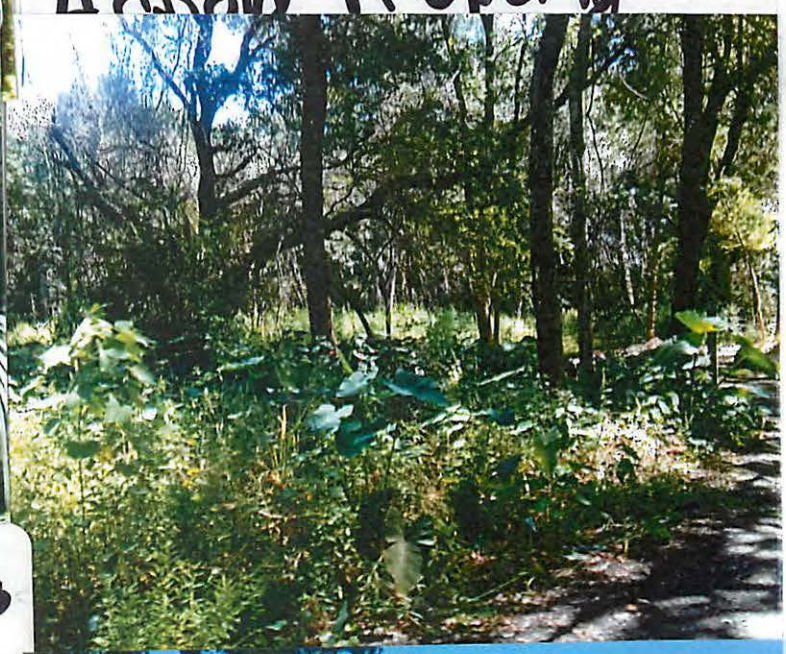
Still the right hand
side leading to the
Property

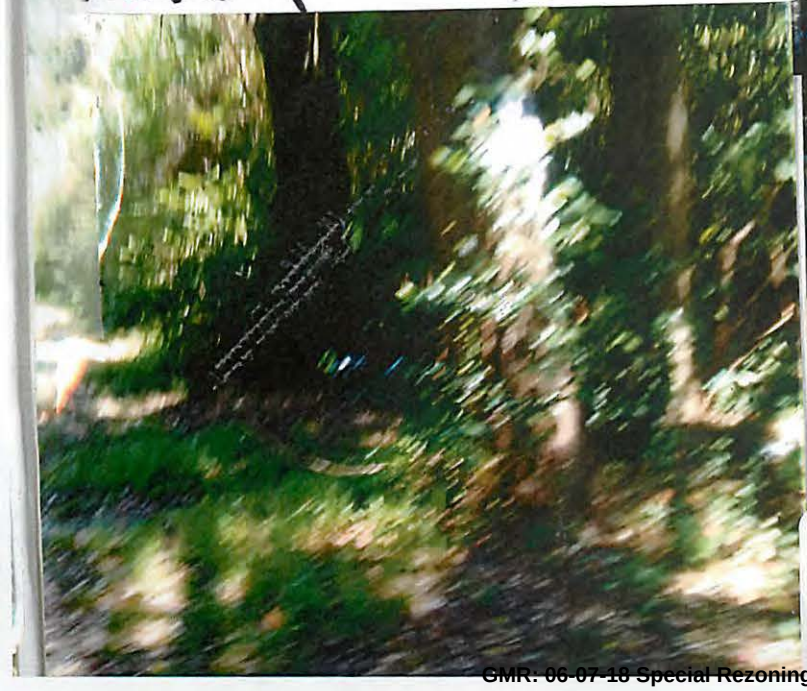
Right Hand Side going
down on to the Land

The Start of the

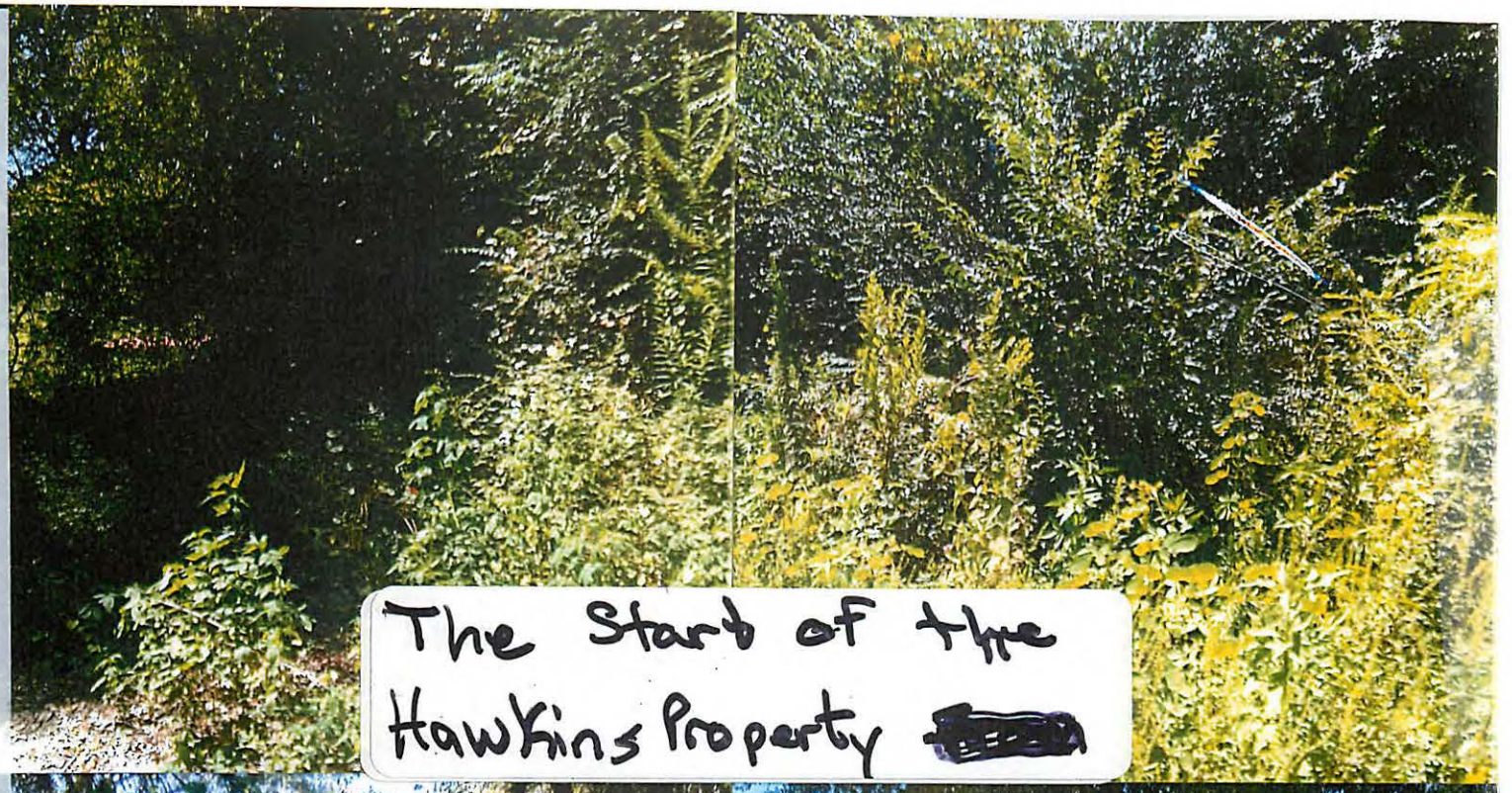
Arnold Property

Home on the Arnolds Property 1 of 2 Homes

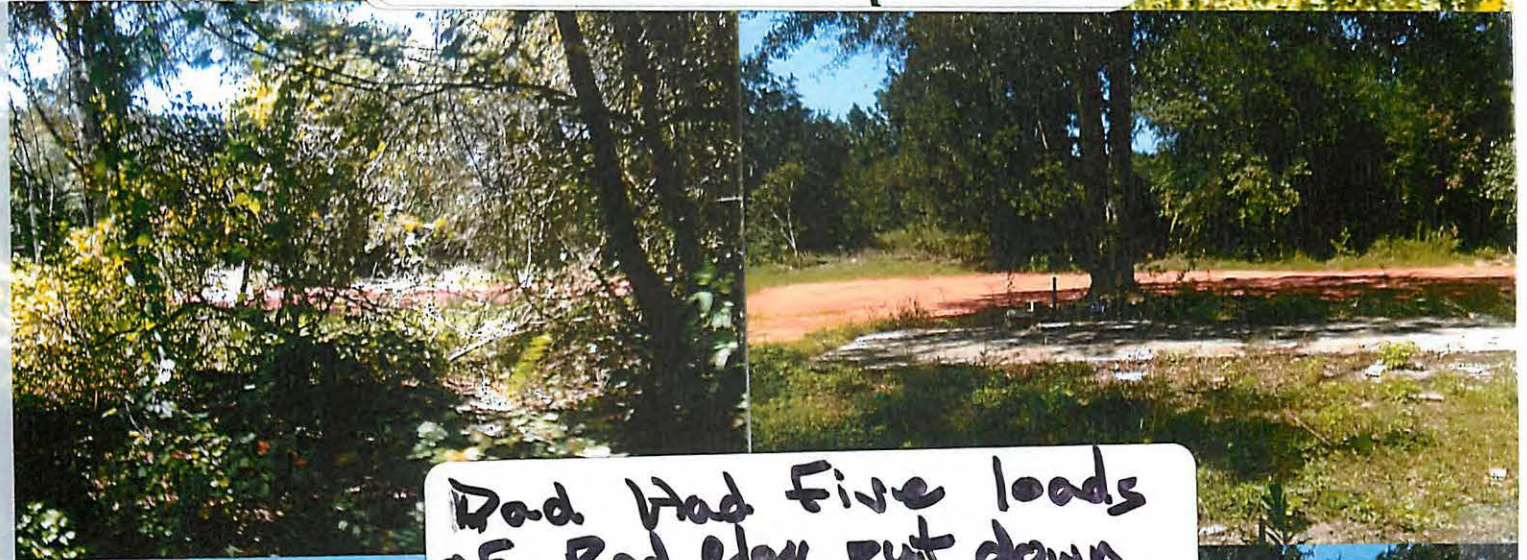




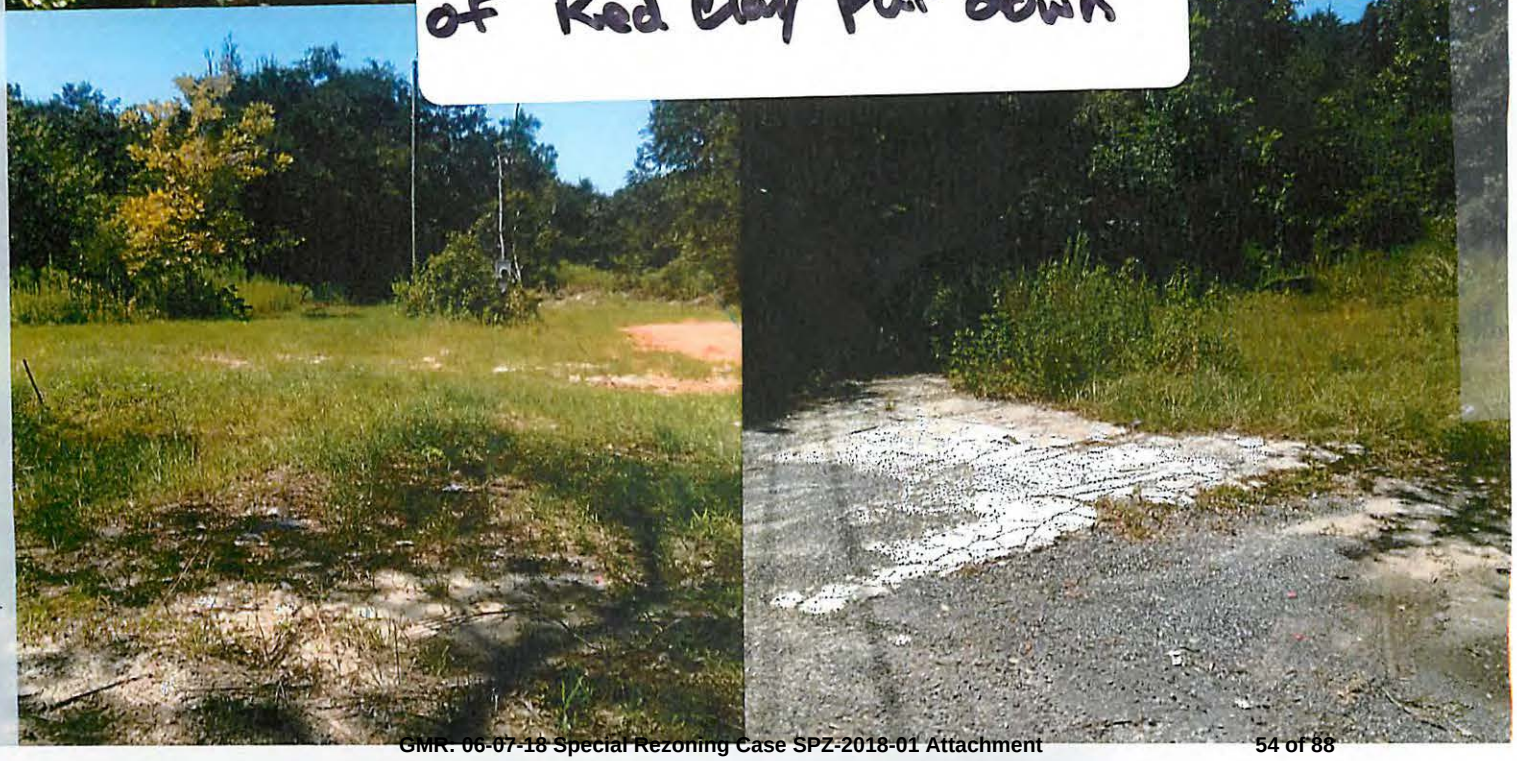
Second Property of Arnolds.



The Start of the Hawkins Property [redacted]



Road Had Five loads of Red Clay put down



There is nothing there but tree's bushes, It will be a great improvement to put a home on his property.

People are dumping trash on the land again. Dad was fined 2000.00 for others dumping trash on his land. Apart from the 2000.00 fine, he also had to pay for dumpsters several times

This is the end of the land in the "Hole".

This is the fourth Mobile Home on Mockingbird Lane

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

---

CASE #: Z-2017-17
Applicant: Wanda French-Hawkins, Agent for Jason Hawkins, Owner

Address: 6355 Mockingbird Lane

Property Size : 4.86 (+/-) acres
From: MDR, Medium Density Residential district (10 du/acre)

To: HDMU, High Density Mixed-use district (25 du/acre)

---

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 9th day of January 2018, commencing at approximately 8:40 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.



PLANNING BOARD

BOARD MEMBERS PRESENT:

WAYNE BRISKE, Chair — District 5
JAY INGWELL — District 1
ERIC FEARS — District 4
REID RUSHING — At Large
WILLIAM CLAY — District 3
TIM PYLE — District 2
ALAN GRAY — At-Large
PATTY HIGHTOWER — School Board
STEPHEN OPALENIK — U.S. Navy

PLANNING BOARD STAFF PRESENT:

MEREDITH CRAWFORD, ESQUIRE — Assistant County Attorney
HORACE JONES, DIRECTOR
KAYLA MEADOR
CALEB MacATEE
ALLYSON CAIN

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DESCRIPTION PAGE

PROCEEDINGS.....3

CERTIFICATE OF REPORTER.....115



P R O C E E D I N G S

(Planning Board staff was duly sworn.)

CHAIRMAN BRISKE: Okay. We will move directly into our next case, which is Z-2017-17, Wanda French-Hawkins, agent for Jason Hawkins, who is the owner, 6355 Mockingbird Lane, 4.86 plus-minus acres, from Medium Density Residential District, 10 dwelling units per acre, to HDMU, High Density Mixed-Use District, 25 dwelling units per acre.

On this case, members of the Board, has there been any ex parte communication between you, the applicant, applicant's agents, attorneys, witnesses, fellow Planning Board members, or anyone from the general public prior to this hearing?

Also please disclose if you have visited the subject property and disclose if you are a relative or business associate to any of the parties.

Steve, good morning.

MR. OPALENIK: No to all.

CHAIRMAN BRISKE: Thank you.

MS. HIGHTOWER: No to all.



MR. GRAY: No to all, Chairman.

MR. PYLE: No to all.

CHAIRMAN BRISKE: Chairman, no to all.

MR. FEARS: No to all.

MR. INGWELL: No to all.

MR. CLAY: No to all.

MR. RUSHING: No to all.

CHAIRMAN BRISKE: All right. Thank you, Board members.

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

MS. MEADOR: Yes, sir.

CHAIRMAN BRISKE: All right. Thank you.

And was it also correctly posted on the subject property?

MS. MEADOR: Yes, sir.

CHAIRMAN BRISKE: Okay. Thank you.

Ms. Hawkins, do you have any opposition to us showing the pictures and photography?

MS. FRENCH-HAWKINS: No.

CHAIRMAN BRISKE: She indicated she does not.

So, staff, if you would please go ahead with that portion of it.

MR. MacATEE: Yes. Caleb MacAtee, urban

planner, Development Services. These are different from the old mics we had.

Here's the location map, the 500-foot-radius zoning map, the future land-use map, mixed-use urban.

That was a scrivener's error. That shouldn't have even been in there.

This is existing land use from the surrounding land use of the area, and aerial photograph.

MR. GRAY: Go back to the existing, please.

MR. MacATEE: Sorry.

MR. GRAY: Thank you.

MR. MacATEE: We'll bring that up later.

MR. GRAY: Thank you. Thank you very much.

MR. MacATEE: This is our notice of public hearing sign posted on the property.

This is looking south from the site, and the direct access is heavily wooded to the site.

This is looking west onto the site, and also another photograph looking west onto the site.

Looking north along the road of



Mockingbird.

And looking north from the site.

That concludes the staff presentation of the photographs and maps.

CHAIRMAN BRISKE: All right. Thank you, sir.

MR. MacATEE: Mm-hmm.

CHAIRMAN BRISKE: Okay. Ms. Hawkins, if you would come forward, please.

Good morning, ma'am.

MS. FRENCH-HAWKINS: Good morning.

CHAIRMAN BRISKE: We'll ask our court reporter to swear you in, please.

MS. FRENCH-HAWKINS: All right.

- - -

WANDA FRENCH-HAWKINS, upon being duly sworn, was examined and testified as follows:

- - -

THE WITNESS: Good morning.

CHAIRMAN BRISKE: Good morning.

If you would please state your name and address for the record.

THE WITNESS: Wanda French-Hawkins. And my address is 911 Montclair Road.

CHAIRMAN BRISKE: Okay. Thank you.



Did you receive a copy of the rezoning hearing package and the findings of fact?

THE WITNESS: Yes.

CHAIRMAN BRISKE: Okay. Thank you.

And do you understand that you have the burden of providing substantial competent evidence that this proposed rezoning is consistent with the Comprehensive Plan, furthers the goals and objectives and policies of that plan, and is not in conflict with any portion of the Land Development Code?

THE WITNESS: Yes.

CHAIRMAN BRISKE: All right. Thank you.

You may proceed.

THE WITNESS: Okay. I don't have my paperwork from last time. Do I need to repeat all of that?

CHAIRMAN BRISKE: Let's bring up -- Did you have notes here in the file?

MS. MEADOR: I have a transcript.

CHAIRMAN BRISKE: Okay.

MR. JONES: We have the packet from the last time.

CHAIRMAN BRISKE: Meredith, I'd feel like it would be important to have it entered into



the evidence again here today because we are quasi-judicial.

MS. CRAWFORD: Yes, you're correct. I would agree with that, Chairman, that we should or the Board should ask that the prior discussion and prior exhibits be entered into evidence today for the purposes of this hearing.

I would also note, just for the record, that this case was started at that or, you know, began at that last hearing before the Board. At that time, we were under the old six criteria.

Because the case was already, you know, begun under those criteria, today's hearing would continue under the old code provisions, not today's.

And I previously discussed: The substance of those are the same. It's simply a rewording, in an attempt at clarification, so -- But I do agree that a motion to accept those into evidence for today, if there's no objection from Ms. French-Hawkins, would be appropriate.

THE WITNESS: I don't object.

CHAIRMAN BRISKE: Okay.

Board members, a motion to accept this prior transcript into evidence for today's

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hearing.
MR. GRAY: I make a -- Sorry, Chair.
I make a motion that we do accept that into evidence.
CHAIRMAN BRISKE: Okay.
MR. FEARS: Second.
CHAIRMAN BRISKE: Second? Thank you.
Any further discussion?
(No response.)
CHAIRMAN BRISKE: All those in favor say "aye."
(Chorus of "ayes.")
CHAIRMAN BRISKE: Opposed?
(No response.)
CHAIRMAN BRISKE: All right.
Motion carries.
Okay. Is there anything else that you wanted to add this morning, Ms. Hawkins?
MR. PYLE: I'm sorry to interrupt, but I would recommend maybe going through it again and not -- For one, I was the acting Chair at the time, and that may be beneficial that we have the Chair here now.
THE WITNESS: Okay.
MR. PYLE: And so I would recommend that.

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This is a difficult -- a very difficult case for us.
THE WITNESS: Okay.
MR. PYLE: So I would recommend maybe going back through it. And I -- At length, you know, I would just -- you know, hit your points. My suggestion.
THE WITNESS: Okay.
Well, we were trying to have the codes changed on 6355 Mockingbird Lane -- I don't remember the codes -- so that my dad can -- so that Jason Hawkins, Sr. can put a manufactured home on his property.
CHAIRMAN BRISKE: And, again, I read the background information on this, but I was not at the meeting, so I understand that the staff's criteria finds that there are some areas where we're not compatible. And did you wish to address those criteria specifically?
Because if we don't accept the staff's findings, then we have to have alternate findings in order to act on them.
So we have the criteria up on the board. As Mr. Jones has said, this is the criteria that was in place in 2017.

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THE WITNESS: Mm-hmm.
CHAIRMAN BRISKE: So are there any of these that you wish to speak further to to convince the Board?
We will give you an opportunity after the staff does their presentation.
THE WITNESS: Yes.
CHAIRMAN BRISKE: I'm going to ask the staff to go through their presentation again for the benefit of everyone.
THE WITNESS: Okay.
CHAIRMAN BRISKE: And then, I would pay particular attention to anywhere where they say it's not compatible to one of these criteria. And that's where we'll ask you to address those areas. Okay?
THE WITNESS: All right.
CHAIRMAN BRISKE: All right.
So at this time we'll go ahead and ask the staff members to present. And we may bring you back up here in just a moment. Okay?
THE WITNESS: Okay.
CHAIRMAN BRISKE: Thank you.
THE WITNESS: You're welcome.
MR. JONES: My name is Horace Jones.

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Mr. Caleb is going to be the presenter.
But I do want to give a case -- a history on this for the record.
As you know, this case -- Good morning. Happy New Year to each of you.
CHAIRMAN BRISKE: Good morning.
MR. JONES: As you know, this case came before the Planning Board back in November, November the 7th, 2017.
At that time, a decision was made by the Planning Board that this case be put in abeyance so that the staff could consider drafting some type of ordinance to allow for mobile homes to go in a MDR zoning with conditional-use approval.
On the 5th of 2017 of December, staff -- We did bring back a discussion before the Planning Board. It was convened as a Planning Board on the 5th of December to consider a draft ordinance to allow for mobile homes in MDR, with conditional use approval from the Board of Adjustment.
At that time -- and I think you all remember -- it was decided by the Board not to proceed with that ordinance change. So at that

time on the 5th we decided -- the decision was made to bring this rezoning case back before the Planning Board to consider the rezoning, changing from MDR to HDMU. I just wanted to go through a history of that for the record.

Now, Mr. Caleb is going to present the facts.

CHAIRMAN BRISKE: Okay. If you'll state your name and position for the record, please.

MR. MacATEE: Caleb MacAtee, urban planner, Escambia County.

We'll go through the approval conditions one by one here.

Criterion a., consistent with the Comprehensive Plan. Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any other plan provisions.

The staff finds that the proposed amendment to HDMU is consistent with the intent and purpose of the Future Land Use category mixed-use suburban, as stated in the Comprehensive Plan Future Land Use 1.3.1. The Comprehensive Plan allows for residential,



retail sales and services, professional office, recreational facilities, public and civic, and limited agriculture.

Concerning Criterion b., consistent with the Land Development Code. Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

Staff found that the proposed amendment is not consistent with the intent and purpose of the Land Development Code. From a strict review of the regulations stated above, the site does not meet the following required location criteria as listed: proximity to intersection, proximity to traffic generator, and site design.

Additionally, the more intense uses of HDMU, such as apartments to neighborhood retail sales, retail services and professional offices, are not found in the surrounding area of the parcel in question.

Please note that any potential uses, including intense residential, such as apartments, appears to be constrained due to the existing site conditions concerning access, lot size, and other regulatory requirements that



will need to be reviewed during the development review process.

We also have an Exhibit A with our findings, referenced that the applicant submitted some photographs of the area.

Concerning Criterion c., compatible with the surrounding uses, we considered whether all land uses, development activities and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time, such that no use, activity or condition negatively impacts another.

The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested rezoning.

Under Criterion c., staff found that the proposed amendment is not compatible with the surrounding existing uses in the area.

However, within the 500-foot-radius impact area, staff observed properties associated with zoning districts MDR and HDMU, as indicated on the zoning map.



From a site visit, staff observed three mobile homes, a church, single-family residences, vacant residential properties, as indicated on the existing land-use map.

The proposed amendment will result in a more intense use of the subject property than the surrounding adjacent properties. Most parcels in the area are single-family residences or vacant.

The allowable commercial uses in HDMU are incompatible with the current surrounding parcels in the immediate area, but the uses found on the adjacent and contiguous parcels are existing residential uses.

Concerning Criterion d., changed conditions, whether the area to which the proposed rezoning would apply and has changed or is changing to such a degree that it is in the public interest to encourage new uses, density or intensity in the area through rezoning.

Staff has found no changed conditions that would impact the amendment or the property.

Concerning Criterion e., development pattern, whether the proposed rezoning would constitute or contribute or result in a logical

and orderly development pattern, staff found that the proposed amendment would not result in a logical and orderly development pattern.

The subject property has HDMU zoning to the southeast, yet only residential uses, with the exception of a church, are on these parcels.

The subject property is surrounded by medium-density residential, MDR-zoned properties. The current development pattern found in the area is residential.

And finally, for Criterion f., effect on the natural environment, whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment, staff has found that according to the National Wetland Inventory, wetlands and hydric soils were not indicated on the subject property.

When and if applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impacts on the natural environment.

That concludes staff findings for each criterion.



And as noted earlier, this is based on the previous criterion 6.

CHAIRMAN BRISKE: Okay. Thank you.

Could we bring back up the surrounding maps around the property with the zoning?

Okay. And then we have one that has the actual uses around it as well?

MR. JONES: Existing land use.

MR. GRAY: Mr. Chairman, may I ask a question of staff?

CHAIRMAN BRISKE: Yes, please.

MR. GRAY: Staff, my question is about the mobile home, which is the existing land use of that large parcel to the north of this vacant parcel, the subject parcel.

Again, can you remind your Board how those mobile homes are existing?

Are they grandfathered? Are they before adoption of the Code or did they -- How did they get there, please, if you do know?

MR. JONES: It appears that they are existing nonconforming uses.

MR. GRAY: Do we have any knowledge from our building department when they might have been permitted or given a certificate of



occupancy?

MR. JONES: No, we do not.

MR. GRAY: Thank you again.

Thank you, Chair.

CHAIRMAN BRISKE: Thank you, sir.

MR. MacATEE: From a site visit, it appears they have been there for a significant amount of time.

CHAIRMAN BRISKE: Any additional questions of staff right now from Board members?

(No response.)

CHAIRMAN BRISKE: Okay.

MR. PYLE: I do.

CHAIRMAN BRISKE: Yes, sir. Go ahead.

MR. PYLE: Have we settled the issue of title?

MR. JONES: I will let our legal counsel address that.

MS. CRAWFORD: Meredith Crawford, Assistant County Attorney, here with the Planning Board.

We did have staff look into that. And I did a little research. We have been provided by the applicant a warranty deed showing Mr. Jason Hawkins as owner.



In addition to that, there is an affidavit for Ms. French-Hawkins to serve as the agent for Mr. Hawkins.

The county staff -- They are not equipped nor do they typically perform title searches.

Our action is based on representation and the oath taken by Ms. Wanda French-Hawkins and documents provided, which do show Jason Hawkins as the owner.

I realize the Property Appraiser has something different than that, but that's not something staff would rely on.

Whether or not this is going to cause Mr. or Ms. Hawkins problems in the future with financing or building inspection, you know, issues, I don't know, you know, but we don't verify the title on a piece when rezoning is requested. Staff just looks at the four corners of the documents provided.

MR. PYLE: Okay. Thank you.

CHAIRMAN BRISKE: Any additional questions, Board members, before we go back to the applicant?

(No response.)

CHAIRMAN BRISKE: Okay. Ms. Hawkins, if

you'll come back up to the podium, please.
Good morning again.
Obviously, there are three of the criteria where the staff believes they are not compatible, which is b., c. and e.
THE WITNESS: Mm-hmm.
CHAIRMAN BRISKE: It is the burden for you to prove to the Board why it is compatible in those three categories, so I'll give you an opportunity if you wanted to revisit those. It's b., c. and e. are the ones in the findings. So you can put on the record anything that you'd like.
THE WITNESS: I don't see why it's not compatible because there is several trailers there already, and the Hawkins had several trailers on their property before.
I don't understand how all of this works and -- and why . . . I don't know. It's just that . . . I don't see why it's not compatible because there's several trailers there already.
And I don't see what conflict it would be to anything around, being that there's nothing down there but the properties. It's like four different properties. There's nothing on them.



And as far as it been Jason Hawkins land, it has to be his land because every time there's debris and trash and garbage on it, he's the one that's getting fined, so somewhere up in there somebody knows it's his land.
CHAIRMAN BRISKE: He's paying the taxes on it, I'm sure.
THE WITNESS: And he pays the taxes.
CHAIRMAN BRISKE: Let me just speak to your comments a little bit, because I know you have a specific use in mind for putting a mobile home on it.
Unfortunately, this Board cannot look at just one specific use. We have to look at everything that could potentially go on the property, because if you don't put the mobile home on it, maybe it gets sold to somebody else and they put something else on it, so we have to look at everything that could potentially go on it.
THE WITNESS: Mm-hmm.
CHAIRMAN BRISKE: And that's why it's not criteria -- why it's not meeting some of the criteria, is because there are things that could go on the HDMU that wouldn't be very friendly to



the neighborhood, so that's why there's a concern.
THE WITNESS: Well, it wouldn't to us. We have no intentions of selling because it's heir property. And we have no intentions of opening a business. We just want to live there.
CHAIRMAN BRISKE: Understand. Understand.
Well, let us work through this. There are several people that have signed up to speak.
THE WITNESS: Okay.
CHAIRMAN BRISKE: I'll give you an opportunity to come back again at the end. Maybe you can listen to some of the things that the speakers say, and then get more thoughts together. But, you know, it is important that you make a strong case as to why the Board should go forward. Okay?
THE WITNESS: Okay.
MR. PYLE: I think -- Real quick. I think you're on the right track, Ms. Hawkins.
What you're saying is, your issues with Criterion c., compatible with the surrounding areas -- Would you pull up that one map again with the . . . That one. Thank you.
And here's the rub. This is where we are.



You see the vacant, vacant, mobile home, mobile home.
What they're saying, in my opinion -- and I'm not speaking for the staff. But if you look on the surrounding, all the single-family homes, that's what they're saying, that this change, this alteration would be incompatible and/or with those surrounding single-family homes.
It doesn't make logical sense, if you're standing out there looking with the other mobile homes, "Why can't I have my mobile home there?" This is the quandary we're in last time and this time.
I agree with you. You guys have been penalized when somebody dumps stuff, and you've had to pay the fines for that.
And this is not a punitive action on you or your family. This is where we have to look at what could possibly be there. Apartments. That's why I'm assuming, if other people are here who are going to speak against it, it's apartments or some other commercial use that they don't want or cannot see because it would be really disruptive to their single-family area. And I imagine that's why they're speaking

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against it, if there is somebody. I don't even know if there is.

But it's not because there's anything against you or your family. And it's a very difficult one, because we all -- I believe your intentions.

However, that is irrelevant to some degree because something -- anything could happen, and it could be sold, and then some new developer come in and do something, and he would have all the rights to do so. That's the quandary we're in.

So I think you're on the right track. I would personally focus on c., and, you know, that's where we have a -- It is -- It's a challenge.

THE WITNESS: Okay.

MR. GRAY: And, Chair, if I might add. . .

CHAIRMAN BRISKE: Yes, sir.

MR. GRAY: The reason I asked the questions when we were coming through the staff's presentation about those existing mobile homes that are present adjacent to your family's property is because it's a key to understanding how planning works.

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Planning hasn't always -- These rules and laws have not always been adopted. And there were periods of time in the history of the community where they were not in place.

But now that they are, we ask that everybody abide by them because they've been duly and lawfully adopted, these new laws. And that's why someone might come in -- This may not have occurred in the '70s or '60s.

And you think, wow, this is existing. I should be able to do this. I'm right here across the street. And the same rules don't apply because new rules have been adopted.

The key to planning -- understanding planning is understanding the long game. And the long game to planning is ultimately in 60 or 70 years, those homes will be needing to be rebuilt.

And when they're rebuilt, they should be rebuilt to conform with those rules that were adopted in the '17s or '16s or '15s. So it's a long game.

Again, reinforcing what other Board members are saying is, should we say in this long-game brand, allowing this very high use,

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someone in 15 years might say, "This is a great opportunity for me to put my apartment complex together." And your family may be done with the property at that point.

And you say, "I'll sell it to you." And by right, if this Board did approve that, they would have every right in the world to do this apartment -- this type of intense use.

And it is a tough situation we're all in. And we all, you know, are wringing our hands just as much as you are in how to make this work.

We even tried making conditional uses work. It's just a -- It's a real tough one, but you're looking at things that have occurred possibly potentially before these laws ever became the rule.

And it's -- it is -- What do you call it? It's deceptive in that sense because you look around thinking, well, this is just fine. I should be able to do this, too. But the rules -- the rules change. And I'm sorry about that.

Thank you, Mr. Chairman, for the time.

CHAIRMAN BRISKE: All right. Thank you.

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Any other questions or comments, Board members?

All right. We're going to move into the public comment portion of the meeting.

For those members of the public who are wishing to speak on this matter, please note that the Planning Board bases it's decisions and approval conditions described in 2-7.2 of the Escambia County Land Development Code.

During our deliberations, the Planning Board will not consider general statements of support or opposition. Accordingly, please limit your testimony to those approvals and conditions described in 2-7.2.

Please also note that only individuals who are here today and give testimony on the record will be allowed to speak at the subsequent hearing before the Board of County Commissioners.

At this time, it looks like we have four or five people signed up.

At a recent meeting, we had a discussion about time for public speaking. It's always been the policy here to have a time limit. And there was some concern from members of the

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citizens that said, "We need a little more time."

So what we've agreed to is: The first rule is, you have to stick to these criteria. If you start getting off of these criteria, I'm going to interrupt you and ask you to wrap your comments up because these are the only things that we can consider. So if you start talking about, you know, the price of tea in China, it's not going to help us. Okay. We have to stick to these criteria.

So I'll ask you to keep your comments -- Just pick one of these or two of these that you want to talk about and talk about them.

The second thing is, if you start repeating yourself and you say the same thing over and over, just for brevity of the meeting, I'm going do say, "Okay. We've already heard that. Please wrap it up." Okay?

So we want to give the public every opportunity to speak, but we also want to keep it clear and concise, if that's fair. Okay?

So when you get up to speak, please address the criteria and try not to repeat yourself. I know it's a little nerve-racking

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when you get up here in front of the Board, but just try to keep it on those rules. All right?

Our first speaker is Mickey Price.

Good morning, sir. We'll ask you to be sworn in, please.

- - -

MICKEY PRICE, upon being duly sworn, was examined and testified as follows:

- - -

CHAIRMAN BRISKE: Thank you. Good morning, sir.

If you'll state your name and address for the record, please.

THE WITNESS: First of all, Roll Tide.

CHAIRMAN BRISKE: Okay.

THE WITNESS: Got to get that out of the way.

Mickey Price, 6424 Monitor Court, Pensacola, Florida 32503.

CHAIRMAN BRISKE: All right.

Sir, you may proceed.

THE WITNESS: My property . . . Can we get the map back up?

CHAIRMAN BRISKE: Yeah. Sure thing.

THE WITNESS: I live on Monitor Court, and

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my property butts up to the vacant lot right there. It's right there. Right there. That's -- There's a vacant lot right there. My property is just above that property.

And I'm against changing. I -- I -- I'm not -- I'm not against this gentleman getting the mobile home there, but I'm against it because what potentially could come later on down the road because all of these properties are single-family dwellings.

And if somebody come in and offered them $2 million for that property, it would be foolish not to sell it . . .

CHAIRMAN BRISKE: Mm-hmm.

THE WITNESS: . . . to build something on it.

And I've lived here for over 25 years. And there's nothing there. The two mobile homes that are on that property right there, that property above it is 6327 Mockingbird Lane.

And as recently as July 14, 2016, there has been violations on that property. And one of the violations is -- Violation two is a medium-density residential district. That is one of the violations on it. And I'm assuming

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the violation is for those mobile homes.

And I -- I didn't read the criteria. The case number for that is CE-160702332. I have seven copies of this. I read in there you had to have 13 copies.

Would it be allowable to turn this in as evidence?

CHAIRMAN BRISKE: Yes, sir, you can ask that it be submitted as evidence. If you'll present it to our Board attorney there so she can review it.

And, sir, while you're entering something into evidence there, could you please describe exactly what the document is that you're bringing into evidence?

THE WITNESS: It's the violations against the property. I think there's six or seven violations.

CHAIRMAN BRISKE: Now, is this the subject property that we're discussing or is it --

THE WITNESS: It's the property -- it's the property to the -- above that property which the mobile homes were sitting on.

CHAIRMAN BRISKE: Okay.

THE WITNESS: Which I don't -- I don't

know whether these mobile homes are even occupied or not.

There's a -- there's a business right there.

And the reason I'm bringing this up, the relevance of this is that I don't want that situation on this vacant lot here, because they've been in violation of all kind of stuff.

And I'm not saying these people will, but I'm saying the potential of, you know, something happening after this is approved to -- to them, and having a multiple-family dwelling there, you know, and -- and -- and it's -- nothing around the surrounding area has any kind of businesses or anything on there.

CHAIRMAN BRISKE: Hold on a second.

Okay. So it's your testimony that this is not the subject property but the adjoining property.

THE WITNESS: That's correct.

CHAIRMAN BRISKE: Do we have any issues with this being brought into evidence from the public?

MS. CRAWFORD: No, there's no problem. Those do appear to be accurate, true copies of



the Code Enforcement notices of violation.

CHAIRMAN BRISKE: Okay, sir.

How did you come by those documents?

THE WITNESS: There's been a history of violations on this property.

CHAIRMAN BRISKE: But how did you personally get the documents?

THE WITNESS: Angela Parker.

CHAIRMAN BRISKE: Okay. So they were provided to you by a member of the county staff?

THE WITNESS: Yes.

CHAIRMAN BRISKE: Okay. And --

THE WITNESS: Code Enforcement, I believe.

CHAIRMAN BRISKE: Okay. And do you certify that those are true and accurate copies that were given to you by the staff?

THE WITNESS: Yes, sir.

CHAIRMAN BRISKE: Okay.

Chair will entertain a motion to accept the gentleman, Mickey Price's, exhibit into evidence.

MR. GRAY: Chair, I would like to make a motion that we introduce this into evidence.

CHAIRMAN BRISKE: Thank you, sir.

Do we have a second?



MR. RUSHING: Second.

CHAIRMAN BRISKE: Second.

Any discussion on the items?

(No response.)

CHAIRMAN BRISKE: All those in favor say "aye."

(Chorus of "ayes.")

CHAIRMAN BRISKE: Opposed?

(No response.)

CHAIRMAN BRISKE: All right. Motion carries.

We will notate these as "Price Exhibit A."

(Document marked for identification as Price Exhibit A and received in evidence.)

CHAIRMAN BRISKE: Okay. So again, I just wanted to reiterate that this is not the subject property but the adjoining property.

These property owners don't have any control over these violations.

THE WITNESS: No, sir.

CHAIRMAN BRISKE: But I understand your concern.

THE WITNESS: Yeah. And it's just a -- It's a history of it.

And this is just one of the violations



that have been against this -- this property. And I just don't want this to happen on another property, if these nice people sell this property to somebody.

CHAIRMAN BRISKE: Understand. Yes, sir.

THE WITNESS: And, you know, I'm anti -- against, you know, the apartment complexes being right behind my house.

And the neighbor who lives across, she's sick. She would have been here today, that lives across from me. She's 78 years old, and -- and, you know, I'm -- It's just not -- not a good situation for our neighborhood.

CHAIRMAN BRISKE: Okay.

THE WITNESS: Thank you.

CHAIRMAN BRISKE: Board members, any questions of this member of the public?

MR. PYLE: I just want to make a point that this date of issuance was July 14, 2016.

I think it's relevant because obviously it was before this ever came to the Board. I thought that was relevant because I was hoping it wasn't as a result of our bringing this up.

CHAIRMAN BRISKE: And just for clarification, your comment was related to Price

Exhibit 1, the notice of violation.
MR. PYLE: Yes, absolutely. The notice of violation was dated back in July 14th on the properties that are above and/or adjacent to the subject property.
CHAIRMAN BRISKE: Okay.
Ms. Hawkins, do you have any questions that you'd like to ask Mr. Price?
MS. FRENCH-HAWKINS: No.
CHAIRMAN BRISKE: All right. Thank you.
Thank you, sir.
THE WITNESS: Thank you.
CHAIRMAN BRISKE: Deja McCullough.
MS. McCULLOUGH: Can I go last? I would like to go after everybody else speaks.
CHAIRMAN BRISKE: Okay. That's fine. Thank you.
Richard South.
MR. SOUZA: Souza.
CHAIRMAN BRISKE: Souza. Okay. Sorry about that.
Good morning, sir.
If you'll be sworn in, please.



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RICHARD SOUZA, upon being duly sworn, was examined and testified as follows:
CHAIRMAN BRISKE: Boy, that looked like a "th" at the end. I didn't get the "z-a." I've got you.
Sir, if you'll state your name and address for the record, please.
THE WITNESS: Richard Souza, 6396 Manassas Court, Pensacola, Florida, which is the next court down from the gentleman that just spoke.
CHAIRMAN BRISKE: All right. Thank you, sir.
Go ahead, please.
THE WITNESS: I'm in firm agreement with Mr. Price. I don't know Mr. Price. I know he's lived there many, many, many years, like I have.
My question is that I don't believe that this change would be compatible to our area because of the single-family dwellings.
About 90 percent of the people in that local area of where Mr. Price just mentioned is either retired or widowed or widows. And we have been there for many, many years.
Our property values, I believe, will



diminish if you allow the planning to go through for high-density area.
My concerns: Like Mr. Price, I am not against anyone building a home. I worry about the changing in the classification. And I think this would completely disrupt our area.
Basically . . . Again, I don't want to repeat myself, but my main -- my main problem is with compatibility. And I think that by you or by any planning board changing the area would absolutely adverse our community.
Thank you. Thank you for your time.
CHAIRMAN BRISKE: All right.
Mr. Souza, one question before you leave. You mentioned that you felt the property values would be hurt.
Do you have any qualifications in the area of real estate or appraisals to offer that opinion?
THE WITNESS: No, I don't.
CHAIRMAN BRISKE: Okay. So that's just a personal opinion --
THE WITNESS: Yes.
CHAIRMAN BRISKE: -- on your behalf.
THE WITNESS: Yes.



CHAIRMAN BRISKE: Okay.
THE WITNESS: And I think anyone that would -- that lives in the Oakfield Woods area, which is -- which we live in, is -- would agree with me.
You know, we've been here for many, many years. And we've paid our taxes, and we've tried to keep our property up. And I just feel that by changing it and have high-density area where businesses, trailers, or anything could go up there, would adversely affect our property values.
Thank you.
CHAIRMAN BRISKE: Okay. Thank you, sir.
Board members, any questions for Mr. Souza?
(No response.)
CHAIRMAN BRISKE: Okay. Ms. Hawkins, any questions for Mr. Souza?
MS. FRENCH-HAWKINS: No.
CHAIRMAN BRISKE: All right. Thank you.
Thank you, sir.
Michael Bearden.
Good morning, sir.
We'll have you sworn in.

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MICHAEL BEARDEN, upon being duly sworn, was examined and testified as follows:

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CHAIRMAN BRISKE: Sir, if you'll state your name and address for the record.

THE WITNESS: Michael Bearden, 12156 Havburg Drive, Pensacola, Florida.

CHAIRMAN BRISKE: Okay. Thank you.

If you'll hold on just one moment.

Can we bring the criteria back up on the screen?

THE WITNESS: I'm going on Criteron c.

CHAIRMAN BRISKE: Okay. Thank you, sir. Excellent.

All right. Go ahead, please.

THE WITNESS: Okay.

My issue with regards -- Can we have the map back up, please?

Criterion c. is compatibility with the surrounding area.

And if we look at the surrounding area, it's single-family dwellings. And if I'm not mistaken, this family wants to have a single-family dwelling on this property, so it



meets that criteria.

And we may not be able to do high-density single-family residence, but couldn't we do low-density single-family residence?

My background is: I was a real estate broker in three states, a builder in two states, and a Board of Realtors president, as well as a certified appraiser.

I'm looking at it with regards to value of properties, which was brought up before. If we are able to do single-family residence on this property, which meets the Criterion c., this family would be able to live on the property as they desire, and we would be treating this equally with regards to that area.

One of the issues we dealt with in real estate in the past was properties going down through families, sometimes properties are sold.

Another issue -- I don't know if we can do this here. Another issue is what we call "life estate."

If this family was granted life estate for a single-family residence, then this gentleman would be able to live there for the rest of his life with this property, and it would revert



back to whatever you decided it should revert back to at the end of his life. This is another issue that we could use to assist this family in using the property -- that has been in the family for generations -- as they deserve.

As we know with regards to common law, one of the things we say is: The government's purpose is not to tell people how to use their land, but to grant them the right to use their land free of their choice.

And if we take this away from this family, we're taking away the right of an American to use his property as he sees fit.

Any questions?

MR. GRAY: I may have a question because --

CHAIRMAN BRISKE: Yes, sir. Go ahead.

MR. GRAY: What is your name? I'm sorry, sir.

THE WITNESS: Michael Bearden.

MR. GRAY: Michael Allen.

The question I've got for you is the notion that the government's role is to grant you the right to use your land as you see fit.

THE WITNESS: Not grant, but not take



away.

MR. GRAY: Okay. I'm glad you used the word "take."

So it's just a kind of reminder I keep offering each time we get to these points where we're talking about what the government's role is.

And there is a protection so that land and rights are not taken from any individual. And we have the takings clause. We have all kinds of statutory law. We have all kinds of constitutional law that protects us.

THE WITNESS: Correct.

MR. GRAY: And we get to the point now where we're at today, and we find that these prohibitions -- these regulations of land use are very constitutional, and that they are -- understanding this one -- I guess this one idea.

And the idea is -- and we've discussed it here a moment ago -- is that each man's land is not an island; and that what you do on your piece of land, which you do own -- and you have the right to live and abide there -- it's not an island, and you have an impact outside. That's what we talk about in the development of

properties. We have impact to the roadways.
THE WITNESS: Understand.
MR. GRAY: And at the intersection well outside of the land -- It's an impact outside.
And accordingly, you might have an impact right here next door to your home or five or six homes down because of the nature of what you do on your land.
So each -- each piece of land, each piece of our stake in this -- in this country are not just -- not just -- you know, everything you want to do is yours. It's -- it's not a island. It's -- it's a cohesive group of parcels.
THE WITNESS: Understand.
MR. GRAY: Yeah.
THE WITNESS: Zoning laws have a purpose. It's, in effect, use without abuse. We don't want a pig farm starting next door to a grammar school.
One of the things I've seen throughout different areas is, use of land can drastically affect others' use, such as the gentleman had stated he's worried about creating an apartment complex behind his residential complex.
MR. GRAY: Yes, sir.



THE WITNESS: Some of the things that we create as we advance as a society and we build up our community, we sometimes interfere with other property uses, as we plan.
Zoning laws have purpose, but part of that purpose is not to take away a person's right to use his land for what it has been used for, i.e., living within his complex for his life.
And if we follow Criterion c., which is surrounding areas, one of the things we see is everything surrounding it is single-family residence.
So isn't it possible to grant this person single-family residence, which meets the criteria of the surrounding thing, and still prevents him from putting in an apartment complex?
MR. GRAY: I think it would be outstanding to do that --
THE WITNESS: Yeah.
MR. GRAY: -- to allow him to build a home, to create a home.
THE WITNESS: Yes.
MR. GRAY: The fact is, the land-use category he's in has three qualifiers. Two of



them describe what you can't do with it, and one of them is mobile home and the other one is mobile home -- manufactured home.
So it's basically -- The entire identity of this land-use category is no mobile homes. It's two-thirds of the identity of this land-use category to get to -- this person's property is in.
Everyone has their homes around it counts on that qualifier, that this is a no-mobile-home area. So as long as the guy's building a home -- folks are building a home, it's outstanding.
THE WITNESS: Yes.
MR. GRAY: Yes, they can live there.
THE WITNESS: But, again --
MR. GRAY: And generations live there.
THE WITNESS: But, again, following with surrounding use, we have two mobile home properties adjoining that property, so it matches. It's a single-family residence plus the mobile-home criteria.
MR. GRAY: And it would appear that those are at issue and at odds with our rules. That's why --



CHAIRMAN BRISKE: If I could maybe address Mr. Bearden just a second, I think that -- I agree with your point.
It seems illogical that somebody wants to put a single-family residential -- is having trouble with this Board.
But what you have to remember -- this is a key point to this whole thing -- is if we grant an upzoning, we are not granting them a single-family residential house. We are granting them everything that can potentially go in HDMU. That's the problem.
If it was just, say, let them put a mobile home on there, I doubt you'd have much argument from this Board, honestly. I don't hear any opposition to that.
But going up to that higher category presents problems because then there are things that can be done in there that are not going to be friendly to the neighborhood. And that's where the rub is.
So what I'd ask: Horace, maybe you can describe a little bit about -- You all may have heard the term before called "grandfathered in." In our world, we call it a legal nonconforming

use. In other words, it's legal, but it doesn't really conform --

THE WITNESS: Nonconforming property --

CHAIRMAN BRISKE: -- with the property.

THE WITNESS: I understand.

CHAIRMAN BRISKE: So it's grandfathered in, so to speak.

But, Horace, if you'll explain, you know, maybe -- You did give a brief history of the property, but how we got to this point where we're at now. So if you would, please.

MR. JONES: Yes, sir. And maybe I can ask Ms. Angelique Parker from Code Enforcement to come back in and address those mobile homes and the violation.

But very briefly, on this property, the original zoning for this property was R-2 when it was -- when zoning first came into place in Escambia County. It had R-2 zoning.

Now, R-2 zoning did not allow for mobile homes either. When we made the zoning changes, it just converted over to a different name. So that specific lot did not allow for mobile homes.

Now, the zoning category -- the current



zoning category that is in is medium-density residential. It does allow for a single-family home, so a single-family home can go there, as long as it meets the rest of the performance standards.

Now, the Zoning Code says specifically in MDR that mobile homes, manufactured homes are not a permitted use.

A single-family manufactured home or mobile home, as Mr. Gray said, is not a permitted use. So, therefore, that's why we're here today for the -- for the rezoning, to go to HDMU --

CHAIRMAN BRISKE: Let me just interrupt you for a second because you just made a very important point, that mobile homes are not allowed in MDR.

MR. JONES: No, they're not.

CHAIRMAN BRISKE: Is there a conditional use available to these owners for relief?

MR. JONES: No, sir. That is what -- that is what -- And you will not hear about that today. That is what we discussed on November the 5th, the Planning Board. It was November. The first rezoning case was in November.



The Planning Board did direct staff to draft some type of orders to consider that.

We came back on in December. We came back in December with the Planning Board, discussed a possibility of adopting an ordinance that would allow for mobile homes and medium-density residential.

With that being said, that would affect the entire county, not just his property, but the entire county, with the rest of the properties of MDR.

That would allow for mobile homes, if it was adopted and approved, to have a conditional-use approval with the Board of Adjustment.

At that time during that discussion, the Planning Board decided that that would not be the best option. This is where we are here today.

Now, on the issue of the mobile homes that the gentleman brought up about the mobile homes, it is my understanding -- Angelique, please, if you can come and address those two mobile homes. It is my understanding -- she can make it clear for the record -- that the violations that were



submitted as evidence, they were concerning the other type of commercial activities that were on the site, not the mobile homes. Ms. Angelique, could you please come and clarify that for the record?

CHAIRMAN BRISKE: Hold on just one second, Horace. I just wanted to clarify.

So can we please bring up the MDR district? I'd like to see what is allowed at this point on the property. And then we'll hear from Code Enforcement.

Horace, do you -- While we're waiting for that to come up, do you remember when the R-2 zoning was introduced on this property?

MR. JONES: It was when we first initiated zoning.

CHAIRMAN BRISKE: '93?

MR. JONES: About the late '80s and the early '90s, yes, sir.

CHAIRMAN BRISKE: Okay.

MR. JONES: So that was the original zoning, which was G-2 from our maps. So R-2.

MR. PYLE: So we'd assume that the two mobile homes -- that the mobile homes that are there currently were there prior to that?

MR. JONES: That's an assumption that we could draw a conclusion, based upon that.

MR. GRAY: So they would, in essence, be grand- -- They would, in essence, be grandfathered because they were there present before the rules became applicable to this area.

And once they lived out their useful life, they may not be reestablished on that site.

MR. JONES: Yes.

MR. GRAY: They were no longer grandfathered. It's almost like the thing we talked about outside this area.

MR. JONES: Yes. They've got to come back to try --

MR. GRAY: Grandfather --

MR. JONES: -- under the new regulations.

MR. GRAY: Yeah. Once they've lost the use, there cannot be replacement on that site.

THE WITNESS: Yeah, which you're indicating is common with nonconforming properties.

MR. GRAY: That's right. And that's what I'm saying. We were talking about earlier the long game. The long game of planning should make these rule changes now.



And they don't really take effect on the entire county maybe until 2125. That's when the whole place then recycles itself, so it's a very long game. The goal is resiliency and consistency and predictability.

And, again, we talked about resiliency. We think -- We came up with this plan where we could have a -- maybe a conditional use.

THE WITNESS: Yeah.

MR. GRAY: Perhaps a conditional use might be appropriate for the MDU.

THE WITNESS: Yeah.

MR. GRAY: Could I ask a question of the gentleman?

CHAIRMAN BRISKE: Yes, sir.

MR. GRAY: Sir, with regards to some communities, when a mobile home is put on a solid foundation, is it then described as a single-family residence, with a solid foundation?

MR. JONES: Whether or not -- whether or not the tax collector, whatever -- the tax collector makes that decision on, I am not able to address that, but I can say this: Modular homes, which is a site-built home, that plans



are brought in to the county. That can go any zoning category.

This would be a mobile home or manufactured home. So whether they skirt it, blanket it down, tax collector classify it for tax-collecting purposes, I am not able to address that. That's not my purview.

But we can only address the current situation, information that we have, based upon what the Land Development Code says.

THE WITNESS: My reason for asking that is, one way to deal with this is if the mobile home wheels are taken off and it's put on a solid foundation, it becomes, in essence -- in effect, a modular home.

MR. JONES: We would still classify that as a mobile home. It got to be brought in. It got to be plans, plans from a modular home company that sells these modular homes.

It got to be reviewed by the Building Inspection Department. All those things got to be plans. And, therefore, just because someone may blanket it and skirt it around, we would still classify that as a mobile home.

CHAIRMAN BRISKE: I think we had a similar



discussion. If you remember, I brought up the fact that, you know, a mobile home typically comes with a title when you first buy it.

THE WITNESS: Yes.

CHAIRMAN BRISKE: And then the title can be surrendered, and it can be secured to the property --

THE WITNESS: Yes.

CHAIRMAN BRISKE: -- and become real property at that point, part of the -- However, it starts out as a mobile home or a manufactured home.

THE WITNESS: Yeah.

MR. JONES: Yes.

CHAIRMAN BRISKE: The houses that you're talking about, we have always referred to them as kind of a DCA house, a modular --

MR. JONES: Modular.

CHAIRMAN BRISKE: -- home.

THE WITNESS: Yeah.

CHAIRMAN BRISKE: Basically, they build the walls in a factory somewhere, bring it all there --

THE WITNESS: Yes, sir.

CHAIRMAN BRISKE: -- and assemble it all

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there.
THE WITNESS: Yeah.
CHAIRMAN BRISKE: Is the difference.
So it still comes in on wheels, but it's sections that are basically put together, so I think that's an important distinction between the two.
The mobile home -- If you go up on Highway 29 and you buy one, and they hook a truck up to it and pull it in, that's going to be considered a mobile home or a manufactured home. And it's different than what you're talking about.
Horace, you're saying on the record a modular home would meet the criteria.
MR. JONES: Yes. A modular home can go in any zoning category.
CHAIRMAN BRISKE: Okay. So they have the opportunity to build a single-family brick-and-mortar or a modular home, just not what we would call a trailer home, a manufactured or mobile home that would come in.
MR. JONES: You are correct.
CHAIRMAN BRISKE: Okay. I just want to make sure that that's clear on the record.
But I understand your point.

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MR. PYLE: Mr. Chair, just real quick, I just wanted to interject that all of this ground was also covered at the last meeting, where we he tried -- we tried to manipulate this because we don't want to be the bad guys taking away the perceived rights of somebody.
That's not what we're doing. We tried -- We went through everything you've just said. We talked about every one of these particular ways. "How can we manipulate this? How can we make it work?"
We came up empty. It was -- It didn't work. And we were doing it with the mind-set of not only one particular case that we knew was fresh on my mind because I had to chair it, but also what happens when we make this change for the rest of the county.
And we were against a wall. We had -- Quite frankly . . . You know, I don't know how this -- on this violation, where it says there will be a hearing scheduled -- Maybe the Code Enforcement people can speak to it.
But, quite frankly, in my mind I've already decided that I think you and other good developers who purchase those that may be for

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sale and buy it, and actually either come up with some very affordable home -- housing there, that -- that -- The only reason we're trying to change this is to make it suitable for the mobile home.
THE WITNESS: Understand.
MR. PYLE: And -- and when we do that, though, unfortunately, we can't do it in a vacuum for those people for that time, to this point. That's the challenge.
And I'm sorry. The frustration is that we went through all this last time banging our heads against the wall. Now it's like fresh on people's minds who were not at that meeting.
In fact, I don't believe any of the people -- I mean, some of the people were here, but very few. I don't think any of the parties were involved were in this meeting, which was unfortunate.
I was a little frustrated by that because I would like their help, if they had a better idea. I'm not -- I'm certain they could have come up with a better idea, but collectively as a whole, we ran into a dead end.
And that's where we are again. So I

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just -- So it's a little -- it's -- it's -- it's frustrating, you know, especially somebody I feel very strongly about, you know, protecting property rights.
But it isn't property rights. It's this specific item we're trying to make fit, and it's a challenge, to say the least.
THE WITNESS: Understand.
One of the issues we face also with regard to this is that not allowing mobile homes is basically causing penalties to low-income families because they can't afford a single or a site-built house or manufactured house.
And the mobile home is the only thing they can afford.
And by restricting that from them, we're restricting low-income families from having their own place on their own property.
I saw this same situation in Oregon. And Oregon literally passed a residence, that any lot capable of handling this -- And it's for the exact same reason, to prevent low-income families from being basically priced out of the market of having their own home.
MR. GRAY: Mr. Chairman, may I?

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I think the a point that we made -- And a lot of us weren't here for this meeting, unfortunately, that we were talking about.
THE WITNESS: Yeah.
MR. GRAY: The point that I think that I found to be the center axis of rotation on all this thing is -- is Oregon doesn't get hurricanes regularly that I'm aware of, and we do.
THE WITNESS: Mm-hmm.
MR. GRAY: And we have a coastal community that's regularly impacted by hurricanes, and the hurricanes are to a severity by which these homes are not going to survive.
And the fact is, Escambia County can't afford to put up the shelters that we do have. We have already a shelter-capacity issue. We have to evacuate personnel from our area to outside area shelters because Escambia County, Santa Rosa and Baldwin doesn't have -- don't have enough shelter capacity.
Each time we add a regulation or a rule that allows for more mobile homes in the community, we ramp down our -- our resiliency numbers. We turn down our ability to -- what do

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you call it -- come back and bounce back the next -- the next week, the next month.
You notice there wasn't a huge call for supplies in South Florida, Central Florida after these big hurricanes. It's because Florida has consistently moved towards increased resiliency towards these storms.
And as we deal with it, we become no longer the horror stories that are in the Caribbean. We don't become the New Orleans who didn't pass these regulations.
We are a state that likes to support resiliency towards these storms. And that's what's unique about our coastal community.
And to allow new rules that hamper that ability to be resilient after a storm and to bounce back and become Pensacola again quickly, I just think that's irresponsible on our part. And that was one of the big things that I -- I brought to was that need for us to become resilient and stay resilient.
And we work so hard at increasing our evacuation-route capacity, increasing our sheltering capacity. And to add more mobile homes in the area, you think it's going to hurt

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the low income? No. It's going to hurt everybody.
THE WITNESS: Understand.
MR. GRAY: It will hurt all of us equally.
THE WITNESS: My last house was destroyed by Ivan. Stick-built. Only six months old. Met all codes. Wiped it out. Mobile homes actually one block in from where I was at were still there.
The issue of hurricanes destroying mobile homes. How far in from the waterfront is, to me, a moot subject because if we're going to go by that route, we have to take all the mobile homes totally out of the county, and that's impossible.
CHAIRMAN BRISKE: We're kind of getting off topic here. And that's what I said --
THE WITNESS: I didn't bring it up.
CHAIRMAN BRISKE: I know. I know.
And I'm just trying to, for brevity of the meeting, just trying to bring us back here.
MR. CLAY: Mr. Chairman.
CHAIRMAN BRISKE: As I see -- I'm sorry. Yes, sir.
Okay. I just wanted to bring us back to

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the key point here. Like I said before, I don't think a lot of us have an issue necessarily, you know, with the exception of talking about the trailer homes.
But the zoning change is the key here. We have to try to figure out --
THE WITNESS: I understand.
CHAIRMAN BRISKE: -- a way to do it without upzoning the property so that it allows things that shouldn't be there, because there are things. If you pull up -- Let's just do that for a moment.
Pull up the HDMU, and let's just show -- If we grant this -- Now, I understand that they were testifying what they want to do with it.
But the problem is, once they've gone down the road, they have it. They have HDMU. We can't do anything about it. They can do whatever is legal at that point.
And here's the problem: If you look at what could go there, retail sales, bed and breakfast, boarding room, child care facilities, including beauty shops, health clubs, dry cleaners, professional services. All of these. Repair services. So you see our problem.

THE WITNESS: Oh, I totally understand that.

CHAIRMAN BRISKE: We don't want to grant a zoning that's going to allow all this stuff. It's not necessarily that we're opposed to these folks having a residence. I get that. I'm a property rights advocate, too.

This is the problem. So we have to come up with a way of making this work differently. And so far, we haven't been able to figure that out.

So I'm going to ask you to kind of finish your statement. And I know Horace wanted to bring the Code Enforcement officer in for some testimony as well.

THE WITNESS: Yeah. I'll just finish my statement and sit down because I know you're time constrained as well.

And mine is going back to item c. with regards to use of property, which is similar properties.

And the similar properties around this property are two things: single-family residence and mobile homes. And that's all they're asking for is their mobile home, which abuts two other



mobile homes.

And if we don't do high density, is it feasible to do low density? You know. Obviously, some people disagree.

MR. PYLE: No. We've been down that system --

THE WITNESS: Yeah.

MR. PYLE: -- the time we've been here, so we -- I get it.

THE WITNESS: And I'll let you carry on.

MR. CLAY: I have a question for --

THE WITNESS: Yes, sir.

MR. CLAY: -- for Mr. Jones.

Horace, you were saying that originally that that property was zoned R-2.

MR. JONES: Mm-hmm.

MR. CLAY: Okay.

When were those trailers put on that property?

MR. JONES: I cannot answer that question. I don't know the answer to that question.

MR. PYLE: The assumption was, before.

MR. JONES: Yes, on the -- the assumption appears to be maybe before zoning. That's only an assumption.



MR. CLAY: Okay. My next question is that -- Okay. You're saying that -- that the property was R-2, but someone allowed two trailers to be put on the property.

MR. PYLE: Most likely it happened before.

MR. CLAY: Someone allowed two trailers to be put on the property.

And really, what we're dealing with now is similar-situation circumstances. Similar-situation circumstances.

You have two circumstances that -- where you have allowed two families to do something. But then again, here come the third circumstance, and then you say "No." Where is the consistency? Where is the consistency? Similar-situated circumstances.

And secondly, we are looking at what the gentleman said here. If we want to, say, change it to where we're not going to allow any trailers or whatever, but you have to look back at your first two circumstances. I would agree.

And I'm looking to what the gentleman proposed in regards to a life estate, because -- Let me say this -- And we have an attorney right there. If you take it out of the county -- take



it out of the county hands, and when you're looking at the state or federal, you're going to look at similar-situated circumstances.

You have two pieces of property were treated one way, and then you have this property you say you're going to treat it differently. And that's similar-situated circumstances.

You have something -- same thing right there in the same area, but you're treating two different than you're treating the third.

MS. CRAWFORD: And if I may, Mr. Clay -- Again, Meredith Crawford with the county attorney's office -- as far as the life estate goes, that refers to property ownership.

For example, if I give Mr. Jones a life estate and a piece of property, he would own that property until he passed. Then it could perhaps go on to someone else. It could revert to me.

That doesn't necessarily impact the use that he had. His use or zoning on that property would have nothing to do with his life estate right in the property.

The other thing I would just note is that on the parcel in question, it's my understanding

that there's never been the trailer, or if there had been a trailer, it's been gone for such a period of time that it's no longer a lawful nonconforming use.

It's an adjacent parcel with those lawful nonconforming uses. And what that basically means is, if you're already doing something before we regulate it and say that you can't, well, we're not going to go back, and we can't go back and necessarily say you have to remove that, unless -- I mean, under certain circumstances, with greater reasons than what we're here today about, just for clarification on your question.

MR. CLAY: Okay. And I understand what you're saying.

But is that a county -- is that a county ordinance or a state ordinance or a federal ordinance?

MS. CRAWFORD: As far as --

MR. CLAY: Under federal law.

MS. CRAWFORD: As far as the life --

MR. CLAY: Because, for an example, as the gentleman was saying earlier about government taking things away, you know, you can look at



this as a 14th Amendment issue right here, because what you're saying, that these people don't have equal access to the law.

MS. CRAWFORD: I would disagree only in that it's not a taking.

You know, the law provides that you're not entitled to the perhaps best and highest use of their property.

However, even in this case, no one is trying to necessarily take away the rights they currently have.

Under medium-density residential, they already have the right to build single-family residences. The problem would be our local code which prohibits the mobile home portion in that zoning district.

There are other zoning districts, such as HDMU, where those are allowed, which is what the applicant is seeking.

If your question about whether or not it's a state, federal or local law as it relates to the life estate --

MR. CLAY: We know this is local. We know this is local.

MS. CRAWFORD: Yes, sir. The zoning is



local. As far as the life estate provision, that would be, you know, a beginning common law and well established legal principle not only in the State of Florida, federally, et cetera, so

I'm not sure if that fully answers your question.

MR. CLAY: I'll accept it.

MS. CRAWFORD: Okay.

THE WITNESS: Can I ask a question of the attorney?

Is it legal to grant nonconforming status before the fact, rather than after the fact, or is that just standard policy?

MS. CRAWFORD: Nonconforming status would only be granted after the fact, that someone is already there, in that there is a use there that does not conform with a new regulation.

THE WITNESS: Well, the use at one time was there. As you stated, it originally had a trailer on the site.

THE WITNESS: Could it be granted -- could it be granted because of that status, or is that something we just don't want to do?

MS. CRAWFORD: No -- Well, yes and no.

The law allows a period of time. For



example, if you have a business that's nonconforming use, for some reason your business gets destroyed in some fashion. You have a period of time to reestablish that use. However, you very well may have to come up to current codes in other areas.

However, after a period of time, which I believe is 18 months -- I'd have to check the provision -- you're no longer entitled to that use. You no longer have that nonconforming use.

It's my understanding in this case that period of time has lapsed. I have not heard -- and I may have just missed it -- presentation of evidence that there was a prior mobile home on this particular property.

Even if there had been, though, given the code change and the period of time that's lapsed, as Mr. Gray was stating, even know it is a forward-looking plan, so as these uses that do not conform go away just through the passage of time, that's the reason we don't continue to allow them, even if historically there may have been one there, if that makes sense.

CHAIRMAN BRISKE: Chair recognizes Mr. Rushing.

MR. RUSHING: Yeah. I just want to see if we can move this forward, because it seems like we're talking a lot about what MDU and HDMU entails, which is not part of this conversation.

This is -- You know, those rules and those laws are already established. And I would like to move this one -- move this discussion forward and keep going.

CHAIRMAN BRISKE: Thank you, sir.

Mr. Bearden.

THE WITNESS: You've given me plenty of time.

CHAIRMAN BRISKE: Thank you, sir.

THE WITNESS: I appreciate it.

CHAIRMAN BRISKE: Appreciate it.

We understand. And we're trying hard to figure this all out.

At this time, Horace, I believe you wanted to introduce the Code Enforcement officer.

MR. JONES: Yes. I think -- For the record, I think she needs to --

CHAIRMAN BRISKE: Okay.

MR. JONES: -- discuss the . . .

Angelique. Here she comes.

CHAIRMAN BRISKE: Good morning, ma'am.



If you'll please be sworn in. I don't know if you were here when we gave the oaths before.

- - -

ANGELIQUE PARKER, upon being duly sworn, was examined and testified as follows:

- - -

CHAIRMAN BRISKE: Would you please state your name and address and position for the record, please.

THE WITNESS: My name is Angelique Parker.

My address -- Do you mean my personal address?

CHAIRMAN BRISKE: No, just --

THE WITNESS: Work address? 3363 West Park Place. I'm a sergeant for the Environmental Enforcement Department.

CHAIRMAN BRISKE: Okay. More commonly called Code Enforcement?

THE WITNESS: Correct.

CHRAIRMAN BRISKE: Okay. All right. Thank you.

Horace, did you have some questions for this witness?

MR. JONES: Yes.



Ms. Angelique, if you can clarify. The gentleman presented some violations. If you can clarify for the record and explain those violations, what they were that was stated and presented before the Planning Board.

THE WITNESS: The particular case that he is referencing was a case that I handled. I believe that it was initiated in 2016.

The violator property owner was noticed for numerous nuisance conditions, as well as MDR zoning violations.

They were not in reference to the mobile homes. They were in reference to the property owner's son, Richard Arnold, operating a towing business from that location.

CHAIRMAN BRISKE: Okay. Just for the record, we do have the notice of violation as part of evidence. It's under Price Exhibit A. All of the Board members have been given a copy of that violation.

So they were running a business illegally in the zoning district.

THE WITNESS: Yes, sir.

CHAIRMAN BRISKE: Okay.

THE WITNESS: I believe that was the



second time I took them to hearing for the same violation.

CHAIRMAN BRISKE: Okay. All right.

Board members, any other questions?

Ms. Hawkins, do you have any questions of the Code Enforcement officer?

MS. FRENCH-HAWKINS: I don't.

CHAIRMAN BRISKE: Okay.

Horace, any other questions you want to get on the record?

MR. JONES: No.

Thank you, Ms. Parker.

CHAIRMAN BRISKE: Thank you, ma'am.

Okay. We still have a couple speakers.

Our next speaker is Larry Downs, Jr.

Good morning, sir.

Be sworn in and then state your name for the record.

- - -

LARRY DOWNS, JR., upon being duly sworn, was examined and testified as follows:

- - -

CHAIRMAN BRISKE: Good morning, sir. If you'll state your name and address for the record.

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THE WITNESS: Good morning, ladies and gentlemen.

My name is Larry Downs, Jr.

My address is 12156 Havburg Drive, Pensacola, Florida. It's one of the few places we still have a little freedom away from these zoning restrictions.

(Unintelligible.)

However, they did build a sports complex behind us, which I'm good with, because, you know, it's not my property.

I would like to just read real briefly -- And I know you have already went over the rules. You want me to stick to these three -- three items. And I believe this supreme case addresses that. And this is in my common-law handbook. And I really enjoy reading this.

"It will be an evil day" -- And this is just a summary from a Supreme Court case, so please let me do it.

"It will be an evil day for American liberty if the theory of government outside supreme law finds lodgement in our constitutional jurisprudence.

"No higher duty rests upon this court than

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to exert its full authority to prevent all violations of the principles of the constitution." Downs vs. Bidwell, 1901.

It's probably a relative of mine, I'm sure.

Anyways, what that's saying is, y'all are the court here in this -- in this family's, you know, future endeavors. Y'all are the court here.

And they want a -- They want to put a dwelling, residential dwelling.

Now, y'all have took the criteria of residential dwellings and separated it into many different issues, mainly economic, although Mr. Gray says it's a safety issue, which evidently it's not because it's in every other zoning area that's outside of the MDR, including trailer parks are just fine. So let's leave out the hurricanes, as though hurricane is the reason. It's not.

Anyways, what I would like to do is ask y'all to go with what staff recommended. Staff brought to you a way to do this. Mr. Jones has said it twice today.

At the last meeting, they brought to you a

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way to grant a conditional use, but it would apply to every property in this county.

Y'all don't want that. It's not for y'all to want. It's not for y'all to be dictators of. It's a conditional use that should apply to every property in this county because we're talking about a dwelling. It's a dwelling.

It's not for y'all to decide how much my property should retain its value or not. I don't care if my property plummets as long as we have freedom, as long as we have property rights to quietly use our property.

So, again, I'm asking y'all to take the staff's recommendation or at least what they brought to you as an option, and don't rule on this today.

Change this ordinance. Change it to where y'all can grant conditional uses for dwellings, because otherwise you have us wasting days and days and hours and hours of all of our time, when you can just get to your no vote.

Any questions?

CHAIRMAN BRISKE: Just a minute. I want to ask you a question, Mr. Downs.

THE WITNESS: Yes.

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CHAIRMAN BRISKE: The issue before us today, the only issue that we're allowed to vote on right now, is whether this property should be upzoned to HDMU. That's the only issue that we can solve right now.

Now, point is well made. There may be other ways of trying to fix this. Okay? I'm open to listen to all of them because I've tried to figure out how we can do it and give these people what they need.

But today's issue is, go from MDR to HDMU. And I don't think you're going to have much support for that because of what potentially could go on the property. Okay. That's the only issue we can vote on today.

And I agree with you. There are many other things that need to be looked at.

THE WITNESS: I'm -- I'm --

CHAIRMAN BRISKE: But with that issue in mind, what do you propose we do with that issue? Are you proposing the upzoning?

THE WITNESS: I propose right now that the -- No, I'm not proposing that. That upzoning is going to affect everybody. But for them to use -- They should be able to use their

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property.
And what I would suggest to the Hawkins family right now is to withdraw this, withdraw this and apply for a conditional use, apply for this Board to create exactly what Mr. Jones said a while ago.
And I propose a need for conditional use to be granted for dwellings on people's property that's been in their family. It doesn't matter. I mean, they were there before these zoning laws existed.
And we go back to our Constitutional rights, our Bill of Rights; life, liberty and the pursuit of happiness. That doesn't give you the right to tell other people, "You're going to lower my property value with your dwelling, so we're not going to grant it. That's wrong.
MR. GRAY: I never said that.
THE WITNESS: You did.
MR. PYLE: It's irrelevant.
CHAIRMAN BRISKE: It's not what you're talking about.
THE WITNESS: It's not what you're talking about.
MR. PYLE: You know, one of the things

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that's frustrating is that, you know, I'm not sure who interjected the financial and economic input.
THE WITNESS: And safety.
MR. PYLE: Quite frankly -- And, again, back to the Chair's point. We have one thing up here. We're not arguing. We're not going to get up here and wrestle about the constitution and revolution.
Quite frankly, it's annoying, when where were those great ideas last week when we were talking about this? Nobody had a great revelatory idea last month.
THE WITNESS: They did.
MR. PYLE: And we debated it at length, actually, and it didn't come to anything.
And the problem -- One of the problems is that this home was purchased prior and then they came and asked for permission. And we had to do -- It was purchased prior. It was already done. Is that not -- If I'm not mistaken.
MR. JONES: Yes.
MR. PYLE: That they had already purchased this mobile home. And that's why -- that's why we've -- This is now the third meeting we have

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discussed this -- this has been a topic, three months in a row that we have talked about this. We have tried to make it work, and it's -- unfortunately, it's not. It's just not working.
THE WITNESS: Isn't it sad that they have to come here to beg y'all's permission? I think it's sad.
Anyways, y'all do what y'all going to do. I made a recommendation. I hope that they withdraw and then go with what Mr. Jones says so this can be brought up at a different time in a different way, because I agree that -- that moving it up to a different zoning.
But the zoning issues are y'all's problem to begin with. It's a conundrum, the conundrum y'all created. A dwelling is a dwelling. You can't -- And it's not about any of the other issues. Y'all know it.
It's about affordability. You're taking affordability -- Not saying y'all did it, but somebody did it. They said, "You know what? We don't want mobile homes in there because it's going to lower the property value around the 500-foot area." That's a fact. Somebody said that. Guarantee it.

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Thank you.
MR. GRAY: Mr. Chairman, I might need to clarify.
CHAIRMAN BRISKE: Yes, sir. Go ahead, Mr. Gray.
MR. GRAY: That statement was made by a member of the public, in concern for what would happen on that property. It was not from a member of your Board that your elected officials have appointed here.
THE WITNESS: I'm not talking about y'all.
MR. GRAY: Well, I'm just --
THE WITNESS: I'm talking about previous boards.
MR. GRAY: Well, I'm just saying that the discussion about value was presented by a member of the public, who was, as a layperson, making a concern about a perception that they have as a layperson.
And it wasn't made by anyone on this Board. And it wasn't made by any of your county staff, the discussion of valuation.
THE WITNESS: No, not the staff for sure, but I guarantee you, through this whole process, one of y'all had mentioned it at least one time.

MR. GRAY: Well, the thing is, because I was here for each of these meetings, and I had made the motions.

I offered the motion to allow for a conditional-use type of language to be introduced into the Code. I'm the one that offered that motion and also offered the motion that we deny it because it doesn't meet the criteria, and it didn't work.

The only motion that this Board saw fit to go forward with -- this was three months ago -- what happened two months ago was an idea that there might be a conditional use within this in MDU.

And we've just -- We looked at it, and you looked at it as a whole. We're talking about thousands of acres.

THE WITNESS: The whole county.

MR. GRAY: Yeah.

THE WITNESS: Yes.

MR. GRAY: We're talking about thousands of acres.

THE WITNESS: The whole county.

MR. GRAY: And this appointed Board -- I'm sorry. This part of the voting Board just



couldn't see it working. It didn't make sense.

THE WITNESS: It will work.

MR. GRAY: It didn't make sense.

So if these people want to come back and reintroduce it again, I recommend they go back and look at minutes, because it's already been discussed. It's already been -- We've run that thing, and it just -- it didn't go up the pole. It didn't work.

THE WITNESS: The chair said he would like to have heard more, so I think we have an opportunity here to maybe get something like Mr. Jones brought to y'all at the last meeting.

CHAIRMAN BRISKE: Yeah.

MR. GRAY: I'm just informing you what happened in the past. And, again, no one up here talked about protection of value of properties. No one here up here did it. No one there on staff.

THE WITNESS: We know that's a quiet issue, but it's part of it.

MR. GRAY: It wasn't brought up, sir. That's all I'm going to say.

THE WITNESS: It's all under the guise of safety, hurricanes, all that.



But Mr. Jones did bring it up. That's the reason why I brought it up. He brought it up twice. There is another option. Y'all may not want to do it because it's for the whole county.

But what -- The whole county is entitled to the same dwelling rights. Quiet use of their property doesn't mean that mobile homes, modular homes, trailer homes should be ruled out of any situation. Ever. It just shouldn't be ruled out because there's no criteria in the Bill of Rights --

MR. GRAY: Mr. Chairman --

THE WITNESS: -- that says y'all should do that.

MR. GRAY: -- I just asked a certain question because he's not -- I asked a question -- or I just made a statement.

CHAIRMAN BRISKE: Thank you, sir.

THE WITNESS: Thank y'all.

CHAIRMAN BRISKE: We appreciate your comments. We're going to try sorting this thing out.

All right. Deja McCullough.

Good morning, Miss. If you'll please be sworn in and then state your name and address



for the record.

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DEJA MCCULLOUGH, upon being duly sworn, was examined and testified as follows:

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THE WITNESS: Do you need my name and address, too?

CHAIRMAN BRISKE: Yes, please.

THE WITNESS: Deja McCullough, 4064 Glenway Drive, Pensacola, Florida 32526.

CHAIRMAN BRISKE: All right. Go ahead, Miss.

THE WITNESS: All right. So I'm really just thinking a few things my mom mentioned, what was said to her.

The first thing is that you guys put up the criteria, so to speak. If I'm not saying it correctly, you saw that her -- speak as to why it is compatible; right? That was what you said.

CHAIRMAN BRISKE: Right. In order for us to recommend approval, we have to have competent and substantial evidence in each one of those categories to support it. So --

THE WITNESS: Okay. So my mother would

have to have a substantial amount of knowledge in order to even bring up an argument like that.

And apparently you guys can tell that they are not financially in a place to be able to have that information or to be able to obtain a lawyer, things offer that nature. That was the first thing.

So that's -- If you'll notice the reason how my mother responds, she said, "I don't know," because she's really looking for you guys to put up -- to do this part for her, and make it right for them and their family. That was my first part.

I'm going on to my second part now. As to Mikey [sic] Price, his comment as far as the violations, Mr. Hawkins is definitely paying the price for the violations, but he is not the one making the violations, so I hope that you guys can also take that into consideration, being that y'all took that paper that he had into consideration as well.

As far as the mobile homes, the mobile homes that are already there technically are already in violation. It sounds like there's circumstances. Them already living on the



property is what allowed them to remain on the property.

So if they're being taken into consideration, why can't this family not be taken into consideration as well?

Also, my last part is, is it impossible for us to come outside of the box and create something that is specifically geared and tailored to their particular needs? So that way in the future -- Because what it ultimately sounds like is you guys are not concerned with the current situation or even the Hawkins.

It's really the fact of what's coming once they leave. What is the future problems? That's the main bulk of the problems that I'm hearing, is what are we going to face in the future?

So, okay. Create a plan. Come outside of the box that will squash that, so therefore if they do leave their property, that the other things that are -- you're concerned about cannot be done or placed on that property.

Like, honestly, I hear more pushbacks than anything. Even if somebody does come up and say, "Hey, what about this? What about this?"



I hear more pushbacks coming from you guys versus there -- you guys coming up finding ways to come up with a plan for the family, honestly. In all due respect, that's your job. But at least make it to where it fits for them.

So -- But that was my only comment.

Oh, and there was another comment that you guys keep making. My mother did her due diligence. She did not buy property and decide to say, "Hey, we're going to put it here."

No. She spoke with Mr. Horace several times. She was given misinformation.

Thank you.

CHAIRMAN BRISKE: Thank you, ma'am.

Board members, did you have any questions of Ms. McCullough?

(No response.)

CHAIRMAN BRISKE: Ms. Hawkins, did you wish to ask Ms. McCullough any questions?

MS. FRENCH-HAWKINS: I did.

I also wanted to tell -- know you're taking away from Carter --

MR. JONES: Speak in the microphone.

CHAIRMAN BRISKE: If you'll come to the microphone. We're recording the proceedings.



MS. FRENCH-HAWKINS: Okay. This is the great-grandson. This is the last generation right now.

To me, it's been taken away from him that right to grow up on that land, to play on that land, to visit that land. He will never get that, if -- if every time I come up here to speak or take a day off to come here to do this, to me, that's wrong.

You spoke of the trailers being torn away because of storms. Toni Arnold trailers, both are still there. They have survived every storm that was down there. I have never seen anything happen to her trailers.

And as far as the violations, we never violated with a business. We had nothing to do with that. That's Arnold's.

I also wanted to know: Why can't it be an approval for a single-family dwelling, with a life estate for life with condition?

I don't know what else to sell to y'all to get you to approve this for Jason Hawkins, Sr. I don't know what else to do.

CHAIRMAN BRISKE: Okay. Let me ask Horace and the attorney a couple of questions while

you're holding your beautiful grandson.
MS. FRENCH-HAWKINS: Thank you.
CHAIRMAN BRISKE: Now, keep in mind -- I can't remember the exact situation, but this goes back many years.
As you know, I've been on the board here probably 17, 18 years.
MR. JONES: Yes, sir.
CHAIRMAN BRISKE: At one time we had the ability to put limitations on properties. And it was kind of like an agreement with deed restrictions, maybe. Is that something that -- what she's asking for? Saying? Allow them to do this but for a one-time exception? Is there any avenue for that?
MS. CRAWFORD: Meredith Crawford again.
I believe what she may be referring to when she uses the term "life estate," and perhaps what Mr. Clay earlier was referring to is the idea of conditional rezoning, in which you allow one individual -- or conditional use rezoning or something -- that's probably not the appropriate term -- where you do allow a rezoning specific to a use, specific to an owner.



There are other jurisdictions that have something similar. I've not researched that.
It's my understanding from prior Board conversation -- this perhaps came from the Board of County Commissioners -- that that was not something that they would want. It's absolutely something we could look into. It would require a change to the Code. And so that --
MR. JONES: Yes --
MS. CRAWFORD: -- that process would have to take place.
But as of this time, there is nothing in our Code that would allow an agreement between us and the applicant to use the property for use outside of the zoning or in violation of the zoning.
There are other things, such as development agreements, where, you know, we will agree with the developer, related to certain other restrictions, but it wouldn't be something like a use restriction.
CHAIRMAN BRISKE: So at this point, there's nothing that even at the County Commission level that they can authorize on this property.



MS. CRAWFORD: There's nothing within the Code. The Board of County Commissioners could authorize or direct either staff or the Planning Board to look into other avenues.
I know there have been discussions related to mobile homes probably for the past six months or so. At this time, we have not been directed to make any changes.
But, yes. I mean, there may be other alternatives, but it's my understanding that that's not been something that we've been asked to look into, outside of simply adding the mobile homes as a conditional use in the MDR district.
CHAIRMAN BRISKE: Ms. Hawkins, have you had any discussions with your County Commissioner on this topic?
MS. FRENCH-HAWKINS: Because we went to him. And he told us to start a case, which is what we're doing here.
CHAIRMAN BRISKE: Okay.
MS. FRENCH-HAWKINS: Thanks to him, we found out that we could start a case because it was never nothing that was offered when I came to this office. I was never told that you could



do this or you can do that. I was never given any alternatives anywhere. I was just told, "No, it cannot be put there."
I did call the office. I didn't speak with Horace, but I did call his office several times March of '17.
He stated in the last meeting that I never called. And that's because he only checked for my cell phone number. He never checked for my work number, which is 595-6500. If he wanted to check records, he can go back and look at it now starting in March.
I would have never went through the process of having this home purchased for my dad if I thought that it couldn't go down there. I did do my homework. I thought I did, anyway.
CHAIRMAN BRISKE: Let me ask you a question about that. Did you get any kind of documentation or anything like that from the county that you based your decision on, or was it just a verbal discussion?
MS. FRENCH-HAWKINS: It was a verbal. I never knew I needed anything.
CHAIRMAN BRISKE: Okay.
MS. FRENCH-HAWKINS: When I called, and I

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asked --
CHAIRMAN BRISKE: All right. I'm just trying to see if there's any written documentation out there.
MR. GRAY: Mr. Chair, that's a very common -- that's a very common occurrence for -- asking to get a verbal on the phone that you don't receive a document.
But also, it would be atypical, I think, of anyone answering that phone to be not trained in the ability to read -- the Land Development Code, to read the first two main qualities of that property are, "No mobile home" and "No mobile home." That would be -- And that's all I had to say.
Thank you.
CHAIRMAN BRISKE: The follow-up question to that is: Do you remember exactly what you were told during that conversation?
MS. FRENCH-HAWKINS: I called and asked, "Could modular or manufactured homes be put on property?" I gave the address.
I was told, "Yes, not trailers but manufactured homes."
And I wanted to know the difference, but

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that didn't work out. But I called several times in March about that.
I don't know who I was getting on the phone. I didn't write the name down. I never knew the procedure for coming in, putting a paper in, and finding all of this out.
When you call me at the Health Department, and you ask me how do you come in there and give a shot record, I tell you, "You come in. You fill out an application, a request of information form, sign it."
I do my part, and I give it back to you, but I at least tell you the steps. I was never given the steps over the phone.
Had I been given information, I would have followed the information. I was never.
CHAIRMAN BRISKE: All right. Go ahead.
MR. PYLE: Mr. Chairman, I have a question now for Chair and Ms. Meredith.
I mean, I think -- I think it's painfully obvious we cannot -- or I'm not going to assume that, but it's going -- I think it's overwhelmingly difficult to change the zoning, period.
Can we -- How can we go back -- And I

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think we need to involve the Board of County Commissioners in this and ask them for a vehicle in order to use with restricted uses for a property, not opening Pandora's Box for the remainder of the county, but being able to use restricted use only for -- whatever mix of verbiage we've got here.
I think we've come to loggerheads. And I don't -- You know, the way people are painting this Board, I think they're wrong. And it's very frustrating. And I don't think the family should pay for that.
And I think that apparently there's enough confusion, at least in the process, of them finding ahead of time what they could and could not do, when they may have pretty -- a big financial investment, and now they're, you know, facing us as the people saying, "No, you can't."
I know why we're not. And I think we're correct. But is there a way to go to the County Commissioners, bring them in on a very strict use, to the current zoning?
MS. CRAWFORD: Sure, Mr. Pyle.
Probably the easiest route that I think of the two, off the top of my head, would be that

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this Board simply ask or direct staff to take this to the Committee of the Whole and present the issue to the Board of County Commissioners and ask for direction back to this Board.
Another option is always for members of the public to go to public forum or bring it up with their Commissioners.
However, given the nature of the discussion today and the desire not to put the burden back on an applicant who has been here several times, I think asking for Board direction from the Board of County Commissioners -- and it seems to be that you're asking the procedure to do that -- would be simply to ask staff to take this to the Committee of the Whole and ask for the Board to direct.
CHAIRMAN BRISKE: Would you recommend that the Board take action on this as to recommend approval or denial before that, or to continue the case until we get direction back from them?
MS. CRAWFORD: That would really be the pleasure of the applicant and the Board.
While I understand if you have a desire to put a hold on this and have Board direction, the

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Board direction, though, if they do direct a change, is going to require some time for a code change.

You know, it will have to go back through you guys, back to the Board of County Commissioners, which is fine, at which point the applicant, rather than going under the old code provision, which he still could do, could request to come under the new provision. Obviously, I believe, that would be what she would want, especially if the Code were to be changed in her favor, if that makes sense.

CHAIRMAN BRISKE: So just keeping with the theme here that we're dealing with laypeople that don't necessarily know quite as much as some of our staff members do, if the Board -- I'm just saying "if." If the Board denies the request for the upzoning, then they have rights to appeal. Okay.

So before it would go to a right to appeal, we would submit it to the Committee of the Whole for input before the Commissioners vote? Is that what you're saying?

MS. CRAWFORD: No. What I would say would be: You're correct if you make a final. You

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make a recommendation to the Board of County Commissioners. The Board of County Commissioners could then either accept your recommendation, for example, for denial, at which point the applicant would have an avenue of appeal. There's not necessarily an avenue of appeal between this Board and the Board of County Commissioners, simply because it's not a final decision here.

I would not recommend that you send this case -- and I don't believe it would be appropriate to send this case -- to the Board of County Commissioners to review, since once your decision is made, that's going to go to them. They'll be receiving evidence or information outside of their particular quasi-judicial hearing on the subject.

My recommendation, and what it sounds like you're asking for, would simply be to hold this case in abeyance, if there's no objection from the applicant; for you to ask the staff or get with your Board of County Commissioners yourself, to have a discussion at the Committee of the Whole specifically on mobile homes, where they're allowed, how they can be addressed,

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whether as a conditional use in MDR, or whether there's any appetite for some sort of conditional zoning in which it's rezoned or perhaps zoning is more lenient specific to a use. However, once that use ceases, the old zoning or old restrictions would go back into place. Again, there are jurisdictions that do that.

We would need time to look into it, but if that's the will of the Board, then staff -- or what typically would happen is, they come up with options. They go to the Committee of the Whole. There's a presentation.

The Board can then give direction back. Again, for the Hawkins, that may take quite some time. It would be a few months before anything could be changed, at a minimum.

MR. JONES: And I would like to add --

CHAIRMAN BRISKE: Turn your microphone on.

MR. JONES: Thank you, Meredith.

Yes.

With the direction of the Committee of the Whole, it would -- it definitely would take some time because that is -- that is an agenda that's definitely a form set by the County

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Administrator and the Board of County Commissioners when they have those discussions.

There have been occasions where we have brought topics before them, but because of the lengthy agenda, they've pushed those off, so that could take some time before this gets scheduled, if that's the direction for the Committee of the Whole discussion.

As Meredith said, you can make a decision to approve or deny, and then -- and the Board can again direct staff at that meeting to look at some other alternatives, and that could expedite. They could even give a date certain when they want to come back at that time.

But just the Committee of the Whole discussion is really -- That really could take some months, especially being -- I know the agenda that -- the issues they're working on, that could take some time for the Hawkins. And I know that they are working on a time crunch as well.

MS. CRAWFORD: Well -- and if I may interject again -- that's not the only route. Another possibility would be similar to last month. Staff brought a draft ordinance, adding

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in the mobile homes as a conditional use through the BOA approval. That was not something that this Board decided to move forward on.

If this Board directed staff to come back to you next month with a draft of some sort of conditional zoning -- and, again, I apologize. I don't know the term used by other jurisdictions, or use specific zoning, then that could be something that you could then pass on to the Board of County Commissioners short of the Committee of the Whole.

Again, if you want the input of the Board before moving forward on something like that, I think the Committee of the Whole would be the appropriate route.

CHAIRMAN BRISKE: I think it's definitely important that we have the input of the Commissioners because they're going to have the final say in it. And, you know, I do think that we have to consider the precedent that it may set for each individual case, so we have to look at that.

But either way, whether the Board recommends approval or denial on this, it's going to go in front of the County

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Commissioners, so we really have two options, one, to make a motion on it, or for the applicant to ask for it to be held over, and then we request an audience with the Committee of the Whole, which may be --

MR. JONES: Based upon their timetable, yeah.

CHAIRMAN BRISKE: I mean, I don't know how the other Board members feel, but I'm almost thinking it's better to take a vote on this and make them come to a decision at the Board of County Commissioners, so the applicant has due process, to be in front of all the Commissioners and state their case, and at the same time subsequently this Board saying to them, "We need to know do you want us to look at a conditional use for MDR" at the same time.

Go ahead.

MR. GRAY: Mr. Chair, let me just bring up two thoughts.

One thought was, I thought that we had waived the fees for this applicant at the very beginning of this process.

MR. JONES: It is. Yes.

CHAIRMAN BRISKE: That's good.

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MR. GRAY: We are now -- So that financial, that one column, has been taken care of. We have now repeatedly asked -- And they didn't come the second time. We've now repeatedly asked this family to take time and come here before us to hear this -- you know, this Board decide whether we're going to upzone or not upzone this property.

We've now done that twice. And technically we talked about it three times now. So we've now used their time, which is their commodity.

My thought is, is could we not let this Board take a vote on whether we're going to upzone or not on this? And rather than keep this slow pull on this Band-Aid going, you know, we're going to not do this, ought we not do it quickly? If we're going to do something, you know, let's deliver bad news quickly. And that's what it was, a policy to always deliver the bad news quickly.

I think we ought to go ahead and take this vote. And I'd like to see if we could entertain a motion to deny this request.

And if I can get a second, I think we can

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get a vote out of this, and these guys would know the answer now, at which point it translates up into a BOCC issue, I think.

MR. INGWELL: Could I ask something?

CHAIRMAN BRISKE: Mr. Ingwell, go ahead.

MR. INGWELL: We're all trying to avoid the fact that Ms. Hawkins is being penalized for trying to do the right thing. That's the bottom line.

And I think what we're looking at here is, it's almost like a variance request. It's site specific, but it's, you know, a large-scale variance for this particular property.

It's based on need, not necessarily -- not want. They made decisions ahead of time with expectations that they would be able to put this structure on that property.

So I think it's very similar to a builder asking for a variance based on a certain property that they're trying to put a structure on, so that may be an avenue, a large-scale variance, for the lack of a better term.

MR. GRAY: Mr. Chair, we have to also be conscientious of the idea of setting precedent, so -- And this happens in several jurisdictions.

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I'm just saying, if we set precedent on something, and it's good for the gander. Every time somebody wants to come up and bring this same similar condition to us, we can't say no because we set apart a certain degree of circumstances, that it was a -- we'll consider it now a very tight, tight, narrow allowance with these specific things.

But all someone has to do is come together with that same -- the minutes from that meeting and come to us. And then before we know it, we cascade into we have changed the category entirely.

UNIDENTIFIED MALE SPEAKER: Freedom. Freedom.

MR. GRAY: We have changed the character of the category entirely to set precedent as a Board. We have to be conscientious of that. So as carefully as you want to word it, as carefully as one of us wants to word this proposed, you know, conditional motion, it can be used again and again and again because we have now set precedent.

CHAIRMAN BRISKE: Yeah. And I don't think we're recommending making conditional

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recommendation here. I don't think that would be legal in this point.

But to go back to your point, Mr. Ingwell, I think maybe the terminology, when it goes to the Board of Adjustment, I think this would be considered a conditional use and not a variance. A variance is typically -- are for height --

MR. JONES: Yes.

CHAIRMAN BRISKE: -- lot width, you know, technical -- how many feet something are. So I think we would still have to do the conditional use.

And that's why I was saying, if we take a vote on this, and then at the same time appeal to the Commissioners and say, "We need direction on do you want us to look at the entire MDR category for conditional use?" And have them come back and say, "Yes, we want to put conditional use in there."

And then we'll have to establish what those criteria are because there are very specific criteria for conditional uses.

So, go ahead, sir.

MR. INGWELL: Well, I'd like to make a motion, then, in order to maintain consistency

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in application of the Land Development Code, and due to not compatibility with Criteria b., c. and e., that we deny this application.

CHAIRMAN BRISKE: All right. Thank you, sir.

MR. GRAY: Mr. Chair, I'm going to put a second to that motion.

I think it falls right in line with what I think we need to do as the right condition. I'm going to second and see what this Board will vote, how we'll vote.

Thank you.

CHAIRMAN BRISKE: Okay. We have a motion and a second.

Discussion?

(No response.)

CHAIRMAN BRISKE: Okay. We'll take the vote now.

All those in favor of supporting the motion for denial, say "aye."

(Chorus of "ayes.")

CHAIRMAN BRISKE: Opposed?

MR. CLAY: No.

CHAIRMAN BRISKE: Okay. So the motion carries, so the recommendation will be to deny

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the upzoning request.

I would pass the Chair to my counterpart here for just a moment.

I'd like to make a motion that the Board write a letter or ask the staff to go to the County Commissioners to be discussed as soon as possible.

And please emphasize that this is affecting some folks' lives here. We don't need to kick the can down the road for months and months, but to have them come back and offer their suggestions whether that be a conditional use in MDR or some other type of administrative way that they may help this family. We'd like to hear that back. That would be my motion.

MR. PYLE: Second, Mr. Chair.

CHAIRMAN BRISKE: Thank you.

You want to call the question, since I made the motion?

MR. PYLE: So we have a -- I am allowed to second, right, the motion as a Chair; correct?

All right. We have a motion. You may want to repeat that.

CHAIRMAN BRISKE: Just to go to the County Commissioners, ask them -- They're obviously

going to get the case, so, Ms. Hawkins, you'll have the ability to discuss with them directly your concerns, as well as all the folks that have spoken here today.

And I would highly encourage you -- I know it's time out of your schedule, but I would highly encourage you to speak because they'll get a record of what was said here today, but you'll have an opportunity to speak again.

And basically just get guidance back from them. Two options: Push it back to us for a conditional use in MDR or come up with some kind of administrative way that they can help this family.

MR. PYLE: So we have the motion as stated and seconded.

All those in favor?

(Chorus of "ayes.")

MR. PYLE: Any opposed?

(No response.)

CHAIRMAN BRISKE: Okay. All right.

Thank you, folks. Sorry it's not exactly what you had hoped for in this forum, but obviously we have a lot to work out.

I would recommend highly that all of you



that spoke today please attend the Board of County Commission meeting so that you can show your support for this.

With that, we'll conclude the case.

(Hearing concluded at 10:30 a.m.)



CERTIFICATE OF REPORTER

STATE OF FLORIDA )
)
COUNTY OF ESCAMBIA )

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board proceedings; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DAVID A. DEIK, CP, CPE
Professional Court Reporter

GROWTH MANAGEMENT REPORT – Horace Jones, Director,
Development Services Department

I. PUBLIC HEARINGS

1. Rezoning Cases

Motion made by Commissioner May, seconded by Commissioner Barry, and carried unanimously, approving to remand Rezoning Case Z-2017-17 to the Planning Board for the following reasons:

A. This application was filed prior to the adoption of the new zoning criteria and should go back to the Planning Board for review under the new criteria:

(1) Unlike the old criteria, the new criteria address the allowance of spot zoning if it will result in orderly development; and

(2) This would create a spot-zoned parcel; however, there are existing mobile homes in the area; and

B. The Planning Board should address the use mobile homes within the Land Development Code, as follows:

(1) Planning Board may add mobile homes to zoning districts that currently allow for single-family residences (this is currently MDR);

(2) Planning Board may create a process for conditional rezoning based on use; the zoning would revert if the approved use is discontinued; and

(3) Planning Board may add the use of a mobile home as a conditional use in residential districts for the BOA [Board of Adjustment] to determine.

Speaker(s):

Larry Downs, Jr.

(Continued on Page 30)

# 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:** 5-1-18

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** SPZ-2018-01
Z-2017-17

_____ In Favor _____ Against

**OR**

**Regular Planning Board Meeting**

**Agenda Item Number/Description:** _____

*Name: Larry Dorn

*Address: 12156 Hanson Rd *City, State, Zip: Pen Fl

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

## Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14190** **Growth Management Report 11. 2.**
**BCC Regular Meeting** **Public Hearing**
**Meeting Date:** 06/07/2018
**Issue:** 5:45 p.m. - Amendment to the Official Zoning Map
**From:** Horace Jones, Director
**Organization:** Development Services

## RECOMMENDATION:

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on May 1, 2018, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

## BACKGROUND:

Rezoning cases Z-2018-04, Z-2018-05, and SPZ-2018-01 were heard by the Planning Board on May 1, 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 cases.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

## BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

## LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

**PERSONNEL:**

No additional personnel are anticipated for the implementation of this recommended Board action.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

**IMPLEMENTATION/COORDINATION:**

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This proposed Ordinance was prepared by the Development Services Department in coordination with the County Attorney's Office, and interested citizens. The Development Services Department will ensure proper advertisement.

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**Attachments**

Draft Ordinance

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**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-2018-04** |
| Address: | 1529 Ora Drive and Behind 1529 Ora Drive |
| Property Reference No.: | 29-2S-31-2002-000-000 and 29-2S-31-2202-000-002 |
| Property Size: | 11.51 (+/-) acres |
| From: | LDR, Low Density Residential district (four du/acre) and HDMU, High Density Mixed-use district (25 du/acre) |
| To: | MDR, Medium Density Residential district (10 du/acre) |
| FLU Category: | MU-S, Mixed-Use Suburban |

| | |
|---|---|
| **Case No.:** | **Z-2018-05** |
| Address: | 5900 W Nine Mile Road |
| Property Reference No.: | 06-1S-31-4402-000-000 |
| Property Size: | 10.19 (+/-) acres |
| From: | Com, Commercial district (25 du/acre) and HDMU, High Density Mixed-use district (25 du/acre) |
| To: | Com, Commercial district (25 du/acre) |
| FLU Category: | MU-S, Mixed-Use Suburban |

DRAFT

| | |
|---|---|
| **Case No.:** | **SPZ-2018-01 (formerly Z-2017-17)** |
| Location: | 6355 Mockingbird Lane |
| Property Reference No.: | 35-1S-30-7117-000-000 |
| Property Size: | 4.86 (+/-) acres |
| Current Zoning: | MDR, Medium Density Residential district (10 du/acre) |
| To Allow: | A Mobile Home in MDR, Medium Density Residential district (10 du/acre) |
| FLU Category: | MU-U, Mixed-Use Urban |

**Section 2. Severability.**

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

**Section 3. Inclusion in Code.**

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

DRAFT

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**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-14191** **Growth Management Report 11. 3.**
**BCC Regular Meeting** **Public Hearing**
**Meeting Date:** 06/07/2018
**Issue:** 5:46 p.m. - A Public Hearing Concerning the Review of an LDC Ordinance Amending Chapter 5, Article 3, Section 5-3.3(i)
**From:** Horace Jones, Director
**Organization:** Development Services

## RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 5, General Development Standards, Article 3, Division of Land, Section 5-3.3(i) Subdivision, Design and Maintenance, Infrastructure

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 5, General Development Standards, Article 3, Division of Land, Section 5-3.3(i) Subdivision, Design and Maintenance, Infrastructure, to remove reference to density bonus provision and the reduction in lot width for underground utilities.

## BACKGROUND:

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, density bonuses no longer applies, and any reference to density bonuses shall be removed from the Land Development Code.

## BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

## LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

## PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

**IMPLEMENTATION/COORDINATION:**

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

---

**Attachments**

Draft Ordinance
Clean Ordinance

---

**LEGAL REVIEW**

(COUNTY DEPARTMENT USE ONLY)

Document: Ordinance for removal of density bonus 5-1-18 PB

Date: 3-29-18

Date requested back by: 4-6-18

Requested by: Allyson Cain

Phone Number: _____

(LEGAL USE ONLY)

Legal Review by M Crawford

Date Received: 4/5/18

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 PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED, AMENDING CHAPTER 5, GENERAL DEVELOPMENT STANDARDS, ARTICLE 3, DIVISION OF LAND, SECTION 5-3.3(i) SUBDIVISION, DESIGN AND MAINTENANCE, INFRASTRUCTURE TO REMOVE DENSITY BONUS PROVISION AND THE REDUCTION IN LOT WIDTH FOR UNDERGROUND UTILITIES; 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

**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 5, General Development Standards, Sections 5-3.3, is hereby amended as follows, (words underlined are additions and words stricken are deletions), which is incorporated herein by reference

**LDC, Chapter 5, General Development Standards**

**(i) Infrastructure.**

**(1) Stormwater management.** For any subdivision, the developer shall provide an adequate stormwater management system, including for erosion control, in compliance with the concurrency management stormwater management standards of this chapter and DSM Chapter 1, Stormwater Article.

**(2) Streets and access.** For any subdivision, the developer shall provide an adequate street network, including access, in compliance with the monitoring management and street and access standards of this chapter and DSM Chapter 1, Transportation Article.

**(3) Underground utilities.** The developer is encouraged to place all subdivision utilities underground. ~~In the event that underground utilities are provided, a gross density bonus of 10% (if allowed by the density limit of the applicable FLU) or a reduction in the minimum lot width of 10% shall be granted by the Planning Official upon the developer's request.~~ See DSM Chapter 1, Street Layout to address utilities in right-of-way.

**(4) Utility street crossings.** See DSM Chapter 1, Street Layout section for details regarding utility street crossings.

**(5) Street lights.** The developer is encouraged to install street lights. A street lighting district may be established through the BCC for the installation, operation, and/or maintenance of lights according to the street lighting municipal services benefits units (MSBU) provisions of Chapter 70, *Local Public Improvements,* Part I, Escambia County Code of Ordinances.

**(6) Easements.** Drainage easements and rights-of-way shall comply with the stormwater management provisions of this chapter and DSM, Chapter 1,

**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 (2015); 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 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:**

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 5, GENERAL DEVELOPMENT STANDARDS, ARTICLE 3, DIVISION OF LAND, SECTION 5-3.3(i) SUBDIVISION, DESIGN AND MAINTENANCE, INFRASTRUCTURE TO REMOVE DENSITY BONUS PROVISION AND THE REDUCTION IN LOT WIDTH FOR UNDERGROUND UTILITIES; 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

**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 5, General Development Standards, Sections 5-3.3, is hereby amended as follows, (words underlined are additions and words stricken are deletions), which is incorporated herein by reference

**LDC, Chapter 5, General Development Standards**

**(i) Infrastructure.**

**(1) Stormwater management.** For any subdivision, the developer shall provide an adequate stormwater management system, including for erosion control, in compliance with the concurrency management stormwater management standards of this chapter and DSM Chapter 1, Stormwater Article.

**(2) Streets and access.** For any subdivision, the developer shall provide an adequate street network, including access, in compliance with the monitoring management and street and access standards of this chapter and DSM Chapter 1, Transportation Article.

**(3) Underground utilities.** The developer is encouraged to place all subdivision utilities underground. ~~In the event that underground utilities are provided, a gross density bonus of 10% (if allowed by the density limit of the applicable FLU) or a reduction in the minimum lot width of 10% shall be granted by the Planning Official upon the developer's request.~~ See DSM Chapter 1, Street Layout to address utilities in right-of-way.

**(4) Utility street crossings.** See DSM Chapter 1, Street Layout section for details regarding utility street crossings.

**(5) Street lights.** The developer is encouraged to install street lights. A street lighting district may be established through the BCC for the installation, operation, and/or maintenance of lights according to the street lighting municipal services benefits units (MSBU) provisions of Chapter 70, *Local Public Improvements,* Part I, Escambia County Code of Ordinances.

**(6) Easements.** Drainage easements and rights-of-way shall comply with the stormwater management provisions of this chapter and DSM, Chapter 1,

**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 (2015); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

**INTENTIONALLY LEFT BLANK**

**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-14192** **Growth Management Report 11. 4.**
**BCC Regular Meeting** **Public Hearing**
**Meeting Date:** 06/07/2018
**Issue:** 5:47 p.m. - A Public Hearing concerning the Review of an LDC Ordinance Amending Chapter 3, Zoning Regulations
**From:** Horace Jones, Director
**Organization:** Development Services

## RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Zoning Regulations, Section 3-2.11 Heavy Commercial and Light Industrial District, Subsections 3-2.11(a), 3-2.11(b), 3-2.11(b)(6), 3-2.11(c), 3-2.11(d)(8), 3-2.11(g)

That the Board of County Commissioners (BCC) review an Ordinance amending the Land Development Code (LDC) Chapter 3, Zoning Regulations, Section 3-2.11 Heavy Commercial and Light Industrial district (HC/LI), Subsection 3-2.11(a), Purpose; Subsection 3-2.11(b), Permitted Uses; Subsection 3-2.11(b)(6), Industrial and Related; Subsection 3-2.11(c) Conditional Uses; Subsection 3-1.22(d)(8), Site and Building Requirements, Other Requirements; creating Subsection 3-2.11(g), Performance Standards for Certain Parcels, to address industrial uses which are zoned HC/LI and located within Mixed-Use Suburban (MU-S) Future Land Use category.

This hearing serves as the first of two public hearings.

## BACKGROUND:

The Board of County Commissioners found that the consolidation of zoning districts included in the April 16, 2015, adoption of the Land Development Code did not eliminate all occurrences of zoning districts that appear to allow uses, density, or other intensities of use not authorized by the prevailing purposes and associated provisions of applicable future land use categories. They found that there are occurrences of Heavy Commercial and Light Industrial (HC/LI) zoning within the Mixed-Use Suburban (MU-S) future land use category that are inconsistent. This action is remedial in nature following DEO's recent determination in DEO Case Number 18-003.

**BUDGETARY IMPACT:**

No budgetary impact is anticipated by the adoption of this Ordinance.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The attached Ordinance has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

**PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

**IMPLEMENTATION/COORDINATION:**

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

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**Attachments**

Draft Ordinance
County Response Letter Ordinance 2017-65
Exhibit A County Response Ordinance 2017-65
Exhibit B County Response Ordinance 2017-65
Exhibit C County Response Ordinance 2017-65
Email from Sherry Spiers from DEO Received on May 1, 2018 (Planning Board hearing date)

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**LEGAL REVIEW**

(COUNTY DEPARTMENT USE ONLY)

Document: HC/LI - MU-S Ordinance

Date: 4/15/18

Date requested back by: 4/18/18

Requested by: Allyson Cain

Phone Number: _____

(LEGAL USE ONLY)

Legal Review by M. Crawford

Date Received: 4/17/18

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 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 3-2.11 HEAVY COMMERCIAL AND LIGHT INDUSTRIAL DISTRICT (HC/LI), SUBSECTION 3-2.11(a), PURPOSE; SUBSECTION 3-2.11(b), PERMITTED USES; SUBSECTION 3-2.11(b)(6), INDUSTRIAL AND RELATED; SUBSECTION 3-2.11(c) CONDITIONAL USES; SUBSECTION 3-2.11(d)(8), SITE AND BUILDING REQUIREMENTS, OTHER REQUIREMENTS; CREATING SUBSECTION 3-2.11(g), PERFORMANCE STANDARDS FOR CERTAIN PARCELS; TO ADDRESS INDUSTRIAL USES WHICH ARE ZONED HC/LI AND LOCATED WITHIN THE MIXED-USE SUBURBAN (MU-S) FUTURE LAND USE CATEGORY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS,** the Legislature of the State of Florida has, in Chapter 163, Florida Statutes, directed local governments to each adopt a comprehensive plan that provides the principles, guidelines, standards, and strategies for orderly and balanced future development within their jurisdictions, that includes a future land use element designating the future general distribution, location, and extent of the uses of land, and that provides meaningful guidelines for the content of more detailed land development and use regulations; and

**WHEREAS,** the Escambia County Board of County Commissioners has, within the future land use element of the adopted Escambia County Comprehensive Plan, established future land use categories and related policies to form future land use patterns that encourage compact and mixed-use urban development, support transit, provide a clear separation between urban, suburban, and rural areas, and provide protection for existing agricultural areas; and

**WHEREAS,** the Board has, within the regulations of the county's Land Development Code, established one or more zoning districts containing specific and detailed provisions necessary to implement the established purpose and the general distribution, location, and extent of uses of each future land use category within the Comprehensive Plan; and

**WHEREAS,** the Board finds that the consolidation of zoning districts included in the April 16, 2015, adoption of the Land Development Code did not eliminate all occurrences of zoning districts that appear to allow uses, density, or other intensities of use not authorized by the prevailing purposes and associated provisions of applicable future land use categories; and

**WHEREAS,** the Board finds that there are occurrences of Heavy Commercial and Light Industrial (HC/LI) zoning within the Mixed-Use Suburban (MU-S) future land use category; and

**WHEREAS,** the Board finds that it is in the best interests of the health, safety, and welfare of the public to address inconsistency created by HC/LI zoning within the MU-S future land use category.

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

**Section 2.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 2, Mainland Districts, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

**Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).**

**(a) Purpose.** The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The HC/LI zoning district supports certain commercial development within the MU-S FLU category. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

**(b) Permitted uses.** If a parcel is one acre or greater and is zoned HC/LI within the MU-S FLU category and was not previously zoned general commerce district (C-2), gateway business district (GBD), gateway industrial district (GID), industrial district (ID-1), or industrial district commerce park (ID-CP) as of April 15, 2015, its permitted uses are limited to the permitted uses of the commercial (COM) zoning district as prescribed in the preceding section of this article, except industrial. Therefore, any parcel zoned HC/LI which is greater than one acre and was zoned C-2, GBD, GID, ID-1, or ID-CP as of April 15, 2015 and for any parcel otherwise zoned HC/LI, the permitted uses are limited to the following:

**(1) Residential**. Any residential uses if outside of the Industrial (I) future land use category and part of a predominantly commercial development, excluding new or expanded manufactured (mobile) home parks and subdivisions See also conditional uses in this district.

**(2) Retail sales.** Retail sales, including Low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

**(3) Retail services.**

**a.** Car washes, automatic or manual, full service or self-serve.

**b.** Child care facilities.

**c.** Hotels, motels and all other public lodging, including boarding and rooming houses.

**d.** Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

**e.** Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

**f.** Rental of automobiles, trucks, utility trailers and recreational vehicles.

**g.** Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.

**h.** Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

**i.** Taxi and limousine services.

See also conditional uses in this district.

**(4) Public and civic.**

**a.** Broadcast stations with satellite dishes and antennas, including towers.

**b.** Cemeteries, including family cemeteries.

**c.** Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

**d.** Educational facilities, including preschools, K-12, colleges, and vocational schools.

**e.** Emergency service facilities, including law enforcement, fire fighting, and medical assistance.

**f.** Funeral establishments.

**g.** Homeless shelters.

**h.** Hospitals.

**i.** Offices for government agencies or public utilities.

**j.** Places of worship.

**k.** Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.

See also conditional uses in this district.

**(5) Recreation and entertainment.**

**a.** Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

**b.** Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

**c.** Marinas, private and commercial.

**d.** Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

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**(6) Industrial and related.** ~~Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.~~, not allowed within MU-S.

**a.** Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

**b.** Marinas, industrial, ~~not allowed within MU-S.~~

**c.** Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning, ~~not allowed within MU-S~~.

See also conditional uses in this district.

**(7) Agricultural and related.**

**a.** Food produced primarily for personal consumption by the producer, but no farm animals.

**b.** Nurseries and garden centers, including adjoining outdoor storage or display of plants.

**c.** Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

**(8) Other uses.** Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

**a.** Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.

**b.** Building or construction trades shops and warehouses, including on-site outside storage.

**c.** Bus leasing and rental facilities, not allowed within MU-S.

**d.** Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

**e.** Outdoor adjacent display of plants by garden shops and nurseries.

**f.** Outdoor sales.

**g.** Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.

**h.** Parking garages and lots, commercial, not allowed within MU-S.

**i.** Sales and outdoor display of prefabricated storage sheds.

**j.** Self-storage facilities, including vehicle rental as an accessory use.

**(c) Conditional uses.** Through the conditional use process prescribed in Chapter 2, the BOA, or the BCC as noted, may conditionally allow the following uses within the HC/LI district. However, if within the Mixed-Use Suburban (MU-S) future land use category and previously zoned Gateway Business District (GBD), then no conditional uses are available. If within the MU-S future land use category and not previously zoned GBD, the conditional uses are limited to those of the Commercial (Com) district as prescribed in the preceding section of this article, except industrial:



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**(1) Residential.** Caretaker residences not among the permitted uses of the district and for permitted non-residential uses.

**(2) Retail services.** Restaurants not among the permitted uses of the district.

**(3) Public and civic.** Cinerators.

**(4) Recreation and entertainment.**

**a.** Motorsports facilities on lots 20 acres or larger.

**b.** Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.

**c.** Shooting ranges, outdoor.

**(5) Industrial and related**, not allowed within MU-S.

**a.** Asphalt and concrete batch plants if within the Industrial (I) future land use category and within areas zoned GID prior to adoption of HC/LI zoning.

**b.** Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use regulations in Part III, the Land Development Code, chapter 4.) *Borrow pits are prohibited on land zoned GBD, GID, and WMU prior to the adoption of the HC/LI zoning.

**c.** Salvage yards not otherwise requiring approval as solid waste processing facilities.

**d.** Solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

The conditional use determination for any of these solid waste facilities shall be made by the BCC in lieu of any hearing before the BOA. The applicant shall submit a site boundary survey, development plan, description of anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in Chapter 2:

**1.** Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.

**2.** The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.

**3.** The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.

**4.** The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage.

**(6) Agricultural and related.** Kennels or animal shelters not interior to veterinary clinics.

**(7) Other uses.**



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**a.** Structures of permitted uses exceeding the district structure height limit.

**b.** Heliports.

**(d) Site and building requirements.** The following site and building requirements apply to uses within the HC/LI district:

**(1) Density.** A maximum density of 25 dwelling units per acre. Lodging unit density is not limited by zoning.

**(2) Floor area ratio.** A maximum floor area ratio of 1.0 within the Mixed-Use Suburban (MU-S), Commercial (C), and Industrial (I) future land use categories, and 2.0 within Mixed-Use Urban (MU-U).

**(3) Structure height.** A maximum structure height of 150 feet above highest adjacent grade, except that for any parcel previously zoned GBD and within the MU-S future land use category the mean roof height (average of roof eave and peak heights) of a building shall not exceed 45 feet above average finished grade.

**(4) Lot area.** No minimum lot area unless prescribed by use.

**(5) Lot width.** No minimum lot width required by zoning.

**(6) Lot coverage.** Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum 75 percent of lot area occupied by principal and accessory buildings on lots of non-residential uses.

**(7) Structure setbacks.** For all principal structures, minimum setbacks are:

**a. Front and rear.** Fifteen feet in both front and rear.

**b. Sides.** Ten feet on each side, including any group of attached townhouses. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

**c. Corner lots.** Will have one front setback and one side setback.

**(8) Other requirements.**

**a. Access.** For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.

**b. Parcels within MU-S previously zoned GBD.** The previous GBD zoning district was intended to enhance specific segments of the US 29 and SR 97 corridor as a visually attractive, well planned business community. The GBD district was characterized by community-serving commercial uses located adjacent to or in immediate proximity to the US 29 corridor and in immediate proximity to SR 97. For any parcel previously zoned GBD and within the MU-S future land use category, additional requirements apply as mandated by the GBD performance standards and the site and building requirements in effect as of April 15, 2015, prior to the adoption of the current Land Development Code to ensure compatibility. See Sec. 3-2.11(g).

**c. Planned Business Development only within parcels previously zoned GBD and located within MU-S.** Minimum parcel size two acres.

1. **Definition.** Planned Business Development *(PBD).* An area of a minimum contiguous size to be planned, developed, operated, and maintained as a single entity and containing one or more structures to accommodate retail, service, commercial, or office uses, or a combination of such uses, and appurtenant common areas and accessory uses incidental to the predominant uses.
2. **Intent and purpose of planned developments**.

   The intent of these developments is to assure excellence in site planning and design in order to accomplish the objectives of the district in which the development is being located and to assure that incompatibilities between adjacent uses are adequately addressed. The PBD must be a minimum parcel size of two acres and a maximum of 30,000 square feet.
3. **Processing planned developments.** The department shall forward copies of the preliminary development plan to the members of the development review committee. The development review committee shall consider:
   - **a.** Characteristics of the site and surrounding area, including important natural and manmade features, the size and accessibility of the site, and surrounding land uses.
   - **b.** The nature of the proposed development, including land use types and densities; the approximate total ground coverage of paved areas and structures and types of water and sewer treatment systems.
   - **c.** Conformity of the proposed development with the Comprehensive Plan, this Code and other applicable ordinances of the county.
   - **d.** Other applicable factors and standards prescribed by the Comprehensive Plan and this Code.
   - **e.** The DRC shall review the application and submit its comments and recommendations to the applicant within 10 working days of the receipt of the completed application
   - **f.** The submission requirements for the planned development includes more general criteria at the concept development plan phase, which is optional, and more detailed criteria submitted for review at the preliminary and final development plan phases. An application check list shall be provided by the department.
4. Performance standards apply. See Sec. 3-2.11(g)

~~c.~~ **d. Chapters 4 and 5.** Refer to chapters 4 and 5 for additional development regulation and standards.

**(e) Location criteria.** All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria; except properties that were previously zoned GBD and were exempt from locational criteria:

**(1) Proximity to intersection.** Along an arterial street and within one-quarter mile of its intersection with an arterial street.

**(2) Site design.** Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:

**a.** Not abutting a RR, LDR or MDR zoning district

**b.** Any intrusion into a recorded residential subdivision is limited to a corner lot

**c.** A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.

**d.** Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

**e.** Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

**(3) Documented compatibility.** A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

**a.** The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.

**b.** If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

**(f) Rezoning to HC/LI.**

**(1) Generally.** Heavy Commercial and Light Industrial zoning may be established by rezoning only within the Mixed-Use Urban (MU-U), Commercial (C), or Industrial (I) future land use categories. The district is appropriate to provide transitions between areas zoned or used for commercial and areas zoned or used for industrial. The district is suitable for areas able to receive bulk deliveries by truck in locations served by major transportation networks and able to avoid undesirable effects on nearby property and residential uses. Rezoning to HC/LI is subject to the same location criteria as any non-residential use proposed within the HC/LI district.

(2) **HC/LI-NA designation.** Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

**(g) Performance Standards and Site and Building Requirements for Parcels located in MU-S and previously zoned GBD or for Planned Business Developments within same.**

***(1) Site and building requirements.*** For principal uses, the following shall apply:

a. *Lot area.* There shall be no minimum lot area, except for recreational camping facilities which shall require a minimum lot size of five acres.

b. *Lot coverage.* At least 15 percent of each lot or parcel shall remain pervious (85 percent maximum impervious cover ratio).

c. *Lot width.* There shall be no minimum lot width.

d. *Yard.* There shall be a front and rear yard of at least 15 feet. There shall be a minimum side yard of ten feet on each side. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code or 20 feet, whichever is greater.

e. *Building height.* Mean average roof height shall not exceed 45 feet above average finished grade, except for commercial communication towers which shall not exceed 150 feet in height.

f. *Signs.* No sign shall exceed 35 feet in height. For other sign provisions see Chapter 5, Article 8.

g. *Buffering, screening, and roadway setbacks.*

***(2) Buffering and screening.***

***a.*** When adjacent to single-family or two-family districts or multiple-family and office districts or agricultural districts a buffer is required.

***b.*** The following relationships between land uses require a buffer:

***1.*** Multiple-family, zero lot line or office uses, where they are adjacent to single-family or two-family uses.

**2.** Commercial land uses, where they are adjacent to residential uses.

**c.** *Minimum buffer guidelines.*

***1.*** A buffer is a landscaped strip along parcel boundaries that serves as a buffer between incompatible uses and zoning districts, as an attractive boundary of the parcel or use, or as both a buffer and attractive boundary.

***2.*** The width of the buffer and degree of vegetation required depends on the nature of the adjoining zoning districts and uses.

***3.*** The performance guidelines for buffers are set out in the following provisions which specify the number of plants required per 100 linear feet. To determine the total number of plants required, the length of each side of the property boundary requiring a buffer shall be divided by 100 and multiplied by the number of plants outlined below. Plants may be spread evenly along the length of the buffer, or may be clustered to accomplish the intent of the buffer.

***4.*** Canopy trees are those that reach a mature height of 30 feet or greater.

***5.*** Understory trees are those that reach a mature height of less than 30 feet.

***6.*** Use of existing native vegetation is preferred for buffers.

***7.*** Where any other code provisions are less stringent than these buffer standards, the requirements of this section shall prevail.

***8.*** All new development located within MU-S and formerly zoned GBD shall follow the buffer performance standards as follows:

a. B-1: Ten feet in width, 3 canopy trees, 4 understory trees, and twenty shrubs.

b. B-2: Fifteen feet in width, 2.75 canopy trees, 3.5 understory trees, and eighteen shrubs.

***(3) Roadway setback requirements.***

*a.* A roadway setback is a landscaped strip along the right-of-way line, that serves as an attractive boundary to accomplish the intent of the gateway districts.

*b.* The performance guidelines for roadway setbacks are set out in the above section and specify the number of plants required per 100 linear feet. To determine the total number of plants required, the length of the property boundary requiring the roadway setback shall be divided by 100 and multiplied by the number of plants outlined below. Plants may be spread evenly along the length of the right-of-way line, or may be clustered to attain roadway frontage visibility and access.

*c.* Canopy trees are those that reach a mature height of 30 feet or greater.

*d.* Understory trees are those that reach a mature height of less than 30 feet.

*e.* Any fencing placed on the front perimeter of any parcel in the gateway districts shall be located within the setback area.

*f.* Where any other code provisions are less stringent than these roadway setback standards, the requirements of this section shall prevail.

*g.* The roadway setback performance guidelines shall apply to all new development, with the exception of single-family residential, as follows:

1. Parcels along U.S. Highway 29:
   a. B-1: Ten feet in width, 3 canopy trees, 4 understory trees, and twenty shrubs or
   b. B-2: Fifteen feet in width, 2.75 canopy trees, 3.5 understory trees, and eighteen shrubs or
   c. B-3: Twenty feet in width, 2.5 Canopy trees, 1.5 understory trees, and 16 shrubs.
2. Parcels along State Road 95A:
   a. A-1: 10 feet in width, 2.5 canopy trees, 1.5 understory trees, and 8 shrubs or
   b. A-2: 15 feet in width, 2 canopy trees, 1 understory trees, and 6 shrubs.

***(4) Outside Storage***

a. All business, services, or manufacturing, or processing of materials, goods, or products, shall be conducted within completely enclosed buildings. Storage may be permitted outdoors upon demonstration of need and approval by the Board of Adjustment. Such storage shall be effectively screened by a wall, fence, or planting so that such materials will not be visible from a public way, except in those cases where the BOA determines such screening is unreasonable. Where a lot line within a district abuts the side or rear lot line of any residential lot, screening/buffering is required. Such screening/buffering may be in the form of unimproved property, walls, fences, or landscaping and shall be at least 50% opaque when viewed from any point along said residential lot line. When landscaping is used for screening, the opacity requirements shall be attained within 18 months of the issuance of a certificate of occupancy. The primary purpose of the screening/buffering is to ensure compatibility of adjacent uses.

b. The BOA shall make its determination based on the following criteria:

*1.* The following screening requirements shall apply to all new development in which outside storage is allowed. Further, existing unscreened outside storage shall be made to conform to the requirements of this section as a condition of permit approval for any improvements on site exceeding a value of $2,500.00.

*2.* Where outside storage of materials, equipment and machinery is permitted, all such storage shall comply with the following screening requirements:

*a.* All outdoor storage shall be surrounded by a substantial continuous masonry, wooden or metal fence (not including chainlink fences), or a wall, any of which shall be a minimum of eight feet in height without openings of any type except for one entrance and/or one exit which shall not exceed 25 feet in width.

*b.* Gates at entrance or exit shall be of a material without visual openings.

*c.* The screen shall be constructed of the same type of material throughout.

*d.* Screens shall not be closer to the property line than any roadway setback line as required.

*e.* No screen shall be constructed of metal that will rust.

*f.* Screens shall be maintained in good repair at all times.

*g.* Screening requirements do not apply to vehicles (truck, cars) used in the daily operation of a business, or to automobiles or mobile homes on display for sale.

*h.* Buffer in lieu of screening. Where an outdoor storage area does not abut a public street or highway and cannot be viewed from any public way, a vegetative buffer may be permitted in lieu of screening. A buffer "B-1" as described herein shall be required.

**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:**

DRAFT

ALISON PERDUE ROGERS
County Attorney
Board Certified City, County, and Local Government Law

CHARLES V. PEPPLER
Deputy County Attorney
Board Certified Civil Trial Law

STEPHEN G. WEST
Senior Assistant County Attorney
Board Certified Real Estate Law

KRISTIN D. HUAL
Senior Assistant County Attorney
Board Certified City, County, And Local Government Law

MEREDITH D. CRAWFORD
Assistant County Attorney

BARBARA ELLIS-WIGGINS
Assistant County Attorney

**BOARD OF COUNTY COMMISSIONERS**
ESCAMBIA COUNTY, FLORIDA
OFFICE OF THE COUNTY ATTORNEY

221 PALAFOX PLACE, SUITE 430
PENSACOLA, FLORIDA 32502

TELEPHONE: (850) 595-4970
TELEFAX: (850) 595-4979

March 7, 2018

Florida Department of Economic Opportunity
Attn: Mr. Jon F. Morris, Assistant General Counsel
Caldwell Building
107 E. Madison Street
Tallahassee, Florida 32399

Re: Rogers v. Escambia County, Florida
Administrative Challenge to Ordinance No. 2017-65

Dear Mr. Morris:

Please accept this letter and the enclosed attachments as Escambia County's response to a question raised during the proceeding on March 2, 2018. Ms. Spiers asked whether the number of parcels within the County which are zoned Heavy Commercial/Light Industrial (HC/LI) and located within the Mixed-Use Suburban (MU-S) Future Land Use (FLU) are such that they change the nature of the MU-S FLU from a primarily residential district to a primarily non-residential district. The County maintains it does not and responds with specificity as follows:

I. In 2015 Escambia County adopted a new Land Development Code (LDC) which repealed and replaced the entire code and rezoned the County. Through this action, all zoning districts were consolidated and the number of districts were reduced from 35 zoning categories to 14 categories. HC/LI zoning did not exist prior to 2015.

II. Before the 2015 rezoning and in a separate action, the County also consolidated its FLU categories. There were previously 33 FLU categories which were reduced to 9 categories for the Mainland Districts.

III. The newly consolidated zoning districts were applied to the existing FLU categories.

IV. The determination as to both the nature of the zoning consolidation and as to which new zoning district would be applied to each parcel and the corresponding FLU was based on the prior zoning, the existing uses, and the surrounding areas.

V. HC/LI parcels were placed within the Mixed-Use Suburban (MU-S), Mixed Use Urban (MU-U), Commercial (COM), and Industrial (IND) categories. These categories increase in intensity in the following order: MU-S, MU-U, COM, and IND.

VI. There are 7,238 HC/LI parcels located within the County. There are 720 parcels within the MU-S FLU category that are zoned HC/LI. A map showing the current zoning in all MU-S FLU categories is attached as **Exhibit A**[1].

VII. There are 49,887 parcels within the MU-S FLU within the County. Of the 49,887 parcels located within MU-S FLU, only 720 parcels are zoned HC/LI. This number comprises 1.91% of the overall total MU-S parcels. A map showing all HC/LI zoning in the MU-S FLU category is attached as **Exhibit B.**

VIII. There are 56,615.6 acres within the MU-S FLU. Of the 56,615.6 acres located within the MU-S FLU, 1087.5 acres are zoned HC/LI. This number comprises 1.92% of the overall MU-S acreage.

IX. The following is a breakdown of the zoning and acreage of all parcels within the MU-S FLU:

| ZONING | Parcel Count | Percent of Total Parcels | Acreage | Percent of Total Acreage |
|---|---|---|---|---|
| Com | 2,084 | 4.18% | 2000.8 | 3.53% |
| Con | 60 | 0.12% | 1160.2 | 2.05% |
| HC/LI | 718 | 1.44% | 1079.3 | 1.91% |
| HC/LI-NA | 2 | 0.00% | 8.2 | 0.01% |
| HDMU | 2,877 | 5.77% | 2521.3 | 4.45% |
| HDR | 1,531 | 3.07% | 893.4 | 1.58% |
| Ind | 4 | 0.01% | 47.4 | 0.08% |
| LDMU | 1,009 | 2.02% | 1331.3 | 2.35% |
| LDR | 22,966 | 46.04% | 36383.4 | 64.26% |
| MDR | 18,553 | 37.19% | 10164.3 | 17.95% |
| NONE | 5 | 0.01% | 32.6 | 0.06% |
| Pub | 57 | 0.11% | 682.9 | 1.21% |
| Rec | 10 | 0.02% | 288.7 | 0.51% |
| RMU | 11 | 0.02% | 21.8 | 0.04% |
| Totals | 49887 | 100.00% | 56615.6 | 100.00% |

X. Low Density Residential (LDR), Medium Density Residential (MDR), and High Density Residential (HDR) are the primary residential zoning districts within the County. Low

1 The maps are being sent via email and in hardcopy through the U.S. Mail. The hardcopies are difficult to read due to the scale required to accommodate placement of the map on a single sheet of paper. The electronic maps sent via .pdf are such that the reader may enlarge the map to view in detail.

Density Mixed Use (LDMU) and High Density Mixed Use (HDMU) are additional zoning categories which are residential in nature.

XI. The following is a comparison between parcels zoned LDR, MDR, and HDR and additionally between parcels zoned LDR, MDR, HDR, LDMU, and HDMU located within the MU-S FLU as compared to those zoned HC/LI:

A. Using parcel counts:
   1. There are 720 total HC/LI parcels within MU-S compared to 43,050 total parcels which are zoned LDR, MDR, and HDR. This ratio is 1: 59.8
   2. There are 720 total HC/LI parcels within MU-S compared to 46,936 total parcels which are LDR, MDR, HDR, LDMU, and HDMU. This ratio is 1: 65.2

B. Using parcel acreage:
   1. A total of 1,087.5 acres are zoned HC/LI within MU-S compared to 47,441.1 acres for parcels zoned LDR, MDR, and HDR. This ratio is 1: 43.6
   2. A total of 1,087.5 acres are zoned HC/LI within MU-S compared to 51,293.7 acres for parcels zoned for LDR, MDR, HDR, LDMU, and HDMU. This ratio is 1: 47.2

XII. Of the 720 HC/LI parcels within the MU-S FLU category, the following is a breakdown by parcel size:

A. 480 total parcels are less than one-half (0.5) of an acre.
B. 75 total parcels are between one-half (0.5) and one (1) acre. A total of 555 parcels are less than one (1) acre.
C. 68 total parcels are between one (1) and two (2) acres. A total of 623 parcels are less than two (2) acres.
D. 61 total parcels are between two (2) and five (5) acres. A total of 684 parcels are less than five (5) acres.
E. 18 total parcels are between five (5) and 10 acres. A total of 702 parcels are less than 10 acres.
F. 12 total parcels are between 10 and 20 acres. A total of 714 parcels are less than 20 acres.
G. There are six (6) parcels which are greater than 20 acres.

A spreadsheet containing the acreage and location of all parcels zoned HC/LI within the MU-S FLU is attached as **Exhibit C.**

XIII. The size and nature of the parcels additionally serve to constrain future development. Regulations and standards governing stormwater management, noise, transportation, access, buffering, parking, setbacks, square footage and wetland impacts, along with other criteria, are addressed through the County's Development Review Committee (DRC) prior to approval of any new development.

XIV. The majority of the HC/LI properties within the MU-S FLU within the County are located along major transportation corridors. The map attached as **Exhibit B** identifies the principal arterial, minor arterial, collector, and local roadways and their relation to HC/LI zoning within MU-S. HC/LI zoning along a major transportation corridor within MU-S does not change the nature of the MU-S FLU category from a residential to a non-residential category. Sound planning principles support such uses along transportation corridors.

XV. The amendments contained in Ordinance 2017-65 serve to remove industrial uses from parcels zoned HC/LI within the MU-S FLU.

In sum, the number and location of parcels zoned HC/LI within the MU-S category do not change the primarily residential nature of the MU-S category. Neither does Ordinance 2017-65.

Ordinance 2017-65 specifically limits certain parcels zoned HC/LI within MU-S to only those uses allowed within the Commercial (COM) zoning district, a less intense zoning district which is compatible with MU-S. Ordinance 2017-65 further prohibits heavy industrial uses from all other HC/LI parcels located within the MU-S category which are not otherwise limited to the commercial uses. This ordinance serves to eliminate any inconsistency which may have been caused by the 2015 county-wide rezoning. Regardless of whether other avenues exist to address the zoning or FLU of each parcel on an individual basis, such avenues do not preclude the County from addressing the question as a whole. Similarly, any opinion or discussion by a planner, applicant, or interested citizen(s) during the dozen public hearings held on Ordinance 2017-65 does not invalidate the lawful action of the Board of County Commissioners simply because the Board ultimately agreed or disagreed with the individual. The Petitioner's dislike for the County direction that no property owner should lose any development rights is again not a basis for determination that the County's act through this Ordinance was unlawful. And finally, the Petitioner's argument that the County should have assigned a FLU of either MU-U, COM, or IND, all of which are more intense and would allow heavier industrial uses, is contrary to the Petitioner's stated goal.

The County requests that DEO issue a determination of consistency and deny the Petitioner's challenge. Should you require any additional information, please do not hesitate to write. Thank you for allowing the County to submit its response.

Respectfully,

Meredith D. Crawford, Esquire
Assistant County Attorney

Enclosures
Cc: Jacqueline Rogers, Petitioner
1420 Ridge Way
Cantonment, Florida 32533
Jar5@georgetown.edu
Jaquelinearogers13@gmaill.com

# EXHIBIT A

Santa Rosa County
Florida

Alabama

## Current Zoning
## in MU-S Future Land Use 2030

**Legend**

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- City of Pensacola
- Escambia County Florida
- Alabama
- Santa Rosa County
- Water

**Current Zoning in MU-S FLU**

- Agr
- RR
- LDR
- MDR
- HDR
- RMU
- LDMU
- HDMU
- Com
- HC/LI
- HC/LI-NA
- Ind
- Con
- Pub
- Rec
- NONE

Pensacola Bay

Perdido Bay

Gulf of Mexico

1 0.5 0 1 Miles

"This map was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted hereon. It is not intended to be used as a survey product. It is not to be used 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."

Map created 3/5/2018

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# EXHIBIT B

Santa Rosa County
Florida

**Legend**

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- City of Pensacola
- Escambia County Florida
- Alabama
- Santa Rosa County
- Water
- HC/LI
- HC/LI-NA

Alabama

## HC/LI Zoning
## in MU-S Future Land Use 2030

Perdido Bay

Pensacola Bay

Gulf of Mexico

1 0.5 0 1 Miles

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Map created 3/5/2018

Document Path: Q:\EAR_Zoning\LDC_Zoning_Rehash\HC\LI_MU\SUB_analysis2\MUS_Current_Zonings_just_HC\LI.mxd

EXHIBIT C

| # | Current Zoning | Old Zoning | FLU 2030 | REFERENCE | OWNER | SITEADDR | CITY | ZIP | DISTRICT | Area SQFT | Acreage |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | HC/LI | C-2 | MU-S | 252S311103004200 | MILLVIEW ESTATES HOMEOWNERS ASSOCIATION INC | RIPSAW LN | PENSACOLA | 32506 | 1 | 108 | 0.00 |
| 2 | HC/LI | SDD | MU-S | 242S312100007002 | SCHAUB RUSSELL W | 10681 WILLOW LAKE DR | PENSACOLA | 32506 | 1 | 237 | 0.01 |
| 3 | HC/LI | C-2 | MU-S | 152S311100006001 | HABBEN DAVID A & | 1923 CROWN POINTE BLVD | PENSACOLA | 32506 | 1 | 271 | 0.01 |
| 4 | HC/LI | R-5 | MU-S | 123S322000004005 | FOWLER CHERRY F | 5545 CAMBRIA DR | PENSACOLA | 32507 | 2 | 453 | 0.01 |
| 5 | HC/LI | SDD | MU-S | 252S311103070002 | WHITE THOMAS WAYNE JR | 712 BUCKSAW DR | PENSACOLA | 32506 | 1 | 500 | 0.01 |
| 6 | HC/LI | GBD | MU-S | 021N312302000000 | ADKISSON MICHAEL & | 1455 HIGHWAY 95-A NORTH | CANTONMENT | 32533 | 5 | 573 | 0.01 |
| 7 | HC/LI | R-5 | MU-S | 123S322000040009 | ALLBRITTON DONNA W TRUSTEE | 5400 BLK MEDINA RD | PENSACOLA | 32507 | 2 | 642 | 0.01 |
| 8 | HC/LI | GID | MU-S | 211N304400000220 | EMERALD COAST UTILITIES AUTHORITY | 3100 BLK HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 685 | 0.02 |
| 9 | HC/LI | C-2 | MU-S | 123S322000026005 | SPARKMAN BETTY J EST OF | 5300 BLK MCGRITS BLVD | PENSACOLA | 32507 | 2 | 833 | 0.02 |
| 10 | HC/LI | C-2 | MU-S | 123S322000004007 | COSTA MARCOS A | 5497 MEDINA RD | PENSACOLA | 32507 | 2 | 836 | 0.02 |
| 11 | HC/LI | C-2 | MU-S | 152S311100004002 | WISE KURT | 1912 CROWN POINTE BLVD | PENSACOLA | 32506 | 1 | 900 | 0.02 |
| 12 | HC/LI | C-2 | MU-S | 352S301000006001 | CALISCH HARRY F | 5401 W FAIRFIELD DR | PENSACOLA | 32506 | 2 | 934 | 0.02 |
| 13 | HC/LI | C-2 | MU-S | 242S311101003003 | BRIDGES TERRELL D JR | 9725 HIGHWAY 98 W 14 | PENSACOLA | 32506 | 1 | 1050 | 0.02 |
| 14 | HC/LI | C-2 | MU-S | 242S311101007002 | COLLINGS BARRY S | 9725 HIGHWAY 98 W 7 | PENSACOLA | 32506 | 1 | 1050 | 0.02 |
| 15 | HC/LI | C-2 | MU-S | 242S311101002003 | PETERSON GREGORY D | 9725 HIGHWAY 98 W 15 | PENSACOLA | 32506 | 1 | 1050 | 0.02 |
| 16 | HC/LI | C-2 | MU-S | 242S311101003002 | DYKSTRA JEFFERY P & SARA P | 9725 HIGHWAY 98 W 3 | PENSACOLA | 32506 | 1 | 1050 | 0.02 |
| 17 | HC/LI | C-2 | MU-S | 242S311101007003 | BRIDGES TERRELL D JR | 9725 HIGHWAY 98 W 10 | PENSACOLA | 32506 | 1 | 1050 | 0.02 |
| 18 | HC/LI | C-2 | MU-S | 242S311101002002 | 600 NORTH FAIRFIELD LLC | 9725 HIGHWAY 98 W 2 | PENSACOLA | 32506 | 1 | 1050 | 0.02 |
| 19 | HC/LI | C-2 | MU-S | 242S311101006002 | JOHNSON SHONDALAY L | 9725 HIGHWAY 98 W 6 | PENSACOLA | 32506 | 1 | 1050 | 0.02 |
| 20 | HC/LI | C-2 | MU-S | 242S311101006003 | SMK INVESTMENT PROPERTIES INC | 9721 HIGHWAY 98 11 | PENSACOLA | 32506 | 1 | 1050 | 0.02 |
| 21 | HC/LI | GBD | MU-S | 211N301302000001 | T L C PROPERTIES INC | 3000 BLK HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 1082 | 0.02 |
| 22 | HC/LI | R-5 | MU-S | 123S322000003003 | HAYNIE TED B | 5400 BLK MCGRITS BLVD | PENSACOLA | 32507 | 2 | 1161 | 0.03 |
| 23 | HC/LI | C-2 | MU-S | 242S312100010001 | HILL MARK A & MICHELE C | 10700 WILLOW LAKE DR | PENSACOLA | 32506 | 1 | 1176 | 0.03 |
| 24 | HC/LI | ID-CP | MU-S | 332N311300003100 | EMERALD COAST UTILITIES AUTHORITY | 1510 POWER BLVD | CANTONMENT | 32533 | 5 | 1278 | 0.03 |
| 25 | HC/LI | ID-1 | MU-S | 111N312304000001 | MCCURDY WILLIAM E & BETTY L | 29-N & MORRIS AVE | CANTONMENT | 32533 | 5 | 1281 | 0.03 |
| 26 | HC/LI | C-2 | MU-S | 242S311101005002 | 600 NORTH FAIRFIELD LLC | 9725 HIGHWAY 98 W 5 | PENSACOLA | 32506 | 1 | 1300 | 0.03 |
| 27 | HC/LI | C-2 | MU-S | 242S311101004003 | WILEY EUGENIA V | 9725 W HIGHWAY 98 #13 | PENSACOLA | 32506 | 1 | 1300 | 0.03 |
| 28 | HC/LI | C-2 | MU-S | 242S311101004002 | MILSTEAD ERIC | 9725 HIGHWAY 98 W 4 | PENSACOLA | 32506 | 1 | 1300 | 0.03 |
| 29 | HC/LI | C-2 | MU-S | 242S311101000003 | BRIDGES TERRELL D JR | 9725 HIGHWAY 98 W 12 | PENSACOLA | 32506 | 1 | 1300 | 0.03 |
| 30 | HC/LI | ID-1 | MU-S | 241N302500009003 | HOSSINK KAREN L | 1429 GREYSTONE DR | PENSACOLA | 32514 | 5 | 1334 | 0.03 |
| 31 | HC/LI | C-2 | MU-S | 123S322000025005 | FOX JAMES J | 5384 MCGRITS BLVD | PENSACOLA | 32507 | 2 | 1357 | 0.03 |
| 32 | HC/LI | ID-CP | MU-S | 071S311101000003 | JUNIOR FOOD STORES OF WEST FLORIDA INC | 5901 W NINE MILE RD | PENSACOLA | 32526 | 1 | 1371 | 0.03 |
| 33 | HC/LI | R-5 | MU-S | 123S322000003017 | BEUMER THEODORE H & | 5425 ARROWHEAD RD | PENSACOLA | 32507 | 2 | 1424 | 0.03 |
| 34 | HC/LI | GBD | MU-S | 131N303003000001 | TOWERCOM GULF COAST LLC | CHEMSTRAND & HWY 95 A | CANTONMENT | 32533 | 5 | 1518 | 0.03 |
| 35 | HC/LI | C-2 | MU-S | 242S311101001003 | POPPELL RICHARD DAVID | 9725 HIGHWAY 98 16 | PENSACOLA | 32506 | 1 | 1550 | 0.04 |
| 36 | HC/LI | C-2 | MU-S | 242S311101001002 | THOMPSON HARRY W III & | 9725 HIGHWAY 98 W 1 | PENSACOLA | 32506 | 1 | 1550 | 0.04 |
| 37 | HC/LI | C-2 | MU-S | 242S311101008002 | LANDAS BOYD & | 9725 HIGHWAY 98 W 8 | PENSACOLA | 32506 | 1 | 1550 | 0.04 |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| 38 | HC/LI | C-2 | MU-S | 242S311101008003 | SMK INVESTMENT PORPERTIES LLC | 9725 HIGHWAY 98 WEST 9 | PENSACOLA | 32506 | 1 | 1550 | 0.04 |
| 39 | HC/LI | C-2 | MU-S | 123S322000004015 | NICHOLSON ANN M | 5300 BLK YELLOW BLUFF RD | PENSACOLA | 32507 | 2 | 2018 | 0.05 |
| 40 | HC/LI | C-2 | MU-S | 123S322000004009 | CARPENTER MARSHALL O JR | 5479 CHATHAM AVE C,D | PENSACOLA | 32507 | 2 | 2101 | 0.05 |
| 41 | HC/LI | C-2 | MU-S | 252S311400103008 | MILLVIEW ESTATES PHASE THREE HOMEOWNERS | | PENSACOLA | 32506 | 1 | 2138 | 0.05 |
| 42 | HC/LI | C-2 | MU-S | 281S311000002002 | ASHTON LLP | | PENSACOLA | 32526 | 1 | 2259 | 0.05 |
| 43 | HC/LI | C-2 | MU-S | 252S312400040001 | RICH GERALD E JR & CARLA L | 618 WILD HERON WAY | PENSACOLA | 32506 | 1 | 2287 | 0.05 |
| 44 | HC/LI | GBD | MU-S | 111N312305005001 | WAC INVESTMENTS LLC | 100 BLK WOODLAND ST | CANTONMENT | 32533 | 5 | 2350 | 0.05 |
| 45 | HC/LI | C-2 | MU-S | 123S322000048019 | POWELL ALTON L | 5424 ARROWHEAD RD | PENSACOLA | 32507 | 2 | 2364 | 0.05 |
| 46 | HC/LI | GBD | MU-S | 111N314000003004 | SPECIAL ASSETS COMPANY LLC | 286 MUSCOGEE RD | CANTONMENT | 32533 | 5 | 2424 | 0.06 |
| 47 | HC/LI | C-2 | MU-S | 123S322000004023 | LIBERTY OAKS PROPERTIES LLC | 5323 CARTIER DR | PENSACOLA | 32507 | 2 | 2584 | 0.06 |
| 48 | HC/LI | C-1 | MU-S | 122S313102000001 | CARLSON SHANDA G | 1804 N BLUE ANGEL PKWY | PENSACOLA | 32506 | 1 | 2750 | 0.06 |
| 49 | HC/LI | C-2 | MU-S | 123S322000041007 | LEVIN ERIC | 5544 CAMBRIA | PENSACOLA | 32507 | 2 | 3362 | 0.08 |
| 50 | HC/LI | GBD | MU-S | 111N314000001004 | SMITH KEITH CONSTRUCTION LLC | 284 MUSCOGEE RD | CANTONMENT | 32533 | 5 | 3502 | 0.08 |
| 51 | HC/LI | C-2 | MU-S | 242S312100008002 | GARNHAM IAN R & MARY L | 10671 WILLOW LAKE DR | PENSACOLA | 32506 | 1 | 3597 | 0.08 |
| 52 | HC/LI | GID | MU-S | 211N304400000210 | GATEWAY BUSINESS PARK OWNERS | 3000 BLK HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 3994 | 0.09 |
| 53 | HC/LI | C-2 | MU-S | 152S311100005001 | SYMANEK ROBERT C | 1919 CROWN POINTE BLVD | PENSACOLA | 32506 | 1 | 4034 | 0.09 |
| 54 | HC/LI | C-2 | MU-S | 252S312400210002 | AMERICAN FIDELITY LIFE INSURANCE COMPANY | 625 WILD HERON WAY | PENSACOLA | 32506 | 1 | 4226 | 0.10 |
| 55 | HC/LI | C-2 | MU-S | 252S312500001001 | EVANS CURTIS | 11245 LILLIAN HWY BEHIND | PENSACOLA | 32506 | 1 | 4267 | 0.10 |
| 56 | HC/LI | C-2 | MU-S | 123S322000004005 | FOWLER CHERRY F | 5545 CAMBRIA DR | PENSACOLA | 32507 | 2 | 4500 | 0.10 |
| 57 | HC/LI | GBD | MU-S | 111N314000001006 | INTERNATIONAL PAPER COMPANY | 320 MUSCOGEE RD | CANTONMENT | 32533 | 5 | 4508 | 0.10 |
| 58 | HC/LI | GBD | MU-S | 111N314000002006 | INTERNATIONAL PAPER COMPANY | 318 MUSCOGEE RD | CANTONMENT | 32533 | 5 | 4508 | 0.10 |
| 59 | HC/LI | GBD | MU-S | 111N312304000002 | HARRIS ELIZABETH ANN MARTINEZ TRUSTEE FOR HARRIS | 98 MORRIS AVE | CANTONMENT | 32533 | 5 | 4519 | 0.10 |
| 60 | HC/LI | C-2 | MU-S | 123S322000044023 | TRIPLETT GREGORY | 5300 BLK PLATEAU RD | PENSACOLA | 32507 | 2 | 4657 | 0.11 |
| 61 | HC/LI | GBD | MU-S | 111N314000004004 | SPECIAL ASSETS COMPANY LLC | 290 MUSCOGEE RD | CANTONMENT | 32533 | 5 | 4661 | 0.11 |
| 62 | HC/LI | GBD | MU-S | 031N314103000000 | WHITE SHEILA D | 1000 BLK HIGHWAY 29 | CANTONMENT | 32533 | 5 | 4703 | 0.11 |
| 63 | HC/LI | C-2 | MU-S | 281S311000001002 | INTERNATIONAL PAPER COMPANY | 6900 BLK KLONDIKE RD | | 32509 | 1 | 4751 | 0.11 |
| 64 | HC/LI | C-2 | MU-S | 262S310950010001 | PORCHE BETH M | 1307 TREASURE CT | PENSACOLA | 32506 | 1 | 4939 | 0.11 |
| 65 | HC/LI | C-2 | MU-S | 123S322000003007 | HILL MICHAEL L | 5499 MEDINA RD | PENSACOLA | 32507 | 2 | 4954 | 0.11 |
| 66 | HC/LI | C-2 | MU-S | 123S322000004019 | BEUMER THEODORE H | 5425 VIKING RD | PENSACOLA | 32507 | 2 | 4987 | 0.11 |
| 67 | HC/LI | ID-CP | MU-S | 071S311101000002 | ANIMAL HOSPITAL OF BEULAH LLC | 5981 W NINE MILE RD | PENSACOLA | 32526 | 1 | 5037 | 0.12 |
| 68 | HC/LI | C-2 | MU-S | 123S322000043007 | ESCAMBIA COUNTY | | PENSACOLA | 32507 | 2 | 5045 | 0.12 |
| 69 | HC/LI | ID-1 | MU-S | 241N302500010003 | PIERCE CHESTER J | 1433 GREYSTONE DR | PENSACOLA | 32514 | 5 | 5089 | 0.12 |
| 70 | HC/LI | C-2 | MU-S | 262S310950009010 | BASS BRIAN P & TAMMY L | 890 STERLING WAY | PENSACOLA | 32506 | 1 | 5105 | 0.12 |
| 71 | HC/LI | C-2 | MU-S | 252S312400435004 | AMERICAN FIDELITY LIFE INSURANCE COMPANY | WILD HERON WAY | PENSACOLA | 32506 | 1 | 5130 | 0.12 |
| 72 | HC/LI | GBD | MU-S | 111N314000005005 | DANIEL FAMILY PROPERTY | 310 MUSCOGEE RD | CANTONMENT | 32533 | 5 | 5168 | 0.12 |
| 73 | HC/LI | C-2 | MU-S | 252S311400104008 | MILLVIEW ESTATES PHASE THREE HOMEOWNERS | | PENSACOLA | 32506 | 1 | 5359 | 0.12 |
| 74 | HC/LI | C-2 | MU-S | 262S310950018010 | HARRIS WILLIAM F & | 864 STERLING WAY | PENSACOLA | 32506 | 1 | 5466 | 0.13 |
| 75 | HC/LI | GBD | MU-S | 111N314000004005 | HOSKINS WILLIAM E & | 294 MUSCOGEE RD | CANTONMENT | 32533 | 5 | 5546 | 0.13 |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| 76 | HC/LI | C-2 | MU-S | 252S311103010003 | SURRATT THOMAS JR | 719 BUCKSAW DR | PENSACOLA | 32506 | 1 | 5571 | 0.13 |
| 77 | HC/LI | C-2 | MU-S | 262S310950016010 | MILLER MATTHEW A | 872 STERLING WAY | PENSACOLA | 32506 | 1 | 5589 | 0.13 |
| 78 | HC/LI | C-2 | MU-S | 262S310950006001 | WRIGHT MELISSA L | 1210 PAPER MUSCHA WAY | PENSACOLA | 32506 | 1 | 5591 | 0.13 |
| 79 | HC/LI | C-2 | MU-S | 262S310950015010 | ADAMS KIMBERLY D | 878 STERLING WAY | PENSACOLA | 32506 | 1 | 5595 | 0.13 |
| 80 | HC/LI | C-2 | MU-S | 262S310950014010 | BRADLEY RICK J & | 880 STERLING WAY | PENSACOLA | 32506 | 1 | 5599 | 0.13 |
| 81 | HC/LI | C-2 | MU-S | 262S310950013010 | KEMP BILLY | 882 STERLING WAY | PENSACOLA | 32506 | 1 | 5605 | 0.13 |
| 82 | HC/LI | C-2 | MU-S | 262S310950006003 | MAGPOC ALEXANDER | 1121 CALINDA DR | PENSACOLA | 32506 | 1 | 5644 | 0.13 |
| 83 | HC/LI | C-2 | MU-S | 252S312500000003 | AMERICAN FIDELITY LIFE INSURANCE COMPANY | 11235 LILLIAN HWY | PENSACOLA | 32506 | 1 | 5695 | 0.13 |
| 84 | HC/LI | C-2 | MU-S | 262S310950017010 | HOARD KATIE | 868 STERLING WAY | PENSACOLA | 32506 | 1 | 5699 | 0.13 |
| 85 | HC/LI | C-2 | MU-S | 252S312400280003 | AMERICAN FIDELITY LIFE INSURANCE COMPANY | 706 UPPER HERON WAY | PENSACOLA | 32506 | 1 | 5707 | 0.13 |
| 86 | HC/LI | C-2 | MU-S | 262S310950004003 | SCHULTZ ALBERT M III | 891 STERLING WAY | PENSACOLA | 32506 | 1 | 5715 | 0.13 |
| 87 | HC/LI | ID-1 | MU-S | 241N302500011003 | MCFERON BUDWIN G III & | 1435 GREYSTONE DR | PENSACOLA | 32514 | 5 | 5716 | 0.13 |
| 88 | HC/LI | C-2 | MU-S | 262S310950007010 | BEVILLE FRANCES L JR | 894 STERLING WAY | PENSACOLA | 32506 | 1 | 5721 | 0.13 |
| 89 | HC/LI | C-2 | MU-S | 262S310950008010 | PAOLINI ROBERT & DYANN | 892 STERLING WAY | PENSACOLA | 32506 | 1 | 5725 | 0.13 |
| 90 | HC/LI | ID-1 | MU-S | 241N302500011002 | DAVENPORT SAM I | 1269 GREYSTONE LN | PENSACOLA | 32514 | 5 | 5738 | 0.13 |
| 91 | HC/LI | ID-1 | MU-S | 241N302500015003 | TUTTLE CYNTHIA C | 1445 GREYSTONE DR | PENSACOLA | 32514 | 5 | 5782 | 0.13 |
| 92 | HC/LI | ID-1 | MU-S | 241N302500016003 | MULLENIX JOEL H & | 1449 GREYSTONE DR | PENSACOLA | 32514 | 5 | 5783 | 0.13 |
| 93 | HC/LI | ID-1 | MU-S | 241N302500017003 | LEVITAN JANE E LIFE EST | 1453 GREYSTONE DR | PENSACOLA | 32514 | 5 | 5786 | 0.13 |
| 94 | HC/LI | ID-1 | MU-S | 241N302500018003 | STUCKEY LESIA M | 1457 GREYSTONE DR | PENSACOLA | 32514 | 5 | 5798 | 0.13 |
| 95 | HC/LI | ID-1 | MU-S | 241N302500020003 | GUARINO FRED L | 1465 GREYSTONE DR | PENSACOLA | 32514 | 5 | 5809 | 0.13 |
| 96 | HC/LI | ID-1 | MU-S | 241N302500019003 | OBAIDULLAH SABAH U | 1461 GREYSTONE DR | PENSACOLA | 32514 | 5 | 5812 | 0.13 |
| 97 | HC/LI | ID-1 | MU-S | 241N302500014003 | SHEPPARD JANIS L | 1441 GREYSTONE DR | PENSACOLA | 32514 | 5 | 5813 | 0.13 |
| 98 | HC/LI | C-2 | MU-S | 262S310950016001 | MUELLER JEFFREY W | 8088 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 5831 | 0.13 |
| 99 | HC/LI | C-2 | MU-S | 252S311400100008 | ESCAMBIA COUNTY  BOARD OF COUNTY COMMISSIONERS | | PENSACOLA | 32506 | 1 | 5844 | 0.13 |
| 100 | HC/LI | C-2 | MU-S | 252S312400300004 | AMERICAN FIDELITY LIFE INSURANCE COMPANY | 701 UPPER HERON WAY | PENSACOLA | 32506 | 1 | 5845 | 0.13 |
| 101 | HC/LI | C-2 | MU-S | 262S310950019001 | WINDHAM STEVEN M | 8076 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 5878 | 0.13 |
| 102 | HC/LI | C-2 | MU-S | 123S322000051017 | BARROW THOMAS R & MARY W | 5348 YELLOW BLUFF RD | PENSACOLA | 32507 | 2 | 5939 | 0.14 |
| 103 | HC/LI | ID-1 | MU-S | 241N302500010002 | GREENE DONALD L & NGOTHILE | 1436 GREYSTONE DR | PENSACOLA | 32514 | 5 | 6053 | 0.14 |
| 104 | HC/LI | C-2 | MU-S | 262S310950008003 | JACKSON RORY M & | 1113 CALINDA DR | PENSACOLA | 32506 | 1 | 6095 | 0.14 |
| 105 | HC/LI | C-2 | MU-S | 262S310950015001 | FLYNN MATTHEW | 8092 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 6103 | 0.14 |
| 106 | HC/LI | C-2 | MU-S | 262S310950007001 | TJM PROPERTIES LLC | 1200 PAPER MUSCHA WAY | PENSACOLA | 32506 | 1 | 6114 | 0.14 |
| 107 | HC/LI | C-2 | MU-S | 262S310950017001 | ALLEY JOSEPH S & | 8084 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 6149 | 0.14 |
| 108 | HC/LI | C-2 | MU-S | 262S310950018001 | ROY RONALD J & | 8080 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 6165 | 0.14 |
| 109 | HC/LI | ID-1 | MU-S | 241N302500021003 | SCHOLL RICHARD F | 1469 GREYSTONE DR | PENSACOLA | 32514 | 5 | 6174 | 0.14 |
| 110 | HC/LI | C-2 | MU-S | 262S310950002001 | COLLINS RODNEY E & | 860 MIRAMAR DR | PENSACOLA | 32506 | 1 | 6180 | 0.14 |
| 111 | HC/LI | C-2 | MU-S | 262S310950004001 | LYSAGHT JEFFREY S & LACHELLE A | 868 MIRAMAR DR | PENSACOLA | 32506 | 1 | 6180 | 0.14 |
| 112 | HC/LI | C-2 | MU-S | 262S310950003001 | REED JUSTIN A & CHRISTINA | 864 MIRAMAR DR | PENSACOLA | 32506 | 1 | 6180 | 0.14 |
| 113 | HC/LI | C-2 | MU-S | 252S312400030001 | AMERICAN FIDELITY LIFE INSURANCE COMPANY | 612 WILD HERON WAY | PENSACOLA | 32506 | 1 | 6199 | 0.14 |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| 114 | HC/LI | C-2 | MU-S | 242S312100009001 | SMITH SCOTT A & | 10710 WILLOW LAKE DR | PENSACOLA | 32506 | 1 | 6271 | 0.14 |
| 115 | HC/LI | C-2 | MU-S | 262S310950003003 | GRKOVIC GEORGE & MARY | 893 STERLING WAY | PENSACOLA | 32506 | 1 | 6296 | 0.14 |
| 116 | HC/LI | C-2 | MU-S | 262S310950005001 | SIMPKIN KATHERINE M | 872 MIRAMAR DR | PENSACOLA | 32506 | 1 | 6301 | 0.14 |
| 117 | HC/LI | C-2 | MU-S | 262S310950009003 | WOOTTEN WAYNE A JR & | 1109 CALINDA DR | PENSACOLA | 32506 | 1 | 6331 | 0.15 |
| 118 | HC/LI | C-2 | MU-S | 262S310950003011 | PARAD ADRIENNE MAROLD | 1104 CALINDA DR | PENSACOLA | 32506 | 1 | 6332 | 0.15 |
| 119 | HC/LI | C-2 | MU-S | 262S310950009001 | BOLOGAN VASILE & | 1305 TREASURE CT | PENSACOLA | 32506 | 1 | 6389 | 0.15 |
| 120 | HC/LI | C-2 | MU-S | 262S310950008011 | THRONEBERRY MARTHA C | 1122 CALINDA DR | PENSACOLA | 32506 | 1 | 6400 | 0.15 |
| 121 | HC/LI | C-2 | MU-S | 252S312400290003 | AMERICAN FIDELITY LIFE INSURANCE COMPANY | 700 UPPER HERON WAY | PENSACOLA | 32506 | 1 | 6436 | 0.15 |
| 122 | HC/LI | C-2 | MU-S | 123S322000029003 | JEWELL FIELDING D | 5520 AVON DR | PENSACOLA | 32507 | 2 | 6464 | 0.15 |
| 123 | HC/LI | C-2 | MU-S | 252S312400020001 | AMERICAN FIDELITY LIFE INSURANCE COMPANY | 606 WILD HERON WAY | PENSACOLA | 32506 | 1 | 6472 | 0.15 |
| 124 | HC/LI | C-2 | MU-S | 262S310950002003 | WILLIAMSON JOHN WESLEY | 897 STERLING WAY | PENSACOLA | 32506 | 1 | 6518 | 0.15 |
| 125 | HC/LI | C-2 | MU-S | 262S310950006010 | WOOD OLIVER SHANE | 896 STERLING WAY | PENSACOLA | 32506 | 1 | 6521 | 0.15 |
| 126 | HC/LI | C-2 | MU-S | 262S310950005011 | FAZIO DANIEL | 1110 CALINDA DR | PENSACOLA | 32506 | 1 | 6598 | 0.15 |
| 127 | HC/LI | C-2 | MU-S | 252S312400310004 | AMERICAN FIDELITY LIFE INSURANCE COMPANY | 707 UPPER HERON WAY | PENSACOLA | 32506 | 1 | 6630 | 0.15 |
| 128 | HC/LI | C-2 | MU-S | 262S310950007003 | NEFF MATTHEW & | 1117 CALINDA DR | PENSACOLA | 32506 | 1 | 6663 | 0.15 |
| 129 | HC/LI | C-2 | MU-S | 262S310950014001 | WILLIAMS DARLENE | 8096 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 6666 | 0.15 |
| 130 | HC/LI | C-2 | MU-S | 262S310950007011 | HILL AARON J | 1118 CALINDA DR | PENSACOLA | 32506 | 1 | 6709 | 0.15 |
| 131 | HC/LI | GBD | MU-S | 141N311001005012 | HELMS OLGA ANN | 208 HIGHWAY29 | CANTONMENT | 32533 | 5 | 6746 | 0.15 |
| 132 | HC/LI | C-2 | MU-S | 262S310950012010 | CASTELLANO PAUL SUCCESSOR TRUSTEE FOR CASTELLANO | 884 STERLING WAY | PENSACOLA | 32506 | 1 | 6749 | 0.15 |
| 133 | HC/LI | C-2 | MU-S | 252S312400180002 | AMERICAN FIDELITY LIFE INSURANCE COMPANY | 605 WILD HERON WAY | PENSACOLA | 32506 | 1 | 6766 | 0.16 |
| 134 | HC/LI | ID-1 | MU-S | 241N302500019001 | DE FRUSCIO CHRISTOPHER & | 1466 GREYSTONE LN | PENSACOLA | 32514 | 5 | 6797 | 0.16 |
| 135 | HC/LI | C-2 | MU-S | 252S312400200002 | AMERICAN FIDELITY LIFE INSURANCE COMPANY | 619 WILD HERON WAY | PENSACOLA | 32506 | 1 | 6826 | 0.16 |
| 136 | HC/LI | C-2 | MU-S | 252S312400190002 | AMERICAN FIDELITY LIFE INSURANCE COMPANY | 613 WILD HERON WAY | PENSACOLA | 32506 | 1 | 6827 | 0.16 |
| 137 | HC/LI | C-2 | MU-S | 262S310950005003 | CHUAH BUNNY | 887 STERLING WAY | PENSACOLA | 32506 | 1 | 6862 | 0.16 |
| 138 | HC/LI | C-2 | MU-S | 252S312101002002 | PICHEO ANTHONY V & CAROLYN E | 11080 LILLIAN HWY | PENSACOLA | 32506 | 1 | 6871 | 0.16 |
| 139 | HC/LI | C-2 | MU-S | 262S310950003010 | CASEY WILLIAM E & SAUNDRA W | 886 MIRAMAR DR | PENSACOLA | 32506 | 1 | 6929 | 0.16 |
| 140 | HC/LI | C-2 | MU-S | 252S312400260003 | AMERICAN FIDELITY LIFE INSURANCE COMPANY | 718 UPPER HERON WAY | PENSACOLA | 32506 | 1 | 6951 | 0.16 |
| 141 | HC/LI | C-2 | MU-S | 262S310950013001 | CALLOWAY JONATHAN E | 1304 TREASURE CT | PENSACOLA | 32506 | 1 | 6983 | 0.16 |
| 142 | HC/LI | GBD | MU-S | 211N301202008001 | T L C PROPERTIES INC | 2800 BLK HIGHWAY 95-A SOUTH | CANTONMENT | 32533 | 5 | 6984 | 0.16 |
| 143 | HC/LI | C-2 | MU-S | 262S310950005010 | SWOL CHRISTOPHER D SR & CHRISTINE A | 876 MIRAMAR DR | PENSACOLA | 32506 | 1 | 6989 | 0.16 |
| 144 | HC/LI | C-2 | MU-S | 262S310950002010 | ROMEL JASON P | 892 MIRAMAR DR | PENSACOLA | 32506 | 1 | 6991 | 0.16 |
| 145 | HC/LI | C-2 | MU-S | 262S310950006011 | PACCILLO TARA | 1114 CALINDA DR | PENSACOLA | 32506 | 1 | 7009 | 0.16 |
| 146 | HC/LI | C-2 | MU-S | 262S310950008001 | JASINSKI JOHN M JR | 8100 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 7063 | 0.16 |
| 147 | HC/LI | C-2 | MU-S | 262S310950004011 | HUGHES LOWELL & PEGGY JO | 1106 CALINDA DR | PENSACOLA | 32506 | 1 | 7202 | 0.17 |
| 148 | HC/LI | C-2 | MU-S | 262S310950004010 | 880 MIRAMAR LLC | 880 MIRAMAR DR | PENSACOLA | 32506 | 1 | 7210 | 0.17 |
| 149 | HC/LI | C-2 | MU-S | 252S312400330004 | CRONGEYER NATHAN A | 719 UPPER HERON WAY | PENSACOLA | 32506 | 1 | 7256 | 0.17 |
| 150 | HC/LI | C-2 | MU-S | 252S312400320004 | FAMILY TRUST OF M O CARPENTER INC | 713 UPPER HERON WAY | PENSACOLA | 32506 | 1 | 7269 | 0.17 |
| 151 | HC/LI | C-2 | MU-S | 242S312100000030 | WILLOW LAKE OWNERS ASSOCIATION INC | DOG TRACK RD | PENSACOLA | 32506 | 1 | 7312 | 0.17 |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| 152 | HC/LI | C-2 | MU-S | 262S310950010003 | SOLOMON PAUL W | 1105 CALINDA DR | PENSACOLA | 32506 | 1 | 7315 | 0.17 |
| 153 | HC/LI | GBD | MU-S | 021N312000000004 | JOHNS PAUL R & PATRICIA A DAY | 12 WILLIAMS DITCH RD | CANTONMENT | 32533 | 5 | 7566 | 0.17 |
| 154 | HC/LI | GBD | MU-S | 111N314000003006 | INTERNATIONAL PAPER COMPANY | MUSCOGEE RD | CANTONMENT | 32533 | 5 | 7796 | 0.18 |
| 155 | HC/LI | C-2 | MU-S | 252S312400270003 | BENOIT DAVID J III & | 712 UPPER HERON WAY | PENSACOLA | 32506 | 1 | 7818 | 0.18 |
| 156 | HC/LI | ID-1 | MU-S | 241N302500013003 | AMERSON STEPHEN J & | 1439 GREYSTONE DR | PENSACOLA | 32514 | 5 | 7846 | 0.18 |
| 157 | HC/LI | C-2 | MU-S | 262S310950001010 | CARTER TERRY L | 898 MIRAMAR DR | PENSACOLA | 32506 | 1 | 7885 | 0.18 |
| 158 | HC/LI | C-2 | MU-S | 123S322000035013 | GALLO JOSEPH L | 5440 KEE MEMORIAL DR | PENSACOLA | 32507 | 2 | 7926 | 0.18 |
| 159 | HC/LI | C-2 | MU-S | 242S311101000017 | ZOMERSCHOE MARTIN | 10075 US HWY 98 171 | PENSACOLA | 32506 | 1 | 7983 | 0.18 |
| 160 | HC/LI | C-2 | MU-S | 242S311101000016 | TRAN DAVID L | 10075 US HWY 98 | PENSACOLA | 32506 | 1 | 7999 | 0.18 |
| 161 | HC/LI | C-2 | MU-S | 242S311200000008 | ZOMERSCHOE MARTIN | 10075 US HWY 98 | PENSACOLA | 32506 | 1 | 8000 | 0.18 |
| 162 | HC/LI | C-2 | MU-S | 242S311101000015 | ZOMERSCHOE MARTIN | 10075 US HWY 98 | PENSACOLA | 32506 | 1 | 8000 | 0.18 |
| 163 | HC/LI | C-2 | MU-S | 262S311500005014 | STAFFORD JOHANNA B LIVING TRUST | 7963 AMETHYST DR | PENSACOLA | 32506 | 1 | 8055 | 0.18 |
| 164 | HC/LI | C-2 | MU-S | 252S312400010001 | AMERICAN FIDELITY LIFE INSURANCE COMPANY | 600 WILD HERON WAY | PENSACOLA | 32506 | 1 | 8096 | 0.19 |
| 165 | HC/LI | GBD | MU-S | 141N311001001003 | BOMMARITO MARY A TRUSTEE | HIGHWAY 29 NORTH | CANTONMENT | 32533 | 5 | 8108 | 0.19 |
| 166 | HC/LI | C-2 | MU-S | 262S310950028010 | JENKINS CARY D | 824 STERLING WAY | PENSACOLA | 32506 | 1 | 8187 | 0.19 |
| 167 | HC/LI | C-2 | MU-S | 242S311200000001 | MORGAN & RAPETTI LLC | 10075 US HWY 98 | PENSACOLA | 32506 | 1 | 8234 | 0.19 |
| 168 | HC/LI | GBD | MU-S | 141N311001001012 | GULSBY WILLIAM E SR LIFE EST & | 204 S HIGHWAY 29 | CANTONMENT | 32533 | 5 | 8299 | 0.19 |
| 169 | HC/LI | ID-CP | MU-S | 111N311000004050 | PENSACOLA SKID & PALLET INC | 351 BECKS LAKE RD | CANTONMENT | 32533 | 5 | 8360 | 0.19 |
| 170 | HC/LI | ID-CP | MU-S | 111N311000000046 | SCHWARTZ DAVID L & MELINDA W | BECKS LAKE RD | CANTONMENT | 32533 | 5 | 8360 | 0.19 |
| 171 | HC/LI | GBD | MU-S | 111N312302002001 | JOHNSON HARLAN 1/2 INT & | 736 HIGHWAY 29 NORTH | CANTONMENT | 32533 | 5 | 8475 | 0.19 |
| 172 | HC/LI | C-2 | MU-S | 262S310950001001 | MCLAUGHLIN TIMOTHY B & | 856 MIRAMAR DR | PENSACOLA | 32506 | 1 | 8634 | 0.20 |
| 173 | HC/LI | C-2 | MU-S | 252S312101001002 | WARD JOHN T JR | 11090 LILLIAN HWY | PENSACOLA | 32506 | 1 | 8688 | 0.20 |
| 174 | HC/LI | C-2 | MU-S | 123S322000003017 | BEUMER THEODORE H & | 5425 ARROWHEAD RD | PENSACOLA | 32507 | 2 | 8731 | 0.20 |
| 175 | HC/LI | C-2 | MU-S | 123S322000003003 | HAYNIE TED B | 5400 BLK MCGRITS BLVD | PENSACOLA | 32507 | 2 | 8743 | 0.20 |
| 176 | HC/LI | C-2 | MU-S | 000S009010029147 | VISION CONSTRUCTION ENT INC | 100 BLK W SCOTT ST | PENSACOLA | 32501 | 3 | 8924 | 0.20 |
| 177 | HC/LI | C-2 | MU-S | 262S310950023001 | ********** | ********** * | * | * | 1 | 8970 | 0.21 |
| 178 | HC/LI | C-2 | MU-S | 262S310950011010 | BENNETT CRYSTAL G & | 886 STERLING WAY | PENSACOLA | 32506 | 1 | 9081 | 0.21 |
| 179 | HC/LI | GBD | MU-S | 211N301302000000 | MY FATHER'S VINEYARD | 3000 BLK HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 9101 | 0.21 |
| 180 | HC/LI | C-2 | MU-S | 262S311500002002 | GUILLORY TERRYL & SABRINA | 7994 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 9147 | 0.21 |
| 181 | HC/LI | C-2 | MU-S | 262S310950022001 | MILLER ANDREW J JR | 8062 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 9149 | 0.21 |
| 182 | HC/LI | C-2 | MU-S | 262S310950039010 | DENNISON RICKY A & BRANDY S | 721 JESTER CT | PENSACOLA | 32506 | 1 | 9225 | 0.21 |
| 183 | HC/LI | C-2 | MU-S | 152S311100004001 | STEFFENSEN STEPHAN L II & | 1915 CROWN POINTE BLVD | PENSACOLA | 32506 | 1 | 9273 | 0.21 |
| 184 | HC/LI | C-2 | MU-S | 262S310950024001 | RICHTER TONY W & RHONDA W | 8054 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 9295 | 0.21 |
| 185 | HC/LI | C-2 | MU-S | 123S322000040009 | ALLBRITTON DONNA W TRUSTEE | 5400 BLK MEDINA RD | PENSACOLA | 32507 | 2 | 9318 | 0.21 |
| 186 | HC/LI | C-2 | MU-S | 252S311103060004 | PHAM PAUL & | 10767 CROSSCUT DR | PENSACOLA | 32506 | 1 | 9344 | 0.21 |
| 187 | HC/LI | C-2 | MU-S | 252S312303000002 | BARNES TAYLOR D | 11325 LILLIAN HWY A | PENSACOLA | 32506 | 1 | 9348 | 0.21 |
| 188 | HC/LI | C-2 | MU-S | 262S310950011001 | RICKMAN JAMIE L | 1309 TREASURE CT | PENSACOLA | 32506 | 1 | 9372 | 0.22 |
| 189 | HC/LI | C-2 | MU-S | 262S311500001002 | WILKINSON BRIAN LOUIS | 7998 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 9388 | 0.22 |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| 190 | HC/LI | C-2 | MU-S | 252S311103160004 | TVEDEN ROBERT D & | 10772 CROSSCUT DR | PENSACOLA | 32506 | 1 | 9392 | 0.22 |
| 191 | HC/LI | C-2 | MU-S | 262S310950023010 | COTTEN ALBERT I | 844 STERLING WAY | PENSACOLA | 32506 | 1 | 9393 | 0.22 |
| 192 | HC/LI | C-2 | MU-S | 213S310950017001 | CORREA ROLANDO D & FLORIDA V | 1638 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 9421 | 0.22 |
| 193 | HC/LI | C-2 | MU-S | 213S310950013001 | SMITH TROY B & | 1654 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 9445 | 0.22 |
| 194 | HC/LI | C-2 | MU-S | 213S310950019001 | DUCKER CHRISTOPHER J & | 1630 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 9446 | 0.22 |
| 195 | HC/LI | C-2 | MU-S | 213S310950015001 | QUEYQUEP PHYLLIS R EST OF | 1646 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 9463 | 0.22 |
| 196 | HC/LI | C-2 | MU-S | 213S310950014001 | HELMS ROBERT E JR | 1650 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 9467 | 0.22 |
| 197 | HC/LI | C-2 | MU-S | 252S311103040002 | HAIL TRAVIS S & | 10719 CROSSCUT DR | PENSACOLA | 32506 | 1 | 9471 | 0.22 |
| 198 | HC/LI | C-2 | MU-S | 262S310950019010 | HARTNETT TIMOTHY D | 860 STERLING WAY | PENSACOLA | 32506 | 1 | 9500 | 0.22 |
| 199 | HC/LI | C-2 | MU-S | 262S310950024010 | KIDD ROMANO E | 840 STERLING WAY | PENSACOLA | 32506 | 1 | 9501 | 0.22 |
| 200 | HC/LI | C-2 | MU-S | 213S310950020001 | JONES MARY A | 1626 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 9510 | 0.22 |
| 201 | HC/LI | C-2 | MU-S | 213S310950016001 | FANTANA BRUCE E & DEBORAH K | 1642 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 9520 | 0.22 |
| 202 | HC/LI | C-2 | MU-S | 213S310950018001 | VALLO ROGELIO S JR & MARSHA A | 1634 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 9522 | 0.22 |
| 203 | HC/LI | C-2 | MU-S | 252S311103050001 | MENDENHALL TREVOR | 10730 CROSSCUT DR | PENSACOLA | 32506 | 1 | 9550 | 0.22 |
| 204 | HC/LI | C-2 | MU-S | 262S311500002014 | CAROLINE DONALD R & ANGELIA G | 7951 AMETHYST DR | PENSACOLA | 32506 | 1 | 9557 | 0.22 |
| 205 | HC/LI | C-2 | MU-S | 252S311103030001 | PATEL RASHESH S | 10742 CROSSCUT DR | PENSACOLA | 32506 | 1 | 9559 | 0.22 |
| 206 | HC/LI | C-2 | MU-S | 262S311500022014 | THOMPSON CHRISTOPHER & | 7997 OTIS WAY | PENSACOLA | 32506 | 1 | 9559 | 0.22 |
| 207 | HC/LI | C-2 | MU-S | 252S311103040001 | WALLIS JEFFREY P | 10736 CROSSCUT DR | PENSACOLA | 32506 | 1 | 9565 | 0.22 |
| 208 | HC/LI | C-2 | MU-S | 152S311100003002 | ULRICH ROBERT F & | 1908 CROWN POINTE BLVD | PENSACOLA | 32506 | 1 | 9566 | 0.22 |
| 209 | HC/LI | C-2 | MU-S | 252S311103020001 | HENNIS JOSEPH E | 10748 CROSSCUT DR | PENSACOLA | 32506 | 1 | 9574 | 0.22 |
| 210 | HC/LI | C-2 | MU-S | 262S310950020010 | HAYNIE TED Q | 856 STERLING WAY | PENSACOLA | 32506 | 1 | 9577 | 0.22 |
| 211 | HC/LI | C-2 | MU-S | 262S311500017014 | BAY TO GULF HOLDINGS LLC | 7977 OTIS WAY | PENSACOLA | 32506 | 1 | 9578 | 0.22 |
| 212 | HC/LI | C-2 | MU-S | 252S311103020003 | HOUGHTON ANGELA N | 713 BUCKSAW DR | PENSACOLA | 32506 | 1 | 9579 | 0.22 |
| 213 | HC/LI | C-2 | MU-S | 252S311103170004 | CABRERA FERDINAND B & | 10766 CROSSCUT DR | PENSACOLA | 32506 | 1 | 9580 | 0.22 |
| 214 | HC/LI | C-2 | MU-S | 262S310950011003 | SIDEL PHYLLIS W | 1101 CALINDA DR | PENSACOLA | 32506 | 1 | 9585 | 0.22 |
| 215 | HC/LI | C-2 | MU-S | 252S311103060001 | SMITH JAMES | 10724 CROSSCUT DR | PENSACOLA | 32506 | 1 | 9587 | 0.22 |
| 216 | HC/LI | C-2 | MU-S | 262S311500008013 | CURTIS WILLIAM G JR | 7935 AMETHYST DR | PENSACOLA | 32506 | 1 | 9596 | 0.22 |
| 217 | HC/LI | C-2 | MU-S | 252S311103030003 | VO HIEU NGOC & LOAN THI | 707 BUCKSAW DR | PENSACOLA | 32506 | 1 | 9598 | 0.22 |
| 218 | HC/LI | C-2 | MU-S | 262S310950025010 | SETZER MAIZARLIS | 836 STERLING WAY | PENSACOLA | 32506 | 1 | 9598 | 0.22 |
| 219 | HC/LI | C-2 | MU-S | 252S311103050003 | WOODWARD BRYAN & BRIDGET | 10743 CROSSCUT DR | PENSACOLA | 32506 | 1 | 9599 | 0.22 |
| 220 | HC/LI | C-2 | MU-S | 252S311103060003 | CHOATE RICKY L & TAMI L | 10749 CROSSCUT DR | PENSACOLA | 32506 | 1 | 9600 | 0.22 |
| 221 | HC/LI | C-2 | MU-S | 262S310950022010 | DAVIS REBECCA R | 848 STERLING WAY | PENSACOLA | 32506 | 1 | 9600 | 0.22 |
| 222 | HC/LI | C-2 | MU-S | 262S311500007013 | FITZSIMMONS VAN R | 7925 AMETHYST DR | PENSACOLA | 32506 | 1 | 9605 | 0.22 |
| 223 | HC/LI | C-2 | MU-S | 262S311401000010 | JACKSON GERRY R & WILLIE M | 7941 AMETHYST DR | PENSACOLA | 32506 | 1 | 9672 | 0.22 |
| 224 | HC/LI | C-2 | MU-S | 262S311500009013 | DRAKE KENNETH W & MARLYN | 7937 AMETHYST DR | PENSACOLA | 32506 | 1 | 9682 | 0.22 |
| 225 | HC/LI | C-2 | MU-S | 262S310950021010 | MAYS TONITA E | 852 STERLING WAY | PENSACOLA | 32506 | 1 | 9688 | 0.22 |
| 226 | HC/LI | C-2 | MU-S | 262S311500006013 | SANDONATO GREGG A | 7909 AMETHYST DR | PENSACOLA | 32506 | 1 | 9692 | 0.22 |
| 227 | HC/LI | C-2 | MU-S | 262S311401000000 | CABRALES DANIEL S | 7945 AMETHYST DR | PENSACOLA | 32506 | 1 | 9698 | 0.22 |

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| 228 | HC/LI | C-2 | MU-S | 262S310950026010 | LUCAS CHRISTOPHER J & | 832 STERLING WAY | PENSACOLA | 32506 | 1 | 9714 | 0.22 |
| 229 | HC/LI | C-2 | MU-S | 262S310950027010 | DURAN JOSHUA N | 828 STERLING WAY | PENSACOLA | 32506 | 1 | 9738 | 0.22 |
| 230 | HC/LI | C-2 | MU-S | 252S311103070001 | RAK TIMOTHY M | 10718 CROSSCUT DR | PENSACOLA | 32506 | 1 | 9757 | 0.22 |
| 231 | HC/LI | C-2 | MU-S | 262S311500003014 | THIESS GEORGE J III | 7955 AMETHYST DR | PENSACOLA | 32506 | 1 | 9809 | 0.23 |
| 232 | HC/LI | C-2 | MU-S | 262S311500008014 | HOLIMAN WILLIAM J JR & | 7973 AMETHYST DR | PENSACOLA | 32506 | 1 | 9824 | 0.23 |
| 233 | HC/LI | C-2 | MU-S | 213S310950011002 | CLEMENTE JOSEFINO & DORIS | 1649 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 9847 | 0.23 |
| 234 | HC/LI | C-2 | MU-S | 262S311500001014 | TARANTO ANTHONY C JR & | 7947 AMETHYST DR | PENSACOLA | 32506 | 1 | 9877 | 0.23 |
| 235 | HC/LI | C-2 | MU-S | 213S310950010002 | BLOMBERG MICHAEL A & CHERIE L | 1645 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 9885 | 0.23 |
| 236 | HC/LI | C-2 | MU-S | 262S311500015014 | HOSTETLER FREDERICK J III | 7984 OTIS WAY | PENSACOLA | 32506 | 1 | 9918 | 0.23 |
| 237 | HC/LI | C-2 | MU-S | 262S311500004014 | MAHLER URSULA | 7959 AMETHYST DR | PENSACOLA | 32506 | 1 | 9924 | 0.23 |
| 238 | HC/LI | C-2 | MU-S | 213S310950009002 | BOEHM BETTY PERRY | 1641 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 9934 | 0.23 |
| 239 | HC/LI | C-2 | MU-S | 262S310950010010 | EGERDAHL STEPHEN V | 888 STERLING WAY | PENSACOLA | 32506 | 1 | 9965 | 0.23 |
| 240 | HC/LI | C-2 | MU-S | 213S310950008002 | NEWTON JAMES P & LISA F | 1637 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 9990 | 0.23 |
| 241 | HC/LI | C-2 | MU-S | 083S321000000004 | BAZALDUA BLAIRE R | 2545 TARKILN OAKS DR | PENSACOLA | 32506 | 1 | 10029 | 0.23 |
| 242 | HC/LI | C-2 | MU-S | 213S310950007002 | MARTIN DOUGLAS | 1633 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 10049 | 0.23 |
| 243 | HC/LI | C-2 | MU-S | 262S310950012001 | CONNORS HEIDI ANN | 1308 TREASURE CT | PENSACOLA | 32506 | 1 | 10076 | 0.23 |
| 244 | HC/LI | C-2 | MU-S | 262S311500005013 | ROY KEVIN J | 7901 AMETHYST DR | PENSACOLA | 32506 | 1 | 10088 | 0.23 |
| 245 | HC/LI | C-2 | MU-S | 213S310950006002 | TAYLOR ROBERT J & JULITA L | 1629 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 10105 | 0.23 |
| 246 | HC/LI | GBD | MU-S | 111N314000006004 | ESCAMBIA COUNTY | 292 MUSCOGEE RD | CANTONMENT | 32533 | 5 | 10138 | 0.23 |
| 247 | HC/LI | C-2 | MU-S | 213S310950005002 | MCGOURTY STEPHEN J | 1625 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 10144 | 0.23 |
| 248 | HC/LI | GBD | MU-S | 141N311001003012 | HELMS OLGA ANN | 206 S HIGHWAY 29 | CANTONMENT | 32533 | 5 | 10150 | 0.23 |
| 249 | HC/LI | C-2 | MU-S | 213S310950004002 | BRODERICK GREGORY JAMES & | 1621 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 10151 | 0.23 |
| 250 | HC/LI | C-2 | MU-S | 262S311500006014 | PHILLIPS COLLEEN M & | 7965 AMETHYST DR | PENSACOLA | 32506 | 1 | 10187 | 0.23 |
| 251 | HC/LI | C-2 | MU-S | 123S322000003021 | PHIPPS HENRY L | VIKING RD | PENSACOLA | 32507 | 2 | 10190 | 0.23 |
| 252 | HC/LI | C-2 | MU-S | 083S321000000001 | GITHER HUGH DAVID | 1920 MERLIN RD | PENSACOLA | 32506 | 1 | 10211 | 0.23 |
| 253 | HC/LI | C-2 | MU-S | 262S311500002013 | PIERATOS HARRY S & NATALIE M | 7825 AMETHYST DR | PENSACOLA | 32506 | 1 | 10216 | 0.23 |
| 254 | HC/LI | C-2 | MU-S | 213S310950021001 | NAVARRO MARISOL A | 1624 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 10248 | 0.24 |
| 255 | HC/LI | C-2 | MU-S | 262S310950001003 | BAKER ERNEST R | 8099 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 10250 | 0.24 |
| 256 | HC/LI | C-2 | MU-S | 252S311103080001 | CHUBB DANIEL S & | 10712 CROSSCUT DR | PENSACOLA | 32506 | 1 | 10275 | 0.24 |
| 257 | HC/LI | C-2 | MU-S | 262S311500003013 | WILSON JEFFREY D & | 7851 AMETHYST DR | PENSACOLA | 32506 | 1 | 10307 | 0.24 |
| 258 | HC/LI | C-2 | MU-S | 262S310950042010 | WHITE JAMES C & KRISSA J | 710 JESTER CT | PENSACOLA | 32506 | 1 | 10328 | 0.24 |
| 259 | HC/LI | ID-1 | MU-S | 241N302500022003 | WORK PAULA | 1473 GREYSTONE DR | PENSACOLA | 32514 | 5 | 10331 | 0.24 |
| 260 | HC/LI | GBD | MU-S | 111N314000003002 | HAGER DOUGLAS M & DEBRA A | 268 MUSCOGEE RD | CANTONMENT | 32533 | 5 | 10349 | 0.24 |
| 261 | HC/LI | C-2 | MU-S | 252S311900000050 | MOORE WILLIAM A | 721 HANNAS TER | PENSACOLA | 32506 | 1 | 10391 | 0.24 |
| 262 | HC/LI | C-2 | MU-S | 262S311500011014 | VINTON BONNIE D | 7987 AMETHYST DR | PENSACOLA | 32506 | 1 | 10435 | 0.24 |
| 263 | HC/LI | GBD | MU-S | 111N312202001002 | JOHNSON WILLIAM R | 800 BLK HWY 95-A NORTH BEHIND | CANTONMENT | 32533 | 5 | 10452 | 0.24 |
| 264 | HC/LI | C-2 | MU-S | 083S321000000006 | DYE MARK | 545 TARKILN OAKS CIR | PENSACOLA | 32506 | 1 | 10535 | 0.24 |
| 265 | HC/LI | C-2 | MU-S | 262S310950041010 | WARD MATTHEW J & JENNIFER L | 716 JESTER CT | PENSACOLA | 32506 | 1 | 10628 | 0.24 |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| 266 | HC/LI | C-2 | MU-S | 262S311500004012 | VOJE NEIL F & FRANCINE | 7974 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 10635 | 0.24 |
| 267 | HC/LI | C-2 | MU-S | 262S311500005012 | GONZALEZ EDGAR A & SYLVIA C | 7970 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 10661 | 0.24 |
| 268 | HC/LI | C-2 | MU-S | 083S321000000002 | FOOTE NATHANIEL S | 1916 MERLIN RD | PENSACOLA | 32506 | 1 | 10679 | 0.25 |
| 269 | HC/LI | C-2 | MU-S | 262S311500019014 | KNAPP RONALD S & | 7985 OTIS WAY | PENSACOLA | 32506 | 1 | 10739 | 0.25 |
| 270 | HC/LI | C-2 | MU-S | 152S311100002001 | STRASSER FREDERICK J | 1905 CROWN POINTE BLVD | PENSACOLA | 32506 | 1 | 10744 | 0.25 |
| 271 | HC/LI | C-2 | MU-S | 152S311100001001 | CHAVERS DALE W | 1901 CROWN POINTE BLVD | PENSACOLA | 32506 | 1 | 10745 | 0.25 |
| 272 | HC/LI | C-2 | MU-S | 152S311100003001 | FEHLAUER FREDRICK G | 1909 CROWN POINTE BLVD | PENSACOLA | 32506 | 1 | 10764 | 0.25 |
| 273 | HC/LI | C-2 | MU-S | 083S321000000003 | WINN NATHAN T | 2551 TARKILN OAK DR | PENSACOLA | 32506 | 1 | 10809 | 0.25 |
| 274 | HC/LI | C-2 | MU-S | 213S310950001002 | POLING PAUL E JR & MELINDA P | 1605 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 10811 | 0.25 |
| 275 | HC/LI | C-2 | MU-S | 083S321000000005 | BOYLE GEORGE W & CAROL A | 2541 TARKILN OAKS DR | PENSACOLA | 32506 | 1 | 10860 | 0.25 |
| 276 | HC/LI | C-2 | MU-S | 262S311500013014 | PROMERSBERGER BEVERLY M | 7992 OTIS WAY | PENSACOLA | 32506 | 1 | 10900 | 0.25 |
| 277 | HC/LI | C-2 | MU-S | 262S311500014014 | POTTER MITCHELL L & KEIKO N | 7988 OTIS WAY | PENSACOLA | 32506 | 1 | 10923 | 0.25 |
| 278 | HC/LI | C-2 | MU-S | 252S311900000120 | MOORE BRYAN R | 760 HANNAS TER | PENSACOLA | 32506 | 1 | 10926 | 0.25 |
| 279 | HC/LI | GBD | MU-S | 111N311000006058 | B & E HOLDINGS LLC | 416 PALAFOX ST | CANTONMENT | 32533 | 5 | 10930 | 0.25 |
| 280 | HC/LI | C-2 | MU-S | 262S311500014012 | ARKIN WILLIAM E & | 7934 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 10938 | 0.25 |
| 281 | HC/LI | C-2 | MU-S | 262S311500006006 | UNISZKIEWICZ ROBERT N & | 8021 SAPPHIRE BLVD | PENSACOLA | 32506 | 1 | 10976 | 0.25 |
| 282 | HC/LI | C-2 | MU-S | 083S321000000007 | PACKER LENORE | 549 TARKILN OAKS CIR | PENSACOLA | 32506 | 1 | 10981 | 0.25 |
| 283 | HC/LI | C-2 | MU-S | 083S321000000010 | YOUNG KIRK M III & MIDORI A | 561 TARKILN OAKS CIR | PENSACOLA | 32506 | 1 | 10993 | 0.25 |
| 284 | HC/LI | C-2 | MU-S | 262S311500002008 | FRYSON LARUE S & GLENNICE | 8012 ONYX TRL | PENSACOLA | 32506 | 1 | 11000 | 0.25 |
| 285 | HC/LI | C-2 | MU-S | 152S311100002002 | DOYLE DAVID E & | 1904 CROWN POINTE BLVD | PENSACOLA | 32506 | 1 | 11014 | 0.25 |
| 286 | HC/LI | C-2 | MU-S | 213S310950002002 | HAVERKAMP HARRY A & DENISE R | 1609 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 11028 | 0.25 |
| 287 | HC/LI | C-2 | MU-S | 262S311500009014 | DANIELS DEMETRIUS | 7979 AMETHYST DR | PENSACOLA | 32506 | 1 | 11042 | 0.25 |
| 288 | HC/LI | C-2 | MU-S | 252S311103010001 | BLUE LEON D | 10754 CROSSCUT DR | PENSACOLA | 32506 | 1 | 11043 | 0.25 |
| 289 | HC/LI | C-2 | MU-S | 252S311103180004 | DORSEY GREGORY J | 10760 CROSSCUT DR | PENSACOLA | 32506 | 1 | 11044 | 0.25 |
| 290 | HC/LI | C-2 | MU-S | 262S311500010014 | GOYINS GALE G & JOSETTE | 7983 AMETHYST DR | PENSACOLA | 32506 | 1 | 11059 | 0.25 |
| 291 | HC/LI | C-2 | MU-S | 123S322000032011 | LEISURE LIVING PROPERTIES LLC | 5300 CHATHAM AVE | PENSACOLA | 32507 | 2 | 11074 | 0.25 |
| 292 | HC/LI | GBD | MU-S | 211N301301000015 | DONAHOO CHARLES L | 3000 BLK HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 11088 | 0.25 |
| 293 | HC/LI | C-2 | MU-S | 262S310950036010 | BEACH RAYMOND C & ANN L | 709 JESTER CT | PENSACOLA | 32506 | 1 | 11100 | 0.25 |
| 294 | HC/LI | C-2 | MU-S | 262S310950035010 | DURBIN JEFFREY S | 705 JESTER CT | PENSACOLA | 32506 | 1 | 11106 | 0.25 |
| 295 | HC/LI | C-2 | MU-S | 262S311500001013 | BETHEL ANGELA D | 7801 AMETHYST DR | PENSACOLA | 32506 | 1 | 11111 | 0.26 |
| 296 | HC/LI | C-2 | MU-S | 152S311100001002 | HORSEFIELD JANICE S | 1900 CROWN POINTE BLVD | PENSACOLA | 32506 | 1 | 11118 | 0.26 |
| 297 | HC/LI | C-2 | MU-S | 262S311500001008 | GOLDSMITH SHERRIE R | 7943 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 11128 | 0.26 |
| 298 | HC/LI | C-2 | MU-S | 262S311500015012 | YOUNG ROGER H & CATHY | 7930 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 11131 | 0.26 |
| 299 | HC/LI | C-2 | MU-S | 262S310950038010 | PETERSON JOSEPH J & MISAO O | 719 JESTER CT | PENSACOLA | 32506 | 1 | 11142 | 0.26 |
| 300 | HC/LI | C-2 | MU-S | 262S310950040010 | BROOKS GEORGE W & LEIZI | 720 JESTER CT | PENSACOLA | 32506 | 1 | 11181 | 0.26 |
| 301 | HC/LI | C-2 | MU-S | 262S311500006012 | PATTON WILLIAM N & CLAIRE E TRUSTEES | 7966 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 11191 | 0.26 |
| 302 | HC/LI | C-2 | MU-S | 262S310950043010 | BIGRAS DENIS | 706 JESTER CT | PENSACOLA | 32506 | 1 | 11195 | 0.26 |
| 303 | HC/LI | C-2 | MU-S | 083S321000000042 | CHARDON LISA J | 2552 TARKILN OAK DR | PENSACOLA | 32506 | 1 | 11205 | 0.26 |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| 304 | HC/LI | C-2 | MU-S | 262S311500003012 | SAUTER CHARLES & | 7978 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 11230 | 0.26 |
| 305 | HC/LI | C-2 | MU-S | 252S311103050002 | SMETHERS MARGARET A | 10725 CROSSCUT DR | PENSACOLA | 32506 | 1 | 11230 | 0.26 |
| 306 | HC/LI | C-2 | MU-S | 252S311103040004 | DULANEY JASON C | 613 RIPSAW LN | PENSACOLA | 32506 | 1 | 11240 | 0.26 |
| 307 | HC/LI | C-2 | MU-S | 252S311103040003 | DURBIN TINA M | 10737 CROSSCUT DR | PENSACOLA | 32506 | 1 | 11259 | 0.26 |
| 308 | HC/LI | C-2 | MU-S | 083S321000000041 | BRADLEY GRADY L & NORIE | 2548 TARKILN OAK DR | PENSACOLA | 32506 | 1 | 11276 | 0.26 |
| 309 | HC/LI | GID | MU-S | 211N301201003001 | HAUL ELECTRIC INC | 2615 HIGHWAY 95-A SOUTH | CANTONMENT | 32533 | 5 | 11359 | 0.26 |
| 310 | HC/LI | C-2 | MU-S | 262S310950044010 | RAMANI ALPESH A | 700 JESTER CT | PENSACOLA | 32506 | 1 | 11399 | 0.26 |
| 311 | HC/LI | C-2 | MU-S | 262S311500008008 | ADAMS ALAN L & | 7935 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 11406 | 0.26 |
| 312 | HC/LI | C-2 | MU-S | 262S310950037010 | GIULI RHETTA L | 715 JESTER CT | PENSACOLA | 32506 | 1 | 11406 | 0.26 |
| 313 | HC/LI | C-2 | MU-S | 262S311500003006 | BREWER WESLEY R & TERESA L | 7972 AMETHYST DR | PENSACOLA | 32506 | 1 | 11413 | 0.26 |
| 314 | HC/LI | C-2 | MU-S | 262S311500006007 | LINGBEEK DENNIS D & JILL S | 8023 ONYX TRL | PENSACOLA | 32506 | 1 | 11414 | 0.26 |
| 315 | HC/LI | C-2 | MU-S | 252S311103070003 | CHAPMAN LESLIE A | 10755 CROSSCUT DR | PENSACOLA | 32506 | 1 | 11431 | 0.26 |
| 316 | HC/LI | C-2 | MU-S | 262S311500002006 | FERRERA MARC H | 7976 AMETHYST DR | PENSACOLA | 32506 | 1 | 11438 | 0.26 |
| 317 | HC/LI | C-2 | MU-S | 262S311500012014 | KELLY FRANK J & MICHELLE R | 7996 OTIS WAY | PENSACOLA | 32506 | 1 | 11440 | 0.26 |
| 318 | HC/LI | C-2 | MU-S | 262S310950030010 | LEE CLAUDIA & | 816 STERLING WAY | PENSACOLA | 32506 | 1 | 11445 | 0.26 |
| 319 | HC/LI | C-2 | MU-S | 242S312100008001 | HAMLIN NICHOLAS B | 10720 WILLOW LAKE DR | PENSACOLA | 32506 | 1 | 11472 | 0.26 |
| 320 | HC/LI | C-2 | MU-S | 242S312100004002 | OWENS FRITZ A JR 1/5 INT | 10725 WILLOW LAKE DR | PENSACOLA | 32506 | 1 | 11489 | 0.26 |
| 321 | HC/LI | C-2 | MU-S | 262S311500004006 | RAMSEY WILL T & MARY ANN | 8001 SAPPHIRE BLVD | PENSACOLA | 32506 | 1 | 11489 | 0.26 |
| 322 | HC/LI | C-2 | MU-S | 262S311500005006 | MISZTAL STEVEN M & | 8011 SAPPHIRE BLVD | PENSACOLA | 32506 | 1 | 11505 | 0.26 |
| 323 | HC/LI | C-2 | MU-S | 213S310950003002 | MONTSDEOCA ROBERT L & LINDA S | 1617 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 11514 | 0.26 |
| 324 | HC/LI | C-2 | MU-S | 252S311103050004 | NICHOLSON ROBERT K & ANGELA M | 10761 CROSSCUT DR | PENSACOLA | 32506 | 1 | 11516 | 0.26 |
| 325 | HC/LI | C-2 | MU-S | 262S311500002012 | BERNIER MARK F & CHRISTINE A | 7982 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 11521 | 0.26 |
| 326 | HC/LI | C-2 | MU-S | 262S310950027001 | STRICKLAND ROBERT | 8040 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 11525 | 0.26 |
| 327 | HC/LI | C-2 | MU-S | 262S310950034010 | WESENBERG HEIDI L | 701 JESTER CT | PENSACOLA | 32506 | 1 | 11543 | 0.26 |
| 328 | HC/LI | C-2 | MU-S | 252S311103070004 | BOMAN JOHNNY T & | 10773 CROSSCUT DR | PENSACOLA | 32506 | 1 | 11545 | 0.27 |
| 329 | HC/LI | C-2 | MU-S | 262S310950025001 | PERRY JOHN | 8050 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 11563 | 0.27 |
| 330 | HC/LI | C-2 | MU-S | 213S310950045002 | LEE ALFRED J & | 1754 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 11566 | 0.27 |
| 331 | HC/LI | C-2 | MU-S | 262S311500007014 | BEAUCHAMP JAMES A & PAULA W | 7969 AMETHYST DR | PENSACOLA | 32506 | 1 | 11578 | 0.27 |
| 332 | HC/LI | C-2 | MU-S | 262S311500011012 | CHURCH ADAM M & | 7946 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 11655 | 0.27 |
| 333 | HC/LI | C-2 | MU-S | 262S311500010012 | WIGGINS CAROLYN C | 7950 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 11662 | 0.27 |
| 334 | HC/LI | C-2 | MU-S | 262S310950033010 | SCHUCK HENRY B & | 8015 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 11686 | 0.27 |
| 335 | HC/LI | C-2 | MU-S | 242S312100003002 | TAYLOR AIDA V | 10735 WILLOW LAKE DR | PENSACOLA | 32506 | 1 | 11700 | 0.27 |
| 336 | HC/LI | C-2 | MU-S | 242S312100002002 | ORDONEZ FREDDY J & DIANA | 10745 WILLOW LAKE DR | PENSACOLA | 32506 | 1 | 11700 | 0.27 |
| 337 | HC/LI | C-2 | MU-S | 262S310950032010 | PARRISH WILLARD C | 806 STERLING WAY | PENSACOLA | 32506 | 1 | 11702 | 0.27 |
| 338 | HC/LI | C-2 | MU-S | 242S312100006002 | HUGO HOMES LLC | 10701 WILLOW LAKE DR | PENSACOLA | 32506 | 1 | 11705 | 0.27 |
| 339 | HC/LI | C-2 | MU-S | 262S310950029001 | KIELY DENIS J JR TRUSTEE | 8030 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 11742 | 0.27 |
| 340 | HC/LI | C-2 | MU-S | 262S311500012012 | AYERS JAMES & | 7942 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 11745 | 0.27 |
| 341 | HC/LI | C-2 | MU-S | 000S009010026147 | VISION CONSTRUCTION ENT INC | 18 W SCOTT ST | PENSACOLA | 32501 | 3 | 11762 | 0.27 |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| 342 | HC/LI | C-2 | MU-S | 262S311500020014 | HINKLE JAMES T | 7989 OTIS WAY | PENSACOLA | 32506 | 1 | 11787 | 0.27 |
| 343 | HC/LI | C-2 | MU-S | 262S310950031010 | EVE JACOB RYAN | 812 STERLING WAY | PENSACOLA | 32506 | 1 | 11787 | 0.27 |
| 344 | HC/LI | C-2 | MU-S | 262S311500021014 | COOK CYNTHIA K | 7993 OTIS WAY | PENSACOLA | 32506 | 1 | 11791 | 0.27 |
| 345 | HC/LI | C-2 | MU-S | 262S311500001006 | DAWSON CHARLES D & JULIA M | 7980 AMETHYST DR | PENSACOLA | 32506 | 1 | 11813 | 0.27 |
| 346 | HC/LI | C-2 | MU-S | 252S311900000020 | BRM RESIDENTAL HOMES INC | 751 HANNAS TER | PENSACOLA | 32506 | 1 | 11858 | 0.27 |
| 347 | HC/LI | C-2 | MU-S | 252S311900000030 | BRM RESIDENTIAL HOMES INC | 741 HANNAS TER | PENSACOLA | 32506 | 1 | 11868 | 0.27 |
| 348 | HC/LI | C-2 | MU-S | 262S311500013012 | SEITH THOMAS R & | 7938 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 11873 | 0.27 |
| 349 | HC/LI | C-2 | MU-S | 262S311500005008 | RAMIREZ ROBERT & ANGELA C | 7914 AMETHYST DR | PENSACOLA | 32506 | 1 | 11873 | 0.27 |
| 350 | HC/LI | C-2 | MU-S | 252S311900000040 | BRM RESIDENTIAL HOMES INC | 731 HANNAS TER | PENSACOLA | 32506 | 1 | 11882 | 0.27 |
| 351 | HC/LI | C-2 | MU-S | 252S311900000090 | MOORE BRYAN R | 730 HANNAS TER | PENSACOLA | 32506 | 1 | 11886 | 0.27 |
| 352 | HC/LI | C-2 | MU-S | 262S311500004013 | COLE CYNTHIA D | 7875 AMETHYST DR | PENSACOLA | 32506 | 1 | 11898 | 0.27 |
| 353 | HC/LI | C-2 | MU-S | 242S312100005002 | DEARDEN SCOTT T | 10715 WILLOW LAKE DR | PENSACOLA | 32506 | 1 | 11911 | 0.27 |
| 354 | HC/LI | C-2 | MU-S | 252S311900000100 | MOORE WILLIAM A | 740 HANNAS TER | PENSACOLA | 32506 | 1 | 11912 | 0.27 |
| 355 | HC/LI | C-2 | MU-S | 252S311900000110 | MOORE WILLIAM A | 750 HANNAS TER | PENSACOLA | 32506 | 1 | 11914 | 0.27 |
| 356 | HC/LI | C-2 | MU-S | 083S321000000008 | RODGERS JOHN R JR & | 553 TARKILN OAKS CIR | PENSACOLA | 32506 | 1 | 11957 | 0.27 |
| 357 | HC/LI | C-2 | MU-S | 262S310950026001 | HOLBUS BENJAMIN P | 8046 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 11997 | 0.28 |
| 358 | HC/LI | C-2 | MU-S | 262S311500009008 | HUFFINE JOSEPH A & HEATHER R | 7939 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 12005 | 0.28 |
| 359 | HC/LI | C-2 | MU-S | 262S310950011011 | MILLER ANDREW J & MARY S | 1009 JAMIE DR | PENSACOLA | 32506 | 1 | 12023 | 0.28 |
| 360 | HC/LI | C-2 | MU-S | 262S310950028001 | POTTER JEFFREY A | 8036 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 12073 | 0.28 |
| 361 | HC/LI | C-2 | MU-S | 262S311500007012 | PICKEN DAVID & ANNALYN | 7962 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 12139 | 0.28 |
| 362 | HC/LI | C-2 | MU-S | 262S310950029010 | RAMSEY DENNIS LEE & | 820 STERLING WAY | PENSACOLA | 32506 | 1 | 12190 | 0.28 |
| 363 | HC/LI | C-2 | MU-S | 262S311500003008 | FLYNN MICHAEL L & | 8002 ONYX TRL | PENSACOLA | 32506 | 1 | 12217 | 0.28 |
| 364 | HC/LI | C-2 | MU-S | 242S312100001002 | HAWKS IAN JAMES | 10755 WILLOW LAKE DR | PENSACOLA | 32506 | 1 | 12239 | 0.28 |
| 365 | HC/LI | C-2 | MU-S | 262S310950010011 | CRUMBLEY CLOIS & ANNA | 1013 JAMIE DR | PENSACOLA | 32506 | 1 | 12248 | 0.28 |
| 366 | HC/LI | C-2 | MU-S | 252S311103080004 | HYNICKA TROY | 10803 CROSSCUT DR | PENSACOLA | 32506 | 1 | 12250 | 0.28 |
| 367 | HC/LI | C-2 | MU-S | 262S310950005005 | SCHUCK LEIGHTON C | 821 STERLING WAY | PENSACOLA | 32506 | 1 | 12252 | 0.28 |
| 368 | HC/LI | C-2 | MU-S | 262S311500006008 | MAGEE JOHN | 7850 AMETHYST DR | PENSACOLA | 32506 | 1 | 12303 | 0.28 |
| 369 | HC/LI | C-2 | MU-S | 252S311103020004 | DEARING JOSEPH A | 618 RIPSAW LN | PENSACOLA | 32506 | 1 | 12310 | 0.28 |
| 370 | HC/LI | C-2 | MU-S | 262S311500003007 | REYNOLDS JOHN H | 8000 SAPPHIRE BLVD | PENSACOLA | 32506 | 1 | 12348 | 0.28 |
| 371 | HC/LI | C-2 | MU-S | 262S311500002007 | HAGGARD JUSTICE D | 8010 SAPPHIRE BLVD | PENSACOLA | 32506 | 1 | 12386 | 0.28 |
| 372 | HC/LI | C-2 | MU-S | 352S301002000002 | RESMONDO GINA FAYE | 5400 BLK W FAIRFIELD DR | PENSACOLA | 32506 | 2 | 12390 | 0.28 |
| 373 | HC/LI | C-2 | MU-S | 262S311500005007 | BONE TODD | 8013 ONYX TRL | PENSACOLA | 32506 | 1 | 12392 | 0.28 |
| 374 | HC/LI | C-2 | MU-S | 083S321026000003 | ESCAMBIA COUNTY | 1000 BLK OAK VIEW DR | PENSACOLA | 32506 | 1 | 12406 | 0.28 |
| 375 | HC/LI | C-2 | MU-S | 262S310950006005 | LIFE BRYAN E | 811 STERLING WAY | PENSACOLA | 32506 | 1 | 12473 | 0.29 |
| 376 | HC/LI | GBD | MU-S | 141N311001000007 | DANIEL FAMILY PROPERTY LLC | 110 HIGHWAY 29 | CANTONMENT | 32533 | 5 | 12476 | 0.29 |
| 377 | HC/LI | C-2 | MU-S | 252S311900000080 | MOORE WILLIAM A | 720 HANNAS TER | PENSACOLA | 32506 | 1 | 12484 | 0.29 |
| 378 | HC/LI | C-2 | MU-S | 262S311500004008 | BOWNE RAYMOND J & REBECCA J | 7928 AMETHYST DR | PENSACOLA | 32506 | 1 | 12484 | 0.29 |
| 379 | HC/LI | C-2 | MU-S | 262S311500004007 | WINKLER THOMAS J & NINA P | 8003 ONYX TRL | PENSACOLA | 32506 | 1 | 12519 | 0.29 |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| 380 | HC/LI | C-2 | MU-S | 262S310950007005 | PHAM MANH | 805 STERLING WAY | PENSACOLA | 32506 | 1 | 12535 | 0.29 |
| 381 | HC/LI | C-2 | MU-S | 252S311103010004 | MASINO KRISTEN G | 612 RIPSAW LN | PENSACOLA | 32506 | 1 | 12648 | 0.29 |
| 382 | HC/LI | C-2 | MU-S | 262S310950002005 | VINSON ROBERT M & PAMELA D | 906 WINE POINTE DR | PENSACOLA | 32506 | 1 | 12663 | 0.29 |
| 383 | HC/LI | C-2 | MU-S | 262S310950004005 | IGLESIAS PANTALEON & | 916 WINE POINTE DR | PENSACOLA | 32506 | 1 | 12673 | 0.29 |
| 384 | HC/LI | C-2 | MU-S | 262S310950003005 | KHORYATI PATRICK & | 912 WINE POINTE DR | PENSACOLA | 32506 | 1 | 12722 | 0.29 |
| 385 | HC/LI | C-2 | MU-S | 262S311500001007 | CHERRY RICHARD JR | 8020 SAPPHIRE BLVD | PENSACOLA | 32506 | 1 | 12772 | 0.29 |
| 386 | HC/LI | C-2 | MU-S | 242S312100004001 | BORG KENNETH E | 10760 WILLOW LAKE DR | PENSACOLA | 32506 | 1 | 12801 | 0.29 |
| 387 | HC/LI | C-2 | MU-S | 242S312100005001 | GARNER NENA L | 10750 WILLOW LAKE DR | PENSACOLA | 32506 | 1 | 12801 | 0.29 |
| 388 | HC/LI | C-2 | MU-S | 242S312100006001 | DENTON GARY T II & LINDA L | 10740 WILLOW LAKE DR | PENSACOLA | 32506 | 1 | 12801 | 0.29 |
| 389 | HC/LI | C-2 | MU-S | 242S312100007001 | YEE DONG RONALD JAY & | 10730 WILLOW LAKE DR | PENSACOLA | 32506 | 1 | 12803 | 0.29 |
| 390 | HC/LI | C-2 | MU-S | 252S312101001023 | GRAHAM JAMES & KIMBERLY | 11110 LILLIAN HWY | PENSACOLA | 32506 | 1 | 12877 | 0.30 |
| 391 | HC/LI | GBD | MU-S | 111N314000004001 | RACETRAC PETROLEUM INC | 262 MUSCOGEE RD | CANTONMENT | 32533 | 5 | 13009 | 0.30 |
| 392 | HC/LI | C-2 | MU-S | 262S311500007008 | BAUER BYRON D & | 7931 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 13070 | 0.30 |
| 393 | HC/LI | ID-1 | MU-S | 241N302500012003 | JAMES DAVID R & PAMELA H | 1437 GREYSTONE DR | PENSACOLA | 32514 | 5 | 13078 | 0.30 |
| 394 | HC/LI | C-2 | MU-S | 262S311500008012 | MINER KELLY D & JILL H | 7958 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 13092 | 0.30 |
| 395 | HC/LI | C-2 | MU-S | 252S312101000003 | BROWN BETTY LOU | 11150 LILLIAN HWY | PENSACOLA | 32506 | 1 | 13130 | 0.30 |
| 396 | HC/LI | C-2 | MU-S | 262S310950012011 | MADOLID DEO J P | 1005 JAMIE DR | PENSACOLA | 32506 | 1 | 13228 | 0.30 |
| 397 | HC/LI | C-2 | MU-S | 262S311500009012 | GARCIA OSCAR E & | 7954 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 13229 | 0.30 |
| 398 | HC/LI | C-2 | MU-S | 242S312100003001 | RANDALL CLAIRE M LIFE EST & | 10770 WILLOW LAKE DR | PENSACOLA | 32506 | 1 | 13261 | 0.30 |
| 399 | HC/LI | C-2 | MU-S | 262S310950013011 | GRIFFIN MICHAEL & JAMIE | 1001 JAMIE DR | PENSACOLA | 32506 | 1 | 13309 | 0.31 |
| 400 | HC/LI | C-2 | MU-S | 262S311500001012 | MCCORD BILL J & LINDA S | 7986 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 13347 | 0.31 |
| 401 | HC/LI | C-2 | MU-S | 262S310950007004 | MERIWETHER MONTE K & ELIZABETH R | 907 WINE POINTE DR | PENSACOLA | 32506 | 1 | 13375 | 0.31 |
| 402 | HC/LI | C-2 | MU-S | 262S310950006004 | BUSH MELVIN J & SONIA L | 911 WINE POINTE DR | PENSACOLA | 32506 | 1 | 13380 | 0.31 |
| 403 | HC/LI | GBD | MU-S | 111N311000002060 | BURLINGTON NORTHERN RAILROAD CO | 106 S HIGHWAY 29 | CANTONMENT | 32533 | 5 | 13593 | 0.31 |
| 404 | HC/LI | C-2 | MU-S | 262S310950002004 | PATTON JAMES D JR & RUTH E | 1004 JAMIE DR | PENSACOLA | 32506 | 1 | 13800 | 0.32 |
| 405 | HC/LI | C-2 | MU-S | 252S311900000060 | MOORE WILLIAM A | 711 HANNAS TER | PENSACOLA | 32506 | 1 | 13966 | 0.32 |
| 406 | HC/LI | C-2 | MU-S | 252S312101000006 | PREHN GLENN | 11180 LILLIAN HWY | PENSACOLA | 32506 | 1 | 13971 | 0.32 |
| 407 | HC/LI | C-2 | MU-S | 252S312101000005 | BROCK ALLIDIANNE K | 11170 LILLIAN HWY | PENSACOLA | 32506 | 1 | 13982 | 0.32 |
| 408 | HC/LI | C-2 | MU-S | 252S312101000019 | BANK OF AMERICA N A | 11160 LILLIAN HWY | PENSACOLA | 32506 | 1 | 13993 | 0.32 |
| 409 | HC/LI | C-2 | MU-S | 252S311103060002 | TURNER JAMES ALLAN & | 706 BUCKSAW DR | PENSACOLA | 32506 | 1 | 14000 | 0.32 |
| 410 | HC/LI | C-2 | MU-S | 252S311103020002 | MCKINNEY OTIS JR & TAMMY G | 10705 CROSSCUT DR | PENSACOLA | 32506 | 1 | 14004 | 0.32 |
| 411 | HC/LI | C-2 | MU-S | 262S310950003004 | HERNANDEZ AUGIE & | 1008 JAMIE DR | PENSACOLA | 32506 | 1 | 14023 | 0.32 |
| 412 | HC/LI | C-2 | MU-S | 262S310950008004 | MOBLEY BILLY J | 901 WINE POINTE DR | PENSACOLA | 32506 | 1 | 14111 | 0.32 |
| 413 | HC/LI | C-2 | MU-S | 252S312101001011 | YOUNG SCOTT A | OFF NIX RD | PENSACOLA | 32506 | 1 | 14117 | 0.32 |
| 414 | HC/LI | GBD | MU-S | 211N301301000003 | HARRIS RICKY & | 3033 HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 14195 | 0.33 |
| 415 | HC/LI | C-2 | MU-S | 021S314107001001 | HENDERSON FELTON C | 4080 HIGHWAY 297-A | CANTONMENT | 32533 | 5 | 14233 | 0.33 |
| 416 | HC/LI | C-2 | MU-S | 252S312101002011 | YOUNG SCOTT A | NIX RD | PENSACOLA | 32506 | 1 | 14277 | 0.33 |
| 417 | HC/LI | C-2 | MU-S | 083S321000000009 | CK GROUP LLC | 557 TARKILN OAK CIR | PENSACOLA | 32506 | 1 | 14285 | 0.33 |

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| 418 | HC/LI | C-2 | MU-S | 252S312101001018 | WARD JOHN T & DARLENE | 11140 LILLIAN HWY | PENSACOLA | 32506 | 1 | 14298 | 0.33 |
| 419 | HC/LI | GBD | MU-S | 111N312305004001 | MAGOULAS DEMETRIOS & | WOODLAND RD | CANTONMENT | 32533 | 5 | 14302 | 0.33 |
| 420 | HC/LI | VR-2 | MU-S | 031N311302000003 | ROBERTSON COTTON INC | HIGHWAY 29 | CANTONMENT | 32533 | 5 | 14347 | 0.33 |
| 421 | HC/LI | C-2 | MU-S | 213S310950044002 | SEELY JASON D | 1753 BEACHSIDE DR | PENSACOLA | 32506 | 2 | 14380 | 0.33 |
| 422 | HC/LI | C-2 | MU-S | 262S310950008005 | DIEHL JUDY L | 8031 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 14418 | 0.33 |
| 423 | HC/LI | GBD | MU-S | 111N314000001002 | LEADING EDGE OBEDIENCE INC | 264 MUSCOGEE RD ( & 266 ) | CANTONMENT | 32533 | 5 | 14431 | 0.33 |
| 424 | HC/LI | C-2 | MU-S | 252S312101003011 | YOUNG SCOTT A | OFF NIX RD | PENSACOLA | 32506 | 1 | 14435 | 0.33 |
| 425 | HC/LI | C-2 | MU-S | 252S311103030002 | WIEDEMANN KRISTINA M | 10713 CROSSCUT DR | PENSACOLA | 32506 | 1 | 14495 | 0.33 |
| 426 | HC/LI | C-2 | MU-S | 252S312101000007 | HSBC BANK USA N A TRUSTEE FOR | 11190 LILLIAN HWY | PENSACOLA | 32506 | 1 | 14530 | 0.33 |
| 427 | HC/LI | C-2 | MU-S | 252S312101004011 | YOUNG SCOTT A | OFF NIX RD | PENSACOLA | 32506 | 1 | 14594 | 0.34 |
| 428 | HC/LI | C-2 | MU-S | 252S311900000070 | MOORE BRYAN R | 710 HANNAS TER | PENSACOLA | 32506 | 1 | 14626 | 0.34 |
| 429 | HC/LI | GBD | MU-S | 021N312000000001 | INVESTMENT GROUP TWO LLC | 10 WILLIAMS DITCH RD | CANTONMENT | 32533 | 5 | 14627 | 0.34 |
| 430 | HC/LI | C-2 | MU-S | 252S312101000008 | WARD JOHN T & DARLENE T | 11200 LILLIAN HWY | PENSACOLA | 32506 | 1 | 14660 | 0.34 |
| 431 | HC/LI | GBD | MU-S | 111N311000003059 | SV79 INC | 400 N HIGHWAY 29 | CANTONMENT | 32533 | 5 | 14665 | 0.34 |
| 432 | HC/LI | C-2 | MU-S | 252S312101005011 | YOUNG SCOTT A | OFF NIX RD | PENSACOLA | 32506 | 1 | 14752 | 0.34 |
| 433 | HC/LI | C-2 | MU-S | 162S312000420001 | PARSONS KENNETH D & ANDREA W | 240 RIOLA PL | PENSACOLA | 32506 | 1 | 14760 | 0.34 |
| 434 | HC/LI | C-2 | MU-S | 262S310950005004 | BROWN RAINEY & | 915 WINE POINTE DR | PENSACOLA | 32506 | 1 | 14770 | 0.34 |
| 435 | HC/LI | GBD | MU-S | 111N314000001019 | RACETRAC PETROLEUM INC | 111 S HIGHWAY 29 | CANTONMENT | 32533 | 5 | 14793 | 0.34 |
| 436 | HC/LI | GBD | MU-S | 021N312410000000 | CSX TRANSPORTATION, INC. | | CANTONMENT | 32533 | 5 | 14857 | 0.34 |
| 437 | HC/LI | C-2 | MU-S | 262S310950009011 | HUELSBECK HARRY H & | 1017 JAMIE DR | PENSACOLA | 32506 | 1 | 14903 | 0.34 |
| 438 | HC/LI | GBD | MU-S | 111N311000002059 | CREIGHTON CLYDE T JR | 406 N HIGHWAY 29 | CANTONMENT | 32533 | 5 | 14904 | 0.34 |
| 439 | HC/LI | C-2 | MU-S | 262S310950032001 | SHAW KENNETH A III | 8000 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 14959 | 0.34 |
| 440 | HC/LI | C-2 | MU-S | 262S310950002011 | WINEGAR GARY E & | 1102 CALINDA DR | PENSACOLA | 32506 | 1 | 15031 | 0.35 |
| 441 | HC/LI | GBD | MU-S | 211N301301000010 | KEMP PROPERTIES LP | 3000 BLK HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 15092 | 0.35 |
| 442 | HC/LI | C-2 | MU-S | 332S311000004055 | NOBLES BENJAMIN J | 3800 GULF BEACH HWY | PENSACOLA | 32507 | 2 | 15126 | 0.35 |
| 443 | HC/LI | GBD | MU-S | 111N311000001058 | CREIGHTON CLYDE T & | 408 HIGHWAY 29 NORTH | CANTONMENT | 32533 | 5 | 15137 | 0.35 |
| 444 | HC/LI | C-2 | MU-S | 162S312000430001 | BOLAND SARA DIANE | 210 RIOLA PL | PENSACOLA | 32506 | 1 | 15262 | 0.35 |
| 445 | HC/LI | GBD | MU-S | 111N311000007058 | CANTONMENT GENERAL STORE LLC | | CANTONMENT | 32533 | 5 | 15268 | 0.35 |
| 446 | HC/LI | C-2 | MU-S | 262S310950030001 | STOWE DOUGLAS W | 8010 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 15359 | 0.35 |
| 447 | HC/LI | GBD | MU-S | 021N312405000000 | OTS RUTH E EST OF | 1391 HIGHWAY 95-A NORTH | CANTONMENT | 32533 | 5 | 15498 | 0.36 |
| 448 | HC/LI | GBD | MU-S | 111N311000000058 | CANTONMENT GENERAL STORE LLC | 410 HIGHWAY 29 NORTH | CANTONMENT | 32533 | 5 | 15562 | 0.36 |
| 449 | HC/LI | C-2 | MU-S | 262S310950004004 | HARRIS JOHN W & | 1012 JAMIE DR | PENSACOLA | 32506 | 1 | 15592 | 0.36 |
| 450 | HC/LI | C-2 | MU-S | 252S311103030004 | DUNN ZACHARY H & | 619 RIPSAW LN | PENSACOLA | 32506 | 1 | 15644 | 0.36 |
| 451 | HC/LI | C-2 | MU-S | 262S311500016014 | POITEVINT JONATHAN & WHITNEY ANN | 7980 OTIS WAY | PENSACOLA | 32506 | 1 | 15749 | 0.36 |
| 452 | HC/LI | GBD | MU-S | 111N311000002058 | STEPHENS WALTER H 1/3 INT & | 428 PALAFOX HWY | CANTONMENT | 32533 | 5 | 15787 | 0.36 |
| 453 | HC/LI | C-2 | MU-S | 252S311900000010 | MOORE WILLIAM A | 761 HANNAS TER | PENSACOLA | 32506 | 1 | 16031 | 0.37 |
| 454 | HC/LI | GBD | MU-S | 141N311001006012 | BABA PETROLEUM LLC | 210 S HIGHWAY 29 | CANTONMENT | 32533 | 5 | 16118 | 0.37 |
| 455 | HC/LI | C-2 | MU-S | 252S311103070002 | WHITE THOMAS WAYNE JR | 712 BUCKSAW DR | PENSACOLA | 32506 | 1 | 16129 | 0.37 |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| 456 | HC/LI | C-2 | MU-S | 252S311431000003 | BARTHOLDI HAZEL KIRK 50% | 900 BLK DOG TRACK RD | PENSACOLA | 32506 | 1 | 16132 | 0.37 |
| 457 | HC/LI | C-2 | MU-S | 242S312100007002 | SCHAUB RUSSELL W | 10681 WILLOW LAKE DR | PENSACOLA | 32506 | 1 | 16185 | 0.37 |
| 458 | HC/LI | C-2 | MU-S | 252S312101000001 | POWELL LOUISE R | 645 NIX RD | PENSACOLA | 32506 | 1 | 16208 | 0.37 |
| 459 | HC/LI | C-2 | MU-S | 252S312500000001 | ITALIANO JULIAN V & CRYSTLE K | 11245 LILLIAN HWY | PENSACOLA | 32506 | 1 | 16375 | 0.38 |
| 460 | HC/LI | C-2 | MU-S | 262S311500018014 | MAY MARK A | 7981 OTIS WAY | PENSACOLA | 32506 | 1 | 16388 | 0.38 |
| 461 | HC/LI | GBD | MU-S | 141N311001005004 | PATEL C M | 100 BLK HIGHWAY 29 | CANTONMENT | 32533 | 5 | 16620 | 0.38 |
| 462 | HC/LI | C-2 | MU-S | 262S310950020001 | MICHANOWICZ ANTHONY M & MARY W | 8066 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 16639 | 0.38 |
| 463 | HC/LI | C-2 | MU-S | 262S310950001004 | TRAYWICK JOE P & BETSY | 1000 JAMIE DR | PENSACOLA | 32506 | 1 | 16859 | 0.39 |
| 464 | HC/LI | C-2 | MU-S | 262S310950031001 | COCHRAN GERALD E & | 8006 CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 16960 | 0.39 |
| 465 | HC/LI | C-2 | MU-S | 262S310950001005 | MOLDENHAUER RUSSEL A & MARY LEE | 900 WINE POINTE DR | PENSACOLA | 32506 | 1 | 16985 | 0.39 |
| 466 | HC/LI | V-2 | MU-S | 361N313101000013 | CARTER PHILIP S | 3375 HIGHWAY 97 S | CANTONMENT | 32533 | 5 | 17307 | 0.40 |
| 467 | HC/LI | C-2 | MU-S | 252S311102000003 | MILLVIEW PHASE 3 LLC | HWY 98 WEST DOG TRACK RD | PENSACOLA | 32506 | 1 | 17409 | 0.40 |
| 468 | HC/LI | C-2 | MU-S | 252S311103090004 | HOLLENBACK TERRY L & PERIA C | 10809 CROSSCUT DR | PENSACOLA | 32506 | 1 | 17724 | 0.41 |
| 469 | HC/LI | C-2 | MU-S | 252S311900000150 | ESCAMBIA COUNTY | | PENSACOLA | 32506 | 1 | 17752 | 0.41 |
| 470 | HC/LI | C-2 | MU-S | 021S314107003001 | HENDERSON FELTON C & | 4092 HIGHWAY 297-A | CANTONMENT | 32533 | 5 | 17902 | 0.41 |
| 471 | HC/LI | C-2 | MU-S | 252S311103090001 | PHAM TUNG T & | 10706 CROSSCUT DR | PENSACOLA | 32506 | 1 | 18953 | 0.44 |
| 472 | HC/LI | GBD | MU-S | 141N311001004012 | A-1 SMALL ENGINES | 228 HIGHWAY 29 S | CANTONMENT | 32533 | 5 | 19202 | 0.44 |
| 473 | HC/LI | C-2 | MU-S | 022S312203005005 | WINGED WHEEL GARAGE INC | 701 N BLUE ANGEL LN | PENSACOLA | 32526 | 1 | 19393 | 0.45 |
| 474 | HC/LI | C-2 | MU-S | 252S311103010002 | GODISH GEORGE F JR & CAROL L | 10700 CROSSCUT DR | PENSACOLA | 32506 | 1 | 19496 | 0.45 |
| 475 | HC/LI | C-2 | MU-S | 252S312500000002 | EVANS AUTOMOTIVE SERVICE CENTER INC | 11225 LILLIAN HWY | PENSACOLA | 32506 | 1 | 19734 | 0.45 |
| 476 | HC/LI | ID-1 | MU-S | 141N301000001001 | SMITH BILLY R & LAURA D | 2900 BLK OLD CHEMSTRAND RD | CANTONMENT | 32533 | 5 | 20290 | 0.47 |
| 477 | HC/LI | GBD | MU-S | 031N314201000001 | ALLEN MEMORIAL | 700 BLK NEAL RD | CANTONMENT | 32533 | 5 | 20333 | 0.47 |
| 478 | HC/LI | GBD | MU-S | 111N311000005058 | BETHEA WESS | 424 N PALAFOX CANT | CANTONMENT | 32533 | 5 | 20409 | 0.47 |
| 479 | HC/LI | GBD | MU-S | 111N312302005001 | SALIB FADEL A & | 748 HIGHWAY 29 N | CANTONMENT | 32533 | 5 | 20933 | 0.48 |
| 480 | HC/LI | GBD | MU-S | 111N314000001001 | RACETRAC PETROLEUM INC | 262 MUSCOGEE RD | CANTONMENT | 32533 | 5 | 21781 | 0.50 |
| 481 | HC/LI | GBD | MU-S | 021N312441000000 | PROVIDENCE BAPTIST CHURCH OF | 23 WILLIAMS DITCH RD | CANTONMENT | 32533 | 5 | 22179 | 0.51 |
| 482 | HC/LI | GBD | MU-S | 141N311001008012 | ARNOLD RAYMOND P | 216 S HIGHWAY 29 | CANTONMENT | 32533 | 5 | 22426 | 0.51 |
| 483 | HC/LI | C-2 | MU-S | 161S314102002003 | NGUYEN MARIA | 7468 MOBILE HWY | PENSACOLA | 32526 | 1 | 22456 | 0.52 |
| 484 | HC/LI | GBD | MU-S | 211N302101001003 | MCCULLOUGH JONATHAN A & NEOTO H | 2619 HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 22872 | 0.53 |
| 485 | HC/LI | C-2 | MU-S | 332S311000005055 | WILKEN JULIE | 3706 GULF BEACH HWY | PENSACOLA | 32507 | 2 | 22907 | 0.53 |
| 486 | HC/LI | GBD | MU-S | 111N312304000001 | MCCURDY WILLIAM E & BETTY L | 29-N & MORRIS AVE | CANTONMENT | 32533 | 5 | 23427 | 0.54 |
| 487 | HC/LI | GBD | MU-S | 021N312402000001 | TIPTON JAMES W JR & | 1411 HIGHWAY 95-A N | CANTONMENT | 32533 | 5 | 23487 | 0.54 |
| 488 | HC/LI | GBD | MU-S | 111N314000001016 | RACETRAC PETROLEUM INC | 111 S 29 HWY | CANTONMENT | 32533 | 5 | 23537 | 0.54 |
| 489 | HC/LI | GBD | MU-S | 111N312307000000 | WEBER ROBERT A JR & ANNA V | HIGHWAY 29 | CANTONMENT | 32533 | 5 | 23753 | 0.55 |
| 490 | HC/LI | GBD | MU-S | 111N312302004001 | JALUIT PROPERTIES LLC | 700 BLK HIGHWAY 29 NORTH | CANTONMENT | 32533 | 5 | 24693 | 0.57 |
| 491 | HC/LI | C-2 | MU-S | 252S311200010008 | LINDSEY LINDA J | 690 NIX RD | PENSACOLA | 32506 | 1 | 24705 | 0.57 |
| 492 | HC/LI | C-2 | MU-S | 242S311101000004 | WESTWIND TOWNHOUSE ASSOCIATION INC | | PENSACOLA | 32506 | 1 | 24845 | 0.57 |
| 493 | HC/LI | C-2 | MU-S | 252S312400445004 | AMERICAN FIDELITY LIFE INSURANCE COMPANY | WILD HERON WAY | PENSACOLA | 32506 | 1 | 24866 | 0.57 |

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| 494 | HC/LI | GID | MU-S | 211N304400000160 | T M ANDERSON COMPANY INC | 3210 HIGHWAY 95-A | CANTONMENT | 32533 | 5 | 25061 | 0.58 |
| 495 | HC/LI | GBD | MU-S | 111N312309000001 | F & A M #322 CANTONMENT LODGE | 735 US 29 NORTH | CANTONMENT | 32533 | 5 | 25105 | 0.58 |
| 496 | HC/LI | GBD | MU-S | 141N311001000003 | INTERNATIONAL PAPER COMPANY | PENSACOLA BLVD | CANTONMENT | 32533 | 5 | 25188 | 0.58 |
| 497 | HC/LI | GBD | MU-S | 211N301301000013 | KNIGHT HERMAN O & MABLE J | 3000 BLK HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 25215 | 0.58 |
| 498 | HC/LI | GBD | MU-S | 211N301202009001 | NORWOOD STUCCO INC | 2991 S HIGHWAY 29 | CANTONMENT | 32533 | 5 | 25258 | 0.58 |
| 499 | HC/LI | GBD | MU-S | 111N314000002005 | INTERNATIONAL PAPER COMPANY | 300 BLK MUSCOGEE RD | CANTONMENT | 32533 | 5 | 25372 | 0.58 |
| 500 | HC/LI | GBD | MU-S | 111N314000002002 | INTERNATIONAL PAPER COMPANY | 272 MUSCOGEE RD | CANTONMENT | 32533 | 5 | 25671 | 0.59 |
| 501 | HC/LI | C-2 | MU-S | 252S312303000001 | BARNES CO OF NW FL INC | 11335 LILLIAN HWY | PENSACOLA | 32506 | 1 | 27952 | 0.64 |
| 502 | HC/LI | GBD | MU-S | 111N314000001005 | DAWSON CALVIN TRUSTEE | 296 MUSCOGEE RD | CANTONMENT | 32533 | 5 | 28360 | 0.65 |
| 503 | HC/LI | GBD | MU-S | 211N301202007001 | NORWOOD STUCCO INC | 2991 S HIGHWAY 29 | CANTONMENT | 32533 | 5 | 28618 | 0.66 |
| 504 | HC/LI | GBD | MU-S | 111N312301000000 | JOHNSON WILLIAM R | 800 BLK HIGHWAY 95-A NORTH | CANTONMENT | 32533 | 5 | 28862 | 0.66 |
| 505 | HC/LI | GBD | MU-S | 031N314201000002 | ERIC GLEATON RENTALS LLC | 733 NEAL RD | CANTONMENT | 32533 | 5 | 29394 | 0.67 |
| 506 | HC/LI | C-2 | MU-S | 252S312101000009 | BROCK ALLIDIANNE K & | 500 BLK NIX RD | PENSACOLA | 32506 | 1 | 29469 | 0.68 |
| 507 | HC/LI | C-2 | MU-S | 153S311001014003 | PEOPLES WATER SERVICE CO OF FL INC | 9260 GULF BEACH HWY | PENSACOLA | 32507 | 2 | 29885 | 0.69 |
| 508 | HC/LI | C-2 | MU-S | 252S311103000200 | ESCAMBIA COUNTY | 742 BUCKSAW DR | PENSACOLA | 32506 | 1 | 30025 | 0.69 |
| 509 | HC/LI | GBD | MU-S | 211N301202005001 | COASTAL EQUIPMENT SUPPLY INC | 2987 HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 30481 | 0.70 |
| 510 | HC/LI | GID | MU-S | 211N304400000170 | FAIRFIELD PROPERTIES LLC | 3200 S HIGHWAY 95-A | CANTONMENT | 32533 | 5 | 30490 | 0.70 |
| 511 | HC/LI | C-2 | MU-S | 262S311000000017 | WAGNER JACOB D & | 830 MIRAMAR DR | PENSACOLA | 32506 | 1 | 30576 | 0.70 |
| 512 | HC/LI | GBD | MU-S | 111N312202000002 | JOHNSON WILLIAM R | 803 HIGHWAY 95-A NORTH | CANTONMENT | 32533 | 5 | 30581 | 0.70 |
| 513 | HC/LI | GBD | MU-S | 111N312305001001 | MAGOULAS DEMETRIOS & | HIGHWAY 29 NORTH | CANTONMENT | 32533 | 5 | 30639 | 0.70 |
| 514 | HC/LI | GBD | MU-S | 201N302206000001 | CLAY LARRY J SR & CLAY SHAWNDRA P | 1400 TATE SCHOOL RD | CANTONMENT | 32533 | 5 | 30763 | 0.71 |
| 515 | HC/LI | C-2 | MU-S | 021S314107000001 | CHANCELLOR MALCOLM | 4088 HIGHWAY 297-A | CANTONMENT | 32533 | 5 | 31052 | 0.71 |
| 516 | HC/LI | GID | MU-S | 262N313302000000 | ********** | ********** * | * | * | 5 | 31411 | 0.72 |
| 517 | HC/LI | GID | MU-S | 211N301201000004 | FRIER WAYNE HOME CENTER OF PENSACOLA INC | 2800 BLK HIGHWAY 95-A SOUTH | CANTONMENT | 32533 | 5 | 31500 | 0.72 |
| 518 | HC/LI | GBD | MU-S | 211N302101002003 | ENVIRONMENTAL CARE INC OF PENSACOLA | 2629 HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 32508 | 0.75 |
| 519 | HC/LI | GBD | MU-S | 111N311000001060 | INTERNATIONAL PAPER COMPANY | 390 N HIGHWAY 29 | CANTONMENT | 32533 | 5 | 32832 | 0.75 |
| 520 | HC/LI | GBD | MU-S | 111N312304000005 | HARRIS CHARLES T & | 98 MORRIS AVE | CANTONMENT | 32533 | 5 | 33063 | 0.76 |
| 521 | HC/LI | C-2 | MU-S | 252S312400430004 | AMERICAN FIDELITY LIFE INSURANCE COMPANY | HERONS BAYOU S/D | PENSACOLA | 32506 | 1 | 33439 | 0.77 |
| 522 | HC/LI | GBD | MU-S | 111N314000002004 | INTERNATIONAL PAPER COMPANY | | CANTONMENT | 32533 | 5 | 34223 | 0.79 |
| 523 | HC/LI | C-2 | MU-S | 252S311200001009 | WARD JASON WAYNE & | 680 RIOLA PL | PENSACOLA | 32506 | 1 | 35270 | 0.81 |
| 524 | HC/LI | GBD | MU-S | 111N314000003005 | INTERNATIONAL PAPER COMPANY | 300 BLK MUSCOGEE RD | CANTONMENT | 32533 | 5 | 35506 | 0.82 |
| 525 | HC/LI | C-2 | MU-S | 252S311103001200 | ESCAMBIA COUNTY | | PENSACOLA | 32506 | 1 | 35591 | 0.82 |
| 526 | HC/LI | GID | MU-S | 211N304400000150 | JUDSON RICHARD L JR | 3100 BLK HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 35653 | 0.82 |
| 527 | HC/LI | GBD | MU-S | 021N313104000000 | COTTAGE HILL ASSEMBLY OF GOD INC | NEAL RD | CANTONMENT | 32533 | 5 | 35680 | 0.82 |
| 528 | HC/LI | GID | MU-S | 211N304400000130 | 3179 GATEWAY LANE LLC | 3179 GATEWAY LN | CANTONMENT | 32533 | 5 | 35964 | 0.83 |
| 529 | HC/LI | GBD | MU-S | 031N314401000004 | HARRIS MARY ANN | 807 N HIGHWAY 29 | CANTONMENT | 32533 | 5 | 35984 | 0.83 |
| 530 | HC/LI | GID | MU-S | 211N301201000005 | FRIER WAYNE HOME CENTER OF PENSACOLA INC | 2100 BLK ROBERTS RD | CANTONMENT | 32533 | 5 | 36383 | 0.84 |
| 531 | HC/LI | GID | MU-S | 211N304400000020 | NISEWONGER DAVID D | 3150 SOUTH HWY 95A | CANTONMENT | 32533 | 5 | 37152 | 0.85 |

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| 532 | HC/LI | GID | MU-S | 201N303400000000 | COMMSTRUCTURES INC | 101 E ROBERTS RD | PENSACOLA | 32534 | 5 | 38142 | 0.88 |
| 533 | HC/LI | GBD | MU-S | 211N301201000002 | O DANIEL ALLISON A JR 1/3 INT & | 2625 S HIGHWAY 29 | CANTONMENT | 32533 | 5 | 38939 | 0.89 |
| 534 | HC/LI | GBD | MU-S | 111N312304000004 | HOLT PATRICIA D | 500 HIGHWAY 29 NORTH | CANTONMENT | 32533 | 5 | 38994 | 0.90 |
| 535 | HC/LI | GBD | MU-S | 031N314401001003 | WOOD ROGER L & KAREN E | 980 HIGHWAY 29 NORTH | CANTONMENT | 32533 | 5 | 39260 | 0.90 |
| 536 | HC/LI | GID | MU-S | 211N304400000050 | THOMPSON WILLIAM D | 3162 GATEWAY LN | CANTONMENT | 32533 | 5 | 39493 | 0.91 |
| 537 | HC/LI | GBD | MU-S | 021N312401000000 | HAVARD WILLIAM R | 1451 HIGHWAY 95-A | CANTONMENT | 32533 | 5 | 39750 | 0.91 |
| 538 | HC/LI | GID | MU-S | 211N304400000030 | CREATIVE FLOORING OF PENSACOLA INC | 3154 GATEWAY LN | CANTONMENT | 32533 | 5 | 39905 | 0.92 |
| 539 | HC/LI | GID | MU-S | 211N304400000040 | AUSANDEL | 3158 GATEWAY LN | CANTONMENT | 32533 | 5 | 39964 | 0.92 |
| 540 | HC/LI | GID | MU-S | 211N301201000000 | HUAL ELECTRIC INC | 2613 HIGHWAY 95-A SOUTH | CANTONMENT | 32533 | 5 | 40046 | 0.92 |
| 541 | HC/LI | GID | MU-S | 211N304400000180 | JERNIGAN CRAIG ENTERPRISES LLC | 3155 GATEWAY LN | CANTONMENT | 32533 | 5 | 40787 | 0.94 |
| 542 | HC/LI | GID | MU-S | 211N304400000090 | HORST INC | 3178 GATEWAY LN | CANTONMENT | 32533 | 5 | 41396 | 0.95 |
| 543 | HC/LI | GID | MU-S | 211N304400000080 | HORST INC | 3174 GATEWAY LN | CANTONMENT | 32533 | 5 | 41421 | 0.95 |
| 544 | HC/LI | GBD | MU-S | 111N312306000000 | GRAY CALVIN R & | 623 HIGHWAY95 A | CANTONMENT | 32533 | 5 | 41843 | 0.96 |
| 545 | HC/LI | GID | MU-S | 211N304400000010 | K BERGER PROPERTIES LLC | 3140 S HIGHWAY 95A | CANTONMENT | 32533 | 5 | 41943 | 0.96 |
| 546 | HC/LI | GID | MU-S | 211N301201002001 | MOORE JOHN M & RUTH ELAINE | 1945 E ROBERTS RD | PENSACOLA | 32534 | 5 | 41993 | 0.96 |
| 547 | HC/LI | C-2 | MU-S | 182S311400001004 | FIL AM MISSIONARY BAPTIST CHURCH INC | 1041 BLUE ANGEL PKWY | PENSACOLA | 32506 | 1 | 42028 | 0.96 |
| 548 | HC/LI | GBD | MU-S | 031N314101000006 | BROWN NORMAN O & JACQUELINE M | 597 NEAL RD | CANTONMENT | 32533 | 5 | 42215 | 0.97 |
| 549 | HC/LI | C-2 | MU-S | 342S301220012122 | LEMAY MARISHA LYANNE KNIGHT | 5135 W FAIRFIELD DR | PENSACOLA | 32506 | 2 | 42398 | 0.97 |
| 550 | HC/LI | GBD | MU-S | 211N302101000003 | BARNES WILLIAM T | 2623 HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 42476 | 0.98 |
| 551 | HC/LI | GBD | MU-S | 141N311001004003 | CSX TRANSPORTATION, INC. | HIGHWAY 29 NORTH | CANTONMENT | 32533 | 5 | 42925 | 0.99 |
| 552 | HC/LI | C-2 | MU-S | 242S312101002001 | AFFINITY ELEVATOR COMPANY LLC | HIGHWAY 98 W | PENSACOLA | 32506 | 1 | 42934 | 0.99 |
| 553 | HC/LI | GBD | MU-S | 021N312406000003 | GODWIN MARY | 1297 N HWY 95 A | CANTONMENT | 32533 | 5 | 42980 | 0.99 |
| 554 | HC/LI | GBD | MU-S | 021N312406000001 | WHITEHEAD JAMES L & | 1375 HIGHWAY 95-A NORTH | CANTONMENT | 32533 | 5 | 43249 | 0.99 |
| 555 | HC/LI | GBD | MU-S | 021N312406000002 | SANDERS SADIE B | 1293 HIGHWAY 95-A NORTH | CANTONMENT | 32533 | 5 | 43353 | 1.00 |
| 556 | HC/LI | GBD | MU-S | 031N314101000007 | NELLUMS ROBERT EARL | 605 NEAL RD | CANTONMENT | 32533 | 5 | 43560 | 1.00 |
| 557 | HC/LI | GID | MU-S | 211N304400000100 | GREY WELL LLC | 3182 GATEWAY LN | CANTONMENT | 32533 | 5 | 43564 | 1.00 |
| 558 | HC/LI | C-2 | MU-S | 352S303100002001 | GRACE ASSEMBLY OF GOD MYRTLE GROVE INC | 6117 W FAIRFIELD DR | PENSACOLA | 32506 | 2 | 43610 | 1.00 |
| 559 | HC/LI | GBD | MU-S | 031N311102000007 | DANIEL FAMILY PROPERTY LLC | 1200 BLK PHALROSE | CANTONMENT | 32533 | 5 | 44052 | 1.01 |
| 560 | HC/LI | GBD | MU-S | 031N311102000006 | KELLY MILDRED | 630 NEAL RD | CANTONMENT | 32533 | 5 | 44185 | 1.01 |
| 561 | HC/LI | GBD | MU-S | 031N311102000029 | HELMS JAMES R & | 570 NEAL RD | CANTONMENT | 32533 | 5 | 44225 | 1.02 |
| 562 | HC/LI | GBD | MU-S | 031N311102000030 | WALKER JAMES B | 1270 PHALROSE LN | CANTONMENT | 32533 | 5 | 44225 | 1.02 |
| 563 | HC/LI | GBD | MU-S | 031N311102000026 | NELLUMS CARL P | 470 NEAL RD | CANTONMENT | 32533 | 5 | 44226 | 1.02 |
| 564 | HC/LI | GBD | MU-S | 031N311102001024 | DANIEL FAMILY PROPERTY | 450 NEAL RD | CANTONMENT | 32533 | 5 | 44226 | 1.02 |
| 565 | HC/LI | C-2 | MU-S | 021S311201000620 | CRIBB ERNEST T II & | 3999 HIGHWAY 297-A | CANTONMENT | 32533 | 5 | 44457 | 1.02 |
| 566 | HC/LI | C-2 | MU-S | 242S313201002002 | SPAULDING ROSEMARY LASHER | 1000 DOG TRACK RD | PENSACOLA | 32506 | 1 | 44846 | 1.03 |
| 567 | HC/LI | C-2 | MU-S | 332S312000371026 | STRUCK JANET B & | 9106 GULF BEACH HWY | PENSACOLA | 32507 | 2 | 45710 | 1.05 |
| 568 | HC/LI | GID | MU-S | 211N304400000120 | SCHWARTZ HARRY H & PAMELA B | 3185 GATEWAY LN | CANTONMENT | 32533 | 5 | 46847 | 1.08 |
| 569 | HC/LI | C-2 | MU-S | 242S311101003001 | ANDRESS SALLY LOU TRUSTEES FOR ANDRESS ANDY & | STATE RD 298-B | PENSACOLA | 32506 | 1 | 47796 | 1.10 |

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| 570 | HC/LI | GBD | MU-S | 021N311204000000 | COTTAGE HILL WATER WORKS INC | 16 WILLIAMS DITCH RD | CANTONMENT | 32533 | 5 | 49390 | 1.13 |
| 571 | HC/LI | GID | MU-S | 211N304400000140 | BASS WILLIAM H | 3100 BLK HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 50013 | 1.15 |
| 572 | HC/LI | C-2 | MU-S | 242S313201001002 | KLOCKENKEMPER MARY LOU 1/3 INT | 1000 BLK DOG TRACK RD | PENSACOLA | 32506 | 1 | 50140 | 1.15 |
| 573 | HC/LI | C-2 | MU-S | 252S311102000003 | MILLVIEW PHASE 3 LLC | HWY 98 WEST DOG TRACK RD | PENSACOLA | 32506 | 1 | 50653 | 1.16 |
| 574 | HC/LI | C-2 | MU-S | 242S311101002001 | CITIMORTGAGE INC | HIGHWAY 98 | PENSACOLA | 32506 | 1 | 51085 | 1.17 |
| 575 | HC/LI | GID | MU-S | 211N304400000070 | THOMAS HOME CORPORATION | 3170 GATEWAY LN | CANTONMENT | 32533 | 5 | 51624 | 1.19 |
| 576 | HC/LI | GBD | MU-S | 111N314000001003 | INTERNATIONAL PAPER COMPANY | 282 MUSCOGEE RD | CANTONMENT | 32533 | 5 | 53784 | 1.23 |
| 577 | HC/LI | GBD | MU-S | 211N304203000000 | BARNES DONNIE G TRUSTEE | 3197 HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 54428 | 1.25 |
| 578 | HC/LI | C-2 | MU-S | 262S311500023014 | RELIANT CONTRACTORS INC | CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 55230 | 1.27 |
| 579 | HC/LI | C-2 | MU-S | 242S313201009002 | BEHNKE PAUL & | DOG TRACK RD | PENSACOLA | 32506 | 1 | 55336 | 1.27 |
| 580 | HC/LI | GID | MU-S | 211N304400000110 | HIATT MISTY LYNNE | 3186 GATEWAY LN | CANTONMENT | 32533 | 5 | 58049 | 1.33 |
| 581 | HC/LI | GBD | MU-S | 211N304301003001 | KINGLINE EQUIPMENT INC | 3297 HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 58484 | 1.34 |
| 582 | HC/LI | GBD | MU-S | 111N312310000001 | JCKS ENTERPRISES LLC | HIGHWAY 29 | CANTONMENT | 32533 | 5 | 58725 | 1.35 |
| 583 | HC/LI | GID | MU-S | 211N304400000060 | MONTGOMERY RONALD D & | 3166 GATEWAY LN | CANTONMENT | 32533 | 5 | 59680 | 1.37 |
| 584 | HC/LI | ID-CP | MU-S | 071S311101001004 | FSC DG PENSACOLA FL LLC | 5955 W NINE MILE RD | PENSACOLA | 32526 | 1 | 61250 | 1.41 |
| 585 | HC/LI | GBD | MU-S | 211N304202000000 | BARNES DONNIE G TRUSTEE | 3149 HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 61838 | 1.42 |
| 586 | HC/LI | C-2 | MU-S | 332S311000002055 | ********** | ********** * | * | * | 2 | 61857 | 1.42 |
| 587 | HC/LI | C-2 | MU-S | 252S311102000010 | ELANDRAUS LLC | HIGHWAY 98 DOG TRACK RD | PENSACOLA | 32506 | 1 | 62863 | 1.44 |
| 588 | HC/LI | ID-CP | MU-S | 071S311101000006 | JUNIOR FOOD STORES OF WEST FLORIDA INC | | PENSACOLA | 32526 | 1 | 63355 | 1.45 |
| 589 | HC/LI | GBD | MU-S | 021N313101000004 | DANIEL TIMOTHY M & TERESA R | 391 NEAL RD | CANTONMENT | 32533 | 5 | 65322 | 1.50 |
| 590 | HC/LI | GBD | MU-S | 211N304202000001 | SPARKS JACK W & CHERI LYNN | 3101 HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 65587 | 1.51 |
| 591 | HC/LI | GBD | MU-S | 211N304102000005 | SPARKS JACK W & CHERI L | 10400 BLK HIGHWAY 29 | CANTONMENT | 32533 | 5 | 65991 | 1.51 |
| 592 | HC/LI | GBD | MU-S | 021N313101001004 | ENGLISH GREGORY S & LINDA J | 355 NEAL RD | CANTONMENT | 32533 | 5 | 66303 | 1.52 |
| 593 | HC/LI | C-2 | MU-S | 332S311000002048 | HOGUE JENNIFER M 50% INT | 9026 GULF BEACH HWY | PENSACOLA | 32507 | 2 | 66887 | 1.54 |
| 594 | HC/LI | ID-CP | MU-S | 141N311001005002 | BPC OF NW FLORIDA LLC | 95 STONE BLVD | CANTONMENT | 32533 | 5 | 66908 | 1.54 |
| 595 | HC/LI | GBD | MU-S | 021N313101000005 | MCKINNEY MARK S & LISA J | 335 NEAL RD | CANTONMENT | 32533 | 5 | 67284 | 1.54 |
| 596 | HC/LI | GBD | MU-S | 021N313101000006 | LOLLIE EDNA J | 273 NEAL RD | CANTONMENT | 32533 | 5 | 69080 | 1.59 |
| 597 | HC/LI | GID | MU-S | 211N301301000014 | HENRY THOMAS A | 2900 BLK HIGHWAY 95A SOUTH | CANTONMENT | 32533 | 5 | 69190 | 1.59 |
| 598 | HC/LI | GBD | MU-S | 211N304301000002 | THOMPSON C W & | 3397 HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 70414 | 1.62 |
| 599 | HC/LI | C-2 | MU-S | 152S311100000003 | PRESERVE AT CROWN POINTE | CROWN POINTE BLVD OFF OF | PENSACOLA | 32506 | 1 | 72845 | 1.67 |
| 600 | HC/LI | C-2 | MU-S | 242S313201004002 | LYNCH LUCILLE METKE | 1020 DOG TRACK RD | PENSACOLA | 32506 | 1 | 72911 | 1.67 |
| 601 | HC/LI | GBD | MU-S | 111N312305003001 | ESCAMBIA COUNTY | 2 WOODLAND AVE | CANTONMENT | 32533 | 5 | 73483 | 1.69 |
| 602 | HC/LI | GBD | MU-S | 021N313105000002 | STEADHAM SCOTT & | 195 NEAL RD | CANTONMENT | 32533 | 5 | 73766 | 1.69 |
| 603 | HC/LI | GID | MU-S | 211N301201001001 | MOORE JOHN M & RUTH ELAINE | 1945 E ROBERTS RD | PENSACOLA | 32534 | 5 | 73903 | 1.70 |
| 604 | HC/LI | C-2 | MU-S | 221S314102010003 | TULLOS SCARLETT STACEY | 7290 SPARSHOTT DR | PENSACOLA | 32526 | 1 | 74012 | 1.70 |
| 605 | HC/LI | GBD | MU-S | 111N312304000000 | MIDLAM SANDRA A TRUSTEE FOR | 600 BLK HIGHWAY 29 NORTH | CANTONMENT | 32533 | 5 | 74088 | 1.70 |
| 606 | HC/LI | C-2 | MU-S | 242S313201006002 | BORG KENNETH E | 1010 DOG TRACK RD | PENSACOLA | 32506 | 1 | 74999 | 1.72 |
| 607 | HC/LI | C-2 | MU-S | 242S313201003002 | DEAN KIMBERLY | 1016 DOG TRACK RD | PENSACOLA | 32506 | 1 | 75005 | 1.72 |

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| 608 | HC/LI | C-2 | MU-S | 242S313201005002 | LINSANGAN PAQUITO D & NARCISA O | 1000 BLK DOG TRACK RD | PENSACOLA | 32506 | 1 | 75014 | 1.72 |
| 609 | HC/LI | GBD | MU-S | 211N304301000001 | BUTLER STEVEN L & PAMELA M | 3311 HIGHWAY 29 NORTH | CANTONMENT | 32533 | 5 | 76071 | 1.75 |
| 610 | HC/LI | GBD | MU-S | 021N312406000000 | SANDERS SADIE B | 1200 BLK N HIGHWAY 95A | CANTONMENT | 32533 | 5 | 76282 | 1.75 |
| 611 | HC/LI | GBD | MU-S | 111N312310000000 | JJSS CANTONMENT LLC | 710 HIGHWAY 29N | CANTONMENT | 32533 | 5 | 77516 | 1.78 |
| 612 | HC/LI | GBD | MU-S | 211N301301000007 | KEMP PROPERTIES LP | 3005 HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 77917 | 1.79 |
| 613 | HC/LI | GBD | MU-S | 031N314401000012 | JERNIGAN GLEN M & LOUISE W | 100 BLK HARVEST HILL DR | CANTONMENT | 32533 | 5 | 78176 | 1.79 |
| 614 | HC/LI | GBD | MU-S | 031N314401002003 | SAND & DIRT INC | | CANTONMENT | 32533 | 5 | 79981 | 1.84 |
| 615 | HC/LI | ID-CP | MU-S | 141N311001007002 | 85 STONE LLC | 85 STONE BLVD | CANTONMENT | 32533 | 5 | 80304 | 1.84 |
| 616 | HC/LI | C-2 | MU-S | 252S311102000010 | ELANDRAUS LLC | HIGHWAY 98 DOG TRACK RD | PENSACOLA | 32506 | 1 | 80306 | 1.84 |
| 617 | HC/LI | R-R | MU-S | 081S311301000000 | NAVY FEDERAL CREDIT UNION | NINE MILE RD OFF | PENSACOLA | 32526 | 1 | 80314 | 1.84 |
| 618 | HC/LI | C-2 | MU-S | 242S311101007001 | HERITAGE LAKES TOWNHOUSE ASSOC INC | 10075 US HWY 98 | PENSACOLA | 32506 | 1 | 80653 | 1.85 |
| 619 | HC/LI | GBD | MU-S | 211N304301000000 | EMERALD COAST UTILITIES AUTHORITY | 10411 HIGHWAY 95-A SOUTH | CANTONMENT | 32533 | 5 | 81409 | 1.87 |
| 620 | HC/LI | ID-1 | MU-S | 141N301000002001 | VALVE TECHNOLOGY SERVICES INC | 2898 OLD CHEMSTRAND RD | CANTONMENT | 32533 | 5 | 82420 | 1.89 |
| 621 | HC/LI | C-2 | MU-S | 262S310950000027 | AMSOUTH | CASTLE POINTE WAY | PENSACOLA | 32506 | 1 | 86048 | 1.98 |
| 622 | HC/LI | GBD | MU-S | 021N312442000000 | LEHMANN LANCE | 20 COTTAGE HILL RD | CANTONMENT | 32533 | 5 | 86657 | 1.99 |
| 623 | HC/LI | GBD | MU-S | 031N311102000028 | BARNES NORMA M NELLUMS | 550 NEAL RD A | CANTONMENT | 32533 | 5 | 88450 | 2.03 |
| 624 | HC/LI | GBD | MU-S | 031N314101000004 | MEREDITH DENNIS G | 1000 BLK N HIGHWAY 29 | CANTONMENT | 32533 | 5 | 88673 | 2.04 |
| 625 | HC/LI | GBD | MU-S | 031N314101000002 | NELLUMS ROBERT EARL | 1170 HIGHWAY 29 NORTH | CANTONMENT | 32533 | 5 | 89836 | 2.06 |
| 626 | HC/LI | C-2 | MU-S | 242S311101012001 | MOONEY JAMES E & | 9951 HIGHWAY 98 W | PENSACOLA | 32506 | 1 | 92731 | 2.13 |
| 627 | HC/LI | ID-CP | MU-S | 141N311001008002 | BPC OF NW FLORIDA LLC | 1ST BLK STONE BLVD | CANTONMENT | 32533 | 5 | 93722 | 2.15 |
| 628 | HC/LI | C-2 | MU-S | 242S313201008002 | MCELHANY BRODY J & | 1004 DOG TRACK RD | PENSACOLA | 32506 | 1 | 94859 | 2.18 |
| 629 | HC/LI | GID | MU-S | 211N301202002001 | HEATH ROBERT A | 2690 HIGHWAY 95A SOUTH | CANTONMENT | 32533 | 5 | 94905 | 2.18 |
| 630 | HC/LI | GBD | MU-S | 031N314101000005 | R & Y HOWELL PROPERTIES INC | 1095 HIGHWAY 29 NORTH LOT 5 | CANTONMENT | 32533 | 5 | 95138 | 2.18 |
| 631 | HC/LI | GID | MU-S | 211N301201000003 | FRIER WAYNE HOME CENTER OF PENSACOLA INC | 2600 S HIGHWAY 95-A | CANTONMENT | 32533 | 5 | 95632 | 2.20 |
| 632 | HC/LI | GID | MU-S | 211N304102000003 | SHIVER FREDDIE R | 3060 HIGHWAY 95A SOUTH | CANTONMENT | 32533 | 5 | 96173 | 2.21 |
| 633 | HC/LI | GBD | MU-S | 261N312001003001 | MCCULLERS JASON E & CARLEE S | 1348 TATE SCHOOL RD | CANTONMENT | 32533 | 5 | 98384 | 2.26 |
| 634 | HC/LI | GBD | MU-S | 211N304204000000 | KINGLINE EQUIPMENT INC | 3221 HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 100829 | 2.31 |
| 635 | HC/LI | ID-CP | MU-S | 111N311000000046 | SCHWARTZ DAVID L & MELINDA W | BECKS LAKE RD | CANTONMENT | 32533 | 5 | 101666 | 2.33 |
| 636 | HC/LI | GID | MU-S | 352N312100001001 | HONEYCOMB AIRCRAFT REPAIR CENTER LLC | 1 QUINTETTE RD | CANTONMENT | 32533 | 5 | 101793 | 2.34 |
| 637 | HC/LI | GBD | MU-S | 031N314103000001 | CANTONMENT CHURCH OF CHRIST INC | NEAL RD AT U S 29 | CANTONMENT | 32533 | 5 | 102244 | 2.35 |
| 638 | HC/LI | GBD | MU-S | 031N311102000002 | KRIEGELS PRODUCTS REALTY INC | 1310 N HWY 29 | CANTONMENT | 32533 | 5 | 102290 | 2.35 |
| 639 | HC/LI | GBD | MU-S | 021N312405000001 | TIPTON HAROLD S & | | CANTONMENT | 32533 | 5 | 103029 | 2.37 |
| 640 | HC/LI | C-2 | MU-S | 252S312101000011 | YOUNG SCOTT A | LILLIAN HWY | PENSACOLA | 32506 | 1 | 104893 | 2.41 |
| 641 | HC/LI | GBD | MU-S | 111N312309000000 | SCHOENFELD RON MONTE | 700 BLK N HIGHWAY 29 | CANTONMENT | 32533 | 5 | 105343 | 2.42 |
| 642 | HC/LI | GBD | MU-S | 021N313105000001 | ENGLISH MARILYN M & | 211 NEAL RD | CANTONMENT | 32533 | 5 | 105647 | 2.43 |
| 643 | HC/LI | C-2 | MU-S | 342S301220011122 | KNIGHT GEORGE E & MARIA B | 5135 W FAIRFIELD DR | PENSACOLA | 32506 | 2 | 108253 | 2.49 |
| 644 | HC/LI | C-2 | MU-S | 252S311431000001 | ETHEREDGE SHIRLEY A | 952 DOG TRACK RD | PENSACOLA | 32506 | 1 | 110720 | 2.54 |
| 645 | HC/LI | GBD | MU-S | 211N302101000000 | EXTREME PUMPING AND SEPTIC LLC | 2611 HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 111522 | 2.56 |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 646 | HC/LI | GBD | MU-S | 031N314401000003 | LARRY O AND JANICE E PITTMAN LLC | 990 HIGHWAY 29 NORTH | CANTONMENT | 32533 | 5 | 111825 | 2.57 |
| 647 | HC/LI | ID-1 | MU-S | 241N302002000000 | GULF POWER CO | GREENBRIER BLVD | PENSACOLA | 32514 | 5 | 112627 | 2.59 |
| 648 | HC/LI | ID-CP | MU-S | 111N311000003050 | EMERALD COAST UTILITIES AUTHORITY | 325 BECKS LAKE RD | CANTONMENT | 32533 | 5 | 113267 | 2.60 |
| 649 | HC/LI | GBD | MU-S | 021N312301000000 | GOODWIN TRACI | 1475 HIGHWAY 95-A NORTH | CANTONMENT | 32533 | 5 | 114609 | 2.63 |
| 650 | HC/LI | GBD | MU-S | 111N312302001001 | TERHAAR & CRONLEY | 700 BLK HIGHWAY 29 NORTH | CANTONMENT | 32533 | 5 | 122551 | 2.81 |
| 651 | HC/LI | GBD | MU-S | 021N313101000000 | DICKERSON ACIE RAY | 409 NEAL RD | CANTONMENT | 32533 | 5 | 126162 | 2.90 |
| 652 | HC/LI | GBD | MU-S | 211N301303000000 | SPARKS JACK W & CHERI L | 3091 HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 127176 | 2.92 |
| 653 | HC/LI | GID | MU-S | 201N304300000000 | SPARKS JACK W & | 100 E ROBERTS RD | PENSACOLA | 32534 | 5 | 132257 | 3.04 |
| 654 | HC/LI | C-2 | MU-S | 252S311102000010 | ELANDRAUS LLC | HIGHWAY 98 DOG TRACK RD | PENSACOLA | 32506 | 1 | 134984 | 3.10 |
| 655 | HC/LI | C-2 | MU-S | 252S312301000000 | FALGUERA CECILIA M TRUSTEE FOR | LILLIAN HWY | PENSACOLA | 32506 | 1 | 135689 | 3.11 |
| 656 | HC/LI | C-2 | MU-S | 221S314102000002 | SPARSHOTT NANCY VIRGINIA & | 7215 MOBILE HWY | PENSACOLA | 32526 | 1 | 137273 | 3.15 |
| 657 | HC/LI | GID | MU-S | 211N304400000200 | ESCAMBIA COUNTY | 3100 BLK GATEWAY LN | CANTONMENT | 32533 | 5 | 141454 | 3.25 |
| 658 | HC/LI | ID-CP | MU-S | 071S311101000000 | B&E HOLDINGS LLC | 5900 BLK NINE MILE RD | PENSACOLA | 32526 | 1 | 147199 | 3.38 |
| 659 | HC/LI | GID | MU-S | 211N301202000002 | REYNOLDS READY MIX LLC | 3008 HIGHWAY 95-A | CANTONMENT | 32533 | 5 | 150598 | 3.46 |
| 660 | HC/LI | GBD | MU-S | 261N312001002001 | PRATHER BARBARA A 3/4 INT & | 1601 HIGHWAY 29 SOUTH | CANTONMENT | 32533 | 5 | 150852 | 3.46 |
| 661 | HC/LI-NA | C-2NA | MU-S | 192S313202001001 | CHELICO ROBERT J | 1100 N BLUE ANGEL PKWY | PENSACOLA | 32506 | 1 | 152386 | 3.50 |
| 662 | HC/LI | C-2 | MU-S | 242S311101014001 | RUPERT ANGUS H & REGINA R | 10085 W HIGHWAY 98 | PENSACOLA | 32506 | 1 | 153131 | 3.52 |
| 663 | HC/LI | C-2 | MU-S | 242S311101010001 | MOONEY JAMES E & | 10000 BLK HIGHWAY 98 W | PENSACOLA | 32506 | 1 | 157467 | 3.61 |
| 664 | HC/LI | GID | MU-S | 211N301202003001 | CMH HOMES INC | 2848 S HIGHWAY 95A | CANTONMENT | 32533 | 5 | 158048 | 3.63 |
| 665 | HC/LI | GID | MU-S | 352N312100000001 | PENSACOLA ENGINEERING INC | 5 E QUINTETTE RD | CANTONMENT | 32533 | 5 | 162733 | 3.74 |
| 666 | HC/LI | GID | MU-S | 201N303101000000 | PLASTIC COATED PAPERS INC | 1735 E KINGSFIELD RD | PENSACOLA | 32534 | 5 | 171372 | 3.93 |
| 667 | HC/LI | GBD | MU-S | 031N314201000000 | NEAL JANICE L EST OF | 741 NEAL RD | CANTONMENT | 32533 | 5 | 172814 | 3.97 |
| 668 | HC/LI | C-2 | MU-S | 252S312202002001 | ESCAMBIA INC 1/2 INT | | PENSACOLA | 32506 | 1 | 177720 | 4.08 |
| 669 | HC/LI | GID | MU-S | 201N303101000002 | PLASTIC COATED PAPERS INC | E KINGSFIELD RD | PENSACOLA | 32534 | 5 | 178940 | 4.11 |
| 670 | HC/LI | GBD | MU-S | 211N301202004001 | JARRELL KENNETH S | 2900 BLK S HIGHWAY 29 N | CANTONMENT | 32533 | 5 | 181236 | 4.16 |
| 671 | HC/LI | GBD | MU-S | 021N312408000002 | DANIEL GLENNIE M | 400 BLK NEAL RD | CANTONMENT | 32533 | 5 | 184612 | 4.24 |
| 672 | HC/LI | GBD | MU-S | 021N312404000000 | TIPTON HAROLD & | 1405 HIGHWAY 95-A NORTH | CANTONMENT | 32533 | 5 | 186651 | 4.28 |
| 673 | HC/LI | GBD | MU-S | 021N313105000000 | ASSEMBLY OF GOD | 1173 HIGHWAY 95-A | CANTONMENT | 32533 | 5 | 186968 | 4.29 |
| 674 | HC/LI | GBD | MU-S | 111N312302000000 | BORELLI ANTHONY | 700 BLK HIGHWAY 29 NORTH | CANTONMENT | 32533 | 5 | 188434 | 4.33 |
| 675 | HC/LI | C-2 | MU-S | 242S311101009003 | RUPERT HOLDINGS LLC | 10081 W HIGHWAY 98 | PENSACOLA | 32506 | 1 | 191128 | 4.39 |
| 676 | HC/LI | GID | MU-S | 201N303101000001 | PLASTIC COATED PAPERS INC | 1701 E KINGSFIELD RD | PENSACOLA | 32534 | 5 | 195501 | 4.49 |
| 677 | HC/LI | GBD | MU-S | 031N314103001001 | WHITE SHEILA D | US 29 NORTH | CANTONMENT | 32533 | 5 | 197115 | 4.53 |
| 678 | HC/LI-NA | C-2NA | MU-S | 192S313202001001 | CHELICO ROBERT J | 1100 N BLUE ANGEL PKWY | PENSACOLA | 32506 | 1 | 205123 | 4.71 |
| 679 | HC/LI | GBD | MU-S | 111N312302003001 | JALUIT PROPERTIES LLC | 736 HIGHWAY 29 NORTH | CANTONMENT | 32533 | 5 | 209883 | 4.82 |
| 680 | HC/LI | C-2 | MU-S | 242S311101011001 | STRUCK JAMES W & | 10000 BLK AILERON AVE | PENSACOLA | 32506 | 1 | 209994 | 4.82 |
| 681 | HC/LI | C-2 | MU-S | 242S311101009001 | JOHNSTON REBECCA | HIGHWAY 98 | PENSACOLA | 32506 | 1 | 211820 | 4.86 |
| 682 | HC/LI | GBD | MU-S | 031N314300000005 | PITTMAN LARRY O & JANICE E | 1000 BLK HIGHWAY 29 | CANTONMENT | 32533 | 5 | 211903 | 4.86 |
| 683 | HC/LI | GID | MU-S | 201N304201003001 | NELSON JAMES D | 1920 E ROBERTS RD | PENSACOLA | 32534 | 5 | 217563 | 4.99 |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| 684 | HC/LI | GBD | MU-S | 141N311007002013 | GLEATON ERIC | 1698 NORTH TATE SCHOOL RD | CANTONMENT | 32533 | 5 | 223491 | 5.13 |
| 685 | HC/LI | C-2 | MU-S | 242S312201000000 | AFFINITY ELEVATOR COMPANY LLC | | PENSACOLA | 32506 | 1 | 229986 | 5.28 |
| 686 | HC/LI | GBD | MU-S | 021N312408000003 | EVANS RICK & | 400 NEAL RD | CANTONMENT | 32533 | 5 | 232799 | 5.34 |
| 687 | HC/LI | GBD | MU-S | 021N312408000001 | MCKINNEY EARL RAY & | 1275 N HIGHWAY 95-A | CANTONMENT | 32533 | 5 | 233684 | 5.36 |
| 688 | HC/LI | C-2 | MU-S | 083S321300000001 | PERDIDO BAY BAPTIST CHURCH INC | SORENTO RD & MERLIN RD | PENSACOLA | 32506 | 1 | 243692 | 5.59 |
| 689 | HC/LI | C-2 | MU-S | 051S313302000000 | PITTS MYRON & GAIL | 5800 BLK NINE MILE RD | PENSACOLA | 32526 | 1 | 259353 | 5.95 |
| 690 | HC/LI | C-2 | MU-S | 172S314201000000 | AFFINITY ELEVATOR COMPANY LLC | HIGHWAY 298-C | PENSACOLA | 32506 | 1 | 287733 | 6.61 |
| 691 | HC/LI | GBD | MU-S | 031N314101000000 | MELIGAN DUFFY J | 500 BLK NEAL RD | CANTONMENT | 32533 | 5 | 297036 | 6.82 |
| 692 | HC/LI | GID | MU-S | 211N301202000002 | REYNOLDS READY MIX LLC | 3008 HIGHWAY 95-A | CANTONMENT | 32533 | 5 | 317305 | 7.28 |
| 693 | HC/LI | GBD | MU-S | 031N314101000003 | LOFTIN WYNINE H 2/4 | 1100 HIGHWAY 29 NORTH | CANTONMENT | 32533 | 5 | 331827 | 7.62 |
| 694 | HC/LI | C-2 | MU-S | 221S314102008003 | SPARSHOTT NANCY VIRGINIA TRUSTEE & | 7200 BLK MOBILE HWY | PENSACOLA | 32526 | 1 | 343974 | 7.90 |
| 695 | HC/LI | GID | MU-S | 211N304102000004 | AUSANDEL | HIGHWAY 29 N | CANTONMENT | 32533 | 5 | 348822 | 8.01 |
| 696 | HC/LI | GBD | MU-S | 031N311302000003 | ROBERTSON COTTON INC | HIGHWAY 29 | CANTONMENT | 32533 | 5 | 362273 | 8.32 |
| 697 | HC/LI | GID | MU-S | 262N314203000001 | GREEN EARTH INDUSTRIAL SOLUTIONS LLC | 16 E QUINTETTE RD | CANTONMENT | 32533 | 5 | 366721 | 8.42 |
| 698 | HC/LI | GBD | MU-S | 021N312408000004 | KING GLORIA ANNETTE | 400 BLK NEAL RD | CANTONMENT | 32533 | 5 | 377873 | 8.67 |
| 699 | HC/LI | ID-CP | MU-S | 111N311000004050 | PENSACOLA SKID & PALLET INC | 351 BECKS LAKE RD | CANTONMENT | 32533 | 5 | 386115 | 8.86 |
| 700 | HC/LI | GID | MU-S | 211N304102000002 | THOMAS HOME CORP | 3050 HIGHWAY 29 N | CANTONMENT | 32533 | 5 | 387950 | 8.91 |
| 701 | HC/LI | GBD | MU-S | 021N313301000001 | DICKERSON ACIE R SR | HIGHWAY 29 NORTH | CANTONMENT | 32533 | 5 | 423741 | 9.73 |
| 702 | HC/LI | GID | MU-S | 201N303400000001 | COMMSTRUCTURES INC | 101 E ROBERTS RD | PENSACOLA | 32534 | 5 | 436036 | 10.01 |
| 703 | HC/LI | GBD | MU-S | 021N312408000000 | EVANS RICK | 400 NEAL RD | CANTONMENT | 32533 | 5 | 440944 | 10.12 |
| 704 | HC/LI | GBD | MU-S | 141N311007000011 | THOMAS HOME CORPORATION | PENSACOLA BLVD & CHEMSTRAND | CANTONMENT | 32533 | 5 | 467077 | 10.72 |
| 705 | HC/LI | GBD | MU-S | 031N314203000005 | CROSS & CROWN BAPTIST CHURCH INC | 747 NEAL RD | CANTONMENT | 32533 | 5 | 482611 | 11.08 |
| 706 | HC/LI | GID | MU-S | 211N301301000001 | HENRY THOMAS A | 3040 S HIGHWAY 95-A | CANTONMENT | 32533 | 5 | 512963 | 11.78 |
| 707 | HC/LI | GID | MU-S | 352N311401000000 | ARNETTS GRADING & LANDSCAPING INC | 2222 N HIGHWAY 95A | CANTONMENT | 32533 | 5 | 543417 | 12.48 |
| 708 | HC/LI | ID-CP | MU-S | 361N313101000013 | CARTER PHILIP S | 3375 HIGHWAY 97 S | CANTONMENT | 32533 | 5 | 550620 | 12.64 |
| 709 | HC/LI | GBD | MU-S | 141N311004001004 | 300 HIGHWAY 95 A SOUTH LLC | 300 HIGHWAY 95-A S | CANTONMENT | 32533 | 5 | 580865 | 13.33 |
| 710 | HC/LI | GBD | MU-S | 031N314200000000 | ALLEN MEMORIAL | HIGHWAY 29 NORTH | CANTONMENT | 32533 | 5 | 596397 | 13.69 |
| 711 | HC/LI | C-2 | MU-S | 242S312101000000 | BONE LINDA C | STATE HWY 298-B | PENSACOLA | 32506 | 1 | 608296 | 13.96 |
| 712 | HC/LI | GID | MU-S | 262N314202000000 | AMERICAN CONCRETE SUPPLY INC | 2800 HIGHWAY 95-A NORTH | CANTONMENT | 32533 | 5 | 624404 | 14.33 |
| 713 | HC/LI | ID-CP | MU-S | 141N311001002002 | SEAWAY WAREHOUSING LLC | 101 STONE BLVD | CANTONMENT | 32533 | 5 | 732896 | 16.82 |
| 714 | HC/LI | GBD | MU-S | 021N313301000002 | COTTAGE HILL ASSEMBLY OF GOD INC | 1173 HIGHWAY 95-A NORTH | CANTONMENT | 32533 | 5 | 876253 | 20.12 |
| 715 | HC/LI | GID | MU-S | 352N312100000000 | PENSACOLA ENGINEERING INC | 15 E QUINTETTE RD | CANTONMENT | 32533 | 5 | 1031186 | 23.67 |
| 716 | HC/LI | GID | MU-S | 262N314203000003 | SOUTHEASTERN PIPE & PRECAST INC | 2900 HIGHWAY 95A | CANTONMENT | 32533 | 5 | 1247310 | 28.63 |
| 717 | HC/LI | C-2 | MU-S | 152S311000000000 | COASTAL PLAINS INSTITUTE INC | OFF CROWN POINTE BLVD | PENSACOLA | 32506 | 1 | 2322383 | 53.31 |
| 718 | HC/LI | C-2 | MU-S | 222S311101000000 | REGAN OUIDA BAGGETT LTD PARTNERSHIP 1/2 INT & | FAIRFIELD DR | PENSACOLA | 32506 | 1 | 3096900 | 71.10 |
| 719 | HC/LI | GID | MU-S | 352N312101000000 | DOWNS CYNTHIA SUE E 1/4 INT | PALAFOX HWY | CANTONMENT | 32533 | 5 | 3233881 | 74.24 |
| 720 | HC/LI | ID-1 | MU-S | 081S311301000000 | NAVY FEDERAL CREDIT UNION | NINE MILE RD OFF | PENSACOLA | 32526 | 1 | 3536793 | 81.19 |
| | **Total** | | | | | | | | | | **1087.50** |

**From:** Horace L Jones
**To:** Kayla R. Meador
**Subject:** FW: HC/LI & MU-S Ordinance
**Date:** Monday, May 21, 2018 11:22:38 AM

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**From:** Spiers, Sherry A. [mailto:Sherry.Spiers2@deo.myflorida.com]
**Sent:** Tuesday, May 01, 2018 9:14 AM
**To:** Horace L Jones <HLJONES@myescambia.com>
**Subject:** RE: HC/LI & MU-S Ordinance

Good morning, Horace:

The draft ordinance does not allow industrial uses in the Mixed Use-Suburban future land use category and therefore addresses the Department's concern with the HC/LI zoning regulations. Thank you for sharing the draft with us.

If you need anything further, please let me know.

Sherry

***Sherry A. Spiers***
Regional Planning Administrator, North Region
Florida Department of Economic Opportunity
Division of Community Development
Bureau of Community Planning and Growth
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120
Direct telephone: (850) 717-8499
Email: Sherry.Spiers2@deo.myflorida.com

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**From:** Horace L Jones [mailto:HLJONES@myescambia.com]
**Sent:** Monday, April 30, 2018 12:40 PM
**To:** Spiers, Sherry A. <Sherry.Spiers2@deo.myflorida.com>
**Subject:** FW: HC/LI & MU-S Ordinance

Good Afternoon,

Hope all is well with you. Here is a copy of the Final Draft Remedial Ordinance as discussed. We will be having the public hearing with the Planning Board tomorrow May 1st2018. Please let me know of any additional concerns or issues that you may want to discuss.

If there are no issues, could a response be given accordingly if possible.

Again, thanks!!

*Horace Jones*
*Department Director*
*Development Services Department*
*33363 West Park* Place*, Pensacola, FL*
*850-595-3625 or 554-8210*
hljones@myescambia.com

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**From:** Allyson Cain
**Sent:** Monday, April 30, 2018 11:30 AM
**To:** Horace L Jones <HLJONES@myescambia.com>
**Subject:** HC/LI & MU-S Ordinance

*Attached is the recommendation and the Ordinance*

Allyson Cain, Urban Planner II
Development Services
Planning & Zoning
850-595-3547

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# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14193** **Growth Management Report 11. 5.**
**BCC Regular Meeting** **Public Hearing**
**Meeting Date:** 06/07/2018
**Issue:** 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 3, Regarding HC/LI Uses
**From:** Horace Jones, Director
**Organization:** Development Services

## RECOMMENDATION:

5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 3, Regarding HC/LI Uses

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC), Chapter 3, the HC/LI mainland zoning district, to modify district limits on new residential uses outside of the Industrial FLU, reduce single-family dwelling structure setbacks, and allow microbreweries and like facilities regardless of prior zoning.

This hearing serves as the second of two public hearings.

## BACKGROUND:

To maintain its intent, the Industrial FLU appropriately prohibits all new residential development. Similarly, the Commercial FLU only permits residential development if secondary to a primary commercial development. However, for any HC/LI zoning outside of the Industrial FLU, all new residential uses currently must be part of a predominantly commercial development, even within a FLU intended for a mix of residential and non-residential uses (i.e., MU-U). Reducing the HC/LI residential limit to only the Commercial FLU will eliminate an unnecessary constraint on new residential use of parcels that are already within HC/LI.

Additionally part of current HC/LI provisions, a larger minimum commercial-oriented side structure setback is not necessary for single-family dwellings within the district. In a separate HC/LI provision unrelated to residential uses, the prohibition of microbreweries, microdistillaries, and microwineries where the former zoning was ID-CP or ID-1 is also unnecessary because both districts

allowed such light industrial uses.

**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.

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**Attachments**

Draft Ordinance
Clean Ordinance

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**LEGAL REVIEW**

(COUNTY DEPARTMENT USE ONLY)

Document: Ordinance, HC/LI residential and industrial use

Date: 04-05-18

Date requested back by: 04-09-2018

Requested by: Griffin Vickery

Phone Number: 595-3471

(LEGAL USE ONLY)

Legal Review by M. Crawford

Date Received: 4/10/18

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 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 2, MAINLAND DISTRICTS, SECTION 3-2.11, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL DISTRICT (HC/LI), PERMITTED USES, TO REQUIRE NEW RESIDENTIAL USES TO BE PART OF PREDOMINANTLY COMMERCIAL DEVELOPMENT ONLY WITHIN THE COMMERCIAL (COM) FLU, TO ALLOW MICROBREWERIES, MICRODISTILLARIES, AND MICROWINERIES WITHIN HC/LI REGARDLESS OF PRIOR ZONING, AND TO REDUCE THE MINIMUM STRUCTURE SIDE SETBACKS FOR SINGLE-FAMILY DWELLINGS; 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 finds that logical and orderly land development patterns promote the public health, safety, and general welfare; and

**WHEREAS,** the Board has, within the regulations of the Land Development Code, established zoning districts to implement the general land development patterns prescribed by the future land use categories of the Comprehensive Plan; and

**WHEREAS,** residential development is appropriately included among the allowed uses of several future land use categories, but new residential development is prohibited within the Industrial (I) category and only allowed within the Commercial (C) category if secondary to non-residential uses; and

**WHEREAS,** microbreweries, microdistilleries, and microwineries are light industrial uses that were appropriate within the former Commerce Park (ID-CP) and Light Industrial (ID-1) zoning districts prior to their consolidation within the Heavy Commercial and Light Industrial (HC/LI) district; and

**WHEREAS,** greater commercial-oriented minimum side structure setbacks are not necessary for single-family dwellings authorized within the HC/LI district;

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

DRAFT

**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 3-2.11, Heavy Commercial and Light Industrial district (HC/LI), is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

**Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).**

**(a) Purpose.** The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

**(b) Permitted uses.** If a parcel is one acre or greater and is zoned HC/LI within the MU-S FLU category and was not previously zoned General Commerce District (C-2), Gateway Business District (GBD), Gateway Industrial District (GID), Industrial District (ID-1), or Industrial District Commerce Park (ID-CP) as of April 15, 2015, its permitted uses are limited to the permitted uses of the Commercial (COM) zoning district as prescribed in the preceding section of this article. Therefore, for any parcel zoned HC/LI which is greater than one acre and was zoned C-2, GBD, GID, ID-1, or ID-CP as of April 15, 2015 and for any parcel otherwise zoned HC/LI, the permitted uses are limited to the following:

**(1) Residential**. Any residential uses ~~if~~ outside of the Industrial (I) future land use category ~~and~~, but if within the Commercial (C) future land use category (and not the principal single-family dwelling on an existing lot of record), only as part of a predominantly commercial development~~,~~; and excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

**(2) Retail sales.** Retail sales, including Low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

**(3) Retail services.**

**a.** Car washes, automatic or manual, full service or self-serve.

**b.** Child care facilities.

**c.** Hotels, motels and all other public lodging, including boarding and rooming houses.

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**d.** Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

**e.** Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

**f.** Rental of automobiles, trucks, utility trailers and recreational vehicles.

**g.** Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.

**h.** Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

**i.** Taxi and limousine services.

See also conditional uses in this district.

**(4) Public and civic.**

**a.** Broadcast stations with satellite dishes and antennas, including towers.

**b.** Cemeteries, including family cemeteries.

**c.** Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

**d.** Educational facilities, including preschools, K-12, colleges, and vocational schools.

**e.** Emergency service facilities, including law enforcement, fire fighting, and medical assistance.

**f.** Funeral establishments.

**g.** Homeless shelters.

**h.** Hospitals.

**i.** Offices for government agencies or public utilities.

**j.** Places of worship.

**k.** Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.

See also conditional uses in this district.

**(5) Recreation and entertainment.**

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**a.** Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

**b.** Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

**c.** Marinas, private and commercial.

**d.** Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

**(6) Industrial and related.** Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

**a.** Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

**b.** Marinas, industrial, not allowed within MU-S.

**c.** Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA ~~or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning~~, not allowed within MU-S.

See also conditional uses in this district.

**(7) Agricultural and related.**

**a.** Food produced primarily for personal consumption by the producer, but no farm animals.

**b.** Nurseries and garden centers, including adjoining outdoor storage or display of plants.

**c.** Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

**(8) Other uses.** Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

**a.** Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.

**b.** Building or construction trades shops and warehouses, including on-site outside storage.

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**c.** Bus leasing and rental facilities, not allowed within MU-S.

**d.** Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

**e.** Outdoor adjacent display of plants by garden shops and nurseries.

**f.** Outdoor sales.

**g.** Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.

**h.** Parking garages and lots, commercial, not allowed within MU-S.

**i.** Sales and outdoor display of prefabricated storage sheds.

**j.** Self-storage facilities, including vehicle rental as an accessory use.

**(c) Conditional uses.** Through the conditional use process prescribed in Chapter 2, the BOA, or the BCC as noted, may conditionally allow the following uses within the HC/LI district. However, if within the Mixed-Use Suburban (MU-S) future land use category and previously zoned Gateway Business District (GBD), then no conditional uses are available. If within the MU-S future land use category and not previously zoned GBD, the conditional uses are limited to those of the Commercial (Com) district as prescribed in the preceding section of this article:

**(1) Residential.** Caretaker residences not among the permitted uses of the district and for permitted non-residential uses.

**(2) Retail services.** Restaurants not among the permitted uses of the district.

**(3) Public and civic.** Cinerators.

**(4) Recreation and entertainment.**

**a.** Motorsports facilities on lots 20 acres or larger.

**b.** Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.

**c.** Shooting ranges, outdoor.

**(5) Industrial and related,** not allowed within MU-S.

**a.** Asphalt and concrete batch plants if within the Industrial (I) future land use category and within areas zoned GID prior to adoption of HC/LI zoning.

**b.** Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use regulations in Part III, the Land Development Code, chapter 4.) *Borrow pits are prohibited on land zoned GBD, GID, and WMU prior to the adoption of the HC/LI zoning.

**c.** Salvage yards not otherwise requiring approval as solid waste processing facilities.

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**d.** Solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

The conditional use determination for any of these solid waste facilities shall be made by the BCC in lieu of any hearing before the BOA. The applicant shall submit a site boundary survey, development plan, description of anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in Chapter 2:

**1.** Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.

**2.** The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.

**3.** The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.

**4.** The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage.

**(6) Agricultural and related.** Kennels or animal shelters not interior to veterinary clinics.

**(7) Other uses.**

**a.** Structures of permitted uses exceeding the district structure height limit.

**b.** Heliports.

**(d) Site and building requirements.** The following site and building requirements apply to uses within the HC/LI district:

**(1) Density.** A maximum density of 25 dwelling units per acre. Lodging unit density is not limited by zoning.

**(2) Floor area ratio.** A maximum floor area ratio of 1.0 within the Mixed-Use Suburban (MU-S), Commercial (C) and Industrial (I) future land use categories, and 2.0 within Mixed-Use Urban (MU-U).

**(3) Structure height.** A maximum structure height of 150 feet above highest adjacent grade, except that for any parcel previously zoned GBD and within the MU-S future land use category the mean roof height (average of roof eave and peak heights) of a building shall not exceed 45 feet above average finished grade.

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**(4) Lot area.** No minimum lot area unless prescribed by use.

**(5) Lot width.** No minimum lot width required by zoning.

**(6) Lot coverage.** Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum 75 percent of lot area occupied by principal and accessory buildings on lots of non-residential uses.

**(7) Structure setbacks.** For all principal structures, minimum setbacks are:

**a. Front and rear.** Fifteen feet in both front and rear.

**b. Sides.** On each side of a single-family detached dwelling, 10 feet or 10 percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For all other structures~~Ten feet on each side~~, including any group of attached townhouses, ten feet on each side. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

**c. Corner lots.** Will have one front setback and one side setback.

**(8) Other requirements.**

**a. Access.** For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.

**b. Parcels within MU-S previously zoned GBD.** For any parcel previously zoned GBD and within the MU-S future land use category, additional requirements apply as mandated by the GBD performance standards and the site and building requirements in effect as of April 15, 2015, prior to the adoption of the current Land Development Code to ensure compatibility.

**c. Chapters 4 and 5.** Refer to chapters 4 and 5 for additional development regulations and standards.

**(e) Location criteria.** All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria; except properties that were previously zoned GBD and were exempt from locational criteria:

**(1) Proximity to intersection.** Along an arterial street and within one-quarter mile of its intersection with an arterial street.

**(2) Site design.** Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:

**a.** Not abutting a RR, LDR or MDR zoning district

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**b.** Any intrusion into a recorded residential subdivision is limited to a corner lot

**c.** A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.

**d.** Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

**e.** Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

**(3) Documented compatibility.** A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

**a.** The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.

**b.** If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

**(f) Rezoning to HC/LI.**

**(1) Generally.** Heavy Commercial and Light Industrial zoning may be established by rezoning only within the Mixed-Use Urban (MU-U), Commercial (C), or Industrial (I) future land use categories. The district is appropriate to provide transitions between areas zoned or used for commercial and areas zoned or used for industrial. The district is suitable for areas able to receive bulk deliveries by truck in locations served by major transportation networks and able to avoid undesirable effects on nearby property and residential uses. Rezoning to HC/LI is subject to the same location criteria as any non-residential use proposed within the HC/LI district.

**(2) HC/LI-NA designation.** Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

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**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:**

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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 2, MAINLAND DISTRICTS, SECTION 3-2.11, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL DISTRICT (HC/LI), PERMITTED USES, TO REQUIRE NEW RESIDENTIAL USES TO BE PART OF PREDOMINANTLY COMMERCIAL DEVELOPMENT ONLY WITHIN THE COMMERCIAL (COM) FLU, TO ALLOW MICROBREWERIES, MICRODISTILLARIES, AND MICROWINERIES WITHIN HC/LI REGARDLESS OF PRIOR ZONING, AND TO REDUCE THE MINIMUM STRUCTURE SIDE SETBACKS FOR SINGLE-FAMILY DWELLINGS; 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 finds that logical and orderly land development patterns promote the public health, safety, and general welfare; and

**WHEREAS,** the Board has, within the regulations of the Land Development Code, established zoning districts to implement the general land development patterns prescribed by the future land use categories of the Comprehensive Plan; and

**WHEREAS,** residential development is appropriately included among the allowed uses of several future land use categories, but new residential development is prohibited within the Industrial (I) category and only allowed within the Commercial (C) category if secondary to non-residential uses; and

**WHEREAS,** microbreweries, microdistilleries, and microwineries are light industrial uses that were appropriate within the former Commerce Park (ID-CP) and Light Industrial (ID-1) zoning districts prior to their consolidation within the Heavy Commercial and Light Industrial (HC/LI) district; and

**WHEREAS,** greater commercial-oriented minimum side structure setbacks are not necessary for single-family dwellings authorized within the HC/LI district;

**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 3-2.11, Heavy Commercial and Light Industrial district (HC/LI), is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

**Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).**

**(a) Purpose.** The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

**(b) Permitted uses.** If a parcel is one acre or greater and is zoned HC/LI within the MU-S FLU category and was not previously zoned General Commerce District (C-2), Gateway Business District (GBD), Gateway Industrial District (GID), Industrial District (ID-1), or Industrial District Commerce Park (ID-CP) as of April 15, 2015, its permitted uses are limited to the permitted uses of the Commercial (COM) zoning district as prescribed in the preceding section of this article. Therefore, for any parcel zoned HC/LI which is greater than one acre and was zoned C-2, GBD, GID, ID-1, or ID-CP as of April 15, 2015 and for any parcel otherwise zoned HC/LI, the permitted uses are limited to the following:

**(1) Residential**. Any residential uses ~~if~~ outside of the Industrial (I) future land use category ~~and~~, but if within the Commercial (C) future land use category (and not the principal single-family dwelling on an existing lot of record), only as part of a predominantly commercial development~~,~~; and excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

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**(3) Retail services.**

**a.** Car washes, automatic or manual, full service or self-serve.

**b.** Child care facilities.

**c.** Hotels, motels and all other public lodging, including boarding and rooming houses.

**d.** Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

**e.** Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

**f.** Rental of automobiles, trucks, utility trailers and recreational vehicles.

**g.** Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.

**h.** Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

**i.** Taxi and limousine services.

See also conditional uses in this district.

**(4) Public and civic.**

**a.** Broadcast stations with satellite dishes and antennas, including towers.

**b.** Cemeteries, including family cemeteries.

**c.** Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

**d.** Educational facilities, including preschools, K-12, colleges, and vocational schools.

**e.** Emergency service facilities, including law enforcement, fire fighting, and medical assistance.

**f.** Funeral establishments.

**g.** Homeless shelters.

**h.** Hospitals.

**i.** Offices for government agencies or public utilities.

**j.** Places of worship.

**k.** Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.

See also conditional uses in this district.

**(5) Recreation and entertainment.**

**a.** Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in

areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

**b.** Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

**c.** Marinas, private and commercial.

**d.** Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

**(6) Industrial and related.** Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

**a.** Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

**b.** Marinas, industrial, not allowed within MU-S.

**c.** Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA ~~or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning~~, not allowed within MU-S.

See also conditional uses in this district.

**(7) Agricultural and related.**

**a.** Food produced primarily for personal consumption by the producer, but no farm animals.

**b.** Nurseries and garden centers, including adjoining outdoor storage or display of plants.

**c.** Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

**(8) Other uses.** Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

**a.** Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.

**b.** Building or construction trades shops and warehouses, including on-site outside storage.

**c.** Bus leasing and rental facilities, not allowed within MU-S.

**d.** Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

**e.** Outdoor adjacent display of plants by garden shops and nurseries.

**f.** Outdoor sales.

**g.** Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.

**h.** Parking garages and lots, commercial, not allowed within MU-S.

**i.** Sales and outdoor display of prefabricated storage sheds.

**j.** Self-storage facilities, including vehicle rental as an accessory use.

**(c) Conditional uses.** Through the conditional use process prescribed in Chapter 2, the BOA, or the BCC as noted, may conditionally allow the following uses within the HC/LI district. However, if within the Mixed-Use Suburban (MU-S) future land use category and previously zoned Gateway Business District (GBD), then no conditional uses are available. If within the MU-S future land use category and not previously zoned GBD, the conditional uses are limited to those of the Commercial (Com) district as prescribed in the preceding section of this article:

**(1) Residential.** Caretaker residences not among the permitted uses of the district and for permitted non-residential uses.

**(2) Retail services.** Restaurants not among the permitted uses of the district.

**(3) Public and civic.** Cinerators.

**(4) Recreation and entertainment.**

**a.** Motorsports facilities on lots 20 acres or larger.

**b.** Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.

**c.** Shooting ranges, outdoor.

**(5) Industrial and related,** not allowed within MU-S.

**a.** Asphalt and concrete batch plants if within the Industrial (I) future land use category and within areas zoned GID prior to adoption of HC/LI zoning.

**b.** Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use regulations in Part III, the Land Development Code, chapter 4.) *Borrow pits are prohibited on land zoned GBD, GID, and WMU prior to the adoption of the HC/LI zoning.

**c.** Salvage yards not otherwise requiring approval as solid waste processing facilities.

**d.** Solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

The conditional use determination for any of these solid waste facilities shall be made by the BCC in lieu of any hearing before the BOA. The applicant shall submit a site boundary survey, development plan, description of

anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in Chapter 2:

1. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.
2. The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.
3. The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.
4. The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage.

**(6) Agricultural and related.** Kennels or animal shelters not interior to veterinary clinics.

**(7) Other uses.**

**a.** Structures of permitted uses exceeding the district structure height limit.

**b.** Heliports.

**(d) Site and building requirements.** The following site and building requirements apply to uses within the HC/LI district:

**(1) Density.** A maximum density of 25 dwelling units per acre. Lodging unit density is not limited by zoning.

**(2) Floor area ratio.** A maximum floor area ratio of 1.0 within the Mixed-Use Suburban (MU-S), Commercial (C) and Industrial (I) future land use categories, and 2.0 within Mixed-Use Urban (MU-U).

**(3) Structure height.** A maximum structure height of 150 feet above highest adjacent grade, except that for any parcel previously zoned GBD and within the MU-S future land use category the mean roof height (average of roof eave and peak heights) of a building shall not exceed 45 feet above average finished grade.

**(4) Lot area.** No minimum lot area unless prescribed by use.

**(5) Lot width.** No minimum lot width required by zoning.

**(6) Lot coverage.** Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum 75 percent of lot area occupied by principal and accessory buildings on lots of non-residential uses.

**(7) Structure setbacks.** For all principal structures, minimum setbacks are:

a. **Front and rear.** Fifteen feet in both front and rear.

b. **Sides.** On each side of a single-family detached dwelling, 10 feet or 10 percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For all other structures~~Ten feet on each side~~, including any group of attached townhouses, ten feet on each side. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

c. **Corner lots.** Will have one front setback and one side setback.

**(8) Other requirements.**

a. **Access.** For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.

b. **Parcels within MU-S previously zoned GBD.** For any parcel previously zoned GBD and within the MU-S future land use category, additional requirements apply as mandated by the GBD performance standards and the site and building requirements in effect as of April 15, 2015, prior to the adoption of the current Land Development Code to ensure compatibility.

c. **Chapters 4 and 5.** Refer to chapters 4 and 5 for additional development regulations and standards.

**(e) Location criteria.** All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria; except properties that were previously zoned GBD and were exempt from locational criteria:

**(1) Proximity to intersection.** Along an arterial street and within one-quarter mile of its intersection with an arterial street.

**(2) Site design.** Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:

**a.** Not abutting a RR, LDR or MDR zoning district

**b.** Any intrusion into a recorded residential subdivision is limited to a corner lot

**c.** A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.

**d.** Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

**e.** Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

**(3) Documented compatibility.** A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

**a.** The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.

**b.** If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

**(f) Rezoning to HC/LI.**

**(1) Generally.** Heavy Commercial and Light Industrial zoning may be established by rezoning only within the Mixed-Use Urban (MU-U), Commercial (C), or Industrial (I) future land use categories. The district is appropriate to provide transitions between areas zoned or used for commercial and areas zoned or used for industrial. The district is suitable for areas able to receive bulk deliveries by truck in locations served by major transportation networks and able to avoid undesirable effects on nearby property and residential uses. Rezoning to HC/LI is subject to the same location criteria as any non-residential use proposed within the HC/LI district.

**(2) HC/LI-NA designation.** Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

**Section 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-14186** **Growth Management Report 11. 1.**
**BCC Regular Meeting** **Action**
**Meeting Date:** 06/07/2018
**Issue:** Action Item - Smiley Place Final Plat
**From:** Horace Jones, Director
**Organization:** Development Services

## RECOMMENDATION:

Recommendation Concerning Final Plat Smiley Place Permit # 1803876

That the Board take the following actions concerning recording of the Final Plat of Smiley Place, (a 26-lot single family residential subdivision), located in the Ensley Community and lying south of E. Nine Mile Road (U.S. Highway 90), east of Airway Drive and connected to Smiley Avenue. Owned and developed by Olde City Developers, LLC. Prior to recording, the County Surveyor, and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.7, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes:

A. Approve the final plat for recording;

B. Approve the street names “Smiley Court and Smiley Circle”;

C. Accept all public easements, stormwater pond and drainage improvements within public easements/public parcels, as depicted upon the final plat for permanent County maintenance; The cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management Municipal Services Benefit Unit (MSBU); and

D. Authorize the Chairman or Vice-Chairman to execute a Two-Year Warranty Agreement with Surety, for streets and drainage Improvements.

## BACKGROUND:

The preliminary plat was approved on March 1, 2017, and the construction plans were approved on June 14, 2017. The Escambia County Department of Public Safety approved the street names “Smiley Court and Smiley Circle”; on October 26, 2017. Development Services Department inspected the improvements on May 15, 2018, and found improvements substantially complete and in accordance with applicable County requirements. An executed Two-Year Warranty Agreement with Surety will be recorded with the final plat. Staff has reviewed the final plat.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This recommendation is consistent with previous practices of the County Attorney’s Office. The Two-Year Warranty Agreement with Surety was reviewed and approved by Meredith Crawford on May 11, 2018.

**PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvement if any.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Based on the County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

**IMPLEMENTATION REQUIREMENTS:**

Once the final plat has been approved by the Board and final sign-offs given by the, County Surveyor, the plat shall be transmitted to the Clerk of Court’s Office for Clerk signatures and recording in the public records of Escambia County, Florida.

**COORDINATION WITH OTHER AGENCIES/PERSONS:**

Staff has been in contact with the developer, developer’s engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

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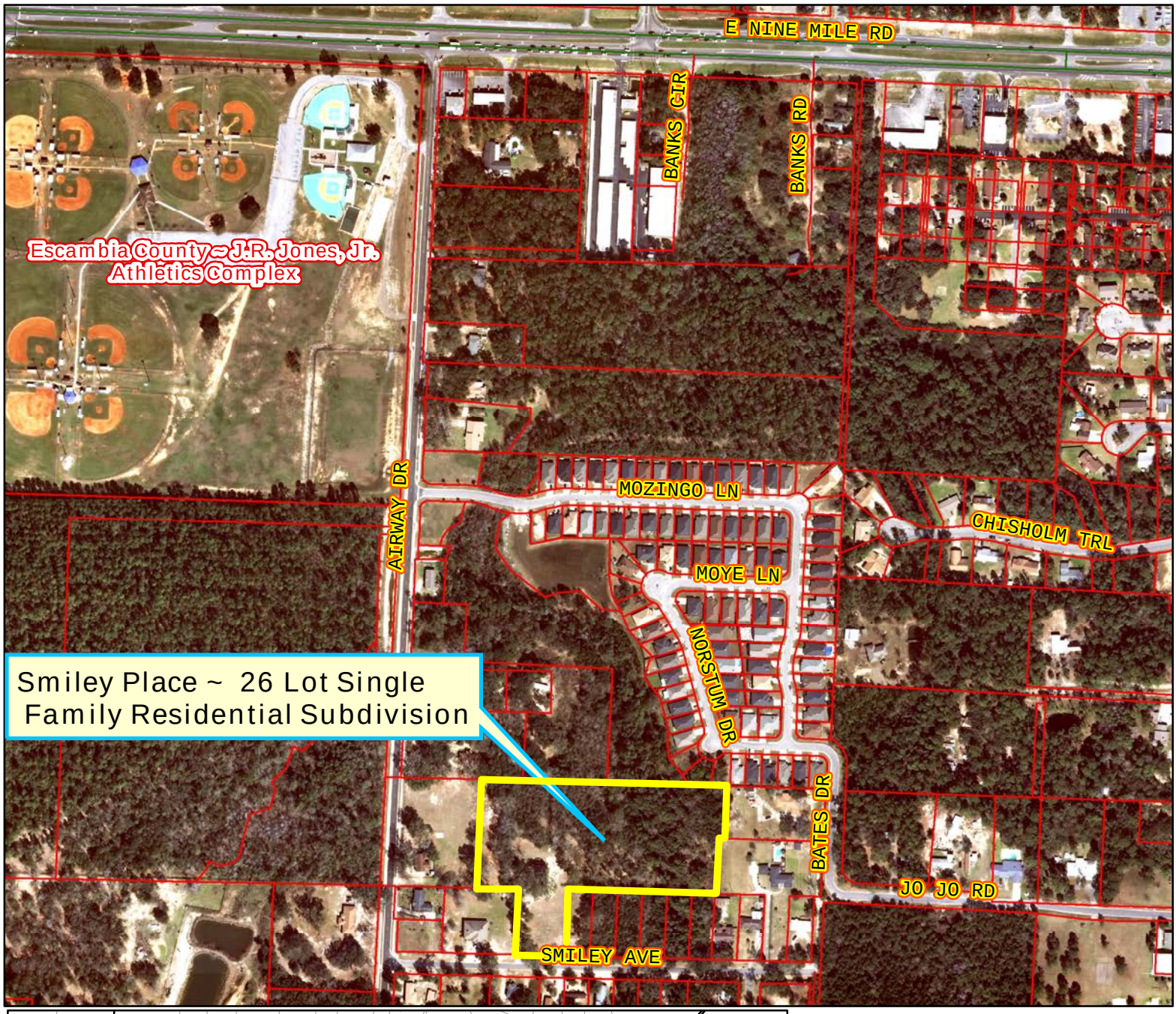
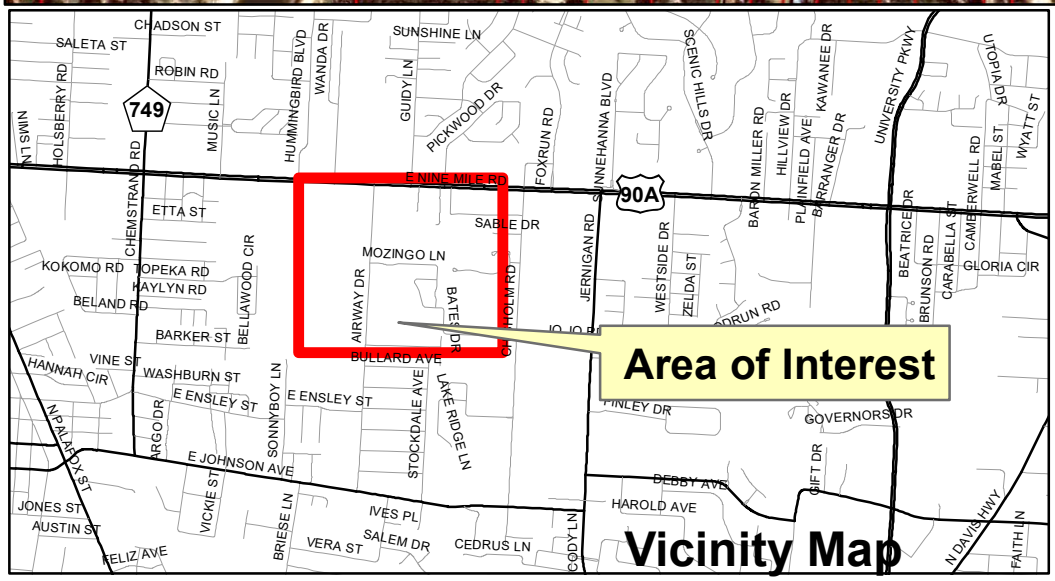
**Attachments**

Location/Vicinity Map
Street Letter Approval
Two-Year Warranty Agreement
Infrastructure Maintenance Disclosure
Final Plat

---

# Subdivision known as ~ Smiley Place
# 26 Lot Single Family Residences



Surveying RGG 05/05/2018

Board of County Commissioners • Escambia County, Florida

Andrew Hamilton, Emergency Communications Chief
Public Safety Department

October 26, 2017

**Street Letter Approval**

The following names have been submitted for approval:

**Smiley Court**
**Smiley Circle**

The streets are located in:

**Smiley Place ~~Subdivision~~**

The name was requested by:

**David W. Fitzpatrick, P.E., P.A.**

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

**9-1-1 Coordinator**

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

Prepared by:
David W. Fitzpatrick, P.E., P. A.
10250 N Palafox Street
Pensacola Florida 32534

**TWO-YEAR WARRANTY AGREEMENT**
**FOR STREETS AND DRAINAGE IMPROVEMENTS WITH**
**SURETY/FINANCIAL SECURITY**
**(Limited Liability Company)**

This Two-Year W arranty Agreement (Agreement) is entered by and bet ween Olde City Developers, LLC «developer_name», a limited liability company organized under the laws of the State of Florida whose address is 212 W. Intendencia St. Pensacola Fl. 32502 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertak en to develop and construct certain streets and drainag e improvements in and for Smiley Place S/D Development, more particularly described as follows:

See Exhibit A (Legal Description) for «Development» PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been builtand approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainag e improvements is the Developer's agreement to provide a warranty for the improvements;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.

2. Developer warrants that it shall, at its sole expense, for a period of two y ears from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):

a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, the following infrastructure deficiencies: (i) cracked concrete and cracked curbing, (ii) minor ponding of water on the asphalt, (iii) minor settling of asphalt areas, (iv) minor deficiencies in storm pipe, (v) ponds recharging at a slow rate but still meeting regulatory requirements, and (vi) stabilization and erosion.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy.

9. In order to ensure completion of streets and drainage improvements, Developer provides as a security deposit a ILOC (attached as Exhibit B) in the amount of $ 27,000.00
on a certified cost estimate prepared and sealed by Developer's Engineer, subject to approval by the County Engineer. A copy of the cost estimate is attached as Exhibit C. The estimate shall list acceptable improvements and any minor documented deficiencies to be evaluated by the County Engineer at a future date prior to release of warranty, including, if applicable, any proposed or required sidewalks. If cash is provided

as a security deposit, the County will deposit it in an escrow account with withdrawals conditioned upon the approval of the County Engineer; unused funds shall be released to the Developer upon satisfactory completion of the punch list items. If an irrevocable letter of credit is provided as a security deposit, the original letter of credit shall be returned to the Developer, and the County Administrator shall execute a waiver of the County's right to draw funds on the letter of credit upon satisfactory completion of the Warranty Period.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

Kaylan Walden
(printed name)

WITNESS:

Michelle Carmichael
(printed name)

DEVELOPER/OWNER:

Olde City Developers, LLC
(name of limited liability company)

By: Charles A Liberis
(signature)

Charles Liberis
(printed name)

Manager
(select one title: manager/member/managing member)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7 day of May, 2018, by Charles S. Liberis as Mangger (select one title: Manager/Member/Managing Member) of Olde City Developers, LLC (name of limited liability company). He/She (✓) is personally known to me, or (___) has produced _____ as identification.

KAYLAN WALDEN
MY COMMISSION # GG151634
EXPIRES: December 30, 2021
(Notary Seal)

Signature of Notary

Kaylan Walden
Name of Notary (printed)

Escambia County, through its Board of County Commissioners

By:_____

_____, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

____ day of _____,20___

This document approved as to form and legal sufficiency.
By CM Crawford
Title Asst Co. Atty
Date 5/11/18

_____
Deputy Clerk

BCC Approved: _____

Exhibit A
Legal Description of Development

NOTE: ATTACH AN EXHIBIT A LEGAL DECRIPTION WHICH MATCHES THE FINAL PLAT AND INDICATE WHO PREPARED THE EXHIBIT A

Prepared by: Merrill Parker Shaw, Inc.
4928 N. Davis Highway,
Pensacola, Fl. 32503

A PORTION OF SECTION 12, TOWNSHIP-1-SOUTH, RANGE-30-WEST, ESCAMBIA COUNTY, FLORIDA, AND LOTS 6 AND 7, BLOCK 1 OF SPRINGHEAD HOME SITES, AS RECORDED IN PLAT BOOK 3, PAGE 24 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 6 OF SAID SPRINGHEAD HOME SITES; THENCE GO NORTH 03 DEGREES 06 MINUTES 05 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 6, FOR A DISTANCE OF 200.43 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE GO NORTH 88 DEGREES 17 MINUTES 14 SECONDS WEST ALONG THE NORTH LINE OF SAID SPRINGHEAD HOME SITES, FOR A DISTANCE OF 110.62 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 294.00 FEET OF THE SOUTH 330.00 FEET OF GOVERNMENT LOT 1 OF THE AFORESAID SECTION 12; THENCE DEPARTING SAID NORTH LINE OF SPRINGHEAD HOME SITES, GO NORTH 02 DEGREES 54 MINUTES 19 SECONDS EAST ALONG SAID EAST LINE, FOR A DISTANCE OF 330.14 FEET TO THE NORTH LINE OF THE SOUTH 330.00 FEET OF SAID GOVERNMENT LOT 1; THENCE GO SOUTH 88 DEGREES 16 MINUTES 23 SECONDS EAST ALONG SAID NORTH LINE AND THE WESTERLY EXTENSION AND THE SOUTH LINE OF AIRWAY OAKS, AS RECORDED IN PLAT BOOK 18, PAGES 44 AND 44A OF THE PUBLIC RECORDS OF SAID COUNTY, FOR A DISTANCE OF 725.26 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE NORTH 160.00 FEET OF THE SOUTH 330.00 FEET OF THE EAST 300 FEET OF SAID GOVERNMENT LOT 1; THENCE DEPARTING SAID SOUTH LINE OF AIRWAY OAKS, GO SOUTH 02 DEGREES 49 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE, FOR A DISTANCE OF 160.03 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 170.00 FEET OF THE EAST 315.00 FEET OF SAID GOVERNMENT LOT 1; THENCE GO NORTH 88 DEGREES 17 MINUTES 14 SECONDS WEST ALONG SAID NORTH LINE, FOR A DISTANCE OF 15.26 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE SOUTH 170.00 FEET OF THE EAST 315.00 FEET OF SAID GOVERNMENT LOT 1; THENCE GO SOUTH 02 DEGREES 49 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE, FOR A DISTANCE OF 169.93 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE AFORESAID SPRINGHEAD HOME SITES; THENCE GO NORTH 88 DEGREES 17 MINUTES 14 SECONDS WEST ALONG THE NORTH LINE OF SAID SPRINGHEAD HOME SITES, FOR A DISTANCE OF 450.00 FEET TO THE NORTHEAST CORNER OF LOT 7 OF SAID SPRINGHEAD HOME SITES; THENCE GO SOUTH 03 DEGREES 07 MINUTES 17 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 7, FOR A DISTANCE OF 200.02 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SMILEY AVENUE (66' RIGHT-OF-WAY); THENCE DEPARTING THE EAST LINE OF SAID LOT 7, GO NORTH 88 DEGREES 26 MINUTES 40 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID SMILEY AVENUE, FOR A DISTANCE OF 149.84 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 12, TOWNSHIP-1-SOUTH, RANGE-30-WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 6.13 ACRES, MORE OR LESS.

EXHIBIT B

HARVESTERS
Federal Credit Union

JUNE 1, 2018 STANDBY LETTER OF CREDIT NUMBER #060118
EXPIRES AT OUR COUNTERS ON AUGUST 31, 2018
AMOUNT NOT TO EXCEED TWENTY-SEVEN THOUSAND DOLLARS ($27,000.00) TOTAL

Issuer: Harvester Federal Credit Union, 480 Highway 29 South, Cantonment, FL 32533

Beneficiary:
Escambia County
3363 West Park Place
Pensacola, FL 32505

Applicant:
Olde City Developers, LLC
Charles S. Liberis
212 W. Intendencia Street
Pensacola, FL 32502

Purpose: Smiley Place S/D, for Stormwater Pond Revisions

We hereby establish our irrevocable letter of credit in favor of Escambia County for Twenty-Seven Thousand United States dollars ($27,000.00) in the aggregate available by negotiation of your drafts at sight drawn on Harvesters Federal Credit Union. Drafts must be drawn on Harvesters Federal Credit Union and presented at the place of expiration no later than the close of business on August 31, 2018.

Drafts must indicate the number and date of this letter of credit stating "drawn on Harvesters Federal Credit Union under letter of credit #060118 dated June 1, 2018 for beneficiary Escambia County and must be accompanied by the following documents:

1. This original signed letter of credit;
2. A copy of the invoice(s) or account statement(s) representing the amount owed to the beneficiary by the applicant; and
3. A statement signed by an official of the beneficiary certifying that:
   a. the draft represents an unpaid past due amount owed to the beneficiary by the applicant; and
   b. the amount specified in the draft is correct to the best of said official's knowledge.

All drafts drawn and negotiated in compliance with the terms of this letter of credit shall be duly honored when presented at Harvesters Federal Credit Union, 480 Highway 29 South, Cantonment, FL 32533 on or before the close of business at that location on August 31, 2018.

Please call the Credit Union at (850) 857-4328 if you have any questions about this Letter of Credit or its terms.

Sincerely,

For Harvesters Federal Credit Union
Stanley D. Bruce, Vice President

EXHIBIT C


# David W. Fitzpatrick, P.E., P.A.

10250 North Palafox St. Pensacola, FL 32534
Phone (850) 476-8677 Fax (850) 476-7708
email@fitzeng.gccoxmail.com
Board of Professional Engineers Certification # 00008423


**ENGINEERS ESTIMATE OF SURETY** 5/4/2018

**SMILEY PLACE S/D STORMWATER TREATMENT POND MODIFICATIONS**

| | | | | | |
|---|---|---|---|---|---|
| 1 | 12X60 UNDERDRAIN TO INCLUDE: | 60 | LF | | $11,000.00 |
| 2 | MOBILIZATION | 1.00 | LS | | |
| 2 | LAYOUT | 1.00 | LS | | |
| 3 | PUMPING | 1.00 | LS | | |
| 4 | SAND | 60.00 | CY | | |
| 5 | GRAVEL | 15.00 | CY | | |
| 6 | FILTER CLOTH | 120.00 | SY | | |
| 7 | 6" SOCK PIPE | 120.00 | LF | | |
| 8 | 6" SOLID | 20.00 | LF | | |
| 9 | CORE OVERFLOW STRUCTURE | 1.00 | LS | | |
| 10 | CORE BUBBLE UP | 1.00 | LS | | |
| 11 | GRASSING SOD | 56.00 | SY | | |
| 12 | EROSION CONTROL | 260.00 | LF | | |
| 13 | | | | | |
| 14 | CONSTRUCTION SUBTOTAL | | | | $11,000.00 |
| 15 | | | | | |
| 16 | ENGINEERING, SURVEYING, GEOTECH | | | | $7,000.00 |
| 17 | AND PERMIT REVISIONS | | | | |
| 18 | | | | | |
| 19 | TOTAL | | | | $18,000.00 |
| 20 | COUNTY REQ'D 150% | | | | $27,000.00 |
| 21 | | | | | |
| 22 | | | | | |
| 23 | | | | | |
| 24 | | | | | |
| 25 | | | | | |

# RESIDENTIAL SALES
# INFRASTRUCTURE MAINTENANCE DISCLOSURE

**ATTENTION:** Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers who is responsible for maintenance of infrastructure within areas platted on or after June 1, 2017. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

If multiple entities are responsible for maintenance of the same type of infrastructure within the platted area, you must attach an additional disclosure form for each responsible entity and designate the area of responsibility by lot and block.

**If additional space is needed, please check box and attach additional pages.**

**Name of Subdivision:** Smiley Place
**Lots & Blocks** All **(All or Specify)**

| Responsibility of Infrastructure Maintenance Disclosure | | |
|---|---|---|
| **Type of Infrastructure** | **Responsible Entity** (i.e. Escambia Co., ECUA, Private, Homeowner) | **Ownership** |
| Road(s) | Escambia County | |
| Bridge(s) | N/A | |
| Retention Pond(s) | Escambia County | |
| Stormwater Conveyance or Easements (rear yard) | Escambia County | |
| Easements between lots (side yard) | Homeowner | |
| Sewer Lift Station Central | N/A | |
| Sewer System | ECUA | |
| Water System | ECUA | |
| Gas | N/A | |
| Other (i.e. Clubhouse) | N/A | |

This information is believed to be correct and is being provided as it appears on the County's website at www.myescambia.com.

This form completed by:

Olde City Developers, LLC.
Seller's Name
212 West Intensencia Street
Address
Pensacola, FL 32502
City, State, Zip Code

AS TO SELLER(S):

Seller's Name: _____ Witness' Name: _____

Seller's Name: _____ Witness' Name: _____

AS TO BUYER(S):

Buyer's Name: _____ Witness' Name: _____

Buyer's Name: _____ Witness' Name: _____

Effective:

Page ___ of ____. You must note the total number of pages provided in this space.

RECORD PLAT OF

# SMILEY PLACE

A 26 LOT SINGLE FAMILY SUBDIVISION
BEING A PORTION OF SECTION 12, TOWNSHIP-1-SOUTH, RANGE-30-WEST, ESCAMBIA COUNTY, FLORIDA
AND A RESUBDIVISION OF LOTS 6 AND 7, BLOCK 1, SPRINGHEAD HOME SITES, AS RECORDED IN PLAT BOOK 3,
PAGE 24, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA
ZONED: HDMU, FUTURE LAND USE: MU-S
MAY 2018

## OWNER/DEVELOPER:

OLDE CITY DEVELOPERS, LLC.
212 WEST INTENDENCIA STREET
PENSACOLA, FL 32502
PHONE: 850-438-9647

## SURVEYOR:

E. WAYNE PARKER
MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923

## ENGINEER:

DAVID W. FITZPATRICK
DAVID W. FITZPATRICK, P.E., P.A.
0250 N. PALAFOX STREET
PENSACOLA, FL 32534
(850) 476-8677

**MERRILL PARKER SHAW, INC.**
4928 N. DAVIS HWY — PROFESSIONAL LAND SURVEYING SERVICES — PH: (850) 478-4923
PENSACOLA, FL 32503 — FAX: (850) 478-4924
FLORIDA CORPORATION NUMBER 7174

**Approved**
**ESCAMBIA COUNTY DRC PLAN REVIEW**

DRC Chairman Signature _____ 5.16.18
Development Services Director or Designee) Date

This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn. A Development Order must be obtained from the Development Review Committee (DRC) prior to the commencement of construction. This approval by the DRC does not constitute approval by any other agency. All additional state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.

## LEGEND:

- ⊠ ~ 4" X 4" CONCRETE MONUMENT, NUMBERED. 7919L.B. (FOUND) P.R.M.
- ◉ ~ 1/2" ALLOY CAPPED IRON ROD, NUMBERED 7174L.B. (PLACED) P.R.M.
- ⊙ ~ 2" ALLOY CAPPED IRON ROD, NUMBERED 7174L.B. (SET) P.C.P.
- ◐ ~ 1/2" CAPPED IRON ROD, NUMBERED 1292 (FOUND)
- ○ ~ 3/4" IRON PIPE, UNNUMBERED (FOUND)

P.R.M. ~ PERMANENT REFERENCE MONUMENT
B.S.L. ~ BUILDING SETBACK LINE
P.C. ~ POINT OF CURVATURE
P.T. ~ POINT OF TANGENCY
R/W ~ RIGHT-OF-WAY
C1 ~ CURVE NUMBER
R.P. ~ RADIUS POINT
(NR) ~ NON-RADIAL
(R) ~ RADIAL
P.I. ~ POINT OF INTERSECTION
GPS ~ GLOBAL POSITIONING SYSTEM

## *SURVEYOR'S NOTES:*

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE BEARING OF S88°16'23"E ALONG THE NORTH LINE OF THE SUBJECT PROPERTY ACCORDING TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, ZONE NORTH, NORTH AMERICAN DATUM 1983(11), AS ESTABLISHED FROM THE TRIMBLE VRS NOW NETWORK.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED AND TO EXISTING FIELD MONUMENTATION.
3. A TITLE SEARCH WAS PROVIDED TO MERRILL PARKER SHAW, INC., FOR THE SUBJECT PROPERTY BY WESTCOR LAND TITLE INSURANCE COMPANY, SEARCH NUMBER 18-5640, DATED: APRIL 8, 2018. THERE MAY BE UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
5. THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
6. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
7. THE PROPERTY AS SHOWN HEREON IS SITUATED IN FLOOD ZONE X (AREAS OUTSIDE THE 0.2% CHANCE ANNUAL FLOOD). AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, MAP NUMBER 12033C 0315G, REVISED SEPTEMBER 29, 2006.
8. ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF SECTION 177.091 (28) FLORIDA STATUES.
9. THERE SHALL BE A 10 FOOT PRIVATE DRAINAGE EASEMENT ALONG ALL COMMON LOT LINES, BEING 5 FOOT ON EACH SIDE OF SAID LINE, FENCES AND OTHER STRUCTURES SHALL NOT IMPEDE STORMWATER FLOW.
10. NO FENCES OR OTHER STRUCTURES SHALL BE INSTALLED IN THE PUBLIC DRAINAGE/ACCESS EASEMENTS, THESE EASEMENTS SHALL BE ACCESSIBLE AT ALL TIMES.
11. THERE IS NO SIGN IS PROPOSED FOR THIS DEVELOPMENT.

## BUILDING SETBACK REQUIREMENTS:

FRONT YARD: 20' SETBACK

REAR YARD: 15' SETBACK

SIDE YARD: ON EACH SIDE, FIVE FEET OR 10 PERCENT OF THE LOT WIDTH AT THE FRONT BUILDING LINE, WHICHEVER IS GREATER, BUT NOT REQUIRED TO EXCEED 15 FEET. ADDITIONALLY, SIDE YARD SETBACKS SHALL NOT OVERLAP DRAINAGE/ACCESS EASEMENTS.

## CERTIFICATE OF ATTORNEY:

I, CHARLES LIBERIS, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, AS AMENDED.

SIGNED THIS _____ DAY OF _____, 2018.

_____

## ENGINEER'S CERTIFICATE:

I, DAVID W. FITZPATRICK, HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR SMILEY PLACE SUBDIVISION AND THAT ALL CONSTRUCTED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS.

_____

DAVID W. FITZPATRICK, P.E.
FLORIDA REGISTRATION NO. 47818
FLORIDA C.A. NO. 8423

SEAL

## CERTIFICATE OF PLAT REVIEW:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING, BY THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2018.

_____

JOSEPH BARRETT, P.S.M., COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA CERTIFICATION NO. 6260

SEAL

## NOTICE:

*THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.*

*THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.*

## DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT OLDE CITY DEVELOPERS, LLC., A FLORIDA LIMITED LIABILITY COMPANY (OWNER), AND HARVESTERS FEDERAL CREDIT UNION (MORTGAGEE) OF THE LAND HEREIN DESCRIBED AND PLATTED HEREON, KNOWN AS SMILEY PLACE, HEREBY DEDICATE TO THE PUBLIC: ALL PUBLIC RIGHT-OF-WAYS, PUBLIC PARCEL A (DRY RETENTION POND), ALL PUBLIC DRAINAGE AND ACCESS EASEMENTS, AND ALL ONE FOOT NON-ACCESS EASEMENTS AND FURTHER DEDICATE TO THE SMILEY PLACE HOME OWNER'S ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION: PRIVATE PARCEL B (WETLANDS AND BUFFER), AND FUTHER DEDICATE UTILITY EASEMENTS TO ALL UTILITY PROVIDERS, AS DESIGNATED ON THIS PLAT, AND HEREBY REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

_____
OLDE CITY DEVELOPERS, LLC., A FLORIDA LIMITED LIABILITY COMPANY
LINDA LIBERIS, MANAGER
(CORPORATE SEAL)

WITNESS: _____ PRINT NAME: _____
WITNESS: _____ PRINT NAME: _____
SEAL

_____
STANLEY BRUCE
VICE PRESIDENT
HARVESTERS FEDERAL CREDIT UNION
(BANK SEAL)

WITNESS: _____ PRINT NAME: _____
WITNESS: _____ PRINT NAME: _____
SEAL

## NOTARY PUBLIC: (OWNER)

BEFORE THE SUBSCRIBER PERSONALLY APPEARED LINDA LIBERIS, MANAGER, OLDE CITY DEVELOPERS, LLC., A FLORIDA LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2018.

_____
SIGNATURE
_____
PRINT NAME:
COMMISSION NO. _____
MY COMMISSION EXPIRES _____
NOTARY PUBLIC, STATE OF FLORIDA

SEAL

## NOTARY PUBLIC: (MORTGAGEE)

BEFORE THE SUBSCRIBER PERSONALLY APPEARED STANLEY BRUCE, VICE PRESIDENT OF HARVESTERS FEDERAL CREDIT UNION, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2018.

_____
SIGNATURE
_____
PRINT NAME:
COMMISSION NO. _____
MY COMMISSION EXPIRES _____
NOTARY PUBLIC, STATE OF FLORIDA

SEAL

## CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177.011 THROUGH 177.151 OF THE FLORIDA LEGISLATURE, AS AMENDED FROM TIME TO TIME) AND THE SAME WAS FILED FOR RECORDS ON THE _____ DAY OF _____, 2018, AND FILED IN PLAT BOOK _____ AT PAGES _____ OF SAID COUNTY.

_____
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

SEAL

## CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE _____ DAY OF _____, 2018, WAS APPROVED FOR FILING BY SAID BOARD, AND I, AS SAID CLERK OF THE CIRCUIT COURT, WAS INSTRUCTED TO SO CERTIFY HEREON.

_____
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

SEAL

## SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.011 – 177.151, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME; THAT THE BOUNDARY INFORMATION ON THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS / STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME; THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA FLORIDA, AS AMENDED FROM TIME TO TIME; AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON.

SIGNED THIS 11TH DAY OF MAY, 2018.

E. Wayne Parker

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
(FLORIDA REGISTRATION NO. 3683, CORPORATE NO. 7174)
MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923

SEAL

SHEET 1 OF 2 SHEETS

*RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S) _____*

*PLAT BOOK _____, PAGE _____*

# RECORD PLAT OF
# SMILEY PLACE

A 26 LOT SINGLE FAMILY SUBDIVISION
BEING A PORTION OF SECTION 12, TOWNSHIP-1-SOUTH, RANGE-30-WEST, ESCAMBIA COUNTY, FLORIDA
AND A RESUBDIVISION OF LOTS 6 AND 7, BLOCK 1, SPRINGHEAD HOME SITES, AS RECORDED IN PLAT BOOK 3,
PAGE 24, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA
ZONED: HDMU, FUTURE LAND USE: MU-S
MAY 2018


**OWNER/DEVELOPER:**
OLDE CITY DEVELOPERS, LLC.
212 WEST INTENDENCIA STREET
PENSACOLA, FL 32502
PHONE: 850-438-9647

**SURVEYOR:**
E. WAYNE PARKER
MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923

**ENGINEER:**
DAVID W. FITZPATRICK
DAVID W. FITZPATRICK, P.E., P.A.
9250 N. PALAFOX STREET
PENSACOLA, FL 32534
(850) 476-8677


LEGAL DESCRIPTION:

A PORTION OF SECTION 12, TOWNSHIP-1-SOUTH, RANGE-30-WEST, ESCAMBIA COUNTY, FLORIDA, AND LOTS 6 AND 7, BLOCK 1 OF SPRINGHEAD HOME SITES, AS RECORDED IN PLAT BOOK 3, PAGE 24 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 6 OF SAID SPRINGHEAD HOME SITES; THENCE GO NORTH 03 DEGREES 06 MINUTES 05 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 6, FOR A DISTANCE OF 200.43 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE GO NORTH 88 DEGREES 17 MINUTES 14 SECONDS WEST ALONG THE NORTH LINE OF SAID SPRINGHEAD HOME SITES, FOR A DISTANCE OF 110.62 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 294.00 FEET OF THE SOUTH 330.00 FEET OF GOVERNMENT LOT 1 OF THE AFORESAID SECTION 12; THENCE DEPARTING SAID NORTH LINE OF SPRINGHEAD HOME SITES, GO NORTH 02 DEGREES 54 MINUTES 19 SECONDS EAST ALONG SAID EAST LINE, FOR A DISTANCE OF 330.14 FEET TO THE NORTH LINE OF THE SOUTH 330.00 FEET OF SAID GOVERNMENT LOT 1; THENCE GO SOUTH 88 DEGREES 16 MINUTES 23 SECONDS EAST ALONG SAID NORTH LINE AND THE WESTERLY EXTENSION AND THE SOUTH LINE OF AIRWAY OAKS, AS RECORDED IN PLAT BOOK 18, PAGES 44 AND 44A OF THE PUBLIC RECORDS OF SAID COUNTY, FOR A DISTANCE OF 725.26 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE NORTH 160.00 FEET OF THE SOUTH 330.00 FEET OF THE EAST 300 FEET OF SAID GOVERNMENT LOT 1; THENCE DEPARTING SAID SOUTH LINE OF AIRWAY OAKS, GO SOUTH 02 DEGREES 49 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE, FOR A DISTANCE OF 160.03 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 170.00 FEET OF THE EAST 315.00 FEET OF SAID GOVERNMENT LOT 1; THENCE GO NORTH 88 DEGREES 17 MINUTES 14 SECONDS WEST ALONG SAID NORTH LINE, FOR A DISTANCE OF 15.26 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE SOUTH 170.00 FEET OF THE EAST 315.00 FEET OF SAID GOVERNMENT LOT 1; THENCE GO SOUTH 02 DEGREES 49 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE, FOR A DISTANCE OF 169.93 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE AFORESAID SPRINGHEAD HOME SITES; THENCE GO NORTH 88 DEGREES 17 MINUTES 14 SECONDS WEST ALONG THE NORTH LINE OF SAID SPRINGHEAD HOME SITES, FOR A DISTANCE OF 450.00 FEET TO THE NORTHEAST CORNER OF LOT 7 OF SAID SPRINGHEAD HOME SITES; THENCE GO SOUTH 03 DEGREES 07 MINUTES 17 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 7, FOR A DISTANCE OF 200.02 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SMILEY AVENUE (66' RIGHT-OF-WAY); THENCE DEPARTING THE EAST LINE OF SAID LOT 7, GO NORTH 88 DEGREES 26 MINUTES 40 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID SMILEY AVENUE, FOR A DISTANCE OF 149.84 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 12, TOWNSHIP-1-SOUTH, RANGE-30-WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 6.13 ACRES, MORE OR LESS.

CURVE TABLE

| CURVE | LENGTH | RADIUS | DELTA | BEARING | CHORD |
|---|---|---|---|---|---|
| C1 | 27.52 | 50.00 | 31°32'28" | N12°40'09"W | 27.18 |
| C2 | 27.35 | 50.00 | 31°20'42" | N12°46'02"W | 27.01 |
| C3 | 46.02 | 50.00 | 52°44'18" | S60°43'32"E | 44.42 |
| C4 | 13.76 | 25.00 | 31°32'28" | N12°40'09"W | 13.59 |
| C5 | 28.66 | 75.00 | 21°53'45" | S17°29'30"E | 28.49 |
| C6 | 12.37 | 75.00 | 9°26'57" | S01°49'09"E | 12.35 |
| C7 | 39.27 | 25.00 | 90°00'00" | S42°05'41"E | 35.36 |
| C8 | 19.98 | 75.00 | 15°15'40" | N79°27'51"W | 19.92 |
| C9 | 41.78 | 75.00 | 31°54'54" | N55°52'34"W | 41.24 |
| C10 | 2.30 | 75.00 | 1°45'27" | N39°02'24"W | 2.30 |
| C11 | 19.46 | 25.00 | 44°36'38" | S60°27'59"E | 18.98 |
| C12 | 5.05 | 50.00 | 5°47'23" | N79°52'36"W | 5.05 |
| C13 | 41.49 | 50.00 | 47°32'54" | N53°12'28"W | 40.31 |
| C14 | 32.42 | 50.00 | 37°08'57" | N10°51'32"W | 31.85 |
| C15 | 21.61 | 50.00 | 24°46'08" | N20°06'01"E | 21.45 |
| C16 | 20.67 | 50.00 | 23°41'28" | N44°19'48"E | 20.53 |
| C17 | 21.59 | 50.00 | 24°44'38" | N68°32'51"E | 21.43 |
| C18 | 44.57 | 50.00 | 51°04'26" | S73°32'37"E | 43.11 |
| C19 | 50.51 | 50.00 | 57°52'13" | S19°04'08"E | 48.39 |
| C20 | 42.31 | 25.00 | 96°57'50" | N38°36'46"W | 37.44 |
| C21 | 39.27 | 25.00 | 90°00'00" | S47°54'19"W | 35.36 |
| C22 | 8.87 | 25.00 | 20°19'25" | S07°15'24"E | 8.82 |
| C23 | 4.81 | 25.00 | 11°01'16" | S22°55'45"E | 4.80 |
| C24 | 37.74 | 75.00 | 28°49'47" | N14°01'29"W | 37.34 |
| C25 | 3.55 | 75.00 | 2°42'41" | N01°44'45"E | 3.55 |

## BUILDING SETBACK REQUIREMENTS:

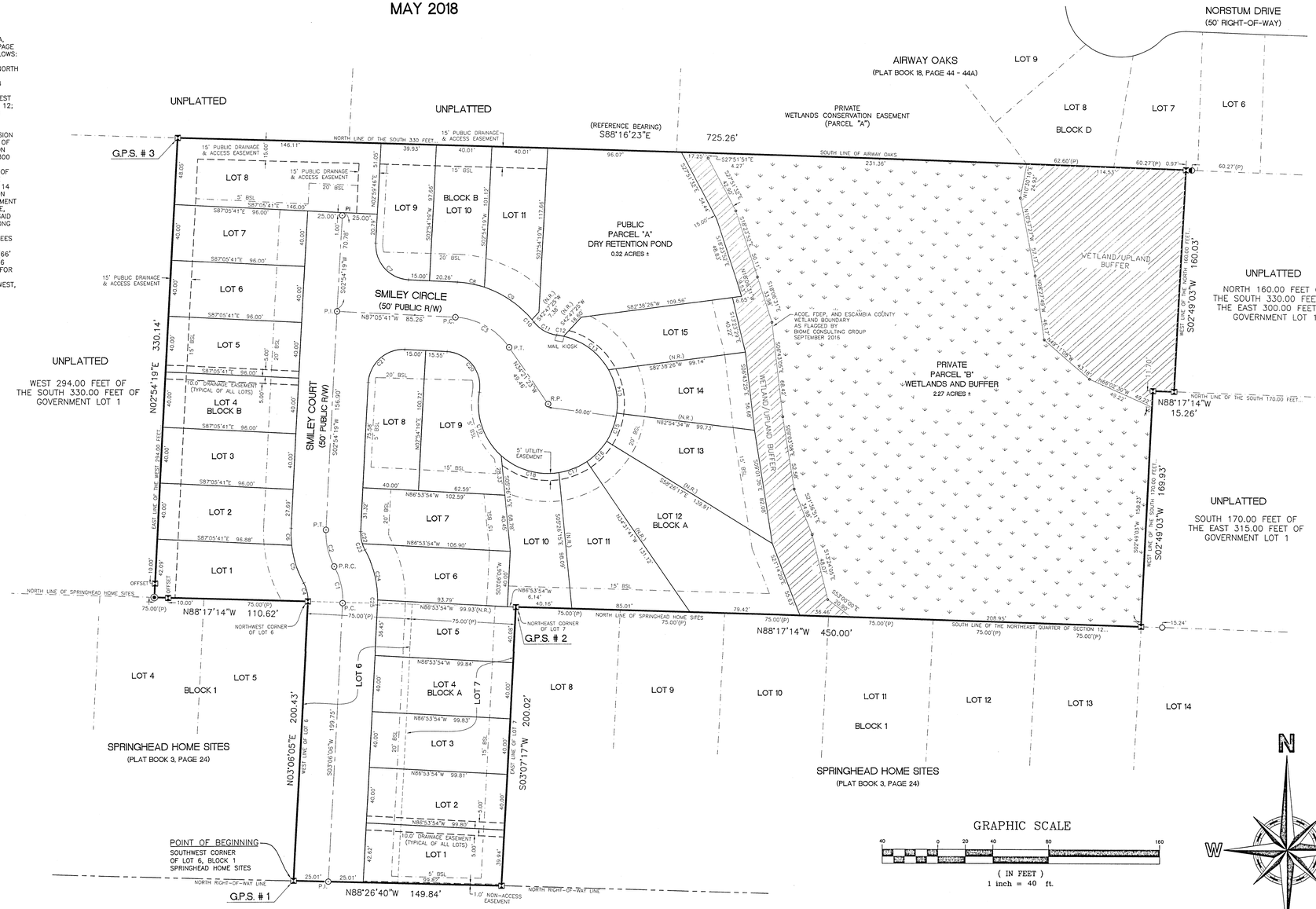
FRONT YARD: 20' SETBACK

REAR YARD: 15' SETBACK

SIDE YARD: ON EACH SIDE, FIVE FEET OR 10 PERCENT OF THE LOT WIDTH AT THE FRONT BUILDING LINE, WHICHEVER IS GREATER, BUT NOT REQUIRED TO EXCEED 10 FEET. ADDITIONALLY, SIDE YARD SETBACKS SHALL NOT OVERLAP DRAINAGE/ACCESS EASEMENTS.

## LEGEND:

- ⊠ ~ 4" X 4" CONCRETE MONUMENT, NUMBERED. 7919L.B. (FOUND) P.R.M.
- ◉ ~ 1/2" ALLOY CAPPED IRON ROD, NUMBERED 7174L.B. (PLACED) P.R.M.
- ⊙ ~ 2" ALLOY CAPPED IRON ROD, NUMBERED 7174L.B. (SET) P.C.P.
- ◐ ~ 1/2" CAPPED IRON ROD, NUMBERED 1292 (FOUND)
- ○ ~ 3/4" IRON PIPE, UNNUMBERED (FOUND)
- P.R.M. ~ PERMANENT REFERENCE MONUMENT
- B.S.L. ~ BUILDING SETBACK LINE
- P.C. ~ POINT OF CURVATURE
- P.T. ~ POINT OF TANGENCY
- R/W ~ RIGHT-OF-WAY
- C1 ~ CURVE NUMBER
- R.P. ~ RADIUS POINT
- (NR) ~ NON-RADIAL
- (R) ~ RADIAL
- P.I. ~ POINT OF INTERSECTION
- GPS ~ GLOBAL POSITIONING SYSTEM




## STATE PLANE COORDINATES

HORIZONTAL DATUM: NORTH AMERICAN DATUM 83 (1990) FLORIDA NORTH ZONE

| STATION | NORTHING (FT) | EASTING (FT) | LATITUDE | LONGITUDE | SCALE FACTOR | CONVERGENCE (SF) | ELEVATION | SOURCE |
|---|---|---|---|---|---|---|---|---|
| GPS-1 | 565055.3116 | 1103097.9189 | 30°31'30.1650" | 87°14'55.4886" | 0.99996786 | -01°22'52.7394" | 117.76' | GPS OBS |
| GPS-2 | 565250.8060 | 1103258.5880 | 30°31'32.1378" | 87°14'53.7060" | 0.99996792 | -01°22'51.8436" | 115.19' | GPS OBS |
| GPS-3 | 565598.4700 | 1103014.9250 | 30°31'35.4509" | 87°14'56.5842" | 0.99996802 | -01°22'53.2899" | 107.08' | GPS OBS |

LOCATION ESTABLISHED FROM TRIMBLE VRS NETWORK GPS OBSERVATION.

TO CONVERT A GROUND DISTANCE TO A GRID DISTANCE, MULTIPLY THE GROUND DISTANCE BY THE AVERAGE COMBINED SCALE FACTOR.


MERRILL PARKER SHAW, INC.
4928 N. DAVIS HWY. PROFESSIONAL LAND SURVEYING SERVICES PH: (850) 478-4923
PENSACOLA, FL 32503 FAX: (850) 478-4924
FLORIDA CORPORATION NUMBER 7174


SHEET 2 OF 2 SHEETS

RESTRICTIVE COVENANTS,
OFFICIAL RECORDS BOOK _____, PAGE(S) _____

PLAT BOOK _____, PAGE _____

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14195** **Growth Management Report 11. 1.**
**BCC Regular Meeting** **Consent**
**Meeting Date:** 06/07/2018
**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:

**A. June 21, 2018**

**1.** 5:45 p.m. - A Public Hearing - HC/LI within MU-S Ordinance (second of two public hearings)

*Summary: LDC amendment to address consistency of certain permitted uses within the HC/LI zoning district when located within the MU-S Future Land Use category. This action is remedial in nature following DEO's recent determination in DEO Case Number 18-003.*

**2.** 5:46 p.m. - A Public Hearing - Comprehensive Text Plan Amendment - CPA-2018-01 (second of two public hearings)

*Summary: The Comprehensive Plan Amendment intends to remove the fiscal year and adoption specific dates from the Florida-Alabama Transportation Planning Organization, (FL-AL TPO), Transportation Improvements Plan (TIP), document. The TIP is frequently updated by the FL-AL TPO and the BOCC does adopt by ordinance, on an annual basis, the most up-to-date copy from the TPO document, as part of the Capital Improvements Annual Update. The second part of the amendment, is to remove Section FLU 1.5.2. The BOCC has previously adopted Ordinance 2015-45, removing minimum residential densities from all Future Land Use categories, therefore making the minimum density requirement of this Section, for MU-S FLU no longer applicable.*

**B. July 5, 2018**

**1.** 5:45 p.m. - A Public Hearing to amend the Official Zoning map to include the

follow Rezoning case heard by the Planning Board on June 5, 2018.

| | |
|---|---|
| **Case No.:** | ***Z-2018-06*** |
| Address: | 15 Herman Street |
| Property Reference No.: | 05-2S-30-1002-000-033 |
| From: | HDMU, High Density Mixed-use district (25 du/acre) |
| To: | HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre) |
| FLU Category: | Com, Commercial |
| Commissioner District: | 3 |
| Requested by: | Wiley C. "Buddy" Page, Agent for Raymond and Sylvia Ward, Owner |

**2.** 5:46 p.m. - A Public Hearing - Distance Between Dwelling Units Ordinance

*Summary: The Ordinance is changing the language on the distance between dwelling units, to allow for more flexibility on site plans and to be more environmentally friendly. Distance between dwelling units may be required to have 30 feet between them. New added language will require that the distance does not have to exceed over 15 feet.*

**3.** 5:47 p.m. - A Public Hearing - Changes to the DSM from the April PAC Meeting Ordinance

*Summary: Changes to Chapter 1, Design Standards Manual (DSM) Chapter 1, Engineering, concerning stormwater ponds, roadway design, removing a reference to density bonus. LDC, Chapter 6 definitions, adding definition for conveyance system.*

**4.** 5:48 p.m. - A Public Hearing - Minor Subdivision Land Division Ordinance

*Summary: The Ordinance is clarifying the process of splitting lots or the division of land, creating a more established starting point of dividing land by using the Lot of Record as a starting point. For the purposes of the LDC, the lot of record (as defined in Chapter 6) is the reference for any division of land and the basis for determining the applicable review and approval process for such division.*

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**Attachments**

*No file(s) attached.*

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# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14182** **County Administrator's Report 11. 1.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 06/07/2018
**Issue:** Request for Dispoisition of Property
**From:** Pam Childers, Clerk of the Circuit Court & Comptroller
**Organization:** Clerk & Comptroller's Office
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property of the Clerk & Comptroller's Office - Pam Childers, Clerk of the Circuit Court and Comptroller

That the Board approve the Request for Disposition of Property Form for the Clerk & Comptroller's Office for all of the equipment, which is described and listed on the list provided with the Request Form, with reason for disposition stated. The items are to be auctioned as surplus or disposed of properly.

## BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.06.

## BUDGETARY IMPACT:

N/A

## LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

## PERSONNEL:

N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's Policy Section II, Part B.1, Procedures for Disposition of Property.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

COC IT Disposals

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# REQUEST FOR DISPOSITION OF PROPERTY
# ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Clerk of Court & Comptroller COST CENTER NO: Information Technology

Pam Childers, Clerk of the Circuit Court & Comptroller DATE: April 25, 2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kara B Carver Phone No: 595-4830

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

| TAG (Y / N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|---|---|---|---|---|---|---|
| | | see attached listing | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Disposal Comments: BCC Recycling and/or Auction

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 4-30-18

FROM: Escambia County Department Director (Signature): Pam Childers

Director (Print Name): Pam Childers, Clerk of the Circuit Court & Comptroller

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____
Clerk & Comptroller's Finance Signature of Receipt Date

**Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.** rev. sh 11.19.13

Clerk
Information Technolocy
Dated: 4-26-18

| TAG (Y/N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|---|---|---|---|---|---|---|
| Y | 38709 | Phone answer machine | | | | |
| Y | 43223 | Phone answer machine | | | | |
| Y | 46770 | Dell Optiplex G1 | G194Y | P6300 | 2011 | OBSOLETE |
| Y | 47639 | Dell Poweredge 6300 | 4U5E4 | P6300 | 1999 | OBSOLETE |
| Y | 47675 | Sonicwall Pro | 0040100E95AG | | 2000 | OBSOLETE |
| Y | 47689 | Dell Poweredge 6400 | J35V101 | P6400 | 2000 | OBSOLETE |
| Y | 48971 | Dell Poweredge 6400 | CW01K01 | C600 | 2006 | OBSOLETE |
| Y | 52195 | Dell Poweredge 2600 | 864KH31 | P2600 | 2003 | OBSOLETE |
| Y | 52443 | HP Poweredge 6600 | 4SZYH31 | 6600 | 2003 | OBSOLETE |
| Y | 52590 | Dell powervault storage | D6H5Y51 | 220S | 2004 | OBSOLETE |
| Y | 53746 | Dell Latitude D610 | G761971 | D610 | 2005 | OBSOLETE |
| Y | 53750 | Sonicwall Pro 360 | 0006B10D0DA8 | 3060 | 2005 | OBSOLETE |
| Y | 53779 | HP 4350 | CNDXC13333 | 4350N | 2005 | OBSOLETE |
| Y | 53804 | Dell GX520 | 30JWG81 | GX520 | 2005 | OBSOLETE |
| Y | 53812 | Quantum Rack | RDO536BBB00014 | | 2005 | OBSOLETE |
| Y | 53826 | Canon 9080C | CZ305355 | 9080C | 2005 | OBSOLETE |
| Y | 53835 | HP 4350 | CNGXF37785 | 4350TN | 2006 | OBSOLETE |
| Y | 53887 | Dell D820 | D2QBMB1 | D820 | 2006 | OBSOLETE |
| Y | 53888 | Dell Latitude D820 | 62QBMB1 | D820 | 2006 | OBSOLETE |
| Y | 53889 | Dell D820 | 22QBMB1 | D820 | 2006 | OBSOLETE |
| Y | 53891 | Sonicwall SSL-VPN | 6B127A158 | VPN2000 | 2006 | OBSOLETE |
| Y | 55184 | HP 4350 | CNGCXC43015 | 3050DTN | 2006 | OBSOLETE |
| Y | 55186 | HP 4350 | CNGXF69285 | 4350DTN | 2006 | OBSOLETE |
| Y | 55189 | Sonicwall Pro 4100 | 006B12036F6 | 4100 | 2006 | OBSOLETE |
| Y | 55195 | Dell 2950 | 3YMNHB1 | 2950 | 2006 | OBSOLETE |
| Y | 55196 | Dell 2950 | 8YMNHB1 | 2950 | 2006 | OBSOLETE |
| Y | 55212 | HP 4350 | CNRXG66738 | 4350DTN | 2007 | OBSOLETE |
| Y | 56537 | Dell 745 | 9NVYDDI | 745 | 2007 | OBSOLETE |
| Y | 56602 | Dell Latitude Laptop | FR9YLD1 | D630 | 2007 | OBSOLETE |
| Y | 56605 | Check Signer - EPROM | | 3200 | 2007 | OBSOLETE |
| Y | 56606 | Check Signer - EPROM | | 3200 | 2007 | OBSOLETE |
| Y | 56609 | Dell powervault storage | 36FVL11 | 220S | 2007 | OBSOLETE |
| Y | 56610 | Dell powervault storage | 5DK5C11 | 220S | 207 | OBSOLETE |
| Y | 56632 | HP 2150G switch | CN821DG072 | | | OBSOLETE |
| Y | 58652 | Dell E6510 | 7FGWVM1 | E6510 | 2010 | OBSOLETE |
| Y | 58661 | HP Procurve 2510 | CNG035DG0N6 | 2510G-48 | 2010 | OBSOLETE |

SELECTION CRITERIA: assets.tagno in ('38709','43223','46770','47639','47675','47689','48971','52195','52443','52590','53746','53750'

SORTED BY: assets.tagno,assets.improvement_num

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | DEPRECIATION INFORMATION | |
|---|---|---|---|---|---|---|
| 46770 | DELL PERSONAL COMPUTER | | FUNDING GENERAL | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
| -000 | MFR DELL | CLS M | VENDOR DELL MARKETING | | DEP N POST DP N | DEP METH |
| | MODEL P6300 1998 | CAT 100 | PO 980354 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N G19Y4 | LOC MIS | CHECK 7026 | UN CST 1830.00 | ACCUM DEP | 1830.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 09/02/98 | COST 1830.00 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS | DPT MIS | INS CO #4020-MGT INFO SYSTEMS | | DEP BASIS | 1830.00 |
| | NEXT SCHEDULED MAINTENANCE 06/23/11 | GRT | INS VAL 0.00 | | LAST POSTING DATE | 09/30/06 |
| | PUBLIC COMPUTER | | | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | DEPRECIATION INFORMATION | |
|---|---|---|---|---|---|---|
| 47639 | SERVER POWEREDGE 6300 | | FUNDING GENERAL | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
| -000 | MFR DELL | CLS M | VENDOR DELL MARKETING L.P. | | DEP N POST DP N | DEP METH |
| | MODEL POWEREDGE 6300 | CAT 100 | PO 990467 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N 4U5E4 | LOC MIS | CHECK 8962 | UN CST 20148.00 | ACCUM DEP | 20148.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 09/13/99 | COST 20148.00 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS YOSEMITE | DPT MIS | INS CO | | DEP BASIS | 20148.00 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL 0.00 | | LAST POSTING DATE | 09/30/06 |
| | | | | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | DEPRECIATION INFORMATION | |
|---|---|---|---|---|---|---|
| 47675 | SONICWALL PRO FIREWALL | | FUNDING GENERAL | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
| -000 | MFR SONICWALL | CLS M | VENDOR RC COMPUTER | | DEP N POST DP N | DEP METH |
| | MODEL 01-SSC2650 | CAT 100 | PO 2000397 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N 0040100E95AF | LOC MIS | CHECK 10396 | UN CST 2495.00 | ACCUM DEP | 2495.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 07/17/00 | COST 2495.00 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS WC1 | DPT MIS | INS CO | | DEP BASIS | 2495.00 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL 0.00 | | LAST POSTING DATE | 09/30/06 |
| | | | | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

SELECTION CRITERIA: assets.tagno in ('38709','43223','46770','47639','47675','47689','48971','52195','52443','52590','53746','53750'

SORTED BY: assets.tagno,assets.improvement_num

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | | DEPRECIATION INFORMATION | |
|---|---|---|---|---|---|---|---|
| 47689 | SERVER DELL POWEREDGE 6400 | | FUNDING GENERAL | CAPITAL ASSET Y | | EST LIFE 3 | DEP LIFE |
| -000 | MFR DELL | CLS M | VENDOR DELL | | | DEP N POST DP N | DEP METH |
| | MODEL POWEREDGE 6400 | CAT 100 | PO 2000504 | UNITS 1 | | SALVAGE VALU | .00 |
| | S/N J35V101 | LOC MIS | CHECK 10810 | UN CST 13546.00 | | ACCUM DEP | 13546.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 09/28/00 | COST 13546.00 | | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS BATMAN | DPT MIS | INS CO | | | DEP BASIS | 13546.00 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL | 0.00 | | LAST POSTING DATE | 09/30/06 |
| | "CASPER OLD ONE" | | | | | SALE AMOUNT | .00 |
| | | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | | DEPRECIATION INFORMATION | |
|---|---|---|---|---|---|---|---|
| 48971 | LAPTOP COMPUTER DELL C600 | | FUNDING GENERAL | CAPITAL ASSET Y | | EST LIFE 3 | DEP LIFE |
| -000 | MFR DELL | CLS M | VENDOR DELL | | | DEP N POST DP N | DEP METH |
| | MODEL C600 760MHZ PENTIUM III | CAT 100 | PO 2001316 | UNITS 1 | | SALVAGE VALU | .00 |
| | S/N CWO1K01 | LOC MIS | CHECK 11799 | UN CST 2685.00 | | ACCUM DEP | 2685.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 05/02/01 | COST 2685.00 | | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS In Case | DPT MIS | INS CO LEGAL | | | DEP BASIS | 2685.00 |
| | NEXT SCHEDULED MAINTENANCE 09/01/06 | GRT | INS VAL | 0.00 | | LAST POSTING DATE | 09/30/06 |
| | | | | | | SALE AMOUNT | .00 |
| | | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | | DEPRECIATION INFORMATION | |
|---|---|---|---|---|---|---|---|
| 52195 | SERVER POWEREDGE 2600, 2.8GHZ | | FUNDING GENERAL | CAPITAL ASSET Y | | EST LIFE 3 | DEP LIFE |
| -000 | MFR DELL COMPUTERS | CLS M | VENDOR DELL COMPUTERS | | | DEP N POST DP N | DEP METH |
| | MODEL 2600 | CAT 100 | PO 2003615 | UNITS 1 | | SALVAGE VALU | .00 |
| | S/N 864KH31 | LOC MIS | CHECK | UN CST 10758.00 | | ACCUM DEP | 10758.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 09/22/03 | COST 10758.00 | | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS IMAGES | DPT MIS | INS CO MIS | | | DEP BASIS | 10758.00 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL | 0.00 | | LAST POSTING DATE | 09/30/06 |
| | DEL MAINT PO#2007416 | | MAINT ATTACHED | | | SALE AMOUNT | .00 |
| | | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

SELECTION CRITERIA: assets.tagno in ('38709','43223','46770','47639','47675','47689','48971','52195','52443','52590','53746','53750'

SORTED BY: assets.tagno,assets.improvement_num

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | DEPRECIATION INFORMATION | |
|---|---|---|---|---|---|---|
| 52443 | SERVER POWEREDGE 6600 | | FUNDING SPEC REV | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
| -000 | MFR DELL | CLS M | VENDOR DELL MARKETING LP | | DEP N POST DP N | DEP METH |
| | MODEL 6600 | CAT 100 | PO 2003617 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N 4SZYH31 | LOC MIS | CHECK | UN CST 24274.00 | ACCUM DEP | 24274.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 09/29/03 | COST 24274.00 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS SCOOBY | DPT MIS | INS CO MIS | | DEP BASIS | 24274.00 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL 0.00 | | LAST POSTING DATE | 09/30/06 |
| | SCOOBY-DELL MNT PO2007416 | | SEE ATTACHED | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | DEPRECIATION INFORMATION | |
|---|---|---|---|---|---|---|
| 52590 | DELL POWERVAULT STORAGE ENCL | | FUNDING SPEC REV | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
| -000 | MFR DELL | CLS M | VENDOR DELL COMPUTERS LLP | | DEP N POST DP N | DEP METH |
| | MODEL POWERVAULT 220S | CAT 100 | PO 2005056 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N D6H5Y51 | LOC MIS | CHECK 17920 | UN CST 10937.00 | ACCUM DEP | 10937.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 11/08/04 | COST 10937.00 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS CLK IMG | DPT MIS | INS CO MIS | | DEP BASIS | 10937.00 |
| | NEXT SCHEDULED MAINTENANCE 09/01/06 | GRT | INS VAL 0.00 | | LAST POSTING DATE | 09/30/07 |
| | DELL MAINT PO#2007416 | | MAINT ATTACHED | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | DEPRECIATION INFORMATION | |
|---|---|---|---|---|---|---|
| 53746 | LAPTOP COMPUTER DELL D610 | | FUNDING GENERAL | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
| -000 | MFR DELL COMPUTERS | CLS M | VENDOR DELL COMPUTERS | | DEP N POST DP N | DEP METH |
| | MODEL LATTITUDE D610 | CAT 100 | PO 2005335 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N G761971 | LOC MIS | CHECK 18703 | UN CST 2556.09 | ACCUM DEP | 2556.09 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 04/25/05 | COST 2556.09 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS Lendy | DPT MIS | INS CO MIS | | DEP BASIS | 2556.09 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL 0.00 | | LAST POSTING DATE | 09/30/07 |
| | LENDY AT HOME | | | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

SELECTION CRITERIA: assets.tagno in ('38709','43223','46770','47639','47675','47689','48971','52195','52443','52590','53746','53750'

SORTED BY: assets.tagno,assets.improvement_num

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | DEPRECIATION INFORMATION | |
|---|---|---|---|---|---|---|
| 53750 | SONIC WALL PRO 3060 | | FUNDING GENERAL | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
| -000 | MFR SONICWALL INC | CLS M | VENDOR CDW-G | | DEP N POST DP N | DEP METH |
| | MODEL PRO3060 | CAT 100 | PO 2005333 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N 0006B10D0DA8 | LOC MIS | CHECK 18724 | UN CST 2236.00 | ACCUM DEP | 2236.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 04/29/05 | COST 2236.00 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS WC1 | DPT MIS | INS CO MIS | | DEP BASIS | 2236.00 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL | 0.00 | LAST POSTING DATE | 09/30/07 |
| | CDWG PO#2008238 MAINT | | | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

| DISTRIBUTION INFORMATION | | | | |
|---|---|---|---|---|
| FUNCTION | ACTIVITY | DEP ORGN | ACCOUNT | PCT |
| SPI SPI DEFAULT | SPI SPI DEFAULT | | | 1.00 |

| 53779 | LASER PRINTER HP 4350N | | FUNDING GENERAL | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
|---|---|---|---|---|---|---|
| -000 | MFR HEWLETT PACKARD | CLS M | VENDOR CDWG | | DEP N POST DP N | DEP METH |
| | MODEL HP4350N | CAT 101 | PO 2005625 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N CNDXC13333 | LOC MIS | CHECK 19310 | UN CST 1514.00 | ACCUM DEP | 1514.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 08/15/05 | COST 1514.00 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS | DPT MIS | INS CO PROBATE | | DEP BASIS | 1514.00 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL | 0.00 | LAST POSTING DATE | 09/30/07 |
| | | | | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

| DISTRIBUTION INFORMATION | | | | |
|---|---|---|---|---|
| FUNCTION | ACTIVITY | DEP ORGN | ACCOUNT | PCT |
| SPI SPI DEFAULT | SPI SPI DEFAULT | | | 1.00 |

| 53804 | PC DELL GX520 COMPUTER | | FUNDING GENERAL | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
|---|---|---|---|---|---|---|
| -000 | MFR DELL COMPUTERS | CLS M | VENDOR DELL COMPUTERS | | DEP N POST DP N | DEP METH |
| | MODEL GX520 | CAT 100 | PO 2005685 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N 30JWG81 | LOC MIS | CHECK 19411 | UN CST 1262.38 | ACCUM DEP | 1262.38 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 09/16/05 | COST 1262.38 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS MIS | DPT MIS | INS CO CLERK | | DEP BASIS | 1262.38 |
| | NEXT SCHEDULED MAINTENANCE 09/01/06 | GRT | INS VAL | 0.00 | LAST POSTING DATE | 09/30/07 |
| | LISA | | | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

| DISTRIBUTION INFORMATION | | | | |
|---|---|---|---|---|
| FUNCTION | ACTIVITY | DEP ORGN | ACCOUNT | PCT |
| SPI SPI DEFAULT | SPI SPI DEFAULT | | | 1.00 |

SELECTION CRITERIA: assets.tagno in ('38709','43223','46770','47639','47675','47689','48971','52195','52443','52590','53746','53750'

SORTED BY: assets.tagno,assets.improvement_num

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | DEPRECIATION INFORMATION | |
|---|---|---|---|---|---|---|
| 53812 | QUANTUM RACK BHJCA-EY | | FUNDING GENERAL | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
| -000 | MFR QUANTUM | CLS M | VENDOR CDWG | | DEP N POST DP N | DEP METH |
| | MODEL BHJCA-EY 659311 | CAT 110 | PO 2005689 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N RD0536BBB00014 | LOC MIS | CHECK 19443 | UN CST 6400.00 | ACCUM DEP | 6400.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 09/27/05 | COST 6400.00 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS C4 | DPT MIS | INS CO | | DEP BASIS | 6400.00 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL | 0.00 | LAST POSTING DATE | 09/30/08 |
| | G WARD | | | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

| 53826 | SCANNER CANON DR 9080C | | FUNDING SPEC REV | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
|---|---|---|---|---|---|---|
| -000 | MFR CANON | CLS M | VENDOR CDWG | | DEP N POST DP N | DEP METH |
| | MODEL DR9080C | CAT 107 | PO 2006072 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N CZ305355 | LOC MIS | CHECK 19678 | UN CST 6200.00 | ACCUM DEP | 6200.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 11/09/05 | COST 6200.00 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS closet | DPT MIS | INS CO MIS | | DEP BASIS | 6200.00 |
| | NEXT SCHEDULED MAINTENANCE 12/06/05 | GRT | INS VAL | 0.00 | LAST POSTING DATE | 09/30/09 |
| | SCAN STATION | | | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

| 53835 | LASER PRINTER HP4350TN | | FUNDING SPEC REV | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
|---|---|---|---|---|---|---|
| -000 | MFR HEWLETT PACKARD | CLS M | VENDOR CDWG | | DEP N POST DP N | DEP METH |
| | MODEL HP4350TN | CAT 101 | PO 2006221 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N CNGXF37785 | LOC TRAFFIC | CHECK 20120 | UN CST 1725.00 | ACCUM DEP | 1725.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 02/21/06 | COST 1725.00 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS COLLECT | DPT TRAFFIC | INS CO MIS | | DEP BASIS | 1725.00 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL | 0.00 | LAST POSTING DATE | 09/30/09 |
| | | | | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

SELECTION CRITERIA: assets.tagno in ('38709','43223','46770','47639','47675','47689','48971','52195','52443','52590','53746','53750'

SORTED BY: assets.tagno,assets.improvement_num

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | DEPRECIATION INFORMATION |
|---|---|---|---|---|---|
| 53887 | LAPTOP DELL D820 LATITUDE | | FUNDING SPEC REV CAPITAL ASSET Y | | EST LIFE 3 DEP LIFE |
| -000 | MFR DELL | CLS M | VENDOR DELL | | DEP N POST DP N DEP METH |
| | MODEL D820 LATITUDE | CAT 100 | PO 2006636 | UNITS 1 | SALVAGE VALU .00 |
| | S/N D2QBMB1 | LOC MIS | CHECK 20974 | UN CST 1882.03 | ACCUM DEP 1882.03 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 08/17/06 | COST 1882.03 | REM BOOK BASIS .00 |
| | CONDITION GOOD STATUS MIS | DPT MIS | INS CO MIS | | DEP BASIS 1882.03 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL 0.00 | | LAST POSTING DATE 09/30/09 |
| | | | | | SALE AMOUNT .00 |
| | | | | | RETIRED DATE |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | DEPRECIATION INFORMATION |
|---|---|---|---|---|---|
| 53888 | LAPTOP DELL D820 LATITUDE | | FUNDING SPEC REV CAPITAL ASSET Y | | EST LIFE 3 DEP LIFE |
| -000 | MFR DELL | CLS M | VENDOR DELL | | DEP N POST DP N DEP METH |
| | MODEL D820 | CAT 100 | PO 2006636 | UNITS 1 | SALVAGE VALU .00 |
| | S/N 62QBMB1 | LOC MIS | CHECK 20974 | UN CST 1882.03 | ACCUM DEP 1882.03 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 08/18/06 | COST 1882.03 | REM BOOK BASIS .00 |
| | CONDITION GOOD STATUS Lendy | DPT MIS | INS CO MIS | | DEP BASIS 1882.03 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL 0.00 | | LAST POSTING DATE 09/30/09 |
| | MIS ADM CONF RM | | | | SALE AMOUNT .00 |
| | | | | | RETIRED DATE |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | DEPRECIATION INFORMATION |
|---|---|---|---|---|---|
| 53889 | LAPTOP DELL D820 LATITUDE | | FUNDING SPEC REV CAPITAL ASSET Y | | EST LIFE 3 DEP LIFE |
| -000 | MFR DELL | CLS M | VENDOR DELL | | DEP N POST DP N DEP METH |
| | MODEL D820 | CAT 100 | PO 2006636 | UNITS 1 | SALVAGE VALU .00 |
| | S/N 22QBMB1 | LOC MIS | CHECK 20974 | UN CST 1882.03 | ACCUM DEP 1882.03 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 08/18/06 | COST 1882.03 | REM BOOK BASIS .00 |
| | CONDITION GOOD STATUS TRNG RM | DPT MIS | INS CO MIS | | DEP BASIS 1882.03 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL 0.00 | | LAST POSTING DATE 09/30/09 |
| | | | | | SALE AMOUNT .00 |
| | | | | | RETIRED DATE |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

SELECTION CRITERIA: assets.tagno in ('38709','43223','46770','47639','47675','47689','48971','52195','52443','52590','53746','53750'

SORTED BY: assets.tagno,assets.improvement_num

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | DEPRECIATION INFORMATION | |
|---|---|---|---|---|---|---|
| 53891 | SONIC WALL SSL-VPN 2000 | | FUNDING SPEC REV | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
| -000 | MFR | CLS M | VENDOR CDWG | | DEP N POST DP N | DEP METH |
| | MODEL VPN-2000 | CAT 100 | PO 2006668 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N 6B127A158 | LOC MIS | CHECK 20996 | UN CST 1600.00 | ACCUM DEP | 1600.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 08/29/06 | COST 1600.00 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS SERV RM | DPT MIS | INS CO MIS | | DEP BASIS | 1600.00 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL | 0.00 | LAST POSTING DATE | 09/30/09 |
| | CDWG 2008238 MAINT CONT | | | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 55184 | LASER PRINTER HP4350DTN | | FUNDING SPEC REV | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
| -000 | MFR HEWLETT PACKARD | CLS M | VENDOR CDW-G | | DEP N POST DP N | DEP METH |
| | MODEL HP4350DTN | CAT 101 | PO 2006671 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N CNGXC43015 | LOC MIS | CHECK 20996 | UN CST 1735.00 | ACCUM DEP | 1735.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 08/31/06 | COST 1735.00 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS | DPT MIS | INS CO FINANCE | | DEP BASIS | 1735.00 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL | 0.00 | LAST POSTING DATE | 09/30/09 |
| | | | | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 55186 | LASER PRINTER HP4350DTN | | FUNDING SPEC REV | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
| -000 | MFR HEWLETT PACKARD | CLS M | VENDOR CDW-G | | DEP N POST DP N | DEP METH |
| | MODEL HP4350DTN | CAT 101 | PO 2006671 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N CNGXF69285 | LOC MIS | CHECK 20996 | UN CST 1735.00 | ACCUM DEP | 1735.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 08/31/06 | COST 1735.00 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS Closet | DPT MIS | INS CO FINANCE | | DEP BASIS | 1735.00 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL | 0.00 | LAST POSTING DATE | 09/30/09 |
| | | | | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

SELECTION CRITERIA: assets.tagno in ('38709','43223','46770','47639','47675','47689','48971','52195','52443','52590','53746','53750'

SORTED BY: assets.tagno,assets.improvement_num

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | DEPRECIATION INFORMATION | |
|---|---|---|---|---|---|---|
| 55189 | SONIC WALL PRO4100 | | FUNDING SPEC REV | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
| -000 | MFR | CLS M | VENDOR CDWG | | DEP N POST DP N | DEP METH |
| | MODEL SONIC WALL PRO 4100 | CAT 100 | PO 2006668 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N 006B12036F6 | LOC MIS | CHECK 20996 | UN CST 4900.00 | ACCUM DEP | 4900.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 08/31/06 | COST 4900.00 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS SERV RM | DPT MIS | INS CO MIS | | DEP BASIS | 4900.00 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL 0.00 | | LAST POSTING DATE | 09/30/09 |
| | CORR S/N 006B1DIDA8 | | (PERHAPS REPLACED???) | | SALE AMOUNT | .00 |
| | INVENTORIED 9/14/07 | | CDW PO#2008238 MAINT CONT | | RETIRED DATE | |
| | MID RACJ AT BOTTOM SER RM | | | | | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

| 55195 | SERVER - DELL 2950 W/PERC4DC | | FUNDING SPEC REV | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
|---|---|---|---|---|---|---|
| -000 | MFR DELL | CLS M | VENDOR THIS OLD STORE | | DEP N POST DP N | DEP METH |
| | MODEL 2950 | CAT 100 | PO 2006783 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N 3YMNHB1 | LOC MIS | CHECK 21162 | UN CST 4459.00 | ACCUM DEP | 4459.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 09/29/06 | COST 4459.00 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS BLOSSOM | DPT MIS | INS CO MIS C | | DEP BASIS | 4459.00 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL 0.00 | | LAST POSTING DATE | 09/30/10 |
| | | | | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

| 55196 | SERVER - DELL 2950 W/PERC4DC | | FUNDING SPEC REV | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
|---|---|---|---|---|---|---|
| -000 | MFR DELL | CLS M | VENDOR THIS OLD STORE | | DEP N POST DP N | DEP METH |
| | MODEL 2950 | CAT 100 | PO 2006783 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N 8YMNHB1 | LOC MIS | CHECK 21162 | UN CST 4459.00 | ACCUM DEP | 4459.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 09/29/06 | COST 4459.00 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS TWEETY | DPT MIS | INS CO MIS C | | DEP BASIS | 4459.00 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL 0.00 | | LAST POSTING DATE | 09/30/10 |
| | TWEETY | | | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

SELECTION CRITERIA: assets.tagno in ('38709','43223','46770','47639','47675','47689','48971','52195','52443','52590','53746','53750'

SORTED BY: assets.tagno,assets.improvement_num

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | | DEPRECIATION INFORMATION | |
|---|---|---|---|---|---|---|---|
| 55212 | LASER PRINTER HP4350DTN | | FUNDING | GENERAL | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
| -000 | MFR | CLS M | VENDOR | CDW-G | | DEP N POST DP N | DEP METH |
| | MODEL HP4350DTN | CAT 101 | PO | 2007315 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N CNRXG66738 | LOC MIS | CHECK | 22292 | UN CST 2040.00 | ACCUM DEP | 2040.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE | 05/09/07 | COST 2040.00 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS Storage | DPT MIS | INS CO | | | DEP BASIS | 2040.00 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL | | 0.00 | LAST POSTING DATE | 09/30/10 |
| | | | | | | SALE AMOUNT | .00 |
| | | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

| 56537 | PC DELL OPTIPLEX 745 MINITOWER | | FUNDING | SPEC REV | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
|---|---|---|---|---|---|---|---|
| -000 | MFR DELL | CLS M | VENDOR | DELL | | DEP N POST DP N | DEP METH |
| | MODEL 745 OPIPLEX MINITOWER | CAT 100 | PO | 02007500 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N 9NVYDDI | LOC MIS | CHECK | 22541 | UN CST 1080.90 | ACCUM DEP | 1080.90 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE | 08/06/07 | COST 1080.90 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS storerm | DPT MIS | INS CO | | | DEP BASIS | 1080.90 |
| | NEXT SCHEDULED MAINTENANCE 08/01/11 | GRT | INS VAL | | 0.00 | LAST POSTING DATE | 09/30/10 |
| | | | | | | SALE AMOUNT | .00 |
| | | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

| 56602 | LAPTOP COMP DELL LATITUDE D630 | | FUNDING | GENERAL | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
|---|---|---|---|---|---|---|---|
| -000 | MFR DELL | CLS M | VENDOR | CDW-G | | DEP N POST DP N | DEP METH |
| | MODEL LATITUDE D630 | CAT 100 | PO | 02007591 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N FR9YLD1 | LOC MIS | CHECK | | UN CST 1558.60 | ACCUM DEP | 1558.60 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE | 08/21/07 | COST 1558.60 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS Schlage | DPT MIS | INS CO | | | DEP BASIS | 1558.60 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL | | 0.00 | LAST POSTING DATE | 09/30/10 |
| | COBRA LOCK LAPTOP | | | | | SALE AMOUNT | .00 |
| | | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

SELECTION CRITERIA: assets.tagno in ('38709','43223','46770','47639','47675','47689','48971','52195','52443','52590','53746','53750'

SORTED BY: assets.tagno,assets.improvement_num

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | DEPRECIATION INFORMATION | |
|---|---|---|---|---|---|---|
| 56605 | CHECK SIGNER CERTEX MODEL 3200 | | FUNDING GENERAL | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
| -000 | MFR EPROM | CLS M | VENDOR RELYCO | | DEP N POST DP N | DEP METH |
| | MODEL 3200 | CAT 999 | PO 02007623 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N 0735216 | LOC MIS | CHECK EFT9/20/07 | UN CST 1930.00 | ACCUM DEP | 1930.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 09/28/07 | COST 1930.00 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS Store RM | DPT MIS | INS CO | | DEP BASIS | 1930.00 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL | 0.00 | LAST POSTING DATE | 09/30/11 |
| | 1YR WARRANTY W/CERTEX | | SEE WARRANTY ATTACHED | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | DEPRECIATION INFORMATION | |
|---|---|---|---|---|---|---|
| 56606 | CHECK SIGNER MODEL EPROM 3200 | | FUNDING GENERAL | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
| -000 | MFR EPROM | CLS M | VENDOR RELYCO | | DEP N POST DP N | DEP METH |
| | MODEL 3200 | CAT 999 | PO 02007623 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N 0735216 | LOC MIS | CHECK EFT9/20/07 | UN CST 1930.00 | ACCUM DEP | 1930.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 09/28/07 | COST 1930.00 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS Box | DPT MIS | INS CO | | DEP BASIS | 1930.00 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL | 0.00 | LAST POSTING DATE | 09/30/11 |
| | 1 YR WARRANTY W/CERTEX | | CERTEX WARRANTY ATTACHED | | SALE AMOUNT | .00 |
| | | | IN BECKY'S PRINTER | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | DEPRECIATION INFORMATION | |
|---|---|---|---|---|---|---|
| 56609 | POWERVAULT DELL 220S | | FUNDING GENERAL | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
| -000 | MFR DELL | CLS M | VENDOR THIS OLD STORE | | DEP N POST DP N | DEP METH |
| | MODEL 220S | CAT 100 | PO 02008057 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N 36FVL11 | LOC MIS | CHECK 60022983 | UN CST 5701.29 | ACCUM DEP | 5701.29 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 11/15/07 | COST 5701.29 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS SAMBA | DPT MIS | INS CO | | DEP BASIS | 5701.29 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL | 0.00 | LAST POSTING DATE | 09/30/11 |
| | | | | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

SELECTION CRITERIA: assets.tagno in ('38709','43223','46770','47639','47675','47689','48971','52195','52443','52590','53746','53750'

SORTED BY: assets.tagno,assets.improvement_num

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | DEPRECIATION INFORMATION | |
|---|---|---|---|---|---|---|
| 56610 | POWERVAULT DELL 220S | | FUNDING GENERAL | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
| -000 | MFR DELL | CLS M | VENDOR THIS OLD STORE | | DEP N POST DP N | DEP METH |
| | MODEL 220S | CAT 100 | PO 02008057 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N 5DK5C11 | LOC MIS | CHECK 60022983 | UN CST 5701.29 | ACCUM DEP | 5701.29 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 11/15/07 | COST 5701.29 | REM BOOK BASIS | .00 |
| | CONDITION GOOD STATUS IMAGES | DPT MIS | INS CO | | DEP BASIS | 5701.29 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL | 0.00 | LAST POSTING DATE | 09/30/11 |
| | | | | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | DEPRECIATION INFORMATION | |
|---|---|---|---|---|---|---|
| 56632 | SWITCHES - HP2150G-48 | | FUNDING GENERAL | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
| -000 | MFR HEWLETT PACKARD | CLS M | VENDOR CDW-G | | DEP N POST DP N | DEP METH |
| | MODEL HP2150G-48 | CAT 100 | PO 02008423 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N CN821DG072 | LOC MIS | CHECK | UN CST 1376.54 | ACCUM DEP | 1376.54 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 09/03/08 | COST 1376.54 | REM BOOK BASIS | .00 |
| | CONDITION 08142012STATUS NW JURY | DPT MIS | INS CO | | DEP BASIS | 1376.54 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL | 0.00 | LAST POSTING DATE | 09/30/11 |
| | NETWORK CLOSET NEAR | | JURY ASSEMBLY | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | DEPRECIATION INFORMATION | |
|---|---|---|---|---|---|---|
| 58652 | DELL LAPTOP E6510 COMPUTER | | FUNDING GENERAL | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE |
| -000 | MFR DELL | CLS M | VENDOR DELL | | DEP N POST DP N | DEP METH |
| | MODEL E6510 | CAT 100 | PO 02010419 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N 7FGWVM1 | LOC MIS | CHECK | UN CST 1545.57 | ACCUM DEP | 1545.57 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE 09/20/10 | COST 1545.57 | REM BOOK BASIS | .00 |
| | CONDITION STATUS Workroom | DPT MIS | INS CO | | DEP BASIS | 1545.57 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL | 0.00 | LAST POSTING DATE | 09/30/13 |
| | JUSTIN SMITH | | | | SALE AMOUNT | .00 |
| | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION | | ACTIVITY | | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| SPI | SPI DEFAULT | SPI | SPI DEFAULT | | | 1.00 |

SELECTION CRITERIA: assets.tagno in ('38709','43223','46770','47639','47675','47689','48971','52195','52443','52590','53746','53750'

SORTED BY: assets.tagno,assets.improvement_num

| ASSET ID | DESCRIPTIVE INFORMATION | | ACQUISITION INFORMATION | | | DEPRECIATION INFORMATION | |
|---|---|---|---|---|---|---|---|
| 58661 | HP PROCURVE SWITCHES 2510G-48 | | FUNDING | GENERAL | CAPITAL ASSET Y | EST LIFE 3 | DEP LIFE 3 |
| -000 | MFR HEWLETT PACKARD | CLS M | VENDOR | CDW G | | DEP N POST DP N | DEP METH SL |
| | MODEL 2510G-48 | CAT 100 | PO | 2010436 | UNITS 1 | SALVAGE VALU | .00 |
| | S/N CNG035DG0N6 | LOC MIS | CHECK | 60000 | UN CST 1399.00 | ACCUM DEP | 1399.00 |
| | INVENTORY DATE | FUND TYPE G | ACQUIRE | 09/29/10 | COST 1399.00 | REM BOOK BASIS | .00 |
| | CONDITION STATUS Storage | DPT MIS | INS CO | MIS | | DEP BASIS | 1399.00 |
| | NEXT SCHEDULED MAINTENANCE | GRT | INS VAL | 0.00 | | LAST POSTING DATE | 09/30/14 |
| | | | | | | SALE AMOUNT | .00 |
| | | | | | | RETIRED DATE | |

DISTRIBUTION INFORMATION

| FUNCTION SPI | FUNCTION SPI DEFAULT | ACTIVITY SPI | ACTIVITY SPI DEFAULT | DEP ORGN | ACCOUNT | PCT |
|---|---|---|---|---|---|---|
| | | | | | | 1.00 |

REPORT TOTAL 34 RECORDS SELECTED

| | |
|---|---|
| COST | 157,363.75 |
| INSURANCE VALUE | .00 |
| SALVAGE VALUE | .00 |
| ACCUMULATED DEPRECIATION | 157,363.75 |
| SALE AMOUNT | .00 |

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14198** **County Administrator's Report 11. 2.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 06/07/2018
**Issue:** Waste Services - Request for Disposition of Property
**From:** Pat Johnson, Department Director
**Organization:** Waste Services
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

That the Board approve the five Request for Disposition of Property Forms for the Waste Services Department, for disposition of a Caterpillar Track Type Tractor (Form 1); a Probe for Vapor Analyzer, a Foxboro Vapor Analyzer, and a Variable Speed Pump (Form 2); a Kohler Generator, a 20 CY Roll Off Container and three 30 CY Roll Off Containers (Form 3); two 30 CY Roll Off Containers (Form 4); and a Conveyor System (Form 5).

All property is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or appropriately recycled or disposed.

## BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Requests for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County and suitable to be auctioned or appropriately recycled or disposed.

## BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

## LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2 Section II, Procedures for Disposition of County Property.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the BCC, the Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for thirty (30) days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

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**Attachments**

Disposition of Property Forms 1-5

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Form 1

# REQUEST FOR DISPOSITION OF PROPERTY
# ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services COST CENTER NO: 230314

Dennis Rigby DATE: 3/22/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 937-2166

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

| TAG (Y / N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|---|---|---|---|---|---|---|
| N | 57025 | Caterpillar Track Type Tractor | WCG00403 | D6T | 2008 | Fair |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Disposal Comments: Machine to be auctioned

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): PATRICK JOHNSON

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

**Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.** rev. sh 11.19.13

Form 2

# REQUEST FOR DISPOSITION OF PROPERTY
# ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services COST CENTER NO: 230304

Susan R. Holt DATE: 5/14/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

| TAG (Y / N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|---|---|---|---|---|---|---|
| N | 43798 | Probe for Vapor Analyzer | n/a | TVA1000 FID/PID | 1996 | fair |
| Y | 43799 | Foxboro Vapor Analyzer | 15867015 | TVA1000 FID/PID | 1996 | fair |
| N | 46826 | Variable Speed Pump | n/a | SRSII | 1998 | poor |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Disposal Comments: Environmental equipment is obsolete and is of no further use to the County. It will be appropriately recycled or disposed.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

**Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.** rev. sh 11.19.13

Form 3

# REQUEST FOR DISPOSITION OF PROPERTY
# ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services COST CENTER NO: 230306/230314

Susan R. Holt DATE: 5/15/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

| TAG (Y / N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|---|---|---|---|---|---|---|
| N | 29098 | Kohler Generator | 158758 | 30ROZ281 | 1984 | poor |
| N | 44307 | 20 CY Roll Off Container | 58780 | R2242 | 1996 | poor |
| N | 45803 | 30 CY Roll Off Container | 63938 | RCA2242 | 1997 | poor |
| N | 45804 | 30 CY Roll Off Container | 63939 | RCA2242 | 1997 | poor |
| N | 50640 | 30 CY Roll Off Container | 96223 | RCA2242 | 2001 | poor |
| | | | | | | |

Disposal Comments: Equipment is beyond repair and is of no further use to the County. It will be appropriately recycled.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

**Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.** rev. sh 11.19.13

Form 4

# REQUEST FOR DISPOSITION OF PROPERTY
# ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services COST CENTER NO: 230306

Susan R. Holt DATE: 5/15/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

| TAG (Y / N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|---|---|---|---|---|---|---|
| N | 45643 | 30 CY Roll Off Container | 63252 | RCA2242 | 1997 | poor |
| N | 45648 | 30 CY Roll Off Container | 63257 | RCA2242 | 1997 | poor |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Disposal Comments: Equipment is beyond repair and is of no further use to the County. It will be appropriately recycled.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____
Clerk & Comptroller's Finance Signature of Receipt Date

**Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.** rev. sh 11.19.13

Form 5

# REQUEST FOR DISPOSITION OF PROPERTY
# ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services COST CENTER NO: 230306

Susan R. Holt DATE: 5/22/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

| TAG (Y / N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|---|---|---|---|---|---|---|
| N | 52745 | Conveyor System | n/a | n/a | 2003 | poor |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Disposal Comments: Equipment is beyond repair and is of no further use to the County. It will be appropriately recycled.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

**Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.** rev. sh 11.19.13

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14196** **County Administrator's Report 11. 3.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 06/07/2018
**Issue:** Statewide Mutual Aid Agreement Between the Florida Division of Emergency Management and Escambia County, Florida
**From:** Mike Weaver, Department Director
**Organization:** Public Safety
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the State of Florida, Division of Emergency Management, Statewide Mutual Aid Agreement, for Statewide Mutual Aid between the State of Florida and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the State of Florida, Division of Emergency Management, Statewide Mutual Aid Agreement, for Statewide mutual aid between the State of Florida and Escambia County, Florida:

A. Approve the State of Florida, Division of Emergency Management, Statewide Mutual Aid Agreement between the Florida Division of Emergency Management and Escambia County, Florida, for statewide mutual aid that would allow Escambia County to develop and enter into mutual Agreements within the State for reciprocal emergency aid, that is effective on the date of execution by the last-signing party and that shall automatically renew each year after its execution; and

B. Authorize the Chairman or Vice Chairman to execute the Statewide Mutual Aid Agreement and any subsequent documentation related to the implementation of this Agreement.

## BACKGROUND:

The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of cost incurred by the local governments which render such

assistance. On February 26, 2018, this agreement was modified by the Division of Emergency Management. This document replaces the April 20, 2007 edition of the Statewide Mutual Aid Agreement.

**BUDGETARY IMPACT:**

None

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and approved this Statewide Mutual Aid Agreement as to form and legal sufficiency.

**PERSONNEL:**

Implementation of this Statewide Mutual Aid Agreement will be accomplished with existing personnel. No additional personnel are required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board of County Commissioner policies require all Statewide Mutual Aid Agreement to be approved by it.

**IMPLEMENTATION/COORDINATION:**

John Dosh, Manager of the Division of Emergency Management, will be responsible for the implementation and maintenance of this Statewide Mutual Aid Agreement.

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**Attachments**

Statewide Mutual Aid Agreement

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STATE OF FLORIDA

# DIVISION OF EMERGENCY MANAGEMENT

**RICK SCOTT**
Governor

**WESLEY MAUL**
Director

## STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

### ARTICLE I.

**Definitions.** As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Division of Emergency Management

C. The "Participating Parties" to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The "Requesting Parties" to this Agreement are Participating Parties who request assistance during an emergency.

E. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The "State Coordinating Officer" is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An "educational district" is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A "local government" is any educational district or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

**ARTICLE II.**

**Applicability of the Agreement.** A Participating Party may request assistance under this Agreement for a "major" or "catastrophic disaster" as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a "minor" disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a "minor disaster" or other such emergencies.

**ARTICLE III.**

**Invocation of the Agreement.** In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

**ARTICLE IV.**

**Responsibilities of Requesting Parties.** To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

**ARTICLE V.**

**Responsibilities of Assisting Parties.** Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

**ARTICLE VI.**

**Rendition of Assistance.** After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

**ARTICLE VII.**

**Procedures for Reimbursement.** Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

**ARTICLE VIII.**

**Costs Eligible for Reimbursement.** The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

## ARTICLE IX.

**Insurance.** Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

**ARTICLE X.**

**General Requirements.** Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

**ARTICLE XI.**

**Effect of Agreement.** Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

## ARTICLE XII.

**Interpretation and Application of Agreement**. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.***

**IN WITNESS WHEREOF**, the Participating Parties have duly executed this Agreement on the date specified below:

**FOR ADOPTION BY A COUNTY**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

---

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, STATE OF
FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST:
CLERK OF THE CIRCUIT COURT

By: _____ Date: _____
Deputy Clerk

**Approved as to form and legal sufficiency.**
**By/Title:** _____
**Date:** 5/8/18

# FORM C

## CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: Escambia County Board of County Commissioners

Mailing Address: 221 Palafox Place

Pensacola, FL. 32502

### Authorized Representative Contact Information

Primary Authorized Representative

Name: Mike Weaver

Title: Director, Public Safety

Address: 6575 North "W" Street Pensacola FL. 32505

Day Phone: 850-471-6400 Night Phone: 850-393-4960

Facsimile: 850-475-5535 Email: mdweaver@myescambia.com

1st Alternate Authorized Representative

Name: John Dosh

Title: Emergency Manager

Address: 6575 North "W" Street Pensacola, FL. 32505

Day Phone: 850-471-6409 Night Phone: 850-393-4944

Facsimile: 850-476-3839 Email: john_dosh@myescambia.com

2nd Alternate Authorized Representative

Name: Tamika Williams

Title: Public Safety Business Operations Manager

Address: 6575 North "W" Street Pensacola, FL 32505

Day Phone: 850-471-6425 Night Phone: 850-393-4959

Facsimile: 850-475-5535 Email: tlwilliams@myescambia.com

******PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR******

Attachment 1

# STATEWIDE MUTUAL AID AGREEMENT

**Type or print all information except signatures**
**Form B**

## PART I — TO BE COMPLETED BY THE REQUESTING PARTY

| | | | | | |
|---|---|---|---|---|---|
| Date: | | Time: | HRS (local) | | Mission No: |
| Point of Contact: | | Telephone No: | | E-mail address: | |
| Requesting Party: | | | Assisting Party: | | |
| Incident Requiring Assistance: | | | | | |
| Type of Assistance/Resources Needed (use Part IV for additional space) | | | | | |
| Date & Time Resources Needed: | | | | Location (address): | |
| Approximated Date/Time Resources Released: | | | | | |
| Authorized Official's Name: | | | Signature: | | |
| Title: | | Agency: | | | |

## PART II — TO BE COMPLETED BY THE ASSISTING PARTY

| | | | | | |
|---|---|---|---|---|---|
| Contact Person: | | Telephone No: | | E-mail address: | |
| Type of Assistance Available: | | | | | |
| Date & Time Resources Available | | | | To: | |
| Location (address): | | | | | |
| Approximate Total cost for mission: | $ | | | | |
| Travel: $ | Personnel: $ | | Equipment & Materials: $ | | Contract Rental: $ . |
| Logistics Required from Requesting Party Yes ☐ | (Provide information on attached Part IV) | | | No ☐ | |
| Authorized Official's Name: | | | Title: | | |
| Date: | Signature: | | | Local Mission No: | |

## PART III — TO BE COMPLETED BY THE REQUESTING PARTY

| | | | |
|---|---|---|---|
| Authorized Official's Name: | | Title: | |
| Signature: | | Agency: | |



Revised: March 2018

**PART IV**

**STATEWIDE MUTUAL AID AGREEMENT**
**Type or print all information except signatures**
**Form B (continued)**

**MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION**

**FEMA's SCHEDULE OF EQUIPMENT RATES**

**DEPARTMENT OF HOMELAND SECURITY**
**FEDERAL EMERGENCY MANAGEMENT AGENCY**
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER SEPTMBER 1, 2017.

| FEMA Code ID | | Equipment Description | | | | | |
|---|---|---|---|---|---|---|---|
| Cost Code | Equipment | Specifications | Capacity or Size | HP | Notes | Unit | 2017 Rate |
| 8010 | Air Compressor | Air Delivery | 41 CFM | to 10 | Hoses included. | hour | $1.51 |
| 8011 | Air Compressor | Air Delivery | 103 CFM | to 30 | Hoses included. | hour | $8.84 |
| 8012 | Air Compressor | Air Delivery | 130 CFM | to 50 | Hoses included. | hour | $11.14 |
| 8013 | Air Compressor | Air Delivery | 175 CFM | to 90 | Hoses included. | hour | $18.39 |
| 8014 | Air Compressor | Air Delivery | 400 CFM | to 145 | Hoses included. | hour | $30.47 |
| 8015 | Air Compressor | Air Delivery | 575 CFM | to 230 | Hoses included. | hour | $48.71 |
| 8016 | Air Compressor | Air Delivery | 1100 CFM | to 355 | Hoses included. | hour | $92.88 |
| 8017 | Air Compressor | Air Delivery | 1600 CFM | to 500 | Hoses included. | hour | $96.96 |
| 8040 | Ambulance | | | to 150 | | hour | $28.00 |
| 8041 | Ambulance | | | to 210 | | hour | $40.50 |
| 8050 | Board, Arrow | | | to 8 | Trailer Mounted. | hour | $4.43 |
| 8051 | Board, Message | | | to 5 | Trailer Mounted. | hour | $11.61 |
| 8060 | Auger, Portable | Hole Diameter | 16 In | to 6 | | hour | $2.14 |
| 8061 | Auger, Portable | Hole Diameter | 18 In | to 13 | | hour | $4.30 |
| 8062 | Auger, Tractor Mntd | Max. Auger Diameter | 36 In | to 13 | Includes digger, boom and mounting hardware. | hour | $3.16 |
| 8063 | Auger, Truck Mntd | Max. Auger Size | 24 In | to 100 | mounting hardware. Add this rate to tractor rate for total | hour | $34.28 |
| 8064 | Hydraulic Post Driver | | | | | hour | $35.10 |
| 8065 | Auger | Horizontal Directional Boring Machine | 250 X 100 | 300 | DD-140B YR-2003 | hour | $169.40 |
| 8066 | Auger | Horizontal Directional Boring Machine | 50 X 100 | | | hour | $31.95 |
| 8067 | Auger, Directional Boring Machine | Auger, Directional Boring Machine | | | | hour | $36.97 |
| 8070 | Automobile | | | to 130 | Transporting people. | mile | **$0.535** |
| 8071 | Automobile | | | to 130 | Transporting cargo. | hour | $12.32 |
| 8072 | Automobile, Police | | | to 250 | Patrolling. | mile | **$0.535** |
| 8073 | Automobile, Police | | | to 250 | Stationary with engine running. | hour | $15.69 |
| 8075 | Motorcycle, Police | | | | | mile | **$0.505** |
| **8076** | Automibile - Chevy Trailblazer | 6 or 8 cl | | 285 to 300 | | hour | $22.00 |
| **8077** | Automobile - Ford Expedition | Fire Command Center | | | | hour | $19.00 |
| 8080 | All Terrain Vehicle (ATV) | Engine 110cc, 4-Wheel; 20" tyre | | 6.5-7.5 | | hour | $8.20 |
| 8081 | All Terrain Vehicle (ATV) | Engine 125cc, 4-Wheel; 21" tyre | | 7.6-8.6 | | hour | $8.50 |
| 8082 | All Terrain Vehicle (ATV) | Engine 150cc, 4-Wheel; 22" tyre | | 9.0-10.0 | | hour | $8.51 |
| 8083 | All Terrain Vehicle (ATV) | Engine 200cc, 4-Wheel; 24" tyre | | 12-14.0 | | hour | $9.00 |
| 8084 | All Terrain Vehicle (ATV) | Engine 250cc, 4-Wheel; 24" tyre | | 15-17 | | hour | $9.40 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 8085 | All Terrain Vehicle (ATV) | Engine 300cc, 4-Wheel; 24" tyre | | 18-20 | | hour | $10.20 |
| 8086 | All Terrain Vehicle (ATV) | Engine 400cc. 4-Wheel; 25" tyre | | 26-28 | | hour | $11.64 |
| 8087 | All Terrain Vehicle (ATV) | Engine 450cc, 4-Wheel; 25" tyre | | 26-28 | | hour | $12.40 |
| 8088 | All Terrain Vehicle (ATV) | Engine 650cc, 4-Wheel; 25" tyre | | 38-40 | | hour | $13.20 |
| 8089 | All Terrain Vehicle (ATV) | Engine 750cc, 4-Wheel; 25" tyre | | 44-46 | | hour | $14.00 |
| 8110 | Barge, Deck | Size | 50'x35'x7.25' | | | hour | $49.10 |
| 8111 | Barge, Deck | Size | 50'x35'x9' | | | hour | $58.70 |
| 8112 | Barge, Deck | Size | 120'x45'x10' | | | hour | $109.50 |
| 8113 | Barge, Deck | Size | 160'x45'x11" | | | hour | $133.75 |
| 8120 | Boat, Tow | Size | 55'x20'x5' | to 870 | Steel. | hour | $317.54 |
| 8121 | Boat, Tow | Size | 60'x21'x5' | to 1050 | Steel. | hour | $358.65 |
| 8122 | Boat, Tow | Size | 70'x30'x7.5' | to 1350 | Steel. | hour | $569.00 |
| 8123 | Boat, Tow | Size | 120'x34'x8' | to 2000 | Steel. | hour | $1,094.24 |
| 8124 | Airboat | 815AGIS Airboat w/spray unit | 15'x8' | 400 | | hour | $31.00 |
| 8125 | Airboat | 815AGIS Airboat w/spray unit | 15'x8' | 425 | | hour | $31.95 |
| 8126 | Swamp Buggy | Conquest | | 360 | | hour | $39.25 |
| 8129 | Compactor -2-Ton Pavement Roller | 2 ton | | | | hour | $28.25 |
| 8130 | Boat, Row | | | | Heavy duty. | hour | $1.44 |
| 8131 | Boat, Runabout | Size | 13'x5' | to 50 | Outboard. | hour | $12.00 |
| 8132 | Boat, Tender | Size | 14'x7' | to 100 | Inboard with 360 degree drive. | hour | $16.50 |
| 8133 | Boat, Push | Size | 45'x21'x6' | to 435 | Flat hull. | hour | $217.20 |
| 8134 | Boat, Push | Size | 54'x21'x6' | to 525 | Flat hull. | hour | $267.35 |
| 8135 | Boat, Push | Size | 58'x24'x7.5' | to 705 | Flat hull. | hour | $325.35 |
| 8136 | Boat, Push | Size | 64'x25'x8' | to 870 | Flat hull. | hour | $358.50 |
| 8140 | Boat, Tug | Length | 16 Ft | to 100 | | hour | $42.60 |
| 8141 | Boat, Tug | Length | 18 Ft | to 175 | | hour | $62.55 |
| 8142 | Boat, Tug | Length | 26 Ft | to 250 | | hour | $78.95 |
| 8143 | Boat, Tug | Length | 40 Ft | to 380 | | hour | $196.50 |
| 8144 | Boat, Tug | Length | 51 Ft | to 700 | | hour | $271.85 |
| 8147 | Boat, Inflatable Rescue Raft | Zodiac | | | | hour | $1.10 |
| 8148 | Boat, Runabout | 1544 lbs | 11 passenger capacity | 190-250 | | hour | $62.55 |
| 8149 | Boat, removable engine | 2000 Johnson Outboard Motor w 15" shaft | | 15 | | hour | $1.50 |
| 8150 | Broom, Pavement | Broom Length | 72 In | to 35 | | hour | $24.50 |
| 8151 | Broom, Pavement | Broom Length | 96 In | to 100 | | hour | $27.60 |
| 8153 | Broom, Pavement, Mntd | Broom Length | 72 In | to 18 | Add Prime Mover cost for total rate | hour | $6.20 |
| 8154 | Broom, Pavement, Pull | Broom Length | 84 In | to 20 | Add Prime Mover cost for total rate | hour | $20.77 |
| 8157 | Sweeper, Pavement | | | to 110 | | hour | $76.70 |
| 8158 | Sweeper, Pavement | | | to 230 | | hour | $96.80 |
| 8180 | Bus | | | to 150 | | hour | $20.95 |
| 8181 | Bus | | | to 210 | | hour | $25.45 |
| 8182 | Bus | | | to 300 | | hour | $38.35 |
| 8183 | Blower | Gasoline powered Toro Pro Force | | 27 | | hour | $15.37 |
| **8184** | Back-Pack Blower | | | to 4.4 | | hour | $1.50 |
| **8185** | Walk-Behind Blower | | | 13 | | hour | $6.50 |
| **8187** | Chainsaw | 20" Bar, 3.0 cu in | | | | hour | $1.40 |
| **8188** | Chainsaw | 20" Bar 5.0 cu in | | | | hour | $2.45 |
| **8189** | Chainsaw | 20" Bar 6.0 cu in | | | | hour | $2.65 |
| 8190 | Chain Saw | Bar Length | 16 In | | | hour | $1.70 |
| 8191 | Chain Saw | Bar Length | 25 In | | | hour | $3.45 |
| 8192 | Chain Saw, Pole | Bar Size | 18 In | | | hour | $1.25 |
| 8193 | Skidder | model 748 E | | to 173 | | hour | $52.70 |
| 8194 | Skidder | model 648 G11 | | to 177 | | hour | $104.30 |
| 8195 | Cutter, Brush | Cutter Size | 8 ft | to 150 | | hour | $115.35 |
| 8196 | Cutter, Brush | Cutter Size | 8 ft | to 190 | | hour | $129.35 |
| 8197 | Cutter, Brush | Cutter Size | 10 ft | to 245 | | hour | $136.30 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 8198 | Bruncher Cutter | Cutter, Brush - 247 hp, 1997 Model 511 Feller | | to 247 | | hour | $187.75 |
| 8199 | Log Trailer | 40 ft | | | | hour | $9.90 |
| 8200 | Chipper, Brush | Chipping Capacity | 6 In | to 35 | Trailer Mounted. | hour | $8.60 |
| 8201 | Chipper, Brush | Chipping Capacity | 9 In | to 65 | Trailer Mounted. | hour | $16.86 |
| 8202 | Chipper, Brush | Chipping Capacity | 12 In | to 100 | Trailer Mounted. | hour | $24.31 |
| 8203 | Chipper, Brush | Chipping Capacity | 15 In | to 125 | Trailer Mounted. | hour | $35.00 |
| 8204 | Chipper, Brush | Chipping Capacity | 18 In | to 200 | Trailer Mounted. | hour | $50.10 |
| 8208 | Loader - Tractor - Knuckleboom | model Barko 595 ML | | to 173 | | hour | $161.89 |
| 8209 | Loader - Wheel | model 210 w/ Buck Saw 50 inch Bar | | to 240 | | hour | $97.00 |
| 8210 | Clamshell & Dragline, Crawler | | 149,999 lbs | to 235 | Bucket not included in rate. | hour | $127.40 |
| 8211 | Clamshell & Dragline, Crawler | | 250,000 lbs | to 520 | Bucket not included in rate. | hour | $166.20 |
| 8212 | Clamshell & Dragline, Truck | | | to 240 | Bucket not included in rate. | hour | $145.00 |
| 8220 | Compactor | | | to 10 | | hour | $15.10 |
| 8221 | Compactor, towed, Vibratory Drum | | | to 45 | | hour | $31.70 |
| 8222 | Compactor, Vibratory, Drum | | | to 75 | | hour | $22.30 |
| 8223 | Compactor, pneumatic, wheel | | | to 100 | | hour | $26.00 |
| 8225 | Compactor, Sanitation | | | to 300 | | hour | $92.75 |
| 8226 | Compactor, Sanitation | | | to 400 | | hour | $152.30 |
| 8227 | Compactor, Sanitation | | | 535 | | hour | $249.75 |
| 8228 | Compactor, towed, Pneumatic, Wheel | | 10000 lbs | | Include prime mover rate | hour | $17.00 |
| 8229 | Compactor, towed, Drum Static | | 20000 lbs | | Include prime mover rate | hour | $15.80 |
| 8240 | Feeder, Grizzly | | | to 35 | | hour | $22.20 |
| 8241 | Feeder, Grizzly | | | to 55 | | hour | $32.45 |
| 8242 | Feeder, Grizzly | | | to 75 | | hour | $64.25 |
| 8250 | Dozer, Crawler | | | to 75 | | hour | $51.30 |
| 8251 | Dozer, Crawler | | | to 105 | | hour | $38.30 |
| 8252 | Dozer, Crawler | | | to 160 | | hour | $93.74 |
| 8253 | Dozer, Crawler | | | to 250 | | hour | $149.75 |
| 8254 | Dozer, Crawler | | | to 360 | | hour | $201.10 |
| 8255 | Dozer, Crawler | | | to 565 | | hour | $311.80 |
| 8256 | Dozer, Crawler | | | to 850 | | hour | $294.10 |
| 8260 | Dozer, Wheel | | | to 300 | | hour | $61.00 |
| 8261 | Dozer, Wheel | | | to 400 | | hour | $94.10 |
| 8262 | Dozer, Wheel | | | to 500 | | hour | $178.65 |
| 8263 | Dozer, Wheel | | | to 625 | | hour | $239.60 |
| 8269 | Box Scraper | 3 hitch attach for tractor; 2007 Befco | | | | hour | $3.50 |
| 8270 | Bucket, Clamshell | Capacity | 1.0 CY | | Includes teeth. Does not include Clamshell & Dragline | hour | $4.62 |
| 8271 | Bucket, Clamshell | Capacity | 2.5 CY | | Includes teeth. Does not include Clamshell & Dragline | hour | $8.73 |
| 8272 | Bucket, Clamshell | Capacity | 5.0 CY | | Includes teeth. Does not include Clamshell & Dragline | hour | $13.10 |
| 8273 | Bucket, Clamshell | Capacity | 7.5 CY | | Includes teeth. Does not include Clamshell & Dragline | hour | $22.40 |
| 8275 | Bucket, Dragline | Capacity | 2.0 CY | | Does not include Clamshell & Dragline | hour | $3.96 |
| 8276 | Bucket, Dragline | Capacity | 5.0 CY | | Does not include Clamshell & Dragline | hour | $9.90 |
| 8277 | Bucket, Dragline | Capacity | 10 CY | | Does not include Clamshell & Dragline | hour | $14.10 |
| 8278 | Bucket, Dragline | Capacity | 14 CY | | Does not include Clamshell & Dragline | hour | $18.65 |
| 8280 | Excavator, Hydraulic | Bucket Capacity | 0.5 CY | to 45 | Crawler, Truck & Wheel. Includes bucket. | hour | $18.00 |
| 8281 | Excavator, Hydraulic | Bucket Capacity | 1.0 CY | to 90 | Crawler, Truck & Wheel. Includes bucket. | hour | $34.20 |
| 8282 | Excavator, Hydraulic | Bucket Capacity | 1.5 CY | to 160 | Crawler, Truck & Wheel. Includes bucket. | hour | $52.70 |
| 8283 | Excavator, Hydraulic | Bucket Capacity | 2.5 CY | to 265 | Crawler, Truck & Wheel. Includes bucket. | hour | $153.00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 8284 | Excavator, Hydraulic | Bucket Capacity | 4.5 CY | to 420 | Crawler, Truck & Wheel. Includes bucket. | hour | $264.50 |
| 8285 | Excavator, Hydraulic | Bucket Capacity | 7.5 CY | to 650 | Crawler, Truck & Wheel. Includes bucket. | hour | $223.70 |
| 8286 | Excavator, Hydraulic | Bucket Capacity | 12 CY | to 1000 | Crawler, Truck & Wheel. Includes bucket. | hour | $455.00 |
| 8287 | Excavator | 2007 model Gradall XL3100 III | | 184 | | hour | $105.46 |
| 8288 | Excavator | 2003 model Gradall XL4100 III | | 238 | | hour | $113.20 |
| 8289 | Excavator | 2006 model Gradall XL5100 | | 230 | | hour | $88.80 |
| 8290 | Trowel, Concrete | Diameter | 48 In | to 12 | | hour | $4.80 |
| 8300 | Fork Lift | Capacity | 6000 Lbs | to 60 | | hour | $13.00 |
| 8301 | Fork Lift | Capacity | 12000 Lbs | to 90 | | hour | $18.50 |
| 8302 | Fork Lift | Capacity | 18000 Lbs | to 140 | | hour | $24.00 |
| 8303 | Fork Lift | Capacity | 50000 Lbs | to 215 | | hour | $51.40 |
| 8306 | Fork Lift Material handler | Diesel, CAT TH360B | 6600-11500 gvwr lbs | 99.9 | | hour | $27.90 |
| 8307 | Fork Lift Material handler | Diesel, CAT TH460B | | 99.9 | | hour | $30.15 |
| 8308 | Fork Lift Material handler | Diesel, CAT TH560B | | 99.9 | | hour | $35.80 |
| 8309 | Fork Lift Accessory | 2003 ACS Paddle Fork | | | | hour | $3.46 |
| 8310 | Generator | Prime Output | 5.5 KW | to 10 | | hour | $3.35 |
| 8311 | Generator | Prime Output | 16 KW | to 25 | | hour | $7.45 |
| 8312 | Generator | Prime Output | 43 KW | to 65 | | hour | $15.00 |
| 8313 | Generator | Prime Output | 100 KW | to 125 | | hour | $34.95 |
| 8314 | Generator | Prime Output | 150 KW | to 240 | | hour | $50.00 |
| 8315 | Generator | Prime Output | 210 KW | to 300 | | hour | $62.45 |
| 8316 | Generator | Prime Output | 280 KW | to 400 | | hour | $80.40 |
| 8317 | Generator | Prime Output | 350 KW | to 500 | | hour | $90.50 |
| 8318 | Generator | Prime Output | 530 KW | to 750 | | hour | $153.30 |
| 8319 | Generator | Prime Output | 710 KW | to 1000 | | hour | $222.00 |
| 8320 | Generator | Prime Output | 1100 KW | to 1500 | Open | hour | $349.00 |
| 8321 | Generator | Prime Output | 2500 KW | to 3000 | | hour | $533.75 |
| 8322 | Generator | Prime Output | 1,000 KW | to 1645 | Enclosed | hour | $403.30 |
| 8323 | Generator | Prime Output | 1,500 KW | to 2500 | Enclosed | hour | $511.22 |
| 8324 | Generator | Prime Output | 1100KW | 2500 | Enclosed | hour | $495.80 |
| 8325 | Generator | Prime Output | 40KW | 60 | | hour | $14.80 |
| 8326 | Generator | Prime Output | 20KW | 40 | | hour | $13.32 |
| 8330 | Graders | Moldboard Size | 10 Ft | to 110 | Includes Rigid and Articulate equipment. | hour | $43.30 |
| 8331 | Graders | Moldboard Size | 12 Ft | to 150 | Includes Rigid and Articulate equipment. | hour | $46.50 |
| 8332 | Graders | Moldboard Size | 14 Ft | to 225 | Includes Rigid and Articulate equipment. | hour | $67.50 |
| 8350 | Hose, Discharge | Diameter | 3 In | | Per 25 foot length. Includes couplings. | hour | $0.15 |
| 8351 | Hose, Discharge | Diameter | 4 In | | Per 25 foot length. Includes couplings. | hour | $0.24 |
| 8352 | Hose, Discharge | Diameter | 6 In | | Per 25 foot length. Includes couplings. | hour | $0.60 |
| 8353 | Hose, Discharge | Diameter | 8 In | | Per 25 foot length. Includes couplings. | hour | $0.60 |
| 8354 | Hose, Discharge | Diameter | 12 In | | Per 25 foot length. Includes couplings. | hour | $0.90 |
| 8355 | Hose, Discharge | Diameter | 16 In | | Per 25 foot length. Includes couplings. | hour | $1.70 |
| 8356 | Hose, Suction | Diameter | 3 In | | Per 25 foot length. Includes couplings. | hour | $0.30 |
| 8357 | Hose, Suction | Diameter | 4 In | | Per 25 foot length. Includes couplings. | hour | $0.35 |
| 8358 | Hose, Suction | Diameter | 6 In | | Per 25 foot length. Includes couplings. | hour | $1.15 |
| 8359 | Hose, Suction | Diameter | 8 In | | Per 25 foot length. Includes couplings. | hour | $1.10 |
| 8360 | Hose, Suction | Diameter | 12 In | | Per 25 foot length. Includes couplings. | hour | $1.70 |
| 8361 | Hose, Suction | Diameter | 16 In | | Per 25 foot length. Includes couplings. | hour | $3.15 |
| 8380 | Loader, Crawler | Bucket Capacity | 0.5 CY | to 32 | Includes bucket. | hour | $14.66 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 8381 | Loader, Crawler | Bucket Capacity | 1 CY | to 60 | Includes bucket. | hour | $34.30 |
| 8382 | Loader, Crawler | Bucket Capacity | 2 CY | to 118 | Includes bucket. | hour | $68.10 |
| 8383 | Loader, Crawler | Bucket Capacity | 3 CY | to 178 | Includes bucket. | hour | $101.30 |
| 8384 | Loader, Crawler | Bucket Capacity | 4 CY | to 238 | Includes bucket. | hour | $120.00 |
| 8390 | Loader, Wheel | Bucket Capacity | 0.5 CY | to 38 | | hour | $20.10 |
| 8391 | Loader, Wheel | Bucket Capacity | 1 CY | to 60 | | hour | $36.90 |
| 8392 | Loader, Wheel | Bucket Capacity | 2 CY | to 105 | CAT-926 | hour | $35.50 |
| 8393 | Loader, Wheel | Bucket Capacity | 3 CY | to 152 | | hour | $43.85 |
| 8394 | Loader, Wheel | Bucket Capacity | 4 CY | to 200 | | hour | $59.30 |
| 8395 | Loader, Wheel | Bucket Capacity | 5 CY | to 250 | | hour | $64.00 |
| 8396 | Loader, Wheel | Bucket Capacity | 6 CY | to 305 | | hour | $104.00 |
| 8397 | Loader, Wheel | Bucket Capacity | 7 CY | to 360 | | hour | $124.50 |
| 8398 | Loader, Wheel | Bucket Capacity | 8 CY | to 530 | | hour | $171.40 |
| 8401 | Loader, Tractor, Wheel | Bucket Capacity | 0.87 CY | to 80 | Case 580 Super L | hour | $33.73 |
| 8410 | Mixer, Concrete Portable | Batching Capacity | 10 Cft | | | hour | $3.05 |
| 8411 | Mixer, Concrete Portable | Batching Capacity | 12 Cft | 11 | | hour | $4.00 |
| 8412 | Mixer, Concrete, Trailer Mntd | Batching Capacity | 11 Cft | to 10 | | hour | $12.70 |
| 8413 | Mixer, Concrete, Trailer Mntd | Batching Capacity | 16 Cft | to 25 | | hour | $19.60 |
| 8419 | Breaker, Pavement Hand-Held | Weight | 25~90 Lbs | | | hour | $1.10 |
| 8420 | Breaker, Pavement | | | to 70 | | hour | $57.45 |
| 8423 | Spreader, Chip | Spread Hopper Width | 12.5 Ft | to 152 | | hour | $85.85 |
| 8424 | Spreader, Chip | Spread Hopper Width | 16.5 Ft | to 215 | | hour | $116.60 |
| 8425 | Spreader, Chip, Mntd | Hopper Size | 8 Ft | to 8 | Trailer & truck mounted. | hour | $4.60 |
| 8430 | Paver, Asphalt, Towed | | | | Does not include Prime Mover. | hour | $12.40 |
| 8431 | Paver, Asphalt | | | to 50 | Includes wheel and crawler equipment. | hour | $73.76 |
| 8432 | Paver, Asphalt | | | to 125 | Includes wheel and crawler equipment. | hour | $95.10 |
| 8433 | Paver, Asphalt | | | to 175 | Includes wheel and crawler equipment. | hour | $126.80 |
| 8434 | Paver, Asphalt | | 35,000Lbs & Over | to 250 | Includes wheel and crawler equipment. | hour | $209.65 |
| 8436 | Pick-up, Asphalt | | | to 110 | | hour | $96.85 |
| 8437 | Pick-up, Asphalt | | | to 150 | | hour | $135.00 |
| 8438 | Pick-up, Asphalt | | | to 200 | | hour | $93.50 |
| 8439 | Pick-up, Asphalt | | | to 275 | | hour | $204.00 |
| 8440 | Striper | Paint Capacity | 40 Gal | to 22 | | hour | $16.20 |
| 8441 | Striper | Paint Capacity | 90 Gal | to 60 | | hour | $22.90 |
| 8442 | Striper | Paint Capacity | 120 Gal | to 122 | | hour | $42.60 |
| 8445 | Striper, Truck Mntd | Paint Capacity | 120 Gal | to 460 | | hour | $78.60 |
| 8446 | Striper, Walk-behind | Paint Capacity | 12 Gal | | | hour | $4.00 |
| 8447 | Paver accessory -Belt Extension | 2002 Leeboy Conveyor Belt Extension | | | crawler | hour | $32.50 |
| 8450 | Plow, Snow, Grader Mntd | Width | to 10 Ft | | Include Grader for total cost | hour | $28.00 |
| 8451 | Plow, Snow, Grader Mntd | Width | to 14 Ft | | Include Grader for total cost | hour | $32.90 |
| 8452 | Plow, Truck Mntd | Width | to 15 Ft | | Include truck for total cost | hour | $24.35 |
| 8453 | Plow, Truck Mntd | Width | to 15 Ft | | With leveling wing. Include truck for total cost | hour | $40.80 |
| 8455 | Spreader, Sand | Mounting | Tailgate, Chassis | | | hour | $7.35 |
| 8456 | Spreader, Sand | Mounting | Dump Body | | | hour | $10.45 |
| 8457 | Spreader, Sand | Mounting | Truck (10yd) | | | hour | $13.15 |
| 8458 | Spreader, Chemical | Capacity | 5 CY | to 4 | Trailer & truck mounted. | hour | $6.00 |
| 8469 | Pump - Trash Pump | 10 MTC | 2" Pump | to 7 | 10,000 gph | hour | $7.25 |
| 8470 | Pump | Centrifugal, 8M pump | 2" - 10,000 gal/hr. | to 4.5 | Hoses not included. | hour | $6.10 |
| 8471 | Pump | Diaphragm pump | 2" - 3,000 gal/hr. | to 6 | Hoses not included. | hour | $6.75 |
| 8472 | Pump | Centrifugal, 18M pump | 3" - 18,000 gal/hr. pump | to 10 | Hoses not included. | hour | $7.99 |
| 8473 | Pump | | | to 15 | Hoses not included. | hour | $10.30 |
| 8474 | Pump | | | to 25 | Hoses not included. | hour | $13.60 |
| 8475 | Pump | | | to 40 | Hoses not included. | hour | $16.65 |
| 8476 | Pump | 4" - 40,000 gal/hr. | 4" - 40,000 gal/hr. | to 60 | Hoses not included. | hour | $27.10 |

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| 8477 | Pump | | | to 95 | Hoses not included. | hour | $32.00 |
| 8478 | Pump | | | to 140 | Hoses not included. | hour | $41.50 |
| 8479 | Pump | | | to 200 | Hoses not included. | hour | $49.90 |
| 8480 | Pump | | | to 275 | Does not include Hoses. | hour | $66.85 |
| 8481 | Pump | | | to 350 | Does not include Hoses. | hour | $82.00 |
| 8482 | Pump | | | to 425 | Does not include Hoses. | hour | $96.60 |
| 8483 | Pump | | | to 500 | Does not include Hoses. | hour | $114.00 |
| 8484 | Pump | | | to 575 | Does not include Hoses. | hour | $133.30 |
| 8485 | Pump | | | to 650 | Does not include Hoses. | hour | $154.70 |
| 8486 | Aerial Lift, Truck Mntd | Max. Platform Height | 40 Ft | | Add this rate to truck rate for total lift and truck rate | hour | $11.38 |
| 8487 | Aerial Lift, Truck Mntd | Max. Platform Height | 61 Ft | | Add this rate to truck rate for total lift and truck rate | hour | $20.54 |
| 8488 | Aerial Lift, Truck Mntd | Max. Platform Height | 80 Ft | | Add this rate to truck rate for total lift and truck rate | hour | $39.00 |
| 8489 | Aerial Lift, Truck Mntd | Max. Platform Load - 600Lbs | 81 Ft -100 Ft. Ht. | | Add this rate to truck rate for total lift and truck rate | hour | $39.50 |
| 8490 | Aerial Lift, Self-Propelled | Max. Platform Height | 37 Ft. Ht. | to 15 | Articulated, Telescoping, Scissor. | hour | $8.95 |
| 8491 | Aerial Lift, Self-Propelled | Max. Platform Height | 60 Ft. Ht. | to 30 | Articulated, Telescoping, Scissor. | hour | $16.10 |
| 8492 | Aerial Lift, Self-Propelled | Max. Platform Height | 70 Ft. Ht. | to 50 | Articulated, Telescoping, Scissor. | hour | $29.26 |
| 8493 | Aerial Lift, Self-Propelled | Max. Platform Height | 125 Ft. Ht. | to 85 | Articulated and Telescoping. | hour | $55.65 |
| 8494 | Aerial Lift, Self-Propelled | Max. Platform Height | 150 Ft. Ht. | to 130 | Articulated and Telescoping. | hour | $70.15 |
| 8495 | I.C. Aerial Lift, Self-Propelled | Max. Platform Load - 500 Lbs | 75"x155", 40Ft Ht. | to 80 | 2000 Lbs Capacity | hour | $28.95 |
| 8496 | Crane, Truck Mntd | Max. Lift Capacity | 24000 Lbs | | Include truck rate for total cost | hour | $14.90 |
| 8497 | Crane, Truck Mntd | Max. Lift Capacity | 36000 Lbs | | Include truck rate for total cost | hour | $22.40 |
| 8498 | Crane, Truck Mntd | Max. Lift Capacity | 60000 Lbs | | Include truck rate for total cost | hour | $36.50 |
| 8499 | Pump - Trash-Pump | CPB Rating - 10MTC | 10000 gal/Hr | 7 | Self- Priming Trash Pump | hour | $7.55 |
| 8500 | Crane | Max. Lift Capacity | 8 MT | to 80 | | hour | $38.70 |
| 8501 | Crane | Max. Lift Capacity | 15 MT | to 150 | | hour | $66.90 |
| 8502 | Crane | Max. Lift Capacity | 50 MT | to 200 | | hour | $90.00 |
| 8503 | Crane | Max. Lift Capacity | 70 MT | to 300 | | hour | $178.60 |
| 8504 | Crane | Max. Lift Capacity | 110 MT | to 350 | | hour | $243.20 |
| 8510 | Saw, Concrete | Blade Diameter | 14 In | to 14 | | hour | $7.20 |
| 8511 | Saw, Concrete | Blade Diameter | 26 In | to 35 | | hour | $12.00 |
| 8512 | Saw, Concrete | Blade Diameter | 48 In | to 65 | | hour | $25.10 |
| 8513 | Saw, Rock | | | to 100 | | hour | $33.50 |
| 8514 | Saw, Rock | | | to 200 | | hour | $63.00 |
| 8517 | Jackhammer (Dry) | Weight Class | 25-45 Lbs | | | hour | $1.66 |
| 8518 | Jackhammer (Wet) | Weight Class | 30-55 Lbs | | | hour | $1.84 |
| 8521 | Scraper | Scraper Capacity | 16 CY | to 250 | | hour | $107.15 |
| 8522 | Scraper | Scraper Capacity | 23 CY | to 365 | | hour | $155.50 |
| 8523 | Scraper | Scraper Capacity | 34 CY | to 475 | | hour | $270.00 |
| 8524 | Scraper | Scraper Capacity | 44 CY | to 600 | | hour | $265.70 |
| 8540 | Loader, Skid-Steer | Operating Capacity | 1000 Lbs | to 35 | | hour | $14.15 |
| 8541 | Loader, Skid-Steer | Operating Capacity | 2000 Lbs | to 65 | | hour | $37.00 |
| 8542 | Loader, Skid-Steer | Operating Capacity | 3000 Lbs | to 85 | | hour | $36.05 |
| 8550 | Snow Blower, Truck Mntd | Capacity | 600 Tph | to 75 | Does not include truck | hour | $34.60 |
| 8551 | Snow Blower, Truck Mntd | Capacity | 1400 Tph | to 200 | Does not include truck | hour | $94.00 |
| 8552 | Snow Blower, Truck Mntd | Capacity | 2000 Tph | to 340 | Does not include truck | hour | $142.50 |
| 8553 | Snow Blower, Truck Mntd | Capacity | 2500 Tph | to 400 | Does not include truck | hour | $154.80 |
| 8558 | Snow Thrower, Walk Behind | Cutting Width | 25 in | to 5 | | hour | $2.80 |
| 8559 | Snow Thrower, Walk Behind | Cutting Width | 60 in | to 15 | | hour | $14.10 |
| 8560 | Snow Blower | Capacity | 2,000 Tph | to 400 | | hour | $234.00 |
| 8561 | Snow Blower | Capacity | 2,500 Tph | to 500 | | hour | $255.00 |
| 8562 | Snow Blower | Capacity | 3,500 Tph | to 600 | | hour | $284.00 |

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| 8569 | Dust Control De-Ice Unit | 1300-2000 gal | 173"Lx98"Wx51"H | 5.5 | Hydro Pump w/100' 1/2" hose | hour | $3.45 |
| 8570 | Loader-Backhoe, Wheel | Loader Bucket Capacity | 0.5 CY | to 40 | Loader and Backhoe Buckets included. | hour | $22.15 |
| 8571 | Loader-Backhoe, Wheel | Loader Bucket Capacity | 1 CY | to 70 | Loader and Backhoe Buckets included. | hour | $29.50 |
| 8572 | Loader-Backhoe, Wheel | Loader Bucket Capacity | 1.5 CY | to 95 | Loader and Backhoe Buckets included. | hour | $38.60 |
| 8573 | Loader-Backhoe, Wheel | Loader Bucket Capacity | 1.75 CY | to 115 | Loader and Backhoe Buckets included. | hour | $47.77 |
| 8580 | Distributor, Asphalt | Tank Capacity | 500 Gal | | burners, insulated tank, and circulating spray bar. | hour | $14.76 |
| 8581 | Distributor, Asphalt | Tank Capacity | 1000 Gal | | burners, insulated tank, and circulating spray bar. Include | hour | $21.30 |
| 8582 | Distributor, Asphalt | Tank Capacity | 4000 Gal | | burners, insulated tank, and circulating spray bar. Include | hour | $30.15 |
| 8583 | Distributor | ETNYRE Oil Distributor Model - PB348 | | 300 | | hour | $41.60 |
| 8584 | Distributor | ETNYRE Quad Chip Spreader | | 280 | | hour | $83.20 |
| 8590 | Trailer, Dump | Capacity | 20 CY | | Does not include Prime Mover. | hour | $11.36 |
| 8591 | Trailer, Dump | Capacity | 30 CY | | Does not include Prime Mover. | hour | $13.10 |
| 8600 | Trailer, Equipment | Capacity | 30 Tons | | | hour | $14.15 |
| 8601 | Trailer, Equipment | Capacity | 40 Tons | | | hour | $15.50 |
| 8602 | Trailer, Equipment | Capacity | 60 Tons | | | hour | $18.85 |
| 8603 | Trailer, Equipment | Capacity | 120 Tons | | | hour | $28.35 |
| 8610 | Trailer, Water | Tank Capacity | 4000 Gal | | with sump and a rear spraybar. | hour | $13.50 |
| 8611 | Trailer, Water | Tank Capacity | 6000 Gal | | with sump and a rear spraybar. | hour | $16.55 |
| 8612 | Trailer, Water | Tank Capacity | 10000 Gal | | with sump and a rear spraybar. | hour | $19.20 |
| 8613 | Trailer, Water | Tank Capacity | 14000 Gal | | with sump and a rear spraybar. | hour | $23.77 |
| 8614 | Truck- Water Tanker | 1000 gal. tank | | 175 | | hour | $33.35 |
| 8620 | Tub Grinder | | | to 440 | | hour | $95.35 |
| 8621 | Tub Grinder | | | to 630 | | hour | $143.65 |
| 8622 | Tub Grinder | | | to 760 | | hour | $183.60 |
| 8623 | Tub Grinder | | | to 1000 | | hour | $322.00 |
| 8627 | Horizontal Grinder | Model HG6000 | | 630 | | hour | $57.36 |
| 8628 | Stump Grinder | 1988 Vermeer SC-112 | | 102 | | hour | $47.00 |
| 8629 | Stump Grinder | 24" grinding wheel | | 110 | | hour | $45.00 |
| 8630 | Sprayer, Seed | Working Capacity | 750 Gal | to 30 | Does not include Prime Mover. | hour | $14.00 |
| 8631 | Sprayer, Seed | Working Capacity | 1250 Gal | to 50 | Trailer & truck mounted. Does not include Prime | hour | $19.80 |
| 8632 | Sprayer, Seed | Working Capacity | 3500 Gal | to 115 | Does not include Prime Mover. | hour | $29.25 |
| 8633 | Mulcher, Trailer Mntd | Working Capacity | 7 TPH | to 35 | | hour | $14.10 |
| 8634 | Mulcher, Trailer Mntd | Working Capacity | 10 TPH | to 55 | | hour | $20.80 |
| 8635 | Mulcher, Trailer Mntd | Working Capacity | 20 TPH | to 120 | | hour | $29.45 |
| 8636 | Scraper | Soil Recycler WR 2400 | w 317 gal fuel tank | 563 | | hour | $239.85 |
| 8637 | Trailer CAT | Double Belly Bottom-dump Trailer | 26 CY of soil in one dump | 330 | 13 CY of soil each berry | hour | $92.33 |
| 8638 | Rake | Barber Beach Sand Rake 600HDr, towed | | | | hour | $15.40 |
| 8639 | Chipper | Wildcat 626 Cougar Trommel Screen chipper w belt | | 125 | | hour | $34.30 |
| 8640 | Trailer, Office | Trailer Size | 8' x 24' | | Cargo Size 16ft | hour | $1.95 |
| 8641 | Trailer, Office | Trailer Size | 8' x 32' | | Cargo Size 24ft | hour | $2.30 |
| 8642 | Trailer, Office | Trailer Size | 10' x 32' | | Cargo Size 20ft | hour | $2.65 |
| 8643 | Trailer | Haz-Mat Equipment trailer | 8'x18' | | | hour | $37.75 |
| 8644 | Trailer, Covered Utility Trailer | (7' X 16') | | | | hour | $5.65 |
| 8645 | Trailer, Dodge Ram | 8' x 24' shower trailer- 12 showers | | 101 | | hour | $29.45 |
| 8646 | Trailer, Dodge | 32' flatbed water | | | | hour | $27.90 |
| 8650 | Trencher | | | to 40 | Wheel Mounted. Chain and Wheel. | hour | $16.30 |

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| 8651 | Trencher | | | to 85 | Wheel Mounted. Chain and Wheel. | hour | $24.70 |
| 8654 | Trencher accessories | 2008 Griswold Trenchbox | | | | hour | $1.90 |
| 8660 | Plow, Cable | Plow Depth | 24 in | to 30 | | hour | $12.00 |
| 8661 | Plow, Cable | Plow Depth | 36 in | to 65 | | hour | $37.45 |
| 8662 | Plow, Cable | Plow Depth | 48 in | to 110 | | hour | $41.25 |
| 8670 | Derrick, Hydraulic Digger | Max. Boom Length | 60 Ft | | alignment attachment. Include truck rate | hour | $34.15 |
| 8671 | Derrick, Hydraulic Digger | Max. Boom Length | 90 Ft | | alignment attachment. Include truck rate | hour | $54.66 |
| 8680 | Truck, Concrete Mixer | Mixer Capacity | 13 CY | to 300 | | hour | $82.35 |
| 8684 | Truck, Fire | 100 Ft Ladder | | | | hour | $100.00 |
| 8690 | Truck, Fire | Pump Capacity | 1000 GPM | | | hour | $68.00 |
| 8691 | Truck, Fire | Pump Capacity | 1250 GPM | | | hour | $72.25 |
| 8692 | Truck, Fire | Pump Capacity | 1500 GPM | | | hour | $78.90 |
| 8693 | Truck, Fire | Pump Capacity | 2000 GPM | | | hour | $81.40 |
| 8694 | Truck, Fire Ladder | Ladder length | 75 FT | | | hour | $117.10 |
| 8695 | Truck, Fire Ladder | Ladder length | 150 FT | | | hour | $142.75 |
| 8696 | Truck, Fire | No Ladder | | 330 | Rescure Equipment | hour | $93.47 |
| 8700 | Truck, Flatbed | Maximum Gvw | 15000 Lbs | to 200 | | hour | $20.60 |
| 8701 | Truck, Flatbed | Maximum Gvw | 25000 Lbs | to 275 | | hour | $35.00 |
| 8702 | Truck, Flatbed | Maximum Gvw | 30000 Lbs | to 300 | | hour | $27.10 |
| 8703 | Truck, Flatbed | Maximum Gvw | 45000 Lbs | to 380 | | hour | $44.70 |
| 8708 | Trailer, semi | 48ft to 53ft, flat-bed, freight, two axle | 50,000+ gvwr | | | hour | $8.45 |
| 8709 | Trailer, semi | enclosed 48 ft to 53 ft, two axles | 50,000+ gvwr | | | hour | $9.50 |
| 8710 | Trailer, semi | 28ft, single axle, freight | 25,000 gvwr | | | hour | $9.70 |
| 8711 | Flat bed utility trailer | 6 ton | | | | hour | $3.10 |
| 8712 | Cleaner, Sewer/Catch Basin | Hopper Capacity | 5 CY | | Truck Mounted. | hour | $24.80 |
| 8713 | Cleaner, Sewer/Catch Basin | Hopper Capacity | 14 CY | | Truck Mounted. | hour | $31.30 |
| 8714 | Vactor | 800 Gal Spoils/400 Gal Water | 500/800 gal | 49 | | hour | $82.75 |
| 8715 | Truck, Hydro Vac | model LP555DT | | | | hour | $18.00 |
| 8716 | Leaf Vac | Tow by Truck 22,000 cfm capacity | | 85 | Leaf Vac + Truck Code 8811 | hour | $51.25 |
| 8717 | Truck, Vacuum | 60,000 GVW | | 400 | | hour | $74.20 |
| 8719 | Litter Picker | model 2007 Barber | | | towed by tractor | hour | $9.60 |
| 8720 | Truck, Dump | Struck Capacity | 8 CY | to 220 | | hour | $48.90 |
| 8721 | Truck, Dump | Struck Capacity | 10 CY | to 320 | | hour | $60.77 |
| 8722 | Truck, Dump | Struck Capacity | 12 CY | to 400 | | hour | $67.70 |
| 8723 | Truck, Dump | Struck Capacity | 18 CY | to 400 | | hour | $75.50 |
| 8724 | Truck, Dump, Off Highway | Struck Capacity | 28 CY | to 450 | | hour | $121.20 |
| 8725 | Truck, Dump | Struck Capacity | 14 CY | to 400 | | hour | $77.80 |
| 8730 | Truck, Garbage | Capacity | 25 CY | to 255 | | hour | $48.50 |
| 8731 | Truck, Garbage | Capacity | 32 CY | to 325 | | hour | $55.90 |
| 8733 | E-BAM Services | Environmental Beta Attenuation Air Monitor | | | Powered by Solar System | hour | $3.00 |
| 8734 | Attenuator, safety | that can stop a vehicle at 60 mph | | | | hour | $5.50 |
| 8735 | Truck, Attenuator | 2004 Truck Mounted for 60 mph | | | | hour | $3.85 |
| 8736 | Truck, tow | 1987 Chevy Kodiak 70 | | 175 | | hour | $27.70 |
| 8744 | Van, Custom | Special Service Canteen Truck | | 350 | | hour | $18.00 |
| 8745 | Van, step | model MT10FD | | 300 | | hour | $21.25 |
| 8746 | Van-up to 15 passenger | light duty, class 1 | | 225-300 | | hour | $20.00 |
| 8747 | Van-up to 15 passenger | light duty, class 2 | | 225-300 | | hour | $20.15 |
| 8748 | Van-cargo | light duty, class 1 | | 225 - 300 | | hour | $22.25 |
| 8749 | Van-cargo | light duty, class 2 | | 225-300 | | hour | $22.25 |
| 8750 | Vehicle, Small | | | to 30 | | hour | $6.40 |
| 8753 | Vehicle, Recreational | | | to 10 | | hour | $2.80 |
| 8755 | Golf Cart | Capacity | 2 person | | | hour | $3.75 |
| 8761 | Vibrator, Concrete | | | to 4 | | hour | $1.60 |
| 8770 | Welder, Portable | | | to 16 | Includes ground cable and lead cable. | hour | $3.10 |

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| 8771 | Welder, Portable | | | to 34 | Includes ground cable and lead cable. | hour | $6.80 |
| 8772 | Welder, Portable | | | to 50 | Includes ground cable and lead cable. | hour | $10.00 |
| 8773 | Welder, Portable | | | to 80 | Includes ground cable and lead cable. | hour | $13.76 |
| 8780 | Truck, Water | Tank Capacity | 2500 Gal | to 175 | Include pump and rear spray system. | hour | $28.70 |
| 8781 | Truck, Water | Tank Capacity | 4000 Gal | to 250 | Include pump and rear spray system. | hour | $50.00 |
| 8788 | Container & roll off truck | 30 yds | | | | hour | $23.05 |
| 8789 | Truck, Tractor | 1997 Freightliner F120 | | 430 | | hour | $54.90 |
| 8790 | Truck, Tractor | 4 x 2 | 25000 lbs | to 210 | | hour | $42.40 |
| 8791 | Truck, Tractor | 4 x 2 | 35000 lbs | to 330 | | hour | $46.00 |
| 8792 | Truck, Tractor | 6 x 2 | 45000 lbs | to 360 | | hour | $52.75 |
| 8794 | Truck, freight | Enclosed w/lift gate. Medium duty class 5 | gvwr 16000-19500 Lbs | | | hour | $23.25 |
| 8795 | Truck, backhoe carrier | Three axle, class 8, heavy duty | over 33000Lbs | | | hour | $34.50 |
| 8796 | Truck, freight | Eenclosed w/lift gate. Heavy duty, class | 7, 26,001 to 33,000 lbs gvwr | | | hour | $31.00 |
| 8798 | Truck | Tilt and roll-back, two axle, class 7 heavy duty, | to 33,000 gvwr | | | hour | $32.00 |
| 8799 | Truck, | Tilt and roll back, three axle. class 8 heavy duty | over 33,001+ gvwr | | | hour | $40.60 |
| 8800 | Truck, Pickup | | | | When transporting people. | mile | $0.54 |
| 8801 | Truck, Pickup | 1/2-ton Pickup Truck | 4x2-Axle | 160 | | hour | $12.30 |
| 8802 | Truck, Pickup | 1-ton Pickup Truck | 4x2-Axle | 234 | | hour | $17.65 |
| 8803 | Truck, Pickup | 1 1/4-ton Pickup Truck | 4x2-Axle | 260 | | hour | $19.85 |
| 8804 | Truck, Pickup | 1 1/2-ton Pickup Truck | 4x2-Axle | 300 | | hour | $22.25 |
| 8805 | Truck, Pickup | 1 3/4-ton Pickup Truck | 4x2-Axle | 300 | | hour | $23.10 |
| 8806 | Truck, Pickup | 3/4-ton Pickup Truck | 4x2-Axle | 165 | | hour | $13.40 |
| 8807 | Truck, Pickup | 3/4-ton Pickup Truck | 4x4-Axle | 285 | Crew | hour | $20.80 |
| 8808 | Truck, Pickup | 1-ton Pickup Truck | 4x4-Axle | 340 | Crew | hour | $22.85 |
| 8809 | Truck, Pickup | 1 1/4-ton Pickup Truck | 4x4-Axle | 360 | Crew | hour | $26.40 |
| 8810 | Truck, Pickup | 1 1/2-ton Pickup Truck | 4x4-Axle | 362 | Crew | hour | $26.75 |
| 8811 | Truck, Pickup | 1 3/4-ton Pickup Truck | 4x4-Axle | 362 | Crew | hour | $27.50 |
| 8820 | Skidder accessory | 2005 JCB Grapple Claw | | | | hour | $1.75 |
| 8821 | Forklift, accessory | 2005 ACS Grapple Bucket | | | | hour | $1.50 |
| 8822 | Truck, Loader | Debris/Log (Knuckleboom Loader/Truck) | | 230 | | hour | $52.26 |
| 8823 | Chipper- Wood Recycler | Cat 16 engine | | 700 | | hour | $115.00 |
| 8824 | Skidder | model Cat 525B | | up to 160 | | hour | $62.90 |
| 8825 | Skidder | 40K lbs- model Cat 525C | | 161 and up | | hour | $118.77 |
| 8840 | Truck, service | fuel and lube | up to 26,000 gvwr | 215-225 | | hour | $38.65 |
| 8841 | Truck, fuel | 2009 International 1,800 gal. storage tank | | 200 | | hour | $30.50 |
| 8842 | Mobile Command Trailer | (8' X 28') with 7.5 KW Generator | | | | hour | $14.66 |
| 8843 | Mobile Response Trailer | (8' X 31') with 4.5 KW Generator? | | | | hour | $13.60 |
| 8844 | Mobile Command Center | (unified) (RV) Ulitimaster MP-35 | 43 FT Long with Generator | 400 | | hour | $75.00 |
| 8845 | Mobile Command Post Vehicle | (RV) (In- Motion) | 22-Ft Long | 340 | | hour | $31.00 |
| 8846 | Mobile Command Post Vehicle | (RV) (Stationary) w/9.6 KW Generator | 22-Ft Long | 340 | | hour | $19.25 |
| 8847 | Mobile Command Center (Trailer) | 48'x8' Trailer, Fully Equiped Mobile Command Center | 48-Ft Long | | | hour | $29.45 |
| 8848 | Mobile Command Center (Trailer) | 48'x8' When being Moved w/Truck Tractor | | 310 | | hour | $48.90 |
| 8849 | Mobile Command Center | 43'x8.5' x 13.5'H with self 30kw Generator | | | | hour | $52.00 |
| 8850 | Mobile Command Center | 2007-Freightliner MT-55, (RV) | | 260 | | hour | $45.50 |
| 8851 | Mobile Command Van | 1990- Ford Econoline-Communication Van | | 230 | | hour | $41.00 |
| 8852 | Mobile Command Center | 47.5' X 8.75 Fully Equip' (In motion) (RV) | | 410 | | hour | $65.30 |
| 8853 | Mobile Command Center | 47.5' X 8.75 Fully Equip' (Stationary) | | 410 | | hour | $45.00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 8854 | Mobile Command Vehicle | 53' X 8.75 Fully Equip | | 480-550 | | hour | $96.20 |
| 8870 | Light Tower | Terex/Amida AL 4000. with (4) 500 watt lights | w/10kw power unit | 13.5 | | hour | $10.68 |
| 8871 | Light Tower | 2004 Allmand | | | | hour | $6.30 |
| 8872 | SandBagger Machine | (Spider) automatic | | 4.5 | | hour | $48.75 |
| 8900 | Helicopter | OH-58 KIOWA (Military) is the same as "Bell-206B3 | | 420 | | hour | $474.00 |
| 8901 | Helicopter | OH-58 KIOWA (Military) is the same as "Bell-206BR | | 420 | | hour | $496.00 |
| 8902 | Helicopter | Model Bell 206-L3 Jet Range Helicopter | | 650 | Jet Range III-Helicopter | hour | $582.00 |
| 8903 | Helicopter | Model Bell 206L1 Long Ranger | | 650 | Long Ranger | hour | $596.00 |
| 8904 | Helicopter | Model Bell 206LT Long Range Twinranger | | 450 | Twinranger | hour | $780.00 |
| 8905 | Helicopter | Model Bell 407 EMS- Ambulance | | 250 | | hour | $626.00 |
| 8906 | Piper-Fixed wing | Model Navajo PA-31 | | 310 | | hour | $456.00 |
| 8907 | Piper-Fixed wing | PA-31-350, Navajo Chieftn twin engine | | 350 | | hour | $487.00 |
| 8908 | Sikorsky Helicopter | Model UH-60 (Blackhawk) medium lift | Medium Lift | 1890 | Fire Fighter Same as S70C | hour | $2,945.00 |
| 8909 | Helicopter | Model UH-A (Blackhawk) Medium lift | Medium Lift | 1890 | Fire Fighter | hour | $5,504.00 |
| 8910 | Boeing Helicopter | Model CH-47 (Chinook) heavy lift | Heavy Lift | 2850 | Fire Fighter | hour | $10,750.00 |
| 8911 | Helicopter- light utility | Model Bell 407GX - 7 seater | 7-Seaters | 675 | Passenger Aircraft | hour | $621.00 |
| 8912 | Helicopter- light utility | Modle Bell 206L- 7 seater | 7-Seaters | 420 | Passenger Aircraft | hour | $596.00 |
| 8913 | Helicopter | Model Bell-206L4 | | 726 | | hour | $576.00 |
| 8914 | King Air 200 Turboprop Aircraft | Blackhawk King Air B200XP61 | | 669 | | hour | $1,316.00 |
| 8915 | Turboprops Blackhawk Aircraft | Blackhawk Caravan XP42 A | | 850 | | hour | $697.00 |
| 8916 | Turboprops Blackhawk Aircraft | King Air C90 XP135 A | | 550 | | hour | $1,075.00 |
| 8917 | Aerostar Piston Aircraft | Aerostar 601P | | 290 | | hour | $447.00 |
| 8943 | Wire Puller Machine | Overhead Wire Pulling Machine | | 30 | Overhead/Underground Wire Pulling Machine | hour | $19.85 |
| 8944 | Wire Tensioning Machine | 3000 Lbs | | | Overhead Wire Tensioning Machine | hour | $14.50 |
| 8945 | Aerial Lift | model 2008 Genie Scissor Lift | | | | hour | $6.30 |
| | | | | | | | |

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14197** **County Administrator's Report 11. 4.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 06/07/2018
**Issue:** Letter of Understanding Between Zoll Data Systems, Inc. and Escambia County, Florida
**From:** Mike Weaver, Department Director
**Organization:** Public Safety
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Letter of Understanding between Zoll Data Systems, Inc., and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Letter of Understanding (LOU) between Zoll Data Systems, Inc., and Escambia County, Florida:

A. Approve the LOU between Zoll Data Systems, Inc., and Escambia County, Florida, for the access and use of the NEMSIS V3 Third Party ePCR Import and Auto Attach software, that is effective on the date of execution by the last-signing party and that shall remain in effect for a period of two weeks; and

B. Authorize the Chairman or Vice Chairman to execute the LOU.

## BACKGROUND:

This Letter Of Agreement would allow the EMS Billing Office to run a two week test of the ESO to Zoll interface module. Once executed, Zoll will free-of-charge allow our EMS Billing Office to import a month's records into the Zoll Billing software as a trial basis. If following our two-week interface testing, it is determined that it is in the County's best interest to switch off the ESO Billing Software back to Zoll, we could import ALL transports into the Zoll Billing Software from 12/1/17 date of service until present. This would allow us not to lose any historical data to the ESO Billing Software.

**BUDGETARY IMPACT:**

None

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and approved this LOU as to form and legal sufficiency.

**PERSONNEL:**

Implementation of this LOU will be accomplished with existing personnel. No additional personnel are required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board of County Commissioner policies require all LOUs to be approved by it.

**IMPLEMENTATION/COORDINATION:**

Tamika Williams, Business Operations Division Manager, will be responsible for the implementation and maintenance of this LOU.

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**Attachments**

LOU

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ZOLL®

11802 Ridge Parkway
Suite 400
Broomfield, Colorado 80021-5059

303·801·0000 *(main)*
303·801·1063 *(fax)*
www.zoll.com

May 10, 2018

Escambia County, Florida, by and through its
Emergency Medical Services Division of the
Department of Public Safety
6575 North W. St.
Pensacola, FL 32505

Attn: Joe Scialdone
Billing Office Manager

Dear Mr. Scialdone:

The purpose of this letter (this "LOU") is to ensure that ZOLL Data Systems, Inc. ("ZOLL") and Escambia County, Florida, by and through its Emergency Medical Services Division of the Department of Public Safety ("Customer") understand and agree to the matters described below. For and in consideration of the understandings contained in this LOU, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, ZOLL and Customer agree as follows as of the date Customer and ZOLL sign this LOU (the "LOU Effective Date"):

1. **License Grant.** Subject to the terms and conditions of this LOU, ZOLL grants to Customer during the Term (as defined below), a non-exclusive, non-transferable license to install and use NEMSIS V3 Third Party ePCR Import and Auto Attach (the "Software") in executable code form solely for Customer's internal evaluation purposes by one (1) of Customer's employees, directors, principals, partners, consultants or agents. The Software and any related documentation provided by ZOLL (the "Documentation"), and all worldwide intellectual property rights therein, are and shall remain the exclusive property of ZOLL and its suppliers. Except as expressly permitted by this LOU, Customer shall not, and shall not permit any third party, to: (a) use, reproduce, modify, adapt, alter, translate, or create derivative works from the Software or the Documentation; (b) merge the Software with other software; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Software; (f) use the Software to upload, store or transmit protected health information; or (g) otherwise use or copy the Software except as expressly permitted under this LOU. ZOLL will not have an obligation to provide maintenance or support for the Software.

2. **Term and Termination.** This LOU constitutes an offer. If Customer does not accept and agree to it by June 15, 2018 (the "Offer Expiration Date"), then it shall expire and be of no further force and effect. If Customer accepts and agrees to this LOU by the Offer Expiration Date, then it shall become effective on the LOU Effective Date and shall terminate on the earlier of (i) two (2) weeks after the LOU Effective Date or (ii) written notice by ZOLL to Customer of termination (the "Term"). The provisions of this LOU that reasonably may be interpreted as surviving the Term shall continue in full force and effect notwithstanding the end of the Term.

3. **Warranties.** The Software and Documentation are provided "AS IS". ZOLL expressly disclaims all warranties with respect to the Software and Documentation, including any warranties of merchantability, fitness for a particular purpose, title and non-infringement of third party rights. Customer acknowledges that it has relied on no warranties and that no warranties are made herein by ZOLL or any of its representatives or suppliers with respect to the Software or Documentation.

4. **Limitation on Liability.** In no event will ZOLL or any of its representatives or suppliers be liable for any direct, indirect, consequential, exemplary, special, or incidental damages, including without limitation any lost data, lost profits and costs of procurement of substitute goods or services, arising from or relating to this LOU, however caused and under any theory of liability (including negligence), even if ZOLL has been advised of the possibility of such damages.

5. **Confidentiality.** During the Term, either party (the "Disclosing Party") may disclose or make available to the other party (the "Receiving Party") information about its business affairs, products, services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information (collectively, "Confidential Information").Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this *Confidentiality* section by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its representatives prior to being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this LOU; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this LOU.

6. **Public Records.** ZOLL acknowledges that this LOU 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. ZOLL 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. ZOLL 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 LOU, ZOLL 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 ZOLL fails to abide by the provisions of Chapter 119, Florida Statutes, the Customer may, without prejudice to any other right or remedy and after giving seven (7) days written notice, during which period ZOLL still fails to allow access to such documents, terminate this LOU.

IF ZOLL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

7. **Governing Law and Jurisdiction.** This LOU shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any action shall be in the County of Escambia.

8. **Miscellaneous.** This LOU constitutes the entire agreement and understanding between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral with respect to such subject. This LOU shall not be modified except by a subsequently

dated written amendment signed on behalf of ZOLL and Customer by their duly authorized representatives. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this LOU without ZOLL's prior written consent. ZOLL and Customer agree that electronic signatures are intended to authenticate this LOU and have the same force and effect as manual signatures. Each individual signing this LOU represents that he or she has the authority to sign on behalf of the party for which he or she is signing.

If you have any questions regarding this LOU, please call Jason Meyer at 727.992.0363. Otherwise, please sign on the line provided below and return this LOU to me.

Sincerely,

ZOLL DATA SYSTEMS, INC.

By: _____
Name: Kurt Sandstrom
Title: Vice President, North American Sales

*Accepted and agreed:*

ESCAMBIA COUNTY, FLORIDA, BY AND THROUGH ITS EMERGENCY MEDICAL SERVICES DIVISION OF THE DEPARTMENT OF PUBLIC SAFETY

By: _____
Name: Jeff Bergosh, Chairman
Title: Escambia County BCC Chairman
Date:

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/14/18

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14210** **County Administrator's Report 11. 5.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 06/07/2018
**Issue:** Interagency Information Sharing Agreement for Vendor Personnel
**From:** SELINA BARNES, Interim Director of Corrections
**Organization:** Corrections
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Interagency Information Sharing Agreement for Vendor Personnel with the Santa Rosa County Sheriff's Office - Selina Barnes, Interim Director of Corrections

That the Board take the following action:

A. Approve the Interagency Information Sharing Agreement for Vendor Personnel with the Santa Rosa County Sheriff's Office; and

B. Authorize the Interim Director, Selina Barnes, to sign the Agreement.

## BACKGROUND:

The Santa Rosa County Sheriff's Office (SRCSO) and Escambia County previously entered into a Criminal Justice User Agreements with the Florida Department of Law Enforcement (FDLE) to provide each agency with access to intrastate and interstate Criminal Justice Information Systems (CJIS) provided by the FDLE. Per the terms of these Agreements, each agency is required to abide by teh FBI CJIS Security Policy for access to Criminal Justice Information as defined by the CJIS Security Policy.

Both the SRCSO AND Escambia County also currently contract with SmartCOP, Inc. (a/k/a Consolidated Technology Solutions and CTS America) for the use of certain software and services supporting the administration of criminal justice and systems containing CJI. This agreement will allow SRCSO to share its employee background screening information of CTS America employees with Escambia County through in a manner that is consistent with the requirements of

the FBI CJIS Security Policy.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The agreement was reviewed and approved by Kristin D. Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Interagency Information Sharing Agreement for Vendor Personnel

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**INTERAGENCY INFORMATION SHARING AGREEMENT FOR VENDOR PERSONNEL**

**SECURITY SCREENING REQUIREMENTS**

**Whereas,** the Santa Rosa County Sheriff's Office, hereafter referred to as Lead Contract Agency (LCA), and Escambia County Corrections Dept. hereafter referred to as Contract Agency (CA), are both criminal justice agencies, formerly recognized by the Federal Bureau of Investigation (FBI) and the Florida Department of Law Enforcement (FDLE); and

**Whereas,** the LCA and CA are headquartered within the boundaries of the State of Florida; and

***Whereas,*** *both* LCA and CA have entered into the Criminal Justice User Agreements (UA) with the FDLE and are required to abide by the FBI CJIS (Criminal Justice Information Systems) Security Policy (CSP) for access to state and national Criminal Justice Information (CJI) as defined by the CSP; and

**Whereas,** THE FDLE CJIS Director functions as the CJIS Systems Officer (CSO) for the State of Florida, required by the CSP and UA to grant and authorize access to CJI within the State of Florida; and

**Whereas,** the LCA and the CA are currently contracting with SmartCop (Vendor) a private vendor, for services supporting the administration of criminal justice and systems containing CJI; and

**Whereas,** the LCA is willing to share Vendor employee background screening information obtained from state and national fingerprint based records checks with the CA, in a manner consistent with the requirements of the CSP;

**Now therefore,** the parties agree as follows:

1. The LCA will fingerprint and submit the requisite identification information on Vendor employees who require unescorted physical or logical access to CJI. The LCA will use its criminal justice ORI for submitting fingerprints required by CSP and UA.

2. The LCA will maintain a current and complete list of all Vendor employees who have been authorized access to CJI. Employee information shall include name, date of birth, and if previously provided, social security number or other unique identification to accurately identify the employee.

3. The LCA shall provide to the CA the list of all Vendor employees who are authorized access to CJI.

4. When any change occurs to the list of authorized Vendor employees, the LCA shall provide to the CA the corrected or revised list of authorized Vendor employees, and specifically identify any additions, deletions or modifications to the list.

5. The LCA will notify the CA in the event that a Vendor employee, whether seeking or already authorized access to CJI, is denied access by the FDLE CSO.

6. To properly assess any potentially disqualifying information as it becomes available, every (1) years, the LCA shall perform a name based check via the FCIC message switch, to include, but not to be limited to, hot files and state/national criminal history record information searches, on all Vendor employees authorized access to CJI.

7. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by a Vendor employee authorized access to CJI, the LCA shall immediately notify the CA via formal correspondence of the employee's activity.

8. The LCA shall immediately notify the CA upon learning of the termination or suspension from employment of a Vendor employee authorized access to CJI.

9. The CA shall designate a primary and secondary point of contact within its agency to receive information and updates regarding Vendor employees authorized to access CJI.

10. The LCA shall defer to the FDLE CSO regarding any issues with respect to CJI access eligibility as required by the CSP and the UA.

11. The LCA shall have formal written guidelines defining the processes associated with implementation of this Agreement.

12. The LCA will forward a copy of the Agreement to the FDLE CSO.

13. Either party may terminate this Agreement upon 30 (thirty) days written notice to the other party.

14. This Agreement constitutes the entire agreement of the parties and may not be modified or amended except by written amendment signed by authorized representatives of both parties.

15. Both parties acknowledge that the CJI authorized to be shared by this Agreement is subject to restrictions on access and dissemination under

federal and state law, and that failure to abide by those restrictions can result in the loss of access to CJI.

**IN WITNESS WHEREOF**, the below signed parties have caused this Agreement to be executed by their authorized representatives, effective on the date last signed for a term of (3) years, or until canceled by either party.

Santa Rosa County Sheriff's Office
Lead Contract Agency (LCA) Name

Bob Johnson, Sheriff
Agency Head

Signature

5-14-18
Date

Escambia County Corrections Dept.
Contract Agency (CA) Name

Selina Barnes
Agency Head (Acting Director)

Signature

Date

Approved as to form and legal sufficiency.

By/Title:

Date: 5/1/18

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14255** **County Administrator's Report 11. 6.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 06/07/2018
**Issue:** Naming the Board's Public Forum as the "Gary Sansing Public Forum"
**From:** Jack Brown, County Administrator
**Organization:** County Administrator's Office
**CAO Approval:**

## RECOMMENDATION:
Recommendation Concerning Naming the Board's Public Forum as the "Gary Sansing Public Forum" - Jack R. Brown, County Administrator

That the Board adopt and authorize the Chairman to sign the Resolution naming the Board's Public Forum as the "Gary Sansing Public Forum."

## BACKGROUND:
Gary Sansing frequently attended the scheduled Board of County Commissioners' Meeting and spoke at many Public Forum Sessions giving his opinion on Board issues as well as national issues. Naming the Board of County Commissioners' Public Forum as the "Gary Sansing Public Forum" shall be an enduring tribute to his service to the County and the community.

## BUDGETARY IMPACT:
N/A

## LEGAL CONSIDERATIONS/SIGN-OFF:
The Resolution was approved for legal sufficiency by Alison Rogers, County Attorney.

## PERSONNEL:
N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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## Attachments

Resolution

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**RESOLUTION NUMBER R2018-____**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA NAMING THE BOARD'S PUBLIC FORUM AS THE "GARY SANSING PUBLIC FORUM"; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Gary Sansing frequently attended scheduled Board of County Commissioners' meetings; and

**WHEREAS**, Gary Sansing spoke at many public forum sessions giving his opinion on Board issues as well as national issues; and

**WHEREAS**, naming the Board of County Commissioners' public forum as the Gary Sansing Public Forum shall be an enduring tribute to his service to the County and community.

**NOW, THERFORE, 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 Escambia County hereby designates the Board of County Commissioners public forum as the "Gary Sansing Public Forum".

**Section 3.** That this resolution shall take effect immediately upon its 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

BCC Approved: _____

(SEAL)

**Approved as to form and legal sufficiency.**
**By/Title:** _____
**Date:** 5/30/18

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14222** **County Administrator's Report 11. 7.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 06/07/2018
**Issue:** Amendment No. 2 to DEP Agreement No. RES04 for Beach Haven Joint Stormwater & Wastewater Improvement Project Phase II
**From:** Chips Kirschenfeld, Director
**Organization:** Natural Resources
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Amendment No. 2 to the Florida Department of Environmental Protection Agreement No. RES04 for the Beach Haven Joint Stormwater & Wastewater Improvement Project Phase II - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign Amendment No. 2 to the Florida Department of Environmental Protection (DEP) Agreement No. RES04 for the Beach-Haven-Joint Stormwater & Wastewater Improvement Project Phase II, to add additional reporting requirements imposed by DEP.

## BACKGROUND:

DEP Agreement No. RES04 was approved at the Board's September 7, 2017, regular meeting. In accordance with 2 CFR §200.329, the County must complete and submit to DEP and the Gulf Coast Ecosystem Restoration Council staff a report on the status of the real property or interest in real property in which the Federal Government retains an interest. The Real Property Status Report will be provided at Grant closeout and every five years thereafter until the end of the estimated useful life or time of disposition, whichever is less. This Amendment No. 2 will add the additional reporting requirements to the Agreement.

## BUDGETARY IMPACT:

No additional impact to the budget associated with this recommendation.

## LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, reviewed and provided legal sign-off on Amendment No. 2 to DEP Agreement No. RES04.

**PERSONNEL:**

No additional impact to personnel associated with this recommendation.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board Policy II.B.8.

**IMPLEMENTATION/COORDINATION:**

Department of Natural Resources Management staff will coordinate with the Department of Public Works, DEP, ECUA, and other entities to implement the terms of the Agreement and Amendments.

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**Attachments**

DEP RES04 Amd 2
BCC ResumePage-09072017 DEP RES04
BCC ResumePage-11022017 DEP RES04 Amd 1

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**AMENDMENT NO. 2**
**TO AGREEMENT NO. RES04**
**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**AND**
**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

This Amendment to Agreement No. RES04 , as previously amended, (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, 221 Palafox Place, Suite 420, Pensacola, Florida 32502 (Grantee), on the date last signed below.

**WHEREAS**, the Department entered into the Agreement with the Grantee to provide financial assistance for the Beach Haven Joint Stormwater & Wastewater Improvement Project Phase II (Implementation) project, effective September 21, 2017;

**WHEREAS**, the parties wish to amend the Agreement as set forth herein to add additional reporting requirements identified in Section 5, Subsection F. The Grantee must complete and submit to the RESTORE Council Staff a report on the status of the real property or interest in real property in which the Federal Government retains an interest. The Report, using Form SF-429 "Real Property Status Report" will be provided at Grant closeout and every five years thereafter until the end of the estimated useful life or time of disposition, whichever is less.

**NOW THEREFORE**, the parties agree as follows:

Section 5, Reports, of the Agreement is deleted and replaced as follows:

A. Progress Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. Each Progress Report shall be submitted on **Attachment D, Progress Report Form**, and shall describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

B. If applicable, a draft comprehensive final report must be submitted electronically in Microsoft Word format, in accordance with the schedule outlined in **Attachment A.** One (1) electronic copy in Adobe.pdf format or Microsoft Word format, of a comprehensive final report must be submitted in accordance with the schedule and submission requirements outlined in **Attachment A.** The Grantee's final report shall include an accounting of all Project expenses. Every publication of material based on, developed under, or otherwise produced under a RESTORE Council financial assistance award, except scientific articles or papers appearing in scientific, technical or professional journals must contain the following disclaimer:

> "This [report/video/etc.] was prepared by [Grantee] using Federal funds under award [Federal Award Identification Number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

C. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the Project's outcome. This shall not be construed to be a limitation upon the operation and applicability of Chapter 119, Florida Statues.

D. If the direct and/or indirect purchase of equipment is authorized under paragraph 20 of this Agreement, then the Grantee shall comply with the property management requirements set forth 2 CFR §200.313. An inventory of all personal property/equipment purchased under this Agreement shall be completed at least once every two (2) years and submitted to the Department's Grant Manager no later than January 31st for each year this Agreement is in effect. A final inventory report shall be submitted to the Department at the end of the Agreement.

E. Pursuant to 2 CFR §200.322, any State agency or agency of a political subdivision of a State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of a quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement materials identified in the EPA guidelines.

F. In accordance with 2 CFR §200.329, the Grantee must complete and submit to the Council Staff a report on the status of the real property or interest in real property in which the Federal Government retains an interest. This report, using form SF-429 "Real Property Status Report" will be provided at Grant closeout and every five years thereafter until the end of the estimated useful life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of the Grant close-out, and are due no later than 30 days following the end of the reporting period. The reporting obligations of the Grantee in this Section, shall survive expiration of this Agreement for the Estimated Useful Life of the Project, as defined in **Attachment K, Supplemental Construction Terms**.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

By: _____
Jeff Bergosh, Chairman

Date: _____

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

By: _____

Date: _____

**ATTEST: PAM CHILDERS Clerk of the Circuit Court**

_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____

Date: _____

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-26. Approval of Various Consent Agenda Items – Continued

24. Approving Budget Amendment Request #204, Mass Transit Fund (104), in the amount of $20,000, to move funds from Fixed Route Bus Costs, an operating account, to the salary accounts to pay the costs for the remainder of Fiscal Year 2016/2017 for the newly created Mass Transit Director position; these funds need to be appropriated in the correct accounts for the current year's budget.

25. See Page 46.

26. Authorizing and directing staff to obtain appraisals on real property located at 1851 St. Mary Avenue, in anticipation of purchasing the property for the Corrections Department to utilize for the Pathways for Change and Work Release Programs (Fund 114, Misdemeanor Probation FD, Cost Center 290305).

CHAIRMAN UNDERHILL RELINQUISHED THE CHAIR TO COMMISSIONER BERGOSH

4. DEP Agreement No. RES04

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning the State of Florida Department of Environmental Protection (DEP) Agreement No. RES04, between the State of Florida DEP and the Escambia County Board of County Commissioners, relating to the Beach Haven-Joint Stormwater & Wastewater Improvement Project Phase II (Funding: Fund 118, Gulf Coast Restoration Fund, new cost center to be determined at time of SBA [Supplemental Budget Amendment]; match is $3,776,477 from Local Option Sales Tax and Emerald Coast Utilities Authority):

A. Approving the DEP Agreement No. RES04 [*State of Florida Department of Environmental Protection Division of Water Restoration Assistance Deepwater Horizon Program Grant Agreement Pursuant to Gulf Coast Ecosystem Restoration Council Grant Award(s)*], in the amount of up to $5,967,000, relating to the Beach Haven-Joint Stormwater & Wastewater Improvement Project Phase II (Implementation); and

(Continued on Page 46)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Continued...

B. Authorizing the Chairman to sign the Agreement and any future amendments relating to no-cost extensions, subject to Legal review and sign-off, without further action of the Board.

The County Attorney's Office has requested that the Board be made aware of the following language: Paragraph 33, Page 21 of 22, last sentence, "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

COMMISSIONER BERGOSH RELINQUISHED THE CHAIR TO COMMISSIONER UNDERHILL

12. SBA #202

Motion made by Commissioner Robinson, seconded by Commissioner Bergosh, and carried unanimously, adopting the Resolution [R2017-113] approving Supplemental Budget Amendment #202, Law Enforcement Trust Fund (121), in the amount of $371,181, to recognize additional revenues from various law enforcement activities and to appropriate these funds into the Sheriff's Law Enforcement Trust Fund Budget, pursuant to Florida Statute 932.7055, to pay vouchers submitted for payment to various outside agencies totaling $35,500; the remainder of the funds, totaling $335,681, will be budgeted in Reserves, and rescheduling this item for October 5, 2017.

25. Funding Request for The Miracle League of Pensacola

Motion made by Commissioner Barry, seconded by Commissioner Bergosh, and carried 4-0, with Commissioner May temporarily out of Board Chambers, taking the following action concerning the funding request for The Miracle League of Pensacola, 2017-2018 Season (Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201):

A. Approving funding $2,500 for The Miracle League of Pensacola, 2017-2018 Season, from Commissioner Jeff Bergosh's discretionary money;

(Continued on Page 47)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-12. Approval of Various Consent Agenda Items – Continued

9. Taking the following action concerning the surplus and sale of real property located at 1153 Capitol Boulevard, that has escheated to the County, Reference # 26-1S-30-2101-003-051, District 3:

   A. Authorizing the County Attorney's Office to take such actions necessary to evict the occupants of this County-owned property, if they are still occupying the premises;

   B. Authorizing staff to run the property through County departments to determine whether the County has a need for the property;

   C. Declaring the property to be surplus and authorizing sale of the property to the bidder with the highest offer received at or above the minimum bid (once the sales moratorium is lifted in District 3 and upon a determination that the property is not needed by the county); the minimum bid will be set at the Property Appraiser's current assessed value ($40,134), in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

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

10. Approving, and authorizing the Chairman to sign, Amendment No. 1 to the Florida Department of Environmental Protection Agreement No. RES04, for the Beach-Haven-Joint Stormwater & Wastewater Improvement Project Phase II, to correct discrepancies in the Grant Agreement and clarify the total funding at $5,610,003 (Funding: Fund 118, Gulf Coast Restoration Fund, new cost center to be determined at the time of Supplemental Budget Amendment).

11. Approving, and authorizing the Chairman to sign, the Master Subscription and License Agreement with ESO Solutions, Inc., for the ePCR system for maintaining electronic healthcare records, at a cost of $49,915, to include the purchase of the system, billing standard interface, and three days of on-site training (Funding: Fund 408, Emergency Medical Services, Cost Center 330302, CEMS Operations, Object Code 54601, Repair & Maintenance).

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14211** **County Administrator's Report 11. 8.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 06/07/2018
**Issue:** Noise Waiver for the June 30th Fireworks Event by Nature Trail Home Owners Association
**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 Fireworks Event to Be Held at the Nature Trail Community on West Nine Mile Road - 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, for a Fireworks Event to be held at the Nature Trail Community located on West Nine Mile Road, specifically at 8775 Foxtail Loop, and sponsored by the Nature Trail Home Owners Association, with the fireworks display presented by Pyro Shows, Inc., on Saturday, June 30, 2018, from 8:45 p.m., to 9:00 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, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions.(g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

**IMPLEMENTATION/COORDINATION:**

The Building Inspections Division will issue a Special Event permit for this exemption.

Upon approval, the Escambia County Sheriff’s Office and the Escambia County Fire Marshall's Office will be notified of the issuance of this noise waiver.

---

**Attachments**

Application

Site Diagram

# 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:** 18059376SE | |
| **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:** 8775 Foxtail Loop, Pensacola, FL 32526 | | **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.**

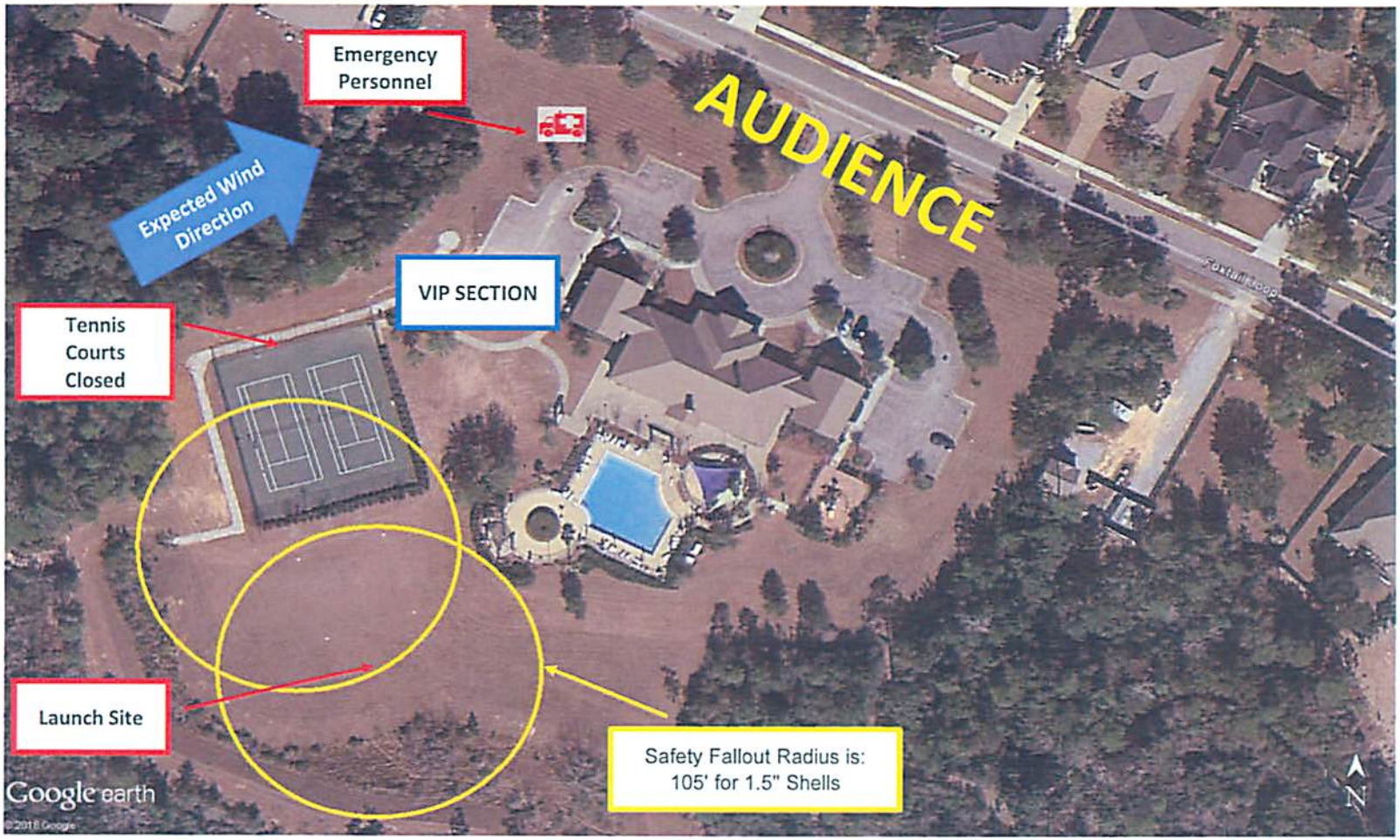
| ***Date of Activity:*** June 30, 2018 | ***Description of Activity:*** Fireworks display @ 8775 Foxtail Loop, Pensacola FL 32526. Nature Trail Homeowners Association, Inc. - IDC |
|---|---|
| ***Beginning Time:*** 8:45PM ***Ending Time:*** 9:00PM | |

***Remarks or Comments:***

***Driving Directions:***

***Escrow Account Number:*** ***Date:*** 5/8/2018

***Applicant Signature:*** Lansden E Hill Jr




PYRO SHOWS

| | |
|---|---|
| Show Name: | Nature Trail HOA IDC |
| Show Location: | 8775 Foxtail Loop Pensacola, FL 32526 |
| Show Date: | Saturday, June 30, 2018 |
| Show Time | 8:45 PM |
| Rain Date: | TBD |

| | |
|---|---|
| Maximim Shell Size: | 1.5" |
| Safety Fallout Radius: | 105' |
| Storage Required: | NO |
| Diagram Created: | Wednesday, May 16, 2018 |
| Created By: | GT |

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14225** **County Administrator's Report 11. 9.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 06/07/2018
**Issue:** Noise Waiver for the 4th of July Fireworks at the Flora-Bama Lounge
**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 4th of July Fireworks Display to be discharged from behind the Flora-Bama Lounge on the Gulf Side of Perdido Key - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, for a Fireworks Event to be held at the Flora-Bama Lounge on Perdido Key, specifically at 17401 Perdido Key Drive, with the fireworks display presented by Pyro Shows, Inc., on Wednesday, July 4, 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, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions.(g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

**IMPLEMENTATION/COORDINATION:**

The Building Inspections Division will issue a Special Event permit for this exemption.

Upon approval, the Escambia County Sheriff’s Office and the Escambia County Fire Marshall's Office will be notified of the issuance of this noise waiver.

---

**Attachments**

Application

Site Diagram

# 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:** 1805 9379 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:** 17401 Perdido Key Drive-on beach, Perdido Key, FL 32507 | | **Lot or Apt. Number:** |

***Limited Waiver Section Only***

**Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.**

| | |
|---|---|
| ***Date of Activity:*** July 4, 2018 | ***Description of Activity:*** Fireworks display @ 17401 Perdido Key Drive-on beach, Perdido Key FL Flora-Bama Management, LLC - IDC |
| ***Beginning Time:*** 9:45PM ***Ending Time:*** 10:00PM | |

***Remarks or Comments:***

***Driving Directions:***

| | |
|---|---|
| ***Escrow Account Number:*** | ***Date:*** 5/1/2018 |
| ***Applicant Signature:*** | |

PYRO SHOWS

| | | | |
|---|---|---|---|
| Show Name: | Flora-Bama IDC | Maximim Shell Size: | 1.25" |
| Show Location: | 17401 Perdido Key Drive-on beach Perdido Key, FL 32507 | Safety Fallout Radius: | 90' |
| Show Date: | Wednesday, July 04, 2018 | Storage Required: | NO |
| Show Time | 9:00 PM | Diagram Created: | Thursday, March 29, 2018 |
| Rain Date: | N/A | Created By: | LEH/sb |

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14226** **County Administrator's Report 11. 10.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 06/07/2018
**Issue:** Noise Waive for the 4th of July Fireworks at Quietwater Beach
**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 4th of July Fireworks Display from a Barge off Quietwater Beach on the Sound Side of Pensacola 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, for the July 4th Fireworks Event to be held on a Barge on the Sound Side of Quietwater Beach, presented by Pyro Shows, Inc., on Wednesday, July 4, 2018, from 8:30 p.m., to 9:00 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, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions.(g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

**IMPLEMENTATION/COORDINATION:**

The Building Inspections Division will issue a Special Event permit for this exemption.

Upon approval, the Escambia County Sheriff's Office and the Escambia County Fire Marshall's Office will be notified of the issuance of this noise waiver.

---

**Attachments**

Application

Site Diagram

SRIA Approval

# BOARD OF COUNTY COMMISSIONERS
# ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

| SPECIAL EVENT PERMIT |
|---|
| **Waiver to Noise Ordinance** |

| | |
|---|---|
| **Permit Number:** 18059381 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:** 400 Quietwater Beach Road, Gulf Breeze FL | | **Lot or Apt. Number:** |

***Limited Waiver Section Only***

**Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.**

| | |
|---|---|
| ***Date of Activity:*** July 4, 2018 | ***Description of Activity:*** Fireworks display @ 400 Quietwater Beach Road, Gulf Breeze FL<br>Pensacola Beach Chamber of Commerce - IDC |
| ***Beginning Time:*** 8:30PM ***Ending Time:*** 9:00PM | |

***Remarks or Comments:***

***Driving Directions:***

| | |
|---|---|
| ***Escrow Account Number:*** | ***Date:*** 5/2/2018 |
| ***Applicant Signature:*** Lansden E Hill, Jr. | |

PYRO SHOWS

| | |
|---|---|
| Show Name: | Pensacola Beach Chamber IDC |
| Show Location: | 400 Quietwater Beach Road Gulf Breeze, FL |
| Show Date: | Wednesday, July 4, 2018 |
| Show Time | ~8:30 - 9:00 PM |
| Rain Date: | N/A |

| | |
|---|---|
| Maximim Shell Size: | 10" |
| Safety Fallout Radius: | 700' |
| Storage Required: | No |
| Diagram Created: | Wednesday, April 25, 2018 |
| Created By: | JDS |

## Jennifer A. Hampton

**From:** Kara Gauntt <kara_gauntt@sria-fla.com>
**Sent:** Wednesday, May 09, 2018 10:02 AM
**To:** Christy Rigney; Anita Brooks-Ingram; Kelly J. Goad
**Cc:** Robbie Schrock; Kevin Pachucki; Charles R. Morgan; Paolo Ghio
**Subject:** RE: Acknowledgement Letter

Christy,

Please consider this email acknowledgement of the fireworks display for **Pensacola Beach Chamber of Commerce – IDC display on July 4, 2018**. Site location is 400 Quietwater Beach Road, Gulf Breeze FL.

Thanks


Kara Gauntt

Santa Rosa Island Authority

Human Resources/Events Coordinator

**1 Via de Luna**
**Pensacola Beach, FL 32561**
**Phone 850-932-2257**
**Cell 850-797-2957**
**Fax 850-932-1866**


SRIA Mission:
"To preserve our natural resources, manage growth & promote eco-friendly tourism in a clean, safe community environment."

---

**From:** Christy Rigney [mailto:C.Rigney@pyroshows.com]
**Sent:** Wednesday, May 09, 2018 9:45 AM
**To:** Anita Brooks-Ingram <aingram@escambiaso.com>; Kelly J. Goad <KJGOAD@myescambia.com>; Kara Gauntt <kara_gauntt@sria-fla.com>
**Subject:** Acknowledgement Letter

Hello Ladies !!

I don't know about you but I am so ready for Friday !!!

Pyro Shows would to inform you that we will be providing a fireworks display for Pensacola Beach Chamber of Commerce – IDC display on July 4, 2018. Site location is 400 Quitwater Beach Road, Gulf Breeze FL.

Thank you and have a great day!!


**Christy L. Rigney** | *Permitting*
**PYRO SHOWS, Inc.**

P.O. Box 1776 | 115 N. 1st Street | LaFollette, TN 37766
**d** 423.352.0022 | **t** 800.662.1331 | **f** 423.562.9171


Transforming special occasions into ***EPIC*** events! www.pyroshows.com

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14229** **County Administrator's Report 11. 11.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 06/07/2018
**Issue:** Request for Disposition of Property
**From:** Joy Jones, Director
**Organization:** Public Works
**CAO Approval:**

## RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Public Works Department - Joy Jones, P.E., Public Works Department Director

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

## BACKGROUND:
The Request Form has been signed by all applicable authorities.

## BUDGETARY IMPACT:
N/A

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

## PERSONNEL:
N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:
This recommendation is in compliance with FS 274.07 and BCC Policy Section II, B-1, Procedures for Disposition of County Property.

## IMPLEMENTATION/COORDINATION:
N/A

## Attachments

Disposition of Property form
Photos of Airstream

# REQUEST FOR DISPOSITION OF PROPERTY
# ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ROAD DEPARTMENT COST CENTER NO: 210405

Maribelle VanBrussel DATE: 5/9/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Maribelle VanBrussel Phone No: 850-932-4935

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

| TAG (Y / N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|---|---|---|---|---|---|---|
| | 63104 | AIRSTREAM TRAVEL TRAILER | INLIGTR2651064562 | GULS | 2005 | POOR |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Disposal Comments: VERY POOR CONDITION. TOO COSTLY TO REPAIR. USED AFTER HURRICANE IVAN

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 5/9/18

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): JAMES HIGDON

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

**Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.** rev. sh 11.19.13

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14228** **County Administrator's Report 11. 12.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 06/07/2018
**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 June 21 2018, at 5:33 p.m., for the purpose of receiving comments from the public concerning the Fiscal Year (FY) 2018 amended 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.

[Funding: The Grant Application is for a total of $3,530,753. Operating Assistance of $2,500,000 requires a local 50% match of $2,500,000. Operating assistance will be reimbursed at 50% up to the allowed maximum of $2,500,000. The local match is included in the FY 2018 Budget. Preventive maintenance, Safety and Security, Baldwin County and ADA Paratransit Service funds requires a 20% local match of $257,688 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 apportionment for Section 5307 for FY 2018 is $3,530,753. ECAT recommends that Escambia County apply for these apportionments by approving this application for the below Program of Projects.

In April 2018 the Mass Transit department bought to the board, an application for 6/12th's of the FY18 funding. Since that time, the FTA have released 100% of the funding - this amended application reflects the increase to 100%.

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 | $578,414 |
| ADA Paratransit Service | $353,075 |
| Operating Assistance | $2,500,000 |
| Safety and Security | $35,310 |
| Baldwin County - Bus Shelters | $63,954 |
| **Total Budget** | **3,530,753** |

## BUDGETARY IMPACT:

Budgetary Impact - The Grant Application is for a total of $3,530,753. Operating Assistance of $2,500,000 requires a local 50% match of $2,500,000. Operating assistance will be reimbursed at 50% up to the allowed maximum of $2,500,000. The local match is included in the FY 2018 Budget.
Preventive maintenance, Safety and Security, Baldwin County and ADA Paratransit Service funds requires a 20% local match of $257,688 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.

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## Attachments

Application

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# 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 $3,530,753. 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 $257,689
A local match for Operating assistance will be matched at 50% with the use of Gas Tax Revenue in the amount of $2,500,000

**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 | $3,530,753 |
| Local | | | $2,500,000 |
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $257,688 |
| **Total Eligible Cost** | | | **$6,030,753** |

## Application Budget

| Project Number | Budget Item | | FTA Amount | Non-FTA Amount | Total Eligible Amount | Quantity |
|---|---|---|---|---|---|---|
| 1092-2018-1-P1 | 113-00 (113-) | BUS - STATION/STOPS/TERMINALS | $63,954.00 | $0.00 | $63,954.00 | 2 |
| 1092-2018-1-P1 | 11.32.10 | ACQUIRE - BUS PASSENGER SHELTERS | $63,954.00 | $0.00 | $63,954.00 | 2 |
| 1092-2018-1-P1 | 117-00 (117-) | OTHER CAPITAL ITEMS (BUS) | $931,489.00 | $0.00 | $931,489.00 | 2 |
| 1092-2018-1-P1 | 11.7A.00 | PREVENTIVE MAINTENANCE | $578,414.00 | $0.00 | $578,414.00 | 1 |
| 1092-2018-1-P1 | 11.7C.00 | NON FIXED ROUTE ADA PARATRANSIT SERVICE | $353,075.00 | $0.00 | $353,075.00 | 1 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1092-2018-1-P1 | 300-00 (300-) | OPERATING ASSISTANCE | | $2,500,000.00 | $2,500,000.00 | $5,000,000.00 | 1 |
| 1092-2018-1-P1 | | 30.09.03 | SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES | $2,500,000.00 | $2,500,000.00 | $5,000,000.00 | 1 |
| 1092-2018-1-P1 | 571-00 (571-) | SAFETY | | $35,310.00 | $0.00 | $35,310.00 | 1 |
| 1092-2018-1-P1 | | 57.10.02 | ADMINISTRATIVE EXPENSES | $35,310.00 | $0.00 | $35,310.00 | 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 | 12/28/2018 |

**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

**Security**
Yes -- our organization will expend at least 1% of the 5307 funds in this application for security-related projects

## Project Location (Urbanized Areas)

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

## Congressional District Information

| State | District | Representative |
|---|---|---|
| Florida | 1 | Jeff Miller |

## Project Control Totals

| Funding Source | Section of Statute | CFDA Number | Amount |
|---|---|---|---|
| 5307 - Urbanized Area Formula Grants (2013 and forward) | 5307-2A | 20507 | $3,530,753 |
| Local | | | $2,500,000 |
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $257,688 |
| **Total Eligible Cost** | | | **$6,030,753** |

## Project Budget

| Project Number | Budget Item | | FTA Amount | Non-FTA Amount | Total Eligible Amount | Quantity |
|---|---|---|---|---|---|---|
| 1092-2018-1-P1 | 113-00 (113-) | BUS - STATION/STOPS/TERMINALS | $63,954.00 | $0.00 | $63,954.00 | 2 |
| 1092-2018-1-P1 | 11.32.10 | ACQUIRE - BUS PASSENGER SHELTERS | $63,954.00 | $0.00 | $63,954.00 | 2 |
| 1092-2018-1-P1 | 117-00 (117-) | OTHER CAPITAL ITEMS (BUS) | $931,489.00 | $0.00 | $931,489.00 | 2 |
| 1092-2018-1-P1 | 11.7A.00 | PREVENTIVE MAINTENANCE | $578,414.00 | $0.00 | $578,414.00 | 1 |
| 1092-2018-1-P1 | 11.7C.00 | NON FIXED ROUTE ADA PARATRANSIT SERVICE | $353,075.00 | $0.00 | $353,075.00 | 1 |
| 1092-2018-1-P1 | 300-00 (300-) | OPERATING ASSISTANCE | $2,500,000.00 | $2,500,000.00 | $5,000,000.00 | 1 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1092-2018-1-P1 | | 30.09.03 | SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES | $2,500,000.00 | $2,500,000.00 | $5,000,000.00 | 1 |
| 1092-2018-1-P1 | 571-00 (571-) | SAFETY | | $35,310.00 | $0.00 | $35,310.00 | 1 |
| 1092-2018-1-P1 | | 57.10.02 | ADMINISTRATIVE EXPENSES | $35,310.00 | $0.00 | $35,310.00 | 1 |

## Project Budget Activity Line Items

**Budget Activity Line Item: 57.10.02 - ADMINISTRATIVE EXPENSES**

| Scope Name / Code | Line Item # | Custom Item Name | Activity | Quantity |
|---|---|---|---|---|
| SAFETY (571-00) | 57.10.02 | ADMINISTRATIVE EXPENSES | SAFETY | 1 |

**Extended Budget Description**
Escambia County would like to use these funds to cover wages and other administrative expenses for the Safety and Security department, to include New driver training materials. No one 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 | $35,310 |
| Local | | | $0 |
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $8,827 |
| **Total Eligible Cost** | | | **$35,310** |

| Milestone Name | Est. Completion Date | Description |
|---|---|---|
| Start Date | 10/1/2017 | |
| End Date | 9/30/2018 | |

**Budget Activity Line Item: 11.32.10 - ACQUIRE - BUS PASSENGER SHELTERS**

| Scope Name / Code | Line Item # | Custom Item Name | Activity | Quantity |
|---|---|---|---|---|
| BUS - STATION/STOPS/TERMINALS (113-00) | 11.32.10 | ACQUIRE - BUS PASSENGER SHELTERS | ACQUISITION - BUS STATIONS/TERMINALS | 2 |

**Extended Budget Description**
Baldwin County, Alabama would like to use these funds to purchase 2 bus shelters. These shelters will have a useful life of 8 years.

**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 | $63,954 |
| Local | | | $0 |
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $15,989 |
| **Total Eligible Cost** | | | **$63,954** |

| Milestone Name | Est. Completion Date | Description |
|---|---|---|
| Issue RFP | 6/29/2018 | |
| Award Contract | 8/3/2018 | |
| Project Completion | 12/29/2018 | |

**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 | $353,075 |

| | | | |
|---|---|---|---|
| Local | | | $0 |
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $88,268 |
| **Total Eligible Cost** | | | **$353,075** |

| 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 | $578,414 |
| Local | | | $0 |
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $144,604 |
| **Total Eligible Cost** | | | **$578,414** |

| 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 | $2,500,000 |
| Local | | | $2,500,000 |
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $0 |
| **Total Eligible Cost** | | | **$5,000,000** |

| Milestone Name | Est. Completion Date | Description |
|---|---|---|
| Start Date | 10/1/2017 | |
| End Date | 9/30/2018 | |

# Project Environmental Findings

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

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

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

| Date Description | Date |
|---|---|
| Class IIc CE Approved | |

| Scope Name / Code | Line Item Number | Line Item Name | Quantity | FTA Amount | Total Eligible Cost |
|---|---|---|---|---|---|
| OPERATING ASSISTANCE (300-00) | 30.09.03 | SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES | 1 | $2,500,000.00 | $5,000,000.00 |

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

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

**Categorical Exclusion Description**

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

| Date Description | Date |
|---|---|
| Class IIc CE Approved | |

| Scope Name / Code | Line Item Number | Line Item Name | Quantity | FTA Amount | Total Eligible Cost |
|---|---|---|---|---|---|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.7A.00 | PREVENTIVE MAINTENANCE | 1 | $578,414.00 | $578,414.00 |

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

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

**Categorical Exclusion Description**

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

| Date Description | Date |
|---|---|
| Class IIc CE Approved | |

| Scope Name / Code | Line Item Number | Line Item Name | Quantity | FTA Amount | Total Eligible Cost |
|---|---|---|---|---|---|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.7C.00 | NON FIXED ROUTE ADA PARATRANSIT SERVICE | 1 | $353,075.00 | $353,075.00 |

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

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

**Categorical Exclusion Description**

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

| Date Description | Date |
|---|---|
| Class IIc CE Approved | |

| Scope Name / Code | Line Item Number | Line Item Name | Quantity | FTA Amount | Total Eligible Cost |
|---|---|---|---|---|---|
| BUS - STATION/STOPS/TERMINALS (113-00) | 11.32.10 | ACQUIRE - BUS PASSENGER SHELTERS | 2 | $63,954.00 | $63,954.00 |

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

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

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

| Date Description | Date |
|---|---|
| Class IIc CE Approved | |

| Scope Name / Code | Line Item Number | Line Item Name | Quantity | FTA Amount | Total Eligible Cost |
|---|---|---|---|---|---|
| SAFETY (571-00) | 57.10.02 | ADMINISTRATIVE EXPENSES | 1 | $35,310.00 | $35,310.00 |

# Part 4: Fleet Details

No fleet data exists for this application.

# Part 5: FTA Review Comments

There are no review comments to display at this time.

# 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 $3,530,753. 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 $257,689
A local match for Operating assistance will be matched at 50% with the use of Gas Tax Revenue in the amount of $2,500,000

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: $6,030,753.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $3,530,753.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $2,500,000.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $3,530,753.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $2,500,000.00

**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 | $3,530,753 |
| Local | | | $2,500,000 |
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $257,688 |
| **Total Eligible Cost** | | | **$6,030,753** |

(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-14236** **County Administrator's Report 11. 13.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 06/07/2018
**Issue:** CareerSource Escarosa Infrastructure Funding Agreements
**From:** Tonya Gant, Director
**Organization:** Neighborhood & Human Svcs
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the CareerSource Escarosa Infrastructure Funding Agreements with One-Stop Partners - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman to sign the Infrastructure Funding Agreements (IFAs) with the four one-stop partners listed below. The IFAs were contemplated by, and will become a part of, each partner's previously-approved Memorandum of Understanding (MOU) with CareerSource Escarosa. Each partner's IFA is titled as specified below.

| One Stop Partner | IFA Title |
|---|---|
| 1. Florida Department of Education, Division of Blind Services | Infrastructure Funding Agreement |
| 2. School Board of Escambia County | Amendment to the MOU |
| 3. Pensacola State College | Addendum to the MOU |
| 4. Community Action Program Committee, Inc. | Addendum to the MOU |

CareerSource Escarosa and its one-stop partners will continue to provide collaborative referrals between partners for appropriate services and activities, as well as methods to ensure the needs of workers and youth, including individuals with barriers to employment, have access to services through the one-stop delivery system. CareerSource Escarosa will serve as the convener for the Workforce Investment and Opportunity Act (WIOA) partner meetings.

## BACKGROUND:

In accordance the Workforce Investment and Opportunity Act ((WIOA) - Sections 678.700 - 678.755 and 678.760 and any state infrastructure mechanism requirement issued by the State of Florida, the funding of shared services and operating costs are to be coordinated by the Local Workforce Development Board (LWDB) with the partners for the funding of the infrastructure costs of the One-Stop Career Centers.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Bobbie Ellis-Wiggins has reviewed the documents.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Workforce Investment and Opportunity (WIOA) - Sections 678.700 - 678.755 and 678.760.

**IMPLEMENTATION/COORDINATION:**

CareerSource Escarosa has coordinated with the Department of Neighborhood & Human Services in the submission of this request.

---

**Attachments**

IFA with Department of Education, Blind Services
IFA with School Board of Escambia County
IFA with Pensacola State College
IFA with Community Action Program Committee, Inc.

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INFRASTRUCTURE FUNDING AGREEMENT
FOR ONE-STOP CAREER CENTER SYSTEM
BETWEEN THE DEPARTMENT OF EDUCATION
AND WORKFORCE ESCAROSA, INC.

## I. PARTIES

This Infrastructure Funding Agreement ("IFA"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("WIOA"), and is entered into by the Florida Department of Education, Division of Blind Services (hereafter referred to as the Partner) and WorkForce Escarosa, Inc. (hereafter referred to as "CareerSource").

## II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The one-stop system assures coordination between the activities authorized in and linked to this Act.

The purpose of this IFA is to describe the infrastructure cost responsibilities of the Parties to provide for the maintenance of effective and successful one-stop system. This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Escambia and Santa Rosa counties.

The parties to this document agree to coordinate and perform the responsibilities described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

## III. INFRASTRUCTURE COST BUDGET

Refer to the Infrastructure Funding Agreement Attachment A.

## IV. COST ALLOCATION METHODOLOGY

CareerSource selected Infrastructure costs per the annual budget are allocated by FTE for partners and programs that are physically located in the One-Stop Center, as outlined in Attachment A. This was done in an effort:

a) To remedy the imbalance of non-physically represented partners, and

b) To comply with the requirement of partners' contributions having to be in proportion to the partners' use of the one-stop center(s) and relative benefit received.

## V. ALLOCATION BASIS PER COST ITEM

Refer to the Infrastructure Funding Agreement Attachment A.

## VI. PARTNER CONTRIBUTION AMOUNTS

The Partner will be responsible for .2 FTE based on the Partner's benefit from and presence in the CareerSource center. This amounts to a total cost of $2,903 for the Partner. See Attachment A.

## VII. COST RECONCILIATION AND ALLOCATION BASE UPDATE

All Parties agree that a quarterly reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the following process:

1. Partners will provide CareerSource with the following information no later than fifteen (15) days after the end of each quarter, as applicable:
   - Quarterly cost information and documentation of the actual costs,
   - Updated staffing information (per the 1st day of the 1st month of each quarter), and
   - Actual customer participation numbers (per the last day of the last month of each quarter).
2. Upon receipt of the above information, CareerSource will:
   - Compare budgeted costs to actual costs,
   - Update the allocation bases, and
   - Apply the updated allocation bases, as described in the Cost Allocation Methodology section above, to determine the actual costs allocable to each partner.
3. CareerSource will prepare an updated budget document showing cost adjustments and will prepare an invoice for each Partner with the actual costs allocable to each Partner for the quarter.
4. CareerSource will submit the invoices to the Partners and send a copy of the updated budget to all Parties no later than forty-five (45) days after the end of each quarter. The Partners understand that the timeliness of CareerSource's preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each Partner in providing the necessary cost information. For Partners that advance funds to the local area, CareerSource will only send a copy of the updated budget.
5. Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit payment to CareerSource no later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For Partners that advance funds to the local area, CareerSource may draw down funds for quarterly payments upon approval via email of the reconciled budget.
6. Partners will communicate any disputes with costs in the invoice or the adjusted budget CareerSource in writing. CareerSource will review the disputed cost items and respond accordingly to the Partner within ten (10) days of receipt of notice of the disputed costs. When necessary, CareerSource will revise the invoice and the adjusted budget upon resolution of the dispute.

## VIII. STEPS UTILIZED TO REACH CONSENSUS

The Partners and CareerSource conferred regarding the involvement of each partner at the CareerSource Centers. The appropriate allocation bases were discussed and those bases included in this IFA were agreed upon as the most appropriate. CareerSource proposed the initial Partner

Contribution Amounts as described above and the Partners concurred with their proposal. Finally, the parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation and Allocation Base Update section above.

## IX. DISPUTE AND IMPASSE RESOLUTION

All Parties will actively participate in local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, then the following Dispute Resolution process must be followed.

1. If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.

3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource and to the Director of the Partner organization, Partner or impose other remedies to resolve the issue.

If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the IFA will be appealed through the process established by the governor for this purpose.

## X. MODIFICATION PROCESS

This IFA may be amended or modified with review and consent of all parties. Amendments and modifications must be issued in writing to all parties. All parties must be given a minimum of 30 days to comment prior to the inclusion of any amendment or modification. Oral amendments or modifications shall have no effect.

## XI. EFFECTIVE PERIOD

This IFA is entered into on the date executed by all parties. The term of this IFA shall commence on July 1, 2017, or the date last executed by both parties, whichever is later, through June 30, 2020.

## XII. PAYMENT METHODOLOGY

Career Source shall submit to the Partners quarterly invoices such that the Partners will have covered all costs agreed to in this IFA by the end of the program year, June 30 annually. The Parties to this IFA intend to be bound by this agreement and agree to make payment of all such funds as indicated in Section VI. Upon receipt of the above described invoices, the Partners shall process payment within 30 days.

SIGNATURES

[WorkForce Escarosa, Inc
D/B/A CareerSource Escarosa]:

Signature

Sheryl Rehberg, Executive Director
Printed Name

1/22/2018
Date

Department of Education (Partners):

Signature

Pam Stewart, Commissioner of Education
Printed Name

2/1/18
Date

[Santa Rosa County Board of Commissioners]:

Signature

Robert A. "Bob" Cole, Chairman
Printed Name

Date

ATTEST: Donald C. Spencer
Clerk of the Circuit Court

By: _____
Clerk

~~[CareerSource]:~~
[Escambia County Board of County Commissioners]

Signature

Jeff Bergosh, Chairman
Printed Name

Date

ATTEST: Pam Childers

By: _____
Deputy Clerk

Approved as to form and legal sufficiency

By/Title: S Ellis-Lt
Date: 05/31/2018

WorkForce Escarosa IA-840, Attachment A

**INFRASTRUCTURE FUNDING AGREEMENT (IFA)**

**ONE-STOP OPERATING BUDGET**

Cost Allocation Methodology: Costs will be allocated by FTE for partners/programs that are physically located in the One Stop Job Center.

| | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FTE Estimate | 64.55 | 29.00 | 3.00 | 1.00 | 3.25 | - | 12.50 | 1.00 | 8.00 | 3.00 | 2.00 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| FTE Percentage | 55.07% | 44.9% | 4.6% | 1.5% | 5.0% | 0.0% | 19.4% | 1.5% | 12.4% | 4.6% | 3.1% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% |
| Infrastructure Costs | Annual Budget | WIOA Adult | WIOA DisWkr | WIOA Youth | SNAP | UC services | WTP | Military Family | WP | Vets DVOP | Vets LVER | ECSB | PSC | CAPC | SDSRC | NCBA | TCCC | VR | DBS | CS-IC |
| Copier Costs | 6,570 | 2,952 | 305 | 102 | 331 | - | 1,272 | 102 | 814 | 305 | 204 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 |
| Equipment Rental | 21,138 | 9,497 | 982 | 327 | 1,064 | - | 4,093 | 327 | 2,620 | 982 | 655 | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 |
| Insurance | 18,036 | 8,103 | 838 | 279 | 908 | - | 3,493 | 279 | 2,235 | 838 | 559 | 56 | 56 | 56 | 56 | 56 | 56 | 56 | 56 | 56 |
| Network/Technology | 213,775 | 96,041 | 9,935 | 3,312 | 10,763 | - | 41,397 | 3,312 | 26,494 | 9,935 | 6,624 | 662 | 662 | 662 | 662 | 662 | 662 | 662 | 662 | 662 |
| Phones/Internet | 50,374 | 22,631 | 2,341 | 780 | 2,536 | - | 9,755 | 780 | 6,243 | 2,341 | 1,561 | 156 | 156 | 156 | 156 | 156 | 156 | 156 | 156 | 156 |
| Rent/Utilities | 519,564 | 233,421 | 24,147 | 8,049 | 26,159 | - | 100,613 | 8,049 | 64,392 | 24,147 | 16,098 | 1,610 | 1,610 | 1,610 | 1,610 | 1,610 | 1,610 | 1,610 | 1,610 | 1,610 |
| Repairs/Maintenance | 43,938 | 19,740 | 2,042 | 681 | 2,212 | - | 8,509 | 681 | 5,445 | 2,042 | 1,361 | 136 | 136 | 136 | 136 | 136 | 136 | 136 | 136 | 136 |
| Supplies | 63,700 | 28,618 | 2,960 | 987 | 3,207 | - | 12,335 | 987 | 7,895 | 2,960 | 1,974 | 197 | 197 | 197 | 197 | 197 | 197 | 197 | 197 | 197 |
| Subtotal | 937,095 | 421,003 | 43,552 | 14,517 | 47,181 | - | 181,467 | 14,517 | 116,139 | 43,552 | 29,035 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 |

| Additional Costs | Annual Budget | WIOA Adult | WIOA DisWkr | WIOA Youth | SNAP | UC services | WTP | Military Family | WP | Vets DVOP | Vets LVER | ECSB | PSC | CAPC | SDSRC | NCBA | TCCC | VR | DBS | CS-IC |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Administrative | 113,155 | - | | | | - | | | | | | | | | | | | | | |
| Monitoring | 106,160 | 15,644 | 2,503 | 31,757 | - | - | 24,751 | - | 18,002 | 6,751 | 6,752 | | | | | | | | | |
| Management IS | 55,224 | 10,082 | 1,741 | 22,090 | - | - | - | - | 11,045 | 4,733 | 4,733 | | | | | | | | | |
| Program Management | 223,745 | 70,468 | 18,080 | 14,352 | - | - | 79,055 | - | 23,888 | 8,951 | 8,951 | | | | | | | | | |
| Eligibility | 17,480 | - | - | 17,480 | - | - | - | - | - | - | - | | | | | | | | | |
| Other One Stop Costs | 876,634 | 445,447 | 26,553 | 50,552 | 6,103 | - | 304,373 | - | 22,630 | - | 20,976 | | | | | | | | | |
| WIOA Direct Services | 393,262 | 306,918 | 86,344 | - | - | - | - | - | - | - | - | | | | | | | | | |
| Direct Client Support | 803,600 | 710,000 | 56,000 | - | - | - | 37,600 | - | - | - | - | | | | | | | | | |
| Other Projects | 613,802 | 563,772 | - | 50,030 | - | - | - | - | - | - | - | | | | | | | | | |
| Program Services | 873,875 | - | - | 81,098 | 158,930 | 21,031 | 549,051 | 63,765 | - | - | - | | | | | | | | | |
| Service Provider Contracts | 930,000 | - | - | 930,000 | - | - | - | - | - | - | - | | | | | | | | | |
| DEO Staff Support | 677,641 | | | | | | | - | 417,454 | 117,785 | 142,402 | | | | | | | | | |
| Subtotal | 5,684,578 | 2,123,131 | 191,221 | 1,197,359 | 165,033 | 21,031 | 994,830 | 63,765 | 493,019 | 138,220 | 183,814 | - | - | - | - | - | - | - | - | - |

| | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TOTAL | 6,621,673 | 2,544,134 | 234,773 | 1,211,876 | 212,214 | 21,031 | 1,176,297 | 78,282 | 609,158 | 181,772 | 212,849 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 |

| THE SCHOOL DISTRICT OF ESCAMBIA COUNTY<br>*CURRICULUM AND INSTRUCTION*<br>SCHOOL BOARD AGENDA EXECUTIVE SUMMARY | | Item Number: V.b.1. K.1. |
|---|---|---|
| TITLE<br>Amendment to the Memorandum of Understanding Between Workforce Escarosa, Inc. DBA CareerSource Escarosa and the School Board of Escambia County, Florida | | SUBMITTED BY:<br>Dr. Michelle Taylor, Director, Workforce Education |
| PERIOD OF GRANT/CONTRACT REQUEST<br>February 20, 2018 - June 30, 2018 | FUNDING SOURCE<br>Adult Education | PROJECT COORDINATOR AND DEPARTMENT<br>Dr. Michelle Taylor, Director, Workforce Education |
| AMOUNT OF FUNDING REQUEST<br>$2,903 | *Is amount more, less or same as last year?*<br>More | TOTAL PROJECT<br>$2,903 | *Is the amount more, less or same as last year?*<br>More |

PURPOSE

This amendment to the Memorandum of Understanding (MOU) enables the School District to pay the allocated infrastructure costs to CareerSource Escarosa per the new Workforce Innovation and Opportunity Act (WIOA) Legislation.

IMPLEMENTATION PLAN

1. Approval of this amendment.
2. Enter requisition for a PO to be created for payment to Escarosa.
3. Receive invoice from Escarosa for monies due.
4. Send invoice to accounts payable for payment to be made.

PARTICIPATING SCHOOLS/AGENCIES

CareerSource Escarosa
SBEC/Workforce Education

ACTION REQUIRED

Board Approval

STRATEGIC ALIGNMENT – *Include Pillar, Goal and Measurable Objective as outlined in the current Strategic Plan.*

PILLAR: Quality

GOAL: GOAL Q.1: To increase rigor at all levels

MEASURABLE OBJECTIVE:

Q.1.8. Increase postsecondary measures through Career Placement Program Rate, Adult Education Completion, and Postsecondary Industry Certifications.

| DIRECTOR | DATE | |
|---|---|---|
| ASSISTANT SUPERINTENDENT<br>Steve Thomas | DATE<br>2/7/18 | DATE OF BOARD APPROVAL<br>APPROVED<br>ESCAMBIA COUNTY SCHOOL BOARD<br>FEB 20 2018<br>MALCOLM THOMAS, SUPERINTENDENT<br>VERIFIED BY RECORDING SECRETARY |

Revised: June 2017
Retention: 5 years

KEEP FOR YOUR RECORDS

AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
WORKFORCE ESCAROSA, INC. DBA CAREERSOURCE ESCAROSA
AND
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

This Amendment ("the Amendment") to the Memorandum of Understanding dated August 15, 2017, is entered into by The School Board of Escambia County, Florida ("Board"), and Workforce Escarosa, Inc. d/b/a CareerSource Escarosa ("CareerSource Escarosa") this the 20th day of February, 2018.

Background

The parties entered into a Memorandum of Understanding (the "MOU") on August 15, 2017 to affirm the cooperative workforce training, employment and economic development efforts between the parties and address requirements of the Workforce Innovation and Opportunity Act of 2014 ("WIOA").

The parties are required to amend the MOU to include an infrastructure cost agreement (IFA) that is required by WIOA and has been negotiated and set forth as a part of this Amendment.

NOW, THEREFORE, the parties hereto mutually agree to the following changes:

1. Section III, Part A, Subpart 4, delete second paragraph and replace with

   Infrastructure costs to be paid to CareerSource Escarosa by the Board are based on the following:

   a. Cost Allocation Methodology
      Infrastructure costs per the annual budget are allocated by full time equivalent (FTE) for partners and programs that are physically located in the One-Stop Center. Attached to this Amendment is the One-Stop Operating Budget (Attachment A).

   b. Payment
      CareerSource Escarosa shall submit to the Board a quarterly invoice in the amount of seven hundred, twenty-five dollars and seventy-five cents ($725.75) to cover agreed upon One-Stop infrastructure costs to be paid within thirty (30) days.

   c. Costs Reconciliation and Allocation
      The One-Stop Operating Budget is subject to change based upon increases or decreases in infrastructure costs contained within. The actual infrastructure costs will be reconciled with those projected annually at the end of the fiscal year (June 30). Increases and decreases will be calculated and included in a subsequent amendment.

2. Section III, Part B, Subpart 3, delete second paragraph and replace with

   Infrastructure costs to be paid to CareerSource Escarosa by the Board are based on the following:

   a. Cost Allocation Methodology
      Infrastructure costs per the annual budget are allocated by full time equivalent (FTE) for partners and programs that are physically located in the One-Stop Center. Attached to this Amendment is the One-Stop Operating Budget (Attachment A).

   b. Payment
      CareerSource Escarosa shall submit to the Board a quarterly invoice in the amount of seven hundred, twenty-five dollars and seventy-five cents ($725.75) to cover agreed upon One-Stop infrastructure costs to be paid within thirty (30) days.

   c. Costs Reconciliation and Allocation
      The One-Stop Operating Budget is subject to change based upon increases or decreases in infrastructure costs contained within. The actual infrastructure costs will be reconciled with those projected annually at the end of the fiscal year (June 30). Increases and decreases will be calculated and included in a subsequent amendment.

3. Any and all modifications contained herein shall take effect upon execution of this Amendment by both parties and remain in effect until the termination of the MOU or a subsequent Amendment is executed as a replacement.

THIS SPACE INTENTIALLY LEFT BLANK

AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
WORKFORCE ESCAROSA, INC. DBA CAREERSOURCE ESCAROSA
AND
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

IN WITNESS WHEREOF, the parties hereto have agreed to this Amendment to become effective on February 20, 2018.

CareerSource Escarosa:

Sheryl Rehberg

Sheryl Rehberg, Executive Director

Date

Escambia County Commission:

Jeff Bergosh, Chairman

Date

Attest: Pam Childers,
Clerk of the Circuit Court

Deputy Clerk

BOCC Approved

Approved as to form and legal sufficiency.

By/Title: B Ellis

Date: 05/31/2018

School Board of Escambia County, Florida:

Gerald W. Boone

Gerald Boone, Board Chair

2-21-18

Date

Attest:

Malcolm Thomas

Malcolm Thomas, Superintendent

02/21/18

Date

APPROVED FOR LEGAL CONTENT
FOR February 2018 AGENDA
FEB - 7 2018
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

FEB 20 2018

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

Attachment A

**INFRASTRUCTURE FUNDING AGREEMENT (IFA)**

**ONE-STOP OPERATING BUDGET**

Cost Allocation Methodology: Costs will be allocated by FTE for partners/programs that are physically located in the One Stop Job Center.

| | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FTE Estimate | 64.55 | 29.00 | 3.00 | 1.00 | 3.25 | - | 12.50 | 1.00 | 8.00 | 3.00 | 2.00 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| FTE Percentage | 55.07% | 44.9% | 4.6% | 1.5% | 5.0% | 0.0% | 19.4% | 1.5% | 12.4% | 4.6% | 3.1% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% |
| Infrastructure Costs | Annual Budget | WIOA Adult | WIOA DisWkr | WIOA Youth | SNAP | UC services | WTP | Military Family | WP | Vets DVOP | Vets LVER | ECSB | PSC | CAPC | SDSRC | NCBA | TCCC | VR | DBS | CS-JC |
| Copier Costs | 6,570 | 2,952 | 305 | 102 | 331 | - | 1,272 | 102 | 814 | 305 | 204 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 |
| Equipment Rental | 21,138 | 9,497 | 982 | 327 | 1,064 | - | 4,093 | 327 | 2,620 | 982 | 655 | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 |
| Insurance | 18,036 | 8,103 | 838 | 279 | 908 | - | 3,493 | 279 | 2,235 | 838 | 559 | 56 | 56 | 56 | 56 | 56 | 56 | 56 | 56 | 56 |
| Network/Technology | 213,775 | 96,041 | 9,935 | 3,312 | 10,763 | - | 41,397 | 3,312 | 26,494 | 9,935 | 6,624 | 662 | 662 | 662 | 662 | 662 | 662 | 662 | 662 | 662 |
| Phones/Internet | 50,374 | 22,631 | 2,341 | 780 | 2,536 | - | 9,755 | 780 | 6,243 | 2,341 | 1,561 | 156 | 156 | 156 | 156 | 156 | 156 | 156 | 156 | 156 |
| Rent/Utilities | 519,564 | 233,421 | 24,147 | 8,049 | 26,159 | - | 100,613 | 8,049 | 64,392 | 24,147 | 16,098 | 1,610 | 1,610 | 1,610 | 1,610 | 1,610 | 1,610 | 1,610 | 1,610 | 1,610 |
| Repairs/Maintenance | 43,938 | 19,740 | 2,042 | 681 | 2,212 | - | 8,509 | 681 | 5,445 | 2,042 | 1,361 | 136 | 136 | 136 | 136 | 136 | 136 | 136 | 136 | 136 |
| Supplies | 63,700 | 28,618 | 2,960 | 987 | 3,207 | - | 12,335 | 987 | 7,895 | 2,960 | 1,974 | 197 | 197 | 197 | 197 | 197 | 197 | 197 | 197 | 197 |
| Subtotal | 937,095 | 421,003 | 43,552 | 14,517 | 47,181 | - | 181,467 | 14,517 | 116,139 | 43,552 | 29,035 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 |

| Additional Costs | Annual Budget | WIOA Adult | WIOA DisWkr | WIOA Youth | SNAP | UC services | WTP | Military Family | WP | Vets DVOP | Vets LVER | ECSB | PSC | CAPC | SDSRC | NCBA | TCCC | VR | DBS | CS-JC |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Administrative | 113,155 | - | | | | - | | | | | | | | | | | | | | |
| Monitoring | 106,160 | 15,644 | 2,503 | 31,757 | - | - | 24,751 | - | 18,002 | 6,751 | 6,752 | | | | | | | | | |
| Management IS | 55,224 | 10,882 | 1,741 | 22,090 | - | - | - | - | 11,045 | 4,733 | 4,733 | | | | | | | | | |
| Program Management | 223,745 | 70,468 | 18,080 | 14,352 | - | - | 79,055 | - | 23,888 | 8,951 | 8,951 | | | | | | | | | |
| Eligibility | 17,480 | - | - | 17,480 | - | - | - | - | - | - | - | | | | | | | | | |
| Other One Stop Costs | 876,634 | 445,447 | 26,553 | 50,552 | 6,103 | - | 304,373 | - | 22,630 | - | 20,976 | | | | | | | | | |
| WIOA Direct Services | 393,262 | 306,918 | 86,344 | - | - | - | - | - | - | - | - | | | | | | | | | |
| Direct Client Support | 803,600 | 710,000 | 56,000 | - | - | - | 37,600 | - | - | - | - | | | | | | | | | |
| Other Projects | 613,802 | 563,772 | - | 50,030 | - | - | - | - | - | - | - | | | | | | | | | |
| Program Services | 873,875 | - | - | 81,098 | 158,930 | 21,031 | 549,051 | 63,765 | - | - | - | | | | | | | | | |
| Service Provider Contracts | 930,000 | - | - | 930,000 | - | - | - | - | - | - | - | | | | | | | | | |
| DEO Staff Support | 677,641 | | | | | | | - | 417,454 | 117,785 | 142,402 | | | | | | | | | |
| Subtotal | 5,684,578 | 2,123,131 | 191,221 | 1,197,359 | 165,033 | 21,031 | 994,830 | 63,765 | 493,019 | 138,220 | 183,814 | - | - | - | - | - | - | - | - | - |

| | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TOTAL | 6,621,673 | 2,544,134 | 234,773 | 1,211,876 | 212,214 | 21,031 | 1,176,297 | 78,282 | 609,158 | 181,772 | 212,849 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 |

## ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See http://dos.myflorida.com/library-archives/records-management/general-records-schedules)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

**IF 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 SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, NROSS@ESCAMBIA.K12.FL.US, OR 75 NORTH PACE BLVD., PENSACOLA,FL 32505.**

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:

Donna Sessions Waters
General Counsel
Escambia County School Board
75 North Pace Blvd.
Pensacola, FL 32505
*02/21/2017*

Initials of Each Signatory:

College Contract Number
2018155

# ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
## Between
## Workforce Escarosa, Inc. dba CareerSource Escarosa
## and the
## District Board of Trustees of Pensacola State College, Florida (PSC)
## Dated August 11, 2017

III. PROVISION OF SERVICES

4. Coordinate with the College for the funding of the infrastructure costs of the One-Stop Career Centers in accordance with 20 CFR section 678.700 through section 678.755 of the federal regulations promulgated under WIOA and the funding of shared services and operating costs in accordance with 20 CFR section 678.760 of the WIOA and any state infrastructure funding mechanism requirements issued by the State of Florida.

*Under WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each One-Stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA section 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required partners. Once signed, the IFA will be attached to the existing MOU as an addendum.*

1. Cost Allocation Methodology

Infrastructure costs per the annual budget are allocated by FTE for partners and programs that are physically located in the One-Stop Center. Attached to this addendum is the One-Stop Operating Budget (which is a part of the addendum).

2. Payment

CareerSource Escarosa shall submit to the Pensacola State College, Florida a quarterly invoice in the amount of $725.75 to cover costs that are agreed to in this IFA to be paid within 30 days.

3. Costs Reconciliation and Allocation

The One-Stop Operating Budget is subject to change based upon increases or decreases in infrastructure cost contained within. The actual infrastructure costs will be reconciled with those projected annually at the end of the fiscal year (June 30). Increases and decreases will be calculated and included in a separate invoice including reconciliation documentation, once the difference is determined.

4. Approval Signatures

WORKFORCE ESCAROSA, INC.
DBA CAREERSOURCE ESCAROSA

Signature

Sheryl Rehberg – Executive Director
Printed Name

12/8/17
Date

THE DISTRICT BOARD OF TRUSTEES
OF PENSACOLA STATE COLLEGE,
FLORIDA

Signature

C. Edward Meadows, President
Printed Name

12/12/2017
Date

SANTA ROSA COUNTY BOARD
OF COMMISSIONERS

Signature

Robert A. "Bob" Cole, Chairman
Printed Name

Date

ATTEST: Donald C. Spencer
Clerk of the Circuit Court

By: _____
Clerk

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Signature

Jeff Bergosh, Chairman
Printed Name

Date

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____
Date: 05/31/2018

Approved as to Form:
By _____
Thomas J. Gilliam, Jr., General Counsel
Pensacola State College

## INFRASTRUCTURE FUNDING AGREEMENT (IFA)
## ONE-STOP OPERATING BUDGET

Cost Allocation Methodology: Costs will be allocated by FTE for partners/programs that are physically located in the One Stop Job Center.

| | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FTE Estimate | 64.55 | 29.00 | 3.00 | 1.00 | 3.25 | - | 12.50 | 1.00 | 8.00 | 3.00 | 2.00 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| FTE Percentage | 55.07% | 44.9% | 4.6% | 1.5% | 5.0% | 0.0% | 19.4% | 1.5% | 12.4% | 4.6% | 3.1% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% |
| Infrastructure Costs | Annual Budget | WIOA Adult | WIOA DisWkr | WIOA Youth | SNAP | UC services | WTP | Military Family | WP | Vets DVOP | Vets LVER | ECSB | PSC | CAPC | SDSRC | NCBA | TCCC | VR | DBS | CS-IC |
| Copier Costs | 6,570 | 2,952 | 305 | 102 | 331 | - | 1,272 | 102 | 814 | 305 | 204 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 |
| Equipment Rental | 21,138 | 9,497 | 982 | 327 | 1,064 | - | 4,093 | 327 | 2,620 | 982 | 655 | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 |
| Insurance | 18,036 | 8,103 | 838 | 279 | 908 | - | 3,493 | 279 | 2,235 | 838 | 559 | 56 | 56 | 56 | 56 | 56 | 56 | 56 | 56 | 56 |
| Network/Technology | 213,775 | 96,041 | 9,935 | 3,312 | 10,763 | - | 41,397 | 3,312 | 26,494 | 9,935 | 6,624 | 662 | 662 | 662 | 662 | 662 | 662 | 662 | 662 | 662 |
| Phones/Internet | 50,374 | 22,631 | 2,341 | 780 | 2,536 | - | 9,755 | 780 | 6,243 | 2,341 | 1,561 | 156 | 156 | 156 | 156 | 156 | 156 | 156 | 156 | 156 |
| Rent/Utilities | 519,564 | 233,421 | 24,147 | 8,049 | 26,159 | - | 100,613 | 8,049 | 64,392 | 24,147 | 16,098 | 1,610 | 1,610 | 1,610 | 1,610 | 1,610 | 1,610 | 1,610 | 1,610 | 1,610 |
| Repairs/Maintenance | 43,938 | 19,740 | 2,042 | 681 | 2,212 | - | 8,509 | 681 | 5,445 | 2,042 | 1,361 | 136 | 136 | 136 | 136 | 136 | 136 | 136 | 136 | 136 |
| Supplies | 63,700 | 28,618 | 2,960 | 987 | 3,207 | - | 12,335 | 987 | 7,895 | 2,960 | 1,974 | 197 | 197 | 197 | 197 | 197 | 197 | 197 | 197 | 197 |
| Subtotal | 937,095 | 421,003 | 43,552 | 14,517 | 47,181 | - | 181,467 | 14,517 | 116,139 | 43,552 | 29,035 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 |

| Additional Costs | Annual Budget | WIOA Adult | WIOA DisWkr | WIOA Youth | SNAP | UC services | WTP | Military Family | WP | Vets DVOP | Vets LVER | ECSB | PSC | CAPC | SDSRC | NCBA | TCCC | VR | DBS | CS-IC |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Administrative | 113,155 | - | | | | - | | | | | | | | | | | | | | |
| Monitoring | 106,160 | 15,644 | 2,503 | 31,757 | - | - | 24,751 | - | 18,002 | 6,751 | 6,752 | | | | | | | | | |
| Management IS | 55,224 | 10,882 | 1,741 | 22,090 | - | - | - | - | 11,045 | 4,733 | 4,733 | | | - | | | | | | |
| Program Management | 223,745 | 70,468 | 18,080 | 14,352 | - | - | 79,055 | - | 23,888 | 8,951 | 8,951 | | | | | | | | | |
| Eligibility | 17,480 | - | - | 17,480 | - | - | - | - | - | - | - | | | | | | | | | |
| Other One Stop Costs | 876,634 | 445,447 | 26,553 | 50,552 | 6,103 | - | 304,373 | - | 22,630 | - | 20,976 | | | | | | | | | |
| WIOA Direct Services | 393,262 | 306,918 | 86,344 | - | - | - | - | - | - | - | - | | | | | | | | | |
| Direct Client Support | 803,600 | 710,000 | 56,000 | - | - | - | 37,600 | - | - | - | - | | | | | | | | | |
| Other Projects | 613,802 | 563,772 | - | 50,030 | - | - | - | - | - | - | - | | | | | | | | | |
| Program Services | 873,875 | - | - | 81,098 | 158,930 | 21,031 | 549,051 | 63,765 | - | - | - | | | | | | | | | |
| Service Provider Contracts | 930,000 | - | - | 930,000 | - | - | - | - | - | - | - | | | | | | | | | |
| DEO Staff Support | 677,641 | | | | | | | - | 417,454 | 117,785 | 142,402 | | | | | | | | | |
| Subtotal | 5,684,578 | 2,123,131 | 191,221 | 1,197,359 | 165,033 | 21,031 | 994,830 | 63,765 | 493,019 | 138,220 | 183,814 | - | - | - | - | - | - | - | - | - |

| | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TOTAL | 6,621,673 | 2,544,134 | 234,773 | 1,211,876 | 212,214 | 21,031 | 1,176,297 | 78,282 | 609,158 | 181,772 | 212,849 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 |

# ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
## Between
## Workforce Escarosa, Inc. dba CareerSource Escarosa
## and
## Community Action Program Committee, Inc.
## Dated August 3, 2017

III. PROVISION OF SERVICES

4. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop Career Centers in accordance with section 678.700 through section 678.755 of the WIOA and the funding of shared services and operating costs in accordance with section 678.760 of the WIOA.

*Under WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each One-Stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA section 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required partners. Once signed, the IFA will be attached to the existing MOU as an addendum.*

1. Cost Allocation Methodology

Infrastructure costs per the annual budget are allocated by FTE for partners and programs that are physically located in the One-Stop Center. Attached to this addendum is the One-Stop Operating Budget (which is a part of the addendum).

2. Payment

The Community Action Program Committee, Inc. (CAPC) will provide the following services to CSE staff and customers, and provide a quarterly report on services that includes specifics. The quarterly report will include numbers and monetary values of each services. The value of this in-kind contribution will amount to approximately $3,000 per year.

- Through a referral process, CAPC agrees to provide CareerSource customers wrap-around services focused on eliminating barriers to employment and/or education. Those services are as follows:
  1. GED Class Registration and GED Testing.
  2. Work tools, uniforms, boots, bus tickets, and/or gas cards for newly employed clients.
  3. Job- and Life-skill certification training programs offered through CAPC agency partner.

4. Family Supportive services focused on stability and sustainability (case management, etc.).

- CAPC will offer CareerSource case managers an opportunity to train at CAPC sponsored case management training events. The cost per attendee will be recorded on the quarterly report.

3. Costs Reconciliation and Allocation

The One-Stop Operating Budget is subject to change based upon increases or decreases in infrastructure cost contained within. The actual infrastructure costs will be reconciled with those projected annually at the end of the fiscal year (June 30). Increases and decreases will be calculated and included in a separate invoice including reconciliation documentation, once the difference is determined.

4. Approval Signatures

**WORKFORCE ESCAROSA, INC.**
**DBA CAREERSOURCE ESCAROSA**

Signature

Sheryl Rehberg – Executive Director
Printed Name

02.01.18
Date

**COMMUNITY ACTION PROGRAM COMMITTEE, INC.**

Signature

John Carroll
Printed Name

2-1-18
Date

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

Signature

Jeff Bergosh, Chairman
Printed Name

Date

**ATTEST: PAM CHILDERS**
**CLERK OF THE CIRCUIT COURT**
**BY:** _____
**DEPUTY CLERK**

Approved as to form and legal sufficiency.

By/Title: B Ellis Lo
Date: 05/31/2018

# WorkForce Escarosa IA-840, Attachment A

## INFRASTRUCTURE FUNDING AGREEMENT (IFA)

## ONE-STOP OPERATING BUDGET

**Cost Allocation Methodology: Costs will be allocated by FTE for partners/programs that are physically located in the One Stop Job Center.**

| | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FTE Estimate | 64.55 | 29.00 | 3.00 | 1.00 | 3.25 | - | 12.50 | 1.00 | 8.00 | 3.00 | 2.00 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| FTE Percentage | 55.07% | 44.9% | 4.6% | 1.5% | 5.0% | 0.0% | 19.4% | 1.5% | 12.4% | 4.6% | 3.1% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% |
| Infrastructure Costs | Annual Budget | WIOA Adult | WIOA DisWkr | WIOA Youth | SNAP | UC services | WTP | Military Family | WP | Vets DVOP | Vets LVER | ECSB | PSC | CAPC | SDSRC | NCBA | TCCC | VR | DBS | CS-IC |
| Copier Costs | 6,570 | 2,952 | 305 | 102 | 331 | - | 1,272 | 102 | 814 | 305 | 204 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 |
| Equipment Rental | 21,138 | 9,497 | 982 | 327 | 1,064 | - | 4,093 | 327 | 2,620 | 982 | 655 | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 |
| Insurance | 18,036 | 8,103 | 838 | 279 | 908 | - | 3,493 | 279 | 2,235 | 838 | 559 | 56 | 56 | 56 | 56 | 56 | 56 | 56 | 56 | 56 |
| Network/Technology | 213,775 | 96,041 | 9,935 | 3,312 | 10,763 | - | 41,397 | 3,312 | 26,494 | 9,935 | 6,624 | 662 | 662 | 662 | 662 | 662 | 662 | 662 | 662 | 662 |
| Phones/Internet | 50,374 | 22,631 | 2,341 | 780 | 2,536 | - | 9,755 | 780 | 6,243 | 2,341 | 1,561 | 156 | 156 | 156 | 156 | 156 | 156 | 156 | 156 | 156 |
| Rent/Utilities | 519,564 | 233,421 | 24,147 | 8,049 | 26,159 | - | 100,613 | 8,049 | 64,392 | 24,147 | 16,098 | 1,610 | 1,610 | 1,610 | 1,610 | 1,610 | 1,610 | 1,610 | 1,610 | 1,610 |
| Repairs/Maintenance | 43,938 | 19,740 | 2,042 | 681 | 2,212 | - | 8,509 | 681 | 5,445 | 2,042 | 1,361 | 136 | 136 | 136 | 136 | 136 | 136 | 136 | 136 | 136 |
| Supplies | 63,700 | 28,618 | 2,960 | 987 | 3,207 | - | 12,335 | 987 | 7,895 | 2,960 | 1,974 | 197 | 197 | 197 | 197 | 197 | 197 | 197 | 197 | 197 |
| Subtotal | 937,095 | 421,003 | 43,552 | 14,517 | 47,181 | - | 181,467 | 14,517 | 116,139 | 43,552 | 29,035 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 |

| Additional Costs | Annual Budget | WIOA Adult | WIOA DisWkr | WIOA Youth | SNAP | UC services | WTP | Military Family | WP | Vets DVOP | Vets LVER | ECSB | PSC | CAPC | SDSRC | NCBA | TCCC | VR | DBS | CS-IC |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Administrative | 113,155 | - | | | | - | | | | | | | | | | | | | | |
| Monitoring | 106,160 | 15,644 | 2,503 | 31,757 | - | - | 24,751 | - | 18,002 | 6,751 | 6,752 | | | | | | | | | |
| Management IS | 55,224 | 10,182 | 1,741 | 22,090 | - | - | - | - | 11,045 | 4,733 | 4,733 | | | | | | | | | |
| Program Management | 223,745 | 70,468 | 18,080 | 14,352 | - | - | 70,055 | - | 23,682 | 8,951 | 8,951 | | | | | | | | | |
| Eligibility | 17,480 | - | - | 17,480 | - | - | - | - | - | - | - | | | | | | | | | |
| Other One Stop Costs | 876,634 | 445,447 | 26,553 | 50,552 | 6,103 | - | 304,373 | - | 22,630 | - | 20,976 | | | | | | | | | |
| WIOA Direct Services | 393,262 | 306,918 | 86,344 | - | - | - | - | - | - | - | - | | | | | | | | | |
| Direct Client Support | 803,600 | 710,000 | 56,000 | - | - | - | 37,600 | - | - | - | - | | | | | | | | | |
| Other Projects | 613,802 | 563,772 | - | 50,030 | - | - | - | - | - | - | - | | | | | | | | | |
| Program Services | 873,875 | - | - | 81,098 | 158,930 | 21,031 | 549,051 | 63,765 | - | - | - | | | | | | | | | |
| Service Provider Contracts | 930,000 | - | - | 930,000 | - | - | - | - | - | - | - | | | | | | | | | |
| OEO Staff Support | 677,641 | | | | | | | - | 417,454 | 117,785 | 142,402 | | | | | | | | | |
| Subtotal | 5,684,578 | 2,123,131 | 191,221 | 1,197,359 | 165,033 | 21,031 | 994,880 | 63,765 | 493,019 | 138,220 | 183,814 | - | - | - | - | - | - | - | - | - |

| | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TOTAL | 6,621,673 | 2,544,134 | 234,773 | 1,211,876 | 212,214 | 21,031 | 1,176,297 | 78,282 | 609,158 | 181,772 | 212,849 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 |

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14101** **County Administrator's Report 11. 1.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 06/07/2018
**Issue:** Default on the Purchase of County-Owned Real Property Located at 1313 West Jackson Street
**From:** Stephan Hall, Budget Manager
**Organization:** Asst County Administrator - Lovoy
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Default on the Purchase of County-Owned Real Property Located at 1313 West Jackson Street - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning Default on the Purchase of County-Owned Real Property Located at 1313 West Jackson Street (Account #: 15-0740-000, Reference #: 00-0S-00-9060-072-063). This parcel is located in District 2:

A. Declare Olivia Rogers, the successful bidder of the parcel referenced above, to be in default of the terms of the Contract between her and the County for the purchase of the County-owned parcel located at 1313 West Jackson Street for failure to close in the timeframe prescribed by the terms of the Contract;

B. Retain the deposit made by Ms. Rogers, in the amount of $743.40, for the parcel located at 1313 West Jackson Street; and

C. Authorize the parcel to be re-advertised for sale at another auction.

## BACKGROUND:

Olivia Rogers was the successful bidder in the surplus real property auction ending March 5, 2018, wherein she bid $7,434 for the parcel located at 1313 West Jackson Street. On March 6, 2018, Ms. Rogers completed the 10% Deposit and Purchase form and submitted her bid deposit to the County in the amount of $743.40 for the aforementioned parcel. The County Attorney's Office mailed a set of closing documents to Ms.Rogers on March 8, 2018. To date, Ms. Rogers has

not executed the Agreement for Sale and Purchase. On April 20, 2018, Ms. Rogers sent an email to staff advising that she no longer wished to purchase the property and that she understood that her deposit would not be returned.

On May 10, 2018, a certified letter was mailed to Ms. Rogers by the County Administrator, advising that pursuant to her own request, the Administrator would recommend the Board deem the contract void, retain the bid deposit, and authorize the property to be re-advertised for another auction.

**BUDGETARY IMPACT:**

The 10% bid deposit submitted by Ms. Rogers was deposited into the General Fund.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

*No file(s) attached.*

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# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-13718** **County Administrator's Report 11. 2.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 06/07/2018
**Issue:** Florida Commission for the Transportation Disadvantaged (FLCTD) Trip & Equipment Grant Application
**From:** Mike Crittenden, Director, Mass Transit
**Organization:** Mass Transit
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Florida Commission for the Transportation Disadvantaged Trip & Equipment Grant Application - Mike Crittenden, Director Mass Transit

That the Board take the following action regarding the Florida Commission for the Transportation Disadvantaged (FLCTD) Trip & Equipment Grant Application:

A. Adopt and authorize the Chairman to sign the Resolution authorizing the County Administrator to be named as the Board's Registered Agent in Florida;

B. Approve and authorize the County Administrator to sign the Transportation Disadvantaged Trip & Equipment Grant Application Form; and

C. Approve and authorize the County Administrator to sign the Transportation Disadvantaged Trip & Equipment Grant Standard Assurances.

[Funding: The Florida Commission for the Transportation Disadvantaged is expected to provide 90% of the funding, in the amount of $604,177. This Grant requires a 10% match. This amount, $67,131, is funded by fare box proceeds and budgeted in Fund 104 Cost Center 211215]

## BACKGROUND:

Meeting in regular session on April 29, 2014, the Board of County Commissioners (BOCC) approved and authorized the Chairman to sign a Memorandum of Agreement with the Florida Commission for the Transportation Disadvantaged, allowing the BOCC to become the Community Transportation Coordinator (CTC) for Escambia County.

The attached Resolution states that the Board has the authority to enter into the Grant Agreement, and authorizes the County Administrator or Assistant County Administrator to act as the Board's Registered Agents in Florida, to sign any and all assurances, warranties, certifications and any other documents which may be required in connection with the agreement or subsequent agreements, including but not limited to the Trip & Equipment Grant Agreement.

The purpose of the attached Trip & Equipment Grant Agreement is to provide non-sponsored transportation trips and/or capital equipment to the non-sponsored, transportation-disadvantaged in accordance with the Transportation Disadvantaged Trust Fund in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission for the Transportation Disadvantaged policies,

**BUDGETARY IMPACT:**

The Florida Commission for the Transportation Disadvantaged is expected to provide 90% of the funding, in the amount of $604,177. This Grant requires a 10% match. This amount, $67,131, is funded by fare box proceeds and budgeted in Fund 104 Cost Center 211215.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and signed the Resolution, the Florida Commission for the Transportation Disadvantaged Trip and Equipment Grant Standard Assurances, and the Transportation Disadvantaged Trip and Equipment Grant Application Form.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, the Chairman will sign the Resolution, and the County Administrator or Assistant County Administrator will sign and execute the Trip & Equipment Grant Agreement. Mass Transit staff, as the CTC will act as liaison between the Florida Commission for the Transportation Disadvantaged and as contact person for the BOCC and Escambia County

transportation-disadvantaged clients/riders.

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**Attachments**

Funding Allocations
Application and Resolution
Original Agreement

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**FY2018-19 Transportation Disadvantaged Trip and Equipment Grant Allocations**

| | Trip & Equipment Grant | | | Voluntary Dollar | | | Proviso - Statute Formula | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| County | FY18-19 Option 1 | Local Match (10%) | Total Funds | Funding | Local Match (10%) | Total Funds | Funding | Local Match (10%) | Total Funds | FY2018-19 Total Funds |
| Alachua | $610,651 | $67,850 | $678,501 | $73 | $8 | $81 | $86,695 | $9,633 | $96,328 | $774,910 |
| Baker | $270,119 | $30,013 | $300,132 | $1 | $0 | $1 | $29,028 | $3,225 | $32,253 | $332,386 |
| Bay | $457,630 | $50,848 | $508,478 | $74 | $8 | $82 | $67,983 | $7,554 | $75,537 | $584,097 |
| Bradford | $236,503 | $26,278 | $262,781 | $5 | $1 | $6 | $18,569 | $2,063 | $20,632 | $283,419 |
| Brevard | $1,421,435 | $157,937 | $1,579,372 | $242 | $27 | $269 | $0 | $0 | $0 | $1,579,641 |
| Broward | $4,237,931 | $470,881 | $4,708,812 | $788 | $88 | $876 | $0 | $0 | $0 | $4,709,688 |
| Calhoun | $216,415 | $24,046 | $240,461 | $3 | $0 | $3 | $19,187 | $2,132 | $21,319 | $261,783 |
| Charlotte | $488,645 | $54,294 | $542,939 | $30 | $3 | $33 | $0 | $0 | $0 | $542,972 |
| Citrus | $543,589 | $60,399 | $603,988 | $25 | $3 | $28 | $0 | $0 | $0 | $604,016 |
| Clay | $556,996 | $61,888 | $618,884 | $46 | $5 | $51 | $84,831 | $9,426 | $94,257 | $713,192 |
| Collier | $746,889 | $82,988 | $829,877 | $85 | $9 | $94 | $0 | $0 | $0 | $829,971 |
| Columbia | $288,129 | $32,014 | $320,143 | $28 | $3 | $31 | $34,829 | $3,870 | $38,699 | $358,872 |
| DeSoto | $223,377 | $24,820 | $248,197 | $2 | $0 | $2 | $19,800 | $2,200 | $22,000 | $270,200 |
| Dixie | $200,578 | $22,286 | $222,864 | $2 | $0 | $2 | $18,152 | $2,017 | $20,169 | $243,036 |
| Duval | $1,806,190 | $200,688 | $2,006,878 | $461 | $51 | $512 | $0 | $0 | $0 | $2,007,391 |
| Escambia | $604,073 | $67,119 | $671,192 | $104 | $12 | $116 | $0 | $0 | $0 | $671,308 |
| Flagler | $424,680 | $47,187 | $471,867 | $46 | $5 | $51 | $55,723 | $6,191 | $61,914 | $533,832 |
| Franklin | $197,075 | $21,897 | $218,972 | $0 | $0 | $0 | $15,070 | $1,674 | $16,744 | $235,716 |
| Gadsden | $417,520 | $46,390 | $463,910 | $26 | $3 | $29 | $55,144 | $6,126 | $61,270 | $525,209 |
| Gilchrist | $192,765 | $21,418 | $214,183 | $2 | $0 | $2 | $10,898 | $1,211 | $12,109 | $226,294 |
| Glades | $237,444 | $26,383 | $263,827 | $0 | $0 | $0 | $24,655 | $2,739 | $27,394 | $291,221 |
| Gulf | $230,560 | $25,618 | $256,178 | $1 | $0 | $1 | $22,195 | $2,466 | $24,661 | $280,840 |
| Hamilton | $181,872 | $20,208 | $202,080 | $0 | $0 | $0 | $12,752 | $1,417 | $14,169 | $216,249 |
| Hardee | $258,559 | $28,729 | $287,288 | $0 | $0 | $0 | $28,513 | $3,168 | $31,681 | $318,969 |
| Hendry | $267,259 | $29,695 | $296,954 | $2 | $0 | $2 | $37,237 | $4,137 | $41,374 | $338,330 |
| Hernando | $496,804 | $55,200 | $552,004 | $51 | $6 | $57 | $62,285 | $6,921 | $69,206 | $621,267 |
| Highlands | $449,690 | $49,966 | $499,656 | $9 | $1 | $10 | $61,781 | $6,865 | $68,646 | $568,312 |
| Hillsborough | $2,163,067 | $240,341 | $2,403,408 | $188 | $21 | $209 | $391,362 | $43,485 | $434,847 | $2,838,464 |
| Holmes | $270,360 | $30,040 | $300,400 | $0 | $0 | $0 | $26,512 | $2,946 | $29,458 | $329,859 |
| Indian River | $425,827 | $47,314 | $473,141 | $16 | $2 | $18 | $49,590 | $5,510 | $55,100 | $528,259 |
| Jackson | $345,189 | $38,354 | $383,543 | $38 | $4 | $42 | $46,504 | $5,167 | $51,671 | $435,256 |
| Jefferson | $227,826 | $25,314 | $253,140 | $1 | $0 | $1 | $22,231 | $2,470 | $24,701 | $277,842 |
| Lafayette | $177,087 | $19,676 | $196,763 | $0 | $0 | $0 | $12,834 | $1,426 | $14,260 | $211,023 |
| Lake | $785,775 | $87,308 | $873,083 | $139 | $15 | $154 | $0 | $0 | $0 | $873,237 |
| Lee | $1,266,683 | $140,743 | $1,407,426 | $666 | $74 | $740 | $181,181 | $20,131 | $201,312 | $1,609,478 |
| Leon | $509,493 | $56,610 | $566,103 | $125 | $14 | $139 | $0 | $0 | $0 | $566,241 |
| Levy | $309,174 | $34,353 | $343,527 | $2 | $0 | $2 | $41,273 | $4,586 | $45,859 | $389,387 |
| Liberty | $240,213 | $26,690 | $266,903 | $0 | $0 | $0 | $29,770 | $3,308 | $33,078 | $299,981 |
| Madison | $246,240 | $27,360 | $273,600 | $0 | $0 | $0 | $25,843 | $2,871 | $28,714 | $302,314 |
| Manatee | $750,254 | $83,362 | $833,616 | $66 | $7 | $73 | $0 | $0 | $0 | $833,689 |
| Marion | $765,351 | $85,039 | $850,390 | $85 | $9 | $94 | $111,437 | $12,382 | $123,819 | $974,304 |
| Martin | $398,979 | $44,331 | $443,310 | $62 | $7 | $69 | $45,463 | $5,051 | $50,514 | $493,893 |
| Miami-Dade | $5,153,942 | $572,660 | $5,726,602 | $1,300 | $144 | $1,444 | $0 | $0 | $0 | $5,728,046 |
| Monroe | $324,140 | $36,016 | $360,156 | $33 | $4 | $37 | $47,999 | $5,333 | $53,332 | $413,525 |
| Nassau | $298,524 | $33,169 | $331,693 | $12 | $1 | $13 | $36,490 | $4,054 | $40,544 | $372,250 |
| Okaloosa | $540,646 | $60,072 | $600,718 | $39 | $4 | $43 | $0 | $0 | $0 | $600,761 |
| Okeechobee | $233,349 | $25,928 | $259,277 | $0 | $0 | $0 | $24,099 | $2,678 | $26,777 | $286,054 |
| Orange | $2,956,168 | $328,463 | $3,284,631 | $849 | $94 | $943 | $0 | $0 | $0 | $3,285,574 |
| Osceola | $810,073 | $90,008 | $900,081 | $10 | $1 | $11 | $0 | $0 | $0 | $900,092 |
| Palm Beach | $3,675,235 | $408,359 | $4,083,594 | $1,183 | $131 | $1,314 | $0 | $0 | $0 | $4,084,908 |
| Pasco | $878,838 | $97,649 | $976,487 | $195 | $22 | $217 | $0 | $0 | $0 | $976,704 |
| Pinellas | $3,665,849 | $407,317 | $4,073,166 | $550 | $61 | $611 | $0 | $0 | $0 | $4,073,778 |
| Polk | $1,300,175 | $144,464 | $1,444,639 | $205 | $23 | $228 | $0 | $0 | $0 | $1,444,867 |
| Putnam | $429,859 | $47,762 | $477,621 | $108 | $12 | $120 | $62,333 | $6,926 | $69,259 | $547,000 |
| Saint Johns | $616,989 | $68,554 | $685,543 | $255 | $28 | $283 | $118,503 | $13,167 | $131,670 | $817,497 |
| Saint Lucie | $783,993 | $87,110 | $871,103 | $56 | $6 | $62 | $0 | $0 | $0 | $871,166 |
| Santa Rosa | $378,836 | $42,093 | $420,929 | $21 | $2 | $23 | $53,369 | $5,930 | $59,299 | $480,251 |
| Sarasota | $1,273,735 | $141,526 | $1,415,261 | $278 | $31 | $309 | $0 | $0 | $0 | $1,415,570 |
| Seminole | $963,576 | $107,064 | $1,070,640 | $165 | $18 | $183 | $0 | $0 | $0 | $1,070,822 |
| Sumter | $424,364 | $47,152 | $471,516 | $6 | $1 | $7 | $48,349 | $5,372 | $53,721 | $525,244 |
| Suwannee | $251,528 | $27,948 | $279,476 | $5 | $1 | $6 | $26,452 | $2,939 | $29,391 | $308,873 |
| Taylor | $230,315 | $25,591 | $255,906 | $8 | $1 | $9 | $30,376 | $3,375 | $33,751 | $289,666 |
| Union | $197,626 | $21,958 | $219,584 | $0 | $0 | $0 | $10,452 | $1,161 | $11,613 | $231,197 |
| Volusia | $1,383,565 | $153,729 | $1,537,294 | $130 | $14 | $144 | $0 | $0 | $0 | $1,537,439 |
| Wakulla | $216,150 | $24,017 | $240,167 | $6 | $1 | $7 | $20,360 | $2,262 | $22,622 | $262,797 |
| Walton | $330,006 | $36,667 | $366,673 | $7 | $1 | $8 | $46,972 | $5,219 | $52,191 | $418,871 |
| Washington | $252,754 | $28,084 | $280,838 | $1 | $0 | $1 | $24,917 | $2,769 | $27,686 | $308,525 |
| **TOTALS** | **$52,715,132** | **$5,857,235** | **$58,572,367** | **$8,916** | **$987** | **$9,903** | **$2,300,000** | **$255,553** | **$2,555,553** | **$61,137,823** |

Rev. 4/20/2018

**RESOLUTION R2018-___**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT A TRIP AND EQUIPMENT GRANT AWARD FROM THE TRANSPORTATION DISADVANTAGED; APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN THE TRIP AND EQUIPMENT GRANT APPLICATION AND STANDARD ASSURANCES; DESIGNATING THE COUNTY'S REGISTERED AGENT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Escambia County previously entered into a Memorandum of Agreement with the Commission for the Transportation Disadvantaged wherein the Escambia County Board of County Commissioners was designated as the Community Transportation Coordinator (CTC) in Escambia County; and

**WHEREAS,** Escambia County, as the CTC, has the authority to apply for and is eligible to receive Transportation Disadvantaged Trust Fund Grant awards from the Florida Commission for the Transportation Disadvantaged as authorized by §427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code; and

**WHEREAS,** Escambia County has the requisite authority to submit a Trip and Equipment Grant Application to the Florida Commission for the Transportation Disadvantaged and receive an award from the Transportation Disadvantaged Trust Fund.

**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 approves the submission of a Trip and Equipment Grant Application to the Florida Commission for the Transportation Disadvantaged and authorizes the County Administrator to execute and file the Trip and Equipment Grant Application on behalf of Escambia County.

**Section 3.** That the Board of County Commissioners authorizes the County Administrator to execute and file with the grant application all assurances, certifications, and any other documents which may be required in connection with the grant application.

**Section 4.** That the Board of County Commissioners hereby designates the County Administrator to serve as the County's Registered Agent. The Registered Agent's address shall be as follows: 221 Palafox Place, Suite 420, Pensacola, FL 32502.

**Section 5.** 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

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/14/18

Florida Commission for the Transportation Disadvantaged

# Transportation Disadvantaged Trip & Equipment Grant Application Form

| | | | |
|---|---|---|---|
| **Legal Name** | Escambia County Board of County Commissioners | | |
| **Federal Employer Identification Number** | 59-6000598 | | |
| **Registered Address** | 1515 W Fairfield Drive | | |
| **City and State** | Pensacola, FLORIDA | **Zip Code** | 32501 |
| | | | |
| **Contact Person for this Grant** | Mike Crittenden | **Phone Number** *Format 111-111-1111* | 850-595-3221 |
| **E-Mail Address** *[Required]* | mcrittenden@myescambia.com | | |
| | | | |
| **Project Location** *[County(ies)]* | Escambia County | **Proposed Project Start Date** | July 1, 2018 |

| Budget Allocation | |
|---|---|
| Grant Amount – State Allocation [90%] | $604,073.00 |
| Grant Amount – Local Match [10%] | $67,119.00 |
| Grant Amount – Proviso [90%] | $0.00 |
| Grant Amount – Proviso Match [10%] | $0.00 |
| Voluntary Dollar Amount | $104.00 |
| Local Match for Voluntary Dollars [In Kind] | $12.00 |
| *Total Project Amount* | $671,308.00 |

| Capital Equipment Request | |
|---|---|
| **Description of Capital Equipment** | **$ Amount** |
| | $0.00 |
| | $0.00 |
| | $0.00 |

I, the authorized Grant Recipient Representative, hereby certify that the information contained in this form is true and accurate and is submitted in accordance with the 2017-18 Program Manual and Application for the Trip & Equipment Grant.

**Jack R. Brown, County Administrator** *Date*



Approved as to form and legal sufficiency.
By/Title: SAC
Date: 5/14/18

Florida Commission for the Transportation Disadvantaged

# TRANSPORTATION DISADVANTAGED TRIP & EQUIPMENT GRANT STANDARD ASSURANCES

The Grantee hereby assures and certifies that:

1. The Grantee has the requisite fiscal, managerial, and legal capacity to carry out the Transportation Disadvantaged Program and to receive and disburse State funds.

2. The Grantee is aware that the Trip & Equipment Grant is a reimbursement grant. Reimbursement of funds will be approved for payment upon receipt of a properly completed invoice with supporting documentation.

3. Trip & Equipment Grant funds will not be used to supplant or replace existing federal, state, or local government funds.

4. The Grantee understands that an approved written eligibility application and eligibility support documentation is required and is to be maintained for each rider who receives a non-sponsored trip or bus pass and such documentation shall be made available upon request by CTD staff or its designee.

5. The Grantee is aware that if capital equipment is purchased with these grant funds, equipment must be received by the recipient no later than June 30, 2019.

6. The Grantee recipient is aware that the approved project must be complete by June 30, 2019, which means services must be provided by that date or reimbursement will not be approved.

7. Capital equipment purchased through this grant shall comply with the recipient's competitive procurement requirements or Chapter 287 or Chapter 427, Florida Statutes.

This certification is valid for the agreement period for which the grant application is filed.

Signature: _____ Date: _____
Name: Jack R. Brown
Title: County Administrator
Agency: Escambia County Board of County Commissioners
Service Area: Escambia County

StandardAssuranceForm20180420
Form Revised 4/20/2018

Approved as to form and legal sufficiency.
By/Title: SACA
Date: 5/14/18

Florida Commission for the Transportation Disadvantaged

# Transportation Disadvantaged Trip & Equipment Grant Service Rates Form

| | |
|---|---|
| Applicant | Escambia County Board of County Commissioners |
| Project Location [County(ies)] | Escambia County |
| Service Rate Effective Date | July 1, 2018 |

| Grant Agreement Service Rates | | |
|---|---|---|
| Type of Service<br>Transportation Mode | Unit of Measure<br>(Trip or Passenger Mile) | Cost<br>Per Unit |
| * Ambulatory | Trip | 18.97 |
| * Wheel Chair | Trip | 32.52 |
| * Stretcher | N/A | 0.00 |
| Bus Pass – Daily | Pass | 0.00 |
| Bus Pass – Weekly | Pass | 0.00 |
| Bus Pass – Monthly | Pass | 0.00 |
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**** Ambulatory, Wheel Chair and Stretcher*** must all use the *same Unit of Measure* either ***Trip or Passenger Mile***;
Cannot mix, all must be the same regardless of Transportation Mode.

ESCAMBIA COUNTY
CLERK'S ORIGINAL
4/29/2014 CAR I-13

Contract # TD1448

Effective: 7-1-14 to 6-30-19

STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

# MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is between the COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, hereby referred to as the "Commission," and

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, F.S., to serve the transportation disadvantaged for the community that includes the entire area of

ESCAMBIA county(ies), and hereafter referred to as the "Coordinator."

This Agreement is made in consideration of the mutual benefits to both parties; said consideration acknowledged hereto by the parties as good and valuable consideration.

The Parties Agree:

I. The Coordinator Shall:

A. Become and remain totally apprised of all of the Transportation Disadvantaged resources available or planned in their designated service area. This knowledge will be used to plan, coordinate, and implement the most cost effective transportation disadvantaged transit system possible under the economic and other conditions that exist in the designated service area.

B. Plan and work with Community Transportation Coordinators in adjacent and other areas of the state to coordinate the provision of community trips that might be handled at a lower overall cost to the community by another Coordinator. This includes honoring any Commission-approved statewide certification program that allows for intercounty transportation opportunities.

C. Arrange for all services in accordance with Chapter 427, Florida Statutes, and Rule 41-2, FAC, and as further required by the Commission and the local Coordinating Board approved Transportation Disadvantaged Service Plan.

D. Return any acquired profits or surplus funds originating through the course of business as the Coordinator that are beyond the amounts(s) specifically identified and approved in the accompanying Transportation Disadvantaged Service Plan. Such profits or funds shall be returned to the Coordinator's transportation system or to any subsequent Coordinator, as a total transportation system subsidy, to be applied to the immediate following operational year. The Coordinator will include similar language in all coordination contracts to assure that transportation disadvantaged related revenues are put back into transportation disadvantaged services.

Verified By: Ortuna
Date: 5/8/2014

E. Accomplish this Project by:

1. Developing a Transportation Disadvantaged Service Plan for approval by the local Coordinating Board and the Commission. Coordinators who are newly designated to a particular service area shall submit a local Coordinating Board approved Transportation Disadvantaged Service Plan, within 120 calendar days following the execution of the Coordinator's initial memorandum of agreement with the Commission, for approval by the Commission. All subsequent Transportation Disadvantaged Service Plans shall be submitted and approved with the corresponding memorandum of agreement. The approved Transportation Disadvantaged Service Plan will be implemented and monitored to provide for community-wide transportation services for purchase by non-sponsored transportation disadvantaged persons, contracting social service agencies, and other entities that use local, state, or federal government funds for the purchase of transportation for the transportation disadvantaged.

2. Maximizing the use of available public school transportation resources and public fixed route or fixed schedule transit services and assuring that private or public transit, paratransit operators, and school boards have been afforded a fair opportunity to participate to the maximum extent feasible in the planning process and in the development of the provisions of the Transportation Disadvantaged Service Plan for the transportation disadvantaged.

3. Providing or arranging 24-hour, 7-day per week transportation disadvantaged service as required in the designated service area by any Federal, State or Local Government agency sponsoring such services. The provision of said services shall be furnished in accordance with the prior notification requirements identified in the local Coordinating Board and Commission approved Transportation Disadvantaged Service Plan.

4. Complying with all local, state, and federal laws and regulations that apply to the provision of transportation disadvantaged services.

5. Submitting to the Commission an Annual Operating Report detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission and according to the instructions of said forms.

F. Comply with Audit and Record Keeping Requirements by:

1. Utilizing the Commission recognized Chart of Accounts defined in the *Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers* (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Community Transportation Coordinators with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above referenced manual.

2. Assuming the responsibility of invoicing for any transportation services arranged, unless otherwise stipulated by a purchase of service contract or coordination contract.

3. Maintaining and filing with the Commission, local Coordinating Board, and all purchasing agencies/entities such progress, fiscal, inventory, and other reports as those entities may require during the period of this Agreement.

4. Providing copies of finance and compliance audits to the Commission and local Coordinating Board as requested by the Commission or local Coordinating Board.

G. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Coordinator shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Commission or this Agreement. They shall have full access to and the right to examine any of the said records and documents during the retention period.

H. Comply with Safety Requirements by:

1. Complying with Section 341.061, F.S., and Rule 14-90, FAC, concerning System Safety; or complying with Chapter 234.051, F.S., regarding school bus safety requirements for those services provided through a school board; and

2. Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing. Conduct drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.

I. Comply with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of $200,000 for any one person and $300,000 per occurrence at all times during the existence of this Agreement for all transportation services purchased or provided for the transportation disadvantaged through the Community Transportation Coordinator. Upon the execution of this Agreement, the Coordinator shall add the Commission as an additional **named insured** to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the Commission. The Coordinator shall insure that contracting transportation operators and coordination contractors also maintain the same minimum liability insurance, or an equal governmental insurance program. Insurance coverage in excess of $1 million per occurrence must be approved by the Commission and the local Coordinating Board before inclusion in the Transportation Disadvantaged Service Plan or in the justification of rates and fare structures. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida and written verification of insurance protection in accordance with Section 768.28, Florida Statutes, shall be provided to the Commission upon request.

J. Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state and federal regulations (45 CFR, Part 205.50), except upon order of a court, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

K. Protect Civil Rights by:

1. Complying with state and federal laws including but not limited to laws regarding discrimination on the basis of sex, race, religion, age, disability, sexual orientation, or national origin. The Coordinator gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so requested by the Commission.

2. Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Coordinator, its successors, subcontractors, transferee, and assignees for the period during which such assistance is provided. Assure that all operators, subcontractors, subgrantee, or others with whom the Coordinator arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Coordinator agrees that the Commission may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

L. To the extent allowed by Section 768.28, Florida Statutes, and only to the monetary and other limitations contained therein, indemnify and hold harmless the Commission and all of the Commission's members, officers, agents, and employees; purchasing agency/entity officers, agents, and employees; and the local, state, and federal governments from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Coordinator during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the Commission or said parties may be subject, except that neither the Coordinator nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of its members, officers, agents or employees; purchasing agency/entity, officers, agents, and employees; and local, state, or federal governments. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency/entity or Coordinator to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency/entity or political subdivision of the State of Florida or the federal government to be sued by third parties in any matter arising out of any Agreement or contract. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's negligence.

M. Comply with standards and performance requirements of the Commission, the local Coordinating Board approved Transportation Disadvantaged Service Plan, and any purchase of service contracting agencies/entities. Failure to meet the requirements or obligations set forth in this MOA, and performance requirements established and monitored by the local Coordinating Board in the approved Transportation Disadvantaged Service Plan, shall be due cause for non-payment of reimbursement invoices until such deficiencies have been addressed or corrected to the satisfaction of the Commission.

N. Comply with subcontracting requirements by executing or negotiating contracts for transportation services with Transportation Operators and Coordination Contractors, and assuring that the conditions of such contracts are maintained. The requirements of Part 1, Paragraph E.5. through M are to be included in all contracts, subcontracts, coordination contracts, and assignments made by the Coordinator for services under this Agreement. Said contracts, subcontracts, coordination contracts, and assignments will be reviewed and approved annually by the Coordinator and local Coordinating Board for conformance with the requirements of this Agreement.

O. Comply with the following requirements concerning drivers and vehicles:

1. Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle.

2. The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheelchair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver.

3. All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.

4. All vehicles providing service within the coordinated system, shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.

P. Comply with other requirements as follows:

1. Transport an escort of a passenger and dependent children as locally negotiated and identified in the local Transportation Disadvantaged Service Plan.

2. Determine locally in the Transportation Disadvantaged Service Plan, the use, responsibility, and cost of child restraint devices.

3. Transport with the passenger at no additional charge, passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.

4. Provide shelter, security, and safety of passengers at vehicle transfer points.

5. Post a local or other toll-free number for complaints or grievances inside each vehicle. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged Service Plan including advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the local Coordinating Board.

6. Provide out-of-service-area trips, when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips.

7. Keep interior of all vehicles free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.

8. Determine locally by the local Coordinating Board and provide in the local Transportation Disadvantaged Service Plan the billing requirements of the Community Transportation Coordinator. All bills shall be paid to subcontractors within 7 calendar days after receipt of said payment by the Coordinator, in accordance with Section 287.0585, Florida Statutes.

9. Maintain or have access to a passenger/trip database on each rider being transported within the system.

10. Provide each rider and escort, child, or personal care attendant adequate seating for paratransit services. No more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services provided by transit vehicles, adequate seating or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time.

11. First Aid shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

12. Cardiopulmonary Resuscitation shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

II. The Commission Shall:

A. Recognize the Coordinator as the entity described in Section 427.011(5), Florida Statutes, and Rule 41-2.002(4), F.A.C.

B. Attempt to insure that all entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the Coordinator's system.

III. The Coordinator and the Commission Further Agree:

A. Nothing in this Agreement shall require the Commission to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law. If any of the provisions of this Agreement is found by a court of law to violate any applicable state law, the purchasing agency/entity will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Coordinator to the end that the Coordinator may proceed as soon as possible with the provision of transportation services.

B. If any part or provision of this Agreement is held invalid, the remainder of this Agreement shall be binding on the parties hereto.

C. Termination Conditions:

1. Termination at Will - This Agreement may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.

2. Termination for Breach - Unless the Coordinator's breach is waived by the Commission in writing, the Commission may, by written notice to the Coordinator, terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the Commission of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the Commission's right to remedies at law or to damages.

D. This agreement will expire unless an extension is granted to the Coordinator in writing by the Commission, in accordance with Chapter 287, Florida Statutes.

E. Renegotiations or Modifications of this Agreement shall only be valid when they have been reduced to writing, duly approved by the Commission, and signed by both parties hereto.

F. Notice and Contact:

The name and address of the contract manager for the Commission for this Agreement is: **Executive Director, 605 Suwannee Street, MS-49, Tallahassee, FL 32399-0450**. The representative/position of the Coordinator responsible for administration of the program under this Agreement is: Assistant County Administrator Larry Newsom

In the event that either party designates different representatives after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

This document has been reviewed in its entirety and approved by the local Coordinating Board at its official meeting held on February 25, 2014.

Lumon J. May, Chairperson
Coordinating Board Chairperson

WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

COMMUNITY TRANSPORTATION COORDINATOR:

Escambia County Board of County Commissioners
Agency Name

Lumon J. May, Chairman
Typed Name of Authorized Individual

Signature:

Title: Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

By: Debbie Harris
Deputy Clerk

STATE OF FLORIDA, COMMISSION FOR THE TRANSPORTATION DISADVANTAGED:

Steven E Holmes
Typed Name of Authorized Individual

Signature:

Title: Executive Director

BCC Approved 04-29-2014

Date Executed
May 8, 2014

Approved as to form and legal sufficiency.

By/Title:
Date: 4/24/14

Rev. 04/02/12

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14207** **County Administrator's Report 11. 3.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 06/07/2018
**Issue:** First Amendment to the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida
**From:** Cathy White, Director of Case Management
**Organization:** Court Administration
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the First Amendment to the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida - Cathy White, Court Administration

That the Board take the following action:

A. Approve the First Amendment to the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida, for the existing Veterans Court Coordinator position as outlined in Exhibit "A" of the First Amendment to the Agreement; and

B. Authorize the Chairman to sign the First Amendment to the Agreement and any amendments, requests for payment, or other related documents as may be required.

[Funding: The County agrees to provide funding for the existing Veterans Court Coordinator position through Court Innovation Article V, Local Option portion of the $65 Court Fee, according to Florida Statute 939.185(1)(a); whereas the Court agrees to reimburse the County for salary and benefits not to exceed the amounts outlined in Exhibit "A" of the First Amendment to the Agreement]

## BACKGROUND:

The purpose of the First Amendment to the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida is to increase the benefit costs for the Coordinator position funding to-wit: Workers Comp from $118.00 to $218.00 and Life and Health Insurance from $9,500.00 to $17,900.00. The Court agrees to reimburse the County for salary and employment benefits costs as outlined in Exhibit "A" of the First Amendment to the Agreement.

The Veterans Court Program is a specialized court established to serve veterans struggling with treatable behavior, mental, or chemical health problems as a result of trauma experienced while serving in a combat zone. The Veterans Court Coordinator oversees veterans' case files, coordinates mentoring sessions, ensures smooth operation and implementation of tasks for the entire program.

**BUDGETARY IMPACT:**

The County agrees to provide funding for the existing Veterans Court Coordinator position through Court Innovation Article V Local Option portion of the $65 Court Fee according to Florida Statute 939.185(1)(a); whereas the Court agrees to reimburse the County for salary and benefits not to exceed the amounts as outlined in Exhibit "A" of the First Amendment to the Agreement.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement was reviewed and approved as to form and legal sufficiency by Kristin D. Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The County and the Court will coordinate invoicing and payment processing.

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**Attachments**

First Amendment to Agreement

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# FIRST AMENDMENT TO THE AGREEMENT FOR THE FUNDING OF COURT PERSONNEL BETWEEN THE FIRST JUDICIAL CIRCUIT OF FLORIDA AND ESCAMBIA COUNTY, FLORIDA

This is the FIRST AMENDMENT to the Agreement entered into by and between **Escambia County**, ("County"), a political subdivision of the State of Florida having its principal place of business at 221 Palafox Place, Pensacola, FL 32502, and the **First Judicial Circuit of Florida** ("Court") having its principal place of business at 190 Governmental Center, Pensacola, FL 32502.

**WITNESSETH:**

**WHEREAS**, on or about June 8, 2017, the parties previously entered into an Agreement for the Funding of Court Personnel between the First Judicial Circuit and Escambia County, Florida ("Agreement"); and

**WHEREAS**, the purpose of this amendment is to increase the personnel costs for the Coordinator position funding pursuant to the Agreement from $55,133.00 to $63,633.00.

**NOW, THEREFORE,** in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Court and the County agree to amend the Agreement as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Exhibit "A" to the Agreement is replaced in its entirety with the revised Exhibit "A" attached hereto and incorporated herein.
3. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
4. The effective date of this Amendment shall be on the last date executed by the parties hereto.

IN WITNESS WHEREOF, the Court and County have executed this First Amendment to the Agreement on the dates shown below.

**The First Judicial Circuit of Florida ("Court")**

By: Robin Wright
Its: Robin Wright, Trial Court Administrator

Date: 5/18/18

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY
Trial Court Administrator's Office
First Judicial Circuit of Florida
Attorney:
Date: 5/18/18
Phone: (850) 595-4405

**Escambia County Board of County Commissioners ("County")**

By: _____ Date: _____
Its: Jeff Bergosh, Chairman

**ATTEST: PAM CHILDERS**
**CLERK OF THE CIRCUIT COURT**
**BY:** _____
**DEPUTY CLERK**

**Approved as to form and legal sufficiency.**
**By/Title:**
**Date:** 5/21/18

# EXHIBIT "A"

## PERSONNEL COSTS

The personnel costs for the Coordinator position applicable for this Program are:

| | |
|---|---|
| Annual Salary: | $39,520.00 |
| FICA: | $ 3,023.00 |
| Retirement: | $ 2,972.00 |
| Life & Health | $17,900.00 |
| Workers Comp | $ 218.00 |
| **TOTAL COST** | **$63,633.00** |

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14194** **County Administrator's Report 11. 4.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 06/07/2018
**Issue:** State-Funded Grant Agreement, Contract Number 19-BG-XX-01-27-01-XXX
**From:** Mike Weaver, Department Director
**Organization:** Public Safety
**CAO Approval:**

## RECOMMENDATION:

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

That the Board take the following action regarding the State-Funded Grant Agreement, Contract Number 19-BG-XX-01-27-01-XXX:

A. Approve the State of Florida, Division of Emergency Management (FDEM), State-Funded Grant Agreement Base Grant, providing funds in the amount of $105,806, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period July 1, 2018, through June 30, 2019;

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

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

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

3801-3812)."

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

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

[Funding: Fund 110, Other Grants and Project Funds, Cost Center 330405]

**BACKGROUND:**

The State of Florida created the Emergency Management Preparedness Assistance Grant (EMPA) in 1993 to provide funding to local governments and other service organizations to improve disaster preparedness and public education. This grant is providing funds in the amount of $105,806 for fiscal year 2018-2019, with a contract period of July 1, 2018 through June 30, 2019.

**BUDGETARY IMPACT:**

The grant funds are designed as an operational cost reimbursement to the Escambia County Division of Emergency Management with an indirect match requirement; "at the amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever is lower." "Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works, or other services outside of the local emergency management agency" as defined by Section 252.38, Florida Statutes, "shall not be included in determining the level of county funding of the Recipient's Emergency Management Agency."

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board of County Commissioners' Policies require grant agreements be approved by it.

**IMPLEMENTATION/COORDINATION:**

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the Agreement.  This grant is being coordinated with the FDEM.

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## Attachments

Agreement

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Contract Number: 19-BG- -01-27-01-

Catalog of State Financial Assistance (CSFA) #: 31.063

**STATE-FUNDED GRANT AGREEMENT**

**BASE GRANT**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Escambia County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- The Division has the authority to grant these funds to the Recipient upon the terms and conditions below; and,
- The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

1. LAWS, RULES, REGULATIONS AND POLICIES

A. This Agreement involves "state financial assistance," as that term is defined in section 215.97(2)(r), Florida Statutes.

B. This Agreement involves a "Base Grant", defined by Rule 27P-19.002(1), Florida Administrative Code, as "those funds allocated in accordance with the formula in Rule 27P-19.005, F.A.C., as a minimum allocation to County Emergency Management Agencies."

C. As defined by Rule 27P-19.002, Florida Administrative Code, the term "Division" means "the Division of Emergency Management, Executive Office of the Governor."

D. Under this Agreement, the Division serves as the "State awarding agency" as that term is defined by section 215.97(2)(q), Florida Statutes.

E. Under this Agreement, the term "Recipient", as defined by section 215.97(2)(o), Florida Statutes, means a "nonstate entity that receives state financial assistance directly from a state awarding agency." As defined by Rule 27P-19.002(12), Florida Administrative Code, the term "Recipient" also means "an Applicant that is offered and accepts an award from the Division."

F. The Recipient is a "County Emergency Management Agency," as that term is defined by Rule 27P-19.002(3), Florida Administrative Code.

G. As required by section 215.97(5)(a), Florida Statutes, this Agreement provides the recipient with "information needed by the recipient to comply with the requirements of" the Florida Single Audit Act.

H. As required by section 215.971(1), Florida Statutes, this Agreement includes:

(1) A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

(2) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

(3) A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

(4) A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(5) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

(6) A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

I. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

2. CONTACT

A. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

(1) Monitor and document Recipient performance; and,

(2) Review and document all deliverables for which the Recipient requests payment.

B. The Division's Grant Manager for this Agreement is:

Teresa A. Warner
2555 Shumard Oak Boulevard, Suite 330C
Tallahassee, Florida 32399-2100
Telephone: 850-815-4351
Email: Teresa.warner@em.myflorida.com

C. The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Emergency Manager
6575 North "W" Street

Pensacola, FL. 32505

Telephone: 850-471-6409

Fax: 850-476-3839

Email: john_dosh@myescambia.com

D. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

3. TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

4. EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

5. MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

6. SCOPE OF WORK

The Recipient shall perform the work in accordance with the Program Budget and Scope of Work, Attachments A and C of this Agreement.

7. PERIOD OF AGREEMENT

This Agreement shall begin July 1, 2018 and shall end on June 30, 2019, unless terminated earlier in accordance with the provisions of Paragraph (16) of this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

8. FUNDING

A. This is a cost-reimbursement Agreement, subject to the availability of funds. In accordance with Rule 27P-19.010(4), Florida Administrative Code, the Division shall reimburse the Recipient on a quarterly basis.

B. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

C. Rule 27P-19.010(11), Florida Administrative Code, states: "Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars..." Therefore, 2 CFR Part 200, Subpart A (Definitions) and Subpart E (Cost Principles) shall apply to this Agreement.

D. As required by Rule 27P-19.010(8), Florida Administrative Code, "The Recipient shall establish a separate account in an interest bearing account for tracking all deposits, expenditures and interest pertaining to [this] award."

E. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachments A and C of this Agreement ("Program Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is $105,806.00.

F. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment C, that clearly delineates:

(1) The required minimum acceptable level of service to be performed; and,

(2) The criteria for evaluating the successful completion of each deliverable.

G. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

H. For the purposes of this Agreement, the term "improper payment" means or includes:

(1) Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

(2) Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

I. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

9. RECORDS

A. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Chief Inspector General of the State of Florida, the Division, the Department of Financial Services, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the

purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

B. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

C. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

D. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

E. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachments A and C - and all other applicable laws and regulations.

10. AUDITS

A. As required by Rule 27P-19.010(5), Florida Administrative Code, "All recipients of trust funds shall cause a financial audit to be performed in accordance with [the Florida Single Audit Act, section 215.97, Florida Statutes]. A report of the audit will be forwarded to the Division within 60 days of its completion."

B. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by Rule 10.554(1)(g) of the Rules of the Auditor General, GAAP are "those accounting principles generally accepted in the United States of America, as defined by the GASB *Codification of Governmental Accounting and Financial Reporting Standards*, Section 1000 *The Hierarchy of Generally Accepted Accounting Principles*." As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

C. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by Rule 10.554(1)(h) of the Rules of the Auditor General, GAGAS are "those audit standards set forth in the publication *Government Auditing Standards* issued by the Comptroller General of the United States." As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

D. As defined by section 215.97(2)(a), Florida Statutes, the term "audit threshold" means "the threshold amount used to determine when a state single audit or project-specific audit of a nonstate entity shall be conducted in accordance with" the Florida Single Audit Act. The current audit threshold is $750,000.

E. As required by sections 215.97(2)(a) and 215.97(8)(a), Florida Statutes, "[e]ach nonstate entity that expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such nonstate entity shall be required to have a state single audit, or a project-specific audit, for such fiscal year in accordance with" the requirements of the Florida Single Audit Act and in accordance with "additional requirements established in rules of the Department of Financial Services and rules of the Auditor General." In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not

include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

F. In accordance with section 215.97(8)(f), Florida Statutes, the Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

G. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, then the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

H. If the Recipient expends less than $750,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

I. As required by section 215.97(5)(d), Florida Statutes, the Recipient shall provide the Division with "one copy of each financial reporting package prepared in accordance with" the requirements of the Florida Single Audit Act.

J. As defined by section 215.97(2)(e), Florida Statutes, the term "financial reporting package" means the Recipient's "financial statements, Schedule of Expenditures of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on followup of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes" of the Florida Single Audit Act.

K. In addition to the information listed in paragraph 10I above, the financial reporting package shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

L. Copies of financial reporting packages required by the Florida Single Audit Act shall be submitted by or on behalf of the Recipient directly to each of the following:

(1) The Division of Emergency Management at the following addresses:

Division of Emergency Management

Office of Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

OR

DEMSingle_Audit@em.myflorida.com

(2) The Auditor General's Office at the following address:

Auditor General's Office

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

M. Additional information on the Florida Single Audit Act may be found at the following website: https://apps.fldfs.com/fsaa/singleauditact.aspx.

11. REPORTS

A. As stated in Rule 27P-19.010(4), Florida Administrative Code, "Each Recipient may receive trust funds from the Division on a quarterly basis, based on the submittal of reports. Said reports shall be provided using the forms included in the grant agreement, as supplemented by any particular information requested in writing by the Division prior to the due date of the report."

B. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

C. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31 and June 30.

D. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.

E. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in paragraph 15 REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

F. The Recipient shall provide additional program updates or information that may be required by the Division.

G. The Recipient shall provide additional reports and information identified in Attachment D.

12. MONITORING

A. Rule 27P-19.010(9), Florida Administrative Code, expressly states: "The Division shall be permitted to inspect and monitor the records and facilities of funded projects and award recipients. Such inspections may occur without notice at any reasonable time, which shall be presumed to be normal business hours on Monday through Friday."

B. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment C to this Agreement, and reported in the quarterly report.

C. In addition to reviews of audits conducted in accordance with paragraph 10 above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

13. LIABILITY

A. Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

B. Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

14. DEFAULT

A. If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in paragraph 15.

B. If any of the following occur, then the Division may make payments or partial payments without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(1) Any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(2) Material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(3) Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(4) The Recipient has failed to perform and complete on time any of its obligations under this Agreement.

15. REMEDIES

A. If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(1) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph 2 above;

(2) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(3) Withhold or suspend payment of all or any part of a request for payment;

(4) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(5) Exercise any corrective or remedial actions, to include but not be limited to:

(a) Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

(b) Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

(c) Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question;

(d) Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible; or,

(e) Exercise any other rights or remedies which may be available under law.

B. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity.

C. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

16. TERMINATION.

A. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

B. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

C. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

D. In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

17. PROCUREMENT

A. As required by Rule 27P-19.010(7), Florida Administrative Code, the Recipient "shall comply with all applicable procurement rules and regulations in securing goods and services..."

B. The Recipient shall maintain records sufficient to detail the history of any procurement. These records will include, but are not necessarily limited to the following:

(1) Rationale for the method of procurement;

(2) Selection of contract type;

(3) Contractor selection or rejection; and,

(4) The basis for the contract price.

C. The Recipient shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. In order to demonstrate compliance with this requirement, the Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

D. Except for procurements below the competitive threshold (state or local threshold, whichever is lower), if the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Recipient within three (3) business days. While the Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the three (3) business day window outlined above. If the Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

(1) Terminate this Agreement in accordance with the provisions outlined in paragraph 16 above; and,

(2) Refuse to reimburse the Recipient for any costs associated with that solicitation.

E. Except for procurements below the competitive threshold (state or local threshold, whichever is lower), if the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Recipient within three (3) business days. The Division will review the unexecuted contract for compliance with all applicable procurement standards. The Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the

subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the three (3) business day window outlined above. If the Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

(1) Terminate this Agreement in accordance with the provisions outlined in paragraph 16 above; and,

(2) Refuse to reimburse the Recipient for any costs associated with that subcontract.

F. The Recipient agrees to include in any subcontract the following:

(1) The subcontractor is bound by the terms of this Agreement;

(2) The subcontractor is bound by all applicable state and federal laws and regulations; and,

(3) The subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

G. The Recipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

H. The Recipient shall conduct any procurement under this agreement in a manner providing full and open competition. Accordingly, the Recipient shall not:

(1) Place unreasonable requirements on firms in order for them to qualify to do business;

(2) Require unnecessary experience or excessive bonding;

(3) Use noncompetitive pricing practices between firms or between affiliated companies;

(4) Execute noncompetitive contracts to consultants that are on retainer contracts;

(5) Authorize, condone, or ignore organizational conflicts of interest;

(6) Specify only a brand name product without allowing vendors to offer an equivalent;

(7) Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

(8) Engage in any arbitrary action during the procurement process; or,

(9) Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

I. The Recipient shall not use a geographic preference when procuring commodities or services under this Agreement.

J. The Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with section 287.057(1)(a), Florida Statutes.

K. The Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with section 287.057(1)(b), Florida Statutes.

L. For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

18. ATTACHMENTS

A. All attachments to this Agreement are incorporated as if set out fully.

B. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

C. This Agreement has the following attachments:

(1) Attachment A – Proposed Program Budget and Budget Detail Worksheet

(2) Attachment B – Allowable Costs and Eligible Activities

(3) Attachment C – Scope of Work

(4) Attachment D – Quarterly Reports

(5) Attachment E – Information Management

(6) Attachment F – Hurricane Shelter Retrofit

(7) Attachment G – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(8) Attachment H – Justification for Advance Payment

19. PAYMENTS

A. Any advance payment under this Agreement is subject to Section 216.181(16), Florida Statues. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment H. Attachment H will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a

request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

B. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph 11 of this Agreement.

C. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

All payments relating to the Agreement shall be mailed to the following address:

Escambia County Emergency Management
6575 North "W" Street
Pensacola, FL. 32505
Attn: Planning Coordinator

20. REPAYMENTS

A. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

B. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

21. MANDATED CONDITIONS

A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division

and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

B. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

C. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

D. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

E. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

F. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

(2) Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 21F(2) of this certification; and

(4) Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

G. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

H. **In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.**

I. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

J. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

K. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

L. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

M. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

22. LOBBYING PROHIBITION

A. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

B. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

23. COPYRIGHT, PATENT AND TRADEMARK

**A. EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN**

**CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

B. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

C. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

D. Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph 23.B, have the right to all patents and copyrights which accrue during performance of the Agreement.

E. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

24. LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**ESCAMBIA COUNTY**

By:_____

Name and title: Jeff Bergosh, Chairman

Date:_____

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COUR

BY:_____
DEPUTY CLERK

FID# 59-6000598

DUNS# 075079673

Include a copy of the delegation of authority for the signatory, if applicable.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 5/14/18

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANAGEMENT**

By:_____

Name and Title: Michael Kennett, Deputy Director (by authority from the Director)

Date:_____

## ATTACHMENT A
## PROPOSED PROGRAM BUDGET AND
## BUDGET DETAIL WORKSHEET

The Recipient shall use the Emergency Management Preparedness and Assistance ("EMPA") Trust Fund monies authorized by this Agreement in order to complete the tasks outlined in the Scope of Work (Attachment C).

The "Proposed Program Budget" and the "Budget Detail Worksheet" serve as a guide for both the Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment C).

Prior to execution of this Agreement, the Recipient shall complete the "Proposed Program Budget" and the "Budget Detail Worksheet" listed below. If the Recipient fails to complete either the "Proposed Program Budget" or the "Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Recipient may change the allocation amounts in the "Proposed Program Budget" as well as the information listed in the "Budget Detail Worksheet." If the Recipient changes the "Proposed Program Budget" or the "Budget Detail Worksheet", then the Recipient's next quarterly report must include an updated "Proposed Program Budget" and/or "Budget Detail Worksheet."

Additionally, if the Recipient submits a request for reimbursement to the Division, then the "Proposed Program Budget" as well as the information listed in the "Budget Detail Worksheet" must match the information contained in the request for reimbursement.

| Grant | Recipient Agency | Category | Amount Allocated |
|---|---|---|---|
| FY 2018-2019 Emergency Management Preparedness and Assistance Grant | ESCAMBIA COUNTY | Planning Expenditures | $0.00 |
| | | Training Expenditures | $27,150.00 |
| | | Exercise Expenditures | $0.00 |
| | | Emergency Management Agency Administration Expenditures | $78,656.00 |
| | | Equipment Expenditures | $0.00 |
| **Total Award** | | **$105,806.00** | |

| FY 2018-19 BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below) | | | |
|---|---|---|---|
| **Allowable Planning Costs** | **Quantity** | **Unit Cost** | **Total Cost** |
| Emergency Management/Operation Plan | | | |
| Communications Plans | | | |
| Continuity/Administration Plans | | | |
| Whole Community Engagement/Planning | | | |
| Resource Management Planning | | | |
| Evacuation Planning | | | |
| Recovery Planning | | | |
| Credentialing and Validation | | | |
| Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties) | | | |
| Materials required to conduct planning activities | | | |
| Travel/per diem related to planning activities | | | |
| **TOTAL PLANNING EXPENDITURES** | | | **$ 0** |
| **Allowable EM Agency Administration Costs** | **Quantity** | **Unit Cost** | **Total Cost** |
| Hiring of full or part-time staff or contractors/consultants (temporary employees, student or graduate assistant fellowships, part time academic employment, consultants and other services) | | | |
| Utility (electric, water and sewage) | | | |
| Telephone Bills (landlines, cellular and satellite) | 12 | $676.25 | $8,115.00 |
| Internet Services | | | |
| Maintenance agreements | 1 | $19,801.00 | $19,801.00 |
| Supplies | 1 | $29,996.00 | $29,996.00 |
| Software and Upgrades | 1 | $3,862.00 | $3,862.00 |
| Computers, printers, copiers and fax machines | 1 | $8,082.00 | $8082.00 |
| Radios | | | |
| Satellite telephones | | | |
| Storage | | | |
| Postage | 1 | $300.00 | $300.00 |
| | | | |

| | | | |
|---|---|---|---|
| Memberships | | | |
| Publications | 16,000 | $1.88 | $8,500.00 |
| **TOTAL EM AGENCY ADMINISTRATION EXPENDITURES** | | | **$ 78,656.00** |
| **Allowable Exercise Costs** | **Quantity** | **Unit Cost** | **Total Cost** |
| Design, Develop, Conduct and Evaluate an Exercise | | | |
| Exercise Planning Workshop - Funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, materials and supplies, travel and exercise plan development. | | | |
| Full or Part-Time Staff or Contractors/Consultants - (Full or part-time staff may be hired to support exercise -related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable.) | | | |
| Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in approved exercises. | | | |
| Implementation of Homeland Security Exercise and Evaluation Program | | | |
| Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates. | | | |
| Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, fuel, and disposable protective equipment). | | | |
| **TOTAL EXERCISE EXPENDITURES** | | | **$ 0.00** |
| **Allowable Training Costs** | **Quantity** | **Unit Cost** | **Total Cost** |
| Develop, Deliver and Evaluate Training | 1 | $16,500.00 | $16,500.00 |
| Overtime and backfill for emergency preparedness and response personnel attending sponsored and approved training classes | | | |
| Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in approved training | | | |
| Training Workshops and Conferences | | | |

| | | | |
|---|---|---|---|
| Full or Part-Time Staff or Contractors/Consultants | | | |
| Certification/Recertification of Instructors | | | |
| Travel | 5 | $1,690.00 | $8,150.00 |
| Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, fuel, and disposable protective equipment) | | | |
| Instructor certification/re-certification | | | |
| **TOTAL TRAINING EXPENDITURES** | | | $ 27,150.00 |
| **Eligible Equipment Acquisition Costs** | **Quantity** | **Unit Cost** | **Total Cost** |
| Personal protective equipment | | | |
| | | | |
| Information technology | | | |
| | | | |
| Cybersecurity enhancement equipment | | | |
| | | | |
| Interoperable communications equipment | | | |
| | | | |
| Detection Equipment | | | |
| | | | |
| Power equipment | | | |
| | | | |
| CBRNE Reference Materials | | | |
| | | | |
| CBRNE Incident Response Vehicles | | | |
| | | | |
| Physical Security Enhancement Equipment | | | |
| | | | |
| CBRNE Logistical Support Equipment | | | |
| | | | |
| Other authorized equipment costs | | | |
| 21GN-00-OCEQ | | | |
| **TOTAL EQUIPMENT EXPENDITURES** | | | $ 0.00 |
| **TOTAL EXPENDITURES** | | | $ 105.806.00 |

## ATTACHMENT B
## ALLOWABLE COSTS AND ELIGIBLE ACTIVITIES

**2 CFR Part 200:**
Rule 27P-19.010(11), Florida Administrative Code, states: "Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars..." Therefore, unless a specific exception applies, 2 CFR Part 200 Subpart A (Definitions) and Subpart E (Cost Principles) shall apply to this Agreement.

**Expenses:**
In order to qualify for reimbursement under the terms of this Agreement, an expense incurred by the Recipient must be reasonable and necessary for the successful completion of a task required by this Agreement. If an expense fails to qualify as either reasonable or necessary to successfully compete a task, then the Division shall not provide any reimbursement for that expense.

**NOTE:** This Scope of Work recognizes that each Recipient:

- Might be at a different level of preparedness than another Recipient;
- Operates within a unique geography;
- Faces unique threats and hazards; and,
- Serves a unique population.

Therefore, what might qualify as reasonable and necessary for one Recipient to successfully complete a task under this Agreement might not qualify as reasonable and necessary for another Recipient to successfully complete a task. Conversely, what might not qualify for one may qualify for another.

In order to avoid a "one size fits all" approach, this Agreement provides some level of flexibility. If a unique cost (e.g. equipment not listed on the EMPG AEL) qualifies as reasonable and necessary for the successful completion of a task under this Agreement, and if the Recipient receives permission from the Division prior to incurring that unique cost, then the Division shall reimburse the Recipient for that cost.

**Performance:**
In order to qualify for reimbursement under the terms of this Agreement, the Recipient's performance must satisfy the minimum level of service required for the successful completion of a task required by this Agreement. If the performance fails to satisfy the minimum level of service, then the Division shall not provide any reimbursement for that performance.

**Planning:**
Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Some examples of authorized planning activities include:

- Emergency Management/Operation Plans;
- Communications Plans;
- Continuity/Administration Plans;
- Whole Community Engagement/Planning;
- Resource Management Planning;
- Evacuation planning;
- Recovery Planning; and,
- Credentialing and Validation.

In order for planning expenditures to qualify for reimbursement under this Agreement, the Recipient must submit a final plan to the Division and the Division's Preparedness Bureau Chief must approve that plan. As part of any request for reimbursement for planning expenditures, the Recipient shall submit the following to the Division:

- Copies of contracts, Memorandum of Understandings or agreements with consultants or sub-contractors providing services;
- Documentation that clearly indicates hours worked for full or part-time staff or contractors/consultants and proof employee was paid;
- Time and attendance forms for full or part-time staff or contractors/consultants who participated in the planning;
- Invoice from any consultant/contractor involved in the planning (Note – grant agreement must be referenced on the invoice);
- Copies of all planning materials and work product (e.g. meeting documents, copies of plans);
- If a meeting was held by Recipient, an agenda and signup sheet with meeting date must be included;
- Proof of payment (e.g. canceled check, electronic funds transfer, credit card statement and payment to credit card company for that statement);
- Complete Debarment form for any contractors/consultants;
- Proof of purchase methodology (e.g. sole source, state contract, competitive bid results);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to planning activities; and,
- If billing for overtime and/or backfill, provide documentation that list attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee.

**Administration:**
EMPA Program funds may be used for all day-to-day activities in support of the four phases of emergency management (preparedness, response, recovery, and mitigation). Reimbursable personnel costs include salary, compensatory time off, and associated fringe benefits. For the purposes of this Agreement, overtime and backfill are not authorized Administration costs; however, overtime and backfill may qualify for reimbursement under other Scope of Work categories like Planning, Training, and Exercises.

Rules 27P-11.004 and 27P-11.0061, F.A.C., outline the minimum performance level (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24 hour basis.

Personnel costs 27P-11.004, 27P-11.0061:

(1) Counties with populations of 75,000 or more must have a full time emergency management director. Counties with populations of less than 75,000 or party to an inter-jurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the Governor by executive order or rule, are encouraged to have a full time director. However, as a minimum, such a county must have an emergency management coordinator who works at least 20 hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

(2) The county must have an emergency management program that has been approved by the Division of Emergency Management. Program approval shall require: compliance with appropriate federal and state laws, rules and regulations; satisfactory completion of work

elements of the previous year; and, a current proposal containing work elements commensurate with the needs of that county and a proposed budget.

Eligible "Administration" items include, but are not limited to:

- Salary and Benefits, but not overtime or backfill (include timesheets with employee & supervisor signatures or Time and Effort form – focus is on proof of hours ***actually*** worked)
- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services (reimbursement can only be claimed for services within the Agreement period)
- Supplies
- Memberships (reimbursement is allowed in agreement period in which memberships are paid)
- Software and upgrades
- Publications
- Postage
- Other Personnel/Contractual Services
    - Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services. Position descriptions are required.
    - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes shall also be supplied when requesting pre-approval. These requests shall be sent to the grant manager for the Division for review.

If the recipient seeks reimbursement for administration activities, then the following shall be submitted:

- Documentation that clearly indicates hours worked for full or part-time staff or contractors/consultants, position descriptions, and proof employee was paid.
- Time and attendance form for full or part-time staff or contractors/consultants.
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement and payment to credit card company for that statement) for any expenditures in support of administration costs.
- An agenda for any attending meeting/conference.
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to administration activities.

**Exercises:**
Allowable exercise-related costs include:

- ***Funds Used to Design, Develop, Conduct and Evaluate an Exercise.*** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, shall be identified in the AAR/IP and addressed in the exercise cycle.
- ***Hiring of Full or Part-Time Staff or Contractors/Consultants.*** Full or part–time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- ***Overtime and Backfill.*** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- ***Travel.*** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- ***Supplies.*** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, fuel, and disposable protective equipment).
- ***Implementation of HSEEP.*** This refers to costs related to developing and maintaining an exercise program consistent with HSEEP.
- ***Other Items.*** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

**Unauthorized** exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

If the recipient seeks reimbursement for exercise activities, then the following shall be submitted:

- Documentation clearly indicating the purpose/objectives of the exercise (e.g. Situation Manual, Exercise Plan);
- After-action report, Sign-In sheets, Agenda, Rosters;

- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement and payment to credit card company for that statement) for supplies expenditures (e.g. copying paper, gloves, tap, etc.);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to exercise activities; and,
- Proof of purchase methodology (e.g. sole source, state contract, competitive bid results).

No later than 90 days after completion of an exercise, the recipient shall upload to the Division's SharePoint portal at: https://portal.floridadisaster.org an After Action Report (AAR) that includes the following:

- An Improvement Plan; and,
- A roster of participants.

**Training:**
The Recipient can successfully complete an authorized course either by attending or by conducting that course.

- In order to receive payment for successfully attending a training course, the Recipient must provide the Division with a certificate of course completion; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the course.

- In order to receive payment for successfully conducting a course, the Recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the course."

- For the conduct of training workshops, the Recipient must provide a copy of the course materials and sign-in sheets.

Allowable training-related costs include the following:

- ***Funds Used to Develop, Deliver, and Evaluate Training.*** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. ***Overtime and Backfill.*** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- ***Travel.*** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- ***Supplies.*** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, fuel, and disposable protective equipment).
- ***Hiring of Full or Part-Time Staff or Contractors/Consultants.*** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state.

- ***Certification/Recertification of Instructors.*** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses involving the training of trainers.

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the FDEM State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division shall reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

If the recipient seeks reimbursement for training activities, then the following shall be submitted:

- Sign-in sheets, rosters and an agenda;
- Documentation from recipient's financial system showing attendees were paid;
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement and payment to credit card company for that statement) for any expenditures in support of the training (e.g. printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to training activities; and,
- Proof of purchase methodology (e.g. sole source, state contract, competitive bid results).

**Equipment:**
Provided the cost of the item qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, an item on the FEMA AEL that is specifically coded for the Emergency Management Performance Grant ("EMPG") Program satisfies the minimum level of service for an equipment purchase under this Agreement. If an item qualifies as reasonable and necessary, and if the item is EMPG-coded on the FEMA AEL, then the Recipient does not need to obtain permission from the Division prior to purchasing the item in order to seek reimbursement.

If the Recipient seeks reimbursement for the purchase of an item that is not EMPG-coded on the FEMA AEL, then the Recipient must receive permission from the Division prior to purchasing the item. If the Recipient purchases such an item without receiving permission from the Division beforehand, then the Division shall not provide any reimbursement for that purchase.

Of note, AEL 21GN-00-OCEQ (Equipment and Supplies, Information/Emergency Operations/Fusion Centers) provides authorization for the purchase of equipment and supplies that are necessary to establish and maintain an Emergency Operations Center.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)

- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

If Recipients have questions concerning the eligibility of equipment, they shall contact their Grant Manager for clarification.

Recipients shall analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances.

For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

If the recipient seeks reimbursement for equipment activities, then the following shall be submitted:

- All invoices;
- The AEL # for each purchase;
- Proof of payment (e.g. canceled check, electronic funds transfer, credit card statement and payment to credit card company for that statement); and,
- Proof of purchase methodology (e.g. sole source, state contract, competitive bid results).

**Conferences:**
The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

> [T]he coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

This Agreement requires the Recipient to attend Current Issues in Emergency Management ("CIEM"), a meeting hosted by the Division.

In order for travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;

- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the particular conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules."

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. *See* section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state."). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

**Class A, Class B, and Class C Travel:**

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

**Meal Allowance and Per Diem:**
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:

- $6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
- $11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.); and,
- $19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).

Section 112.061(a), Florida Statutes, establishes the per diem amounts. All travelers are allowed:

- The authorized per diem for each day of travel; or,
- If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A

travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed $20.00 for each quarter from the time of departure until the time of return.

**Reimbursement for Meal Allowances That Exceed the State Rates:**
The Division shall not reimburse for any meal allowance that exceeds $6 for breakfast, $11 for lunch, or $19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see https://www.gsa.gov/portal/content/104877).

**Hotel Accommodations:**
A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.

Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed $150 per night.

**Travel Reimbursement Forms:**
Unless the Recipient has received prior approval from the Florida Department of Financial Services ("DFS"), the Recipient shall use the travel forms incorporated by reference in Rule 69I-42.003, Florida Administrative Code. Those forms include:

- The Authorization to Incur Travel Expense, Form DFS-AA-13;
- The Application for Advance on Travel Expenses, Form DFS-AA-25; and,
- The Voucher for Reimbursement of Travel Expenses, Form DFS-AA-15.

If the Recipient has not received permission from DFS to use an alternate form, and if the Recipient submits a request for reimbursement without including the applicable DFS forms listed above, then the Division shall not provide any reimbursement for that travel.

**ATTACHMENT C**
**SCOPE OF WORK**

**BACKGROUND:**

**Emergency Management, Preparedness, and Assistance ("EMPA")**
In 1993, in the aftermath of Hurricane Andrew, the Florida Legislature passed C.S.S.B. No. 1858, entitled "Disaster and Emergency Preparedness – Trust Fund." In addition to modifying other statutory sections, the legislation created sections 252.371 through 252.373, Florida Statutes.

Section 252.371, Florida Statutes, establishes the Emergency Management, Preparedness, and Assistance ("EMPA") Trust Fund, which the Division administers. Section 252.372, Florida Statutes, imposes:

- An annual $2 surcharge on "every homeowner's, mobile home owner's, tenant homeowner's, and condominium unit owner's policy"; and,
- An annual $4 surcharge on "every commercial fire, commercial multiple peril, and business owner's property insurance policy."

In accordance with Section 252.372, Florida Statutes, all proceeds from the surcharges "shall be deposited in the [EMPA] Trust Fund..." Section 252.373, Florida Statutes, provides for the allocation of monies from the EMPA Trust Fund, authorizes the Division to promulgate rules, and establishes minimum requirements.

**Emergency Management an Innate Responsibility**
Section 252.38, Florida Statutes, states: "Safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state."

**Definitions**

- Emergency

Section 252.34(4), Florida Statutes, defines the term "emergency" as "any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property."

- Emergency Management

Section 252.34(5), Florida Statutes, defines the term "emergency management" as "the preparation for, the mitigation of, the response to, and the recovery from emergencies and disasters."

- County Emergency Management Agency

Rule 27P-19.002(3), Florida Administrative Code, defines the term "County Emergency Management Agency" as "one of the sixty-seven (67) emergency management agencies authorized, established and maintained by each county pursuant to Section 252.38, [Florida Statutes]."

- Base Grant

Rule 27P-19.002(1), Florida Administrative Code, defines the term "base grant" as "those funds allocated in accordance with the formula in Rule 27P-19.005, F.A.C., as a minimum allocation to County Emergency Management Agencies."

**Base Grant Funds**
Consistent with Rule 27P-19.010(11), Florida Administrative Code, the Division shall determine allowable costs in accordance with 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

In accordance with Rule 27P-19.005(1), Florida Administrative Code, the Division awards base grant funds to each county "for the use and benefit of the County Emergency Management Agency."

In accordance with Rule 27P-19.005(2), Florida Administrative Code, the recipient may use base grant funds for any of the following categories:

- Planning, Training, and Exercises ("PT&E");
- EM Agency Administration; and,
- Equipment.

**Supplanting Prohibited**
Section 252.372, Florida Statutes, states that the monies from the EMPA Trust Fund "may not be used to supplant existing funding." Additionally, Rule 27P-19.003(3), Florida Administrative Code, states: "Funds received from the [EMPA] Trust Fund may not be used to supplant existing funding, nor shall funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund."

**Annual Certification**
Rule 27P-19.004(1), Florida Administrative Code, requires that, in order to receive EMPA funding, "each County Emergency Management Agency shall annually certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator consistent with subsections 27P-19.005(4) and (5), F.A.C."

**TASKS & DELIVERABLES:**

**Task One: All-Hazards County Emergency Management Agency Administration**

Throughout the period of this Agreement, the Recipient shall administer an all-hazard, county emergency management agency that includes preparedness, mitigation, response, and recovery components and capabilities.

Pursuant to Section 252.38(1)(c), F.S., the County Emergency Management Agency shall perform emergency management functions throughout the territorial limits of the county in which it is organized. Additionally, the County Emergency Management Agency shall conduct such activities outside its territorial limits as required by law and in accordance with state and county emergency management plans and mutual aid agreements.

The County Emergency Management Agency shall serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations. If the Recipient is a county with a population of 75,000 or more, then the Recipient shall employ a full-time county emergency management director. If the Recipient is a county with a population less than 75,000, or if the Recipient is a county that is a party to an inter-jurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., then the Recipient shall employ either:

- An Emergency Management Coordinator who works at least 20 hours a week in that capacity; or,
- A full-time director.

**Task One Deliverables:**

In order to demonstrate successful completion of Task 1, the Recipient shall submit to the Division the following:

- For quarter 1, the following certification: "As required by Rule 27P-19.004(1), Florida Administrative Code, and as a condition precedent to receiving any funds under this Agreement, the Recipient certifies its commitment to continuously employ and maintain a full-time County Emergency Management Agency Director or a part-time County Emergency Management Agency Coordinator consistent with subsections 27P-19.005(4) and (5), Florida Administrative Code.";
- For quarter 1, provide Form 4 - Staffing Detail and position descriptions;
- For quarters 1, 2, 3, and 4, the quarterly report outlined in Attachment D;
- For quarters 1, 2, 3, and 4, and for each category listed below, the Recipient must identify on Form 4 – Staffing Detail at least one employee of the Recipient who is responsible for that area (this can include any employee of the County, not just an employee of the County Emergency Management Agency):
    - Preparedness;
    - Response;
    - Recovery;
    - Mitigation; and,
    - Finance (to include procurement).
- For quarters 1, 2, 3, and 4, timesheets or paystubs for a full-time County Emergency Management Director or a part-time Coordinator if a part-time coordinator is authorized under Rule 27P-19.004(3), F.A.C.; and,

- For quarter 1, all employees of the County Emergency Management Agency, and any employee identified in subparagraph 3 above, shall upload into the Division's SERT TRAC the course completion certificates for any FEMA course ("G", "IS", or other FEMA course) and any Division course ("FL" or other Division course) that pertains to the following areas:
    - Preparedness;
    - Response;
    - Recovery;
    - Mitigation; and,
    - Finance (to include procurement).

For Task 1, the person who executes the certification must possess the legal authority to bind the Recipient.

**Task Two - 24-7 Emergency Operations Response Capabilities**

Throughout the period of this Agreement, the Recipient shall maintain the capability to respond to all hazards, 24 hours a day, 7 days a week.

**Task Two Deliverables:**

In order to demonstrate successful completion of Task 2, the Recipient shall submit to the Division the following:

- For quarters 1, 2, 3, and 4, proof that, at least 10 times each quarter, the Recipient has successfully participated in the Division's weekly communication tests (the Division's grant manager will verify this Deliverable by coordinating with the State Watch Office; consequently, the Recipient is not required to submit communication reports unless a justification is needed for failure to meet the 10 required communications);
- For quarters 1, 2, 3, and 4, proof that the Recipient satisfied the Information Management requirements contained in Attachment E;
- For quarter 4, proof that the Recipient satisfied the Hurricane Shelter Retrofit requirements contained in Attachment F.

**Task Three - Local Budget Match**

Throughout the period of this Agreement, and as required by Rule 27P-19.011(1), Florida Administrative Code, the Recipient shall match base grant funds "at the amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever is lower."

**NOTE:** Rule 27P-19.011(1), Florida Administrative Code, states: "County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.38, F.S., shall not be included in determining the level of county funding of the County Emergency Management Agency."

**Task Three Deliverables:**

In order to demonstrate successful completion of Task 3, the Recipient shall submit to the Division the following:

- For quarter 1, the following certification executed by the Recipient: "As required by Rule 27P-19.011, Florida Administrative Code, and as a condition precedent to receiving any funds under this Agreement, the Recipient certifies compliance with all of the requirements contained in Chapter 27P-19, Florida Administrative Code.";
- For quarters 1, 2, 3, and 4, a current and accurate Local Budget Match Requirement Form (Form 3); and,
- For quarters 1, 2, 3, and 4, a current and accurate County Emergency Management Local Budget (General Revenue).

For Task 3, the person who executes the certification must possess the legal authority to bind the Recipient.

In accordance with Rule 27P-19.011(2), Florida Administrative Code, and if "exceptional financial circumstances" exist, then the Recipient may request from the Division a match reduction:

> If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current

level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days after the county budget has been approved by the governing body of the jurisdiction, or the opportunity to request shall be waived.

In lieu of submitting physical copies of the Local Budget Match Requirement Form and the County Emergency Management Local Budget via mail, the Recipient may upload those documents to the Division's SharePoint portal at: https://portal.floridadisaster.org. If the Recipient chooses to upload those documents to SharePoint, then the Recipient shall annotate that fact on its quarterly report.

As long as the information uploaded to SharePoint is current and accurate, the Recipient does not need to upload those documents more than once.

## Task Four – Current Issue in Emergency Management (CIEM)

During the quarter that the meeting is held, the full-time County Emergency Management Director or the part-time Coordinator if a part-time coordinator is authorized under Rule 27P-19.004(3), F.A.C., shall attend the Current Issues in Emergency Management ("CIEM") meeting hosted by the Division.

## Task Four Deliverables:

In order to demonstrate successful completion of Task 4, the recipient shall submit to the Division the following:

- Certificate of attendance; and,
- If requesting grant reimbursement, a completed DFS state travel form.

**REIMBURSEMENT CONDITIONS:**

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient on a quarterly basis for the documented costs incurred during the successful completion of the task(s) required by this Agreement. However, the following limitations shall apply:

- In any quarter, the Division shall not reimburse the Recipient for an amount that exceeds 40% of the overall amount authorized by this Agreement; and,
- The cumulative amount of reimbursement for quarters 1, 2, and 3 shall not exceed 85% of the overall amount authorized by this Agreement.

If extraordinary circumstances exist, then the Recipient can request permission from the Division to exceed the 40% cap for a particular quarter. However, under no circumstances shall the cumulative reimbursement amount for quarters 1, 2, and 3 exceed 85% of the overall amount authorized by this Agreement.

**FINANCIAL CONSEQUENCES:**

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in the following penalty:

- A 10% reduction of the overall amount authorized by this Agreement.

The Division shall apply the penalty each quarter during which the Recipient fails to successfully complete each of the required tasks. During this Agreement, up to four penalties may be imposed; and, each penalty shall be applied cumulatively.

If, because of circumstances beyond the Recipient's control, the Recipient is unable to successfully perform a task required by this Agreement, then the Recipient shall notify the Division immediately. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence.

**ATTACHMENT D**
**QUARTERLY REPORTS**

Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.

| Reporting Period | Report due to FDEM no later than |
|---|---|
| July 1 through September 30 | October 31 |
| October 1 through December 31 | January 31 |
| January 1 through March 31 | April 30 |
| April 1 through June 30 | July 31 |

- The Recipient must provide the Division with supporting documentation for the quarterly financial reports. To eliminate large files and mailings, the Division shall accept back up documentation on a CD if desired by the county.
- The Quarterly Tasks form is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) during the agreement period.
- In order to ensure compliance with Rule 27P-19.011, the Local Budget Match Requirement Form shall be completed and sent when the Local County Budget is approved or by the end of the first quarter. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) with the form. If the County's current budget is lower than the previous year, or the average of the last three years, the county is required to request a Waiver no later than 45 days after the county budget is approved.
- In a format provided by the Division, Form 4 - Staffing Detail must be submitted by October 31, 2018. Also, each funded county emergency management position description must be submitted to the Division no later than October 31, 2018.
- **The final close-out report is due sixty (60) days after termination of this Agreement.** Any requests received after August 30, 2019, at the discretion of the Division, may not be reimbursed from this Agreement.

- **Programmatic Point of Contact:**

| Contractual Point of Contact | Programmatic Point of Contact |
|---|---|
| Teresa A. Warner<br>FDEM<br>2555 Shumard Oak Blvd., Suite 330C<br>Tallahassee, FL 32399-2100<br>(850) 815-4351<br>Teresa.warner@em.myflorida.com | Karen Lyons<br>FDEM<br>2555 Shumard Oak Blvd.<br>Tallahassee, FL 32399-2100<br>(850) 815-4325<br>Karen.lyons@em.myflorida.com |

- The Division shall determine eligibility of projects and approve changes in Scope of Work.
- The Division shall administer the financial processes.

## ATTACHMENT E
## INFORMATION MANAGEMENT

**Contacts** - The Recipient shall maintain current county emergency management and other contacts through the Division's SharePoint portal available at https://portal.floridadisaster.org.

From the Portal main page, click "County Links", then pulldown and select "Update County Contacts."

This information includes:

- County Director and Alternate contacts
- State Mutual Aid Agreement contacts
- and many more....

**Site Identification** - The Recipient shall upload current GIS Data to the Division's SharePoint portal available at https://portal.floridadisaster.org or WebEOC available at https://eoc.floridadisaster.org. Site Identification data includes:

- Through SharePoint - location and attribute information of all –
  - fire rescue
  - law enforcement
  - public safety
  - emergency service stations
- Through WebEOC - location and attribute information of all pre-identified --
  - County Logistics Staging Areas (LSAs)
  - Points of Distribution (PODs)
  - Disaster Recovery Centers (DRCs)

Attribute information shall include at a minimum: facility name, facility type, physical address, and USNG coordinates OR Latitude/Longitude in decimal degrees (only one or the other is required).

**NOTES**:
For Site Identification data uploaded through SharePoint –
To facilitate emergency sites review, FDEM GIS will annually upload a spreadsheet extracted from the critical facility inventory. This spreadsheet is intended to assist counties without GIS resources. Critical facility inventory spreadsheets provided will contain more facility types than are required to be reviewed.

Counties with GIS resources may, instead of reviewing this spreadsheet –

- Upload zipped shapefiles or geodatabases extracted from a county GIS system,
- Upload a zipped geodatabase of Essential Facilities created using HAZUS Comprehensive Data Management System (https://www.fema.gov/comprehensive-data-management-system)
- Provide URL to a GIS data download website maintained by the county

If counties have no changes since the last agreement period, a statement of "no change" shall be submitted via the SharePoint portal.

## ATTACHMENT F
## HURRICANE SHELTER RETROFIT

**Hurricane Shelter Retrofit** - In accordance with Florida's statewide hurricane shelter space deficit elimination program, the Recipient must upload items A- E on the Division's SharePoint portal by the end of the 4th Quarter at: https://portal.floridadisaster.org. The responses collected in this task are the basis for the Shelter Retrofit Report as required by 252.38 F.S. Each county's current Shelter Inventory Spreadsheet shall be available on SharePoint for reference.

A. Hurricane shelter deficit reduction progress information.
   1. Submit a list of newly constructed "as-is", retrofit and or Enhanced Hurricane Protection Areas (EHPA) facilities. If none, enter "none".
   2. Submit any corrections needed on the Shelter Inventory Spreadsheet. If none, enter "no corrections needed, the information is correct".

B. Current or newly completed hurricane shelter retrofit projects.
   1. List all hurricane shelter retrofit projects completed in the previous fiscal year regardless of funding source(s). If none, enter "none".
   2. List potential hurricane shelter retrofit projects. Listing projects is the first step for grant eligibility. If none, enter "none".

C. Update Special Needs Shelters' (SpNS) power systems.
   1. Respond yes or no to this statement on the SharePoint portal:
   All designated SpNS have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment.
   2. If no, upload a strategy so that all designated SpNS shall have a standby power capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced temporary electric generator with adequate capacity to support the standby power system requirements shall be provided.

D. Update SpNS client space capacity.
   1. Respond yes or no to this statement on the SharePoint portal:
   The county has designated sufficient SpNS client spaces to meet the anticipated five-year demands as determined by the 2018 Statewide Emergency Shelter Plan (published January 31, 2018).
   2. If no, upload a strategy to achieve sufficient SpNS client spaces to meet the anticipated five-year demands as determined by the 2018 Statewide Emergency Shelter Plan (January 31, 2018).

E. Upload a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable). The most recent published Statewide Emergency Shelter Plan provides guidance for implementation of the criteria. The Report to the Division shall discuss, at an executive level, the results of the meeting(s) including:
   1. Status of EHPA or new construction projects from previous reports to the Division
   2. List of planned facilities/buildings (e.g., initial name/title of the project (such as, High School AAA), location and estimate of shelter space floor area or spaces) that the educational agency shall design and/or build in the coming **two (2) years**; and **five (5) years.**
   3. List of facilities/buildings that shall be designed and constructed as EHPA, include (if available) anticipated hurricane shelter space capacity.
   4. List of facilities/buildings for which an exemption from EHPA shall be requested, and anticipated statute or code-based cause(s) for such exemption(s).
   5. List of facilities/buildings where future retrofitting may be practical to assist in creating shelter space.
   6. Upload a copy of the participant sign-in sheet with agency affiliation shown, and a copy of any meeting minutes (or similar documentation).

ATTACHMENT G

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

(1) The prospective subcontractor of the Sub-Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By:_____ _____

Signature Sub-Recipient's Name

_____ _____

Name and Title FDEM Contract Number

_____ _____

Street Address Project Number

_____

City, State, Zip

_____

Date

ATTACHMENT H

JUSTIFICATION OF ADVANCE PAYMENT

## RECIPIENT:

**If you are requesting an advance, indicate same by checking the box below.**

| |
|---|
| [ ] ADVANCE REQUESTED<br><br>Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate |

**If you are requesting an advance, complete the following chart and line item justification below.**

ESTIMATED EXPENSES

| BUDGET CATEGORY/LINE ITEMS (list applicable line items) | 20___-20___ Anticipated Expenditures for First Three Months of Contract |
|---|---|
| For example<br>ADMINISTRATIVE COSTS<br>(Include Secondary Administration.) | |
| For example<br>PROGRAM EXPENSES | |
| TOTAL EXPENSES | |

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)**

_____

_____

_____

_____

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14185** **County Administrator's Report 11. 5.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 06/07/2018
**Issue:** Recommendation Concerning (PD15-16.042) Group Life
**From:** Eric Kleinert, Department Director
**Organization:** Human Resources
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning PD15-16.042, Group Life Insurance Agreement - Eric Kleinert, Human Resources Department Director

That the Board approve and authorize the County Administrator to sign the Group Insurance Amendment with Standard Insurance Company for Escambia County's Group Life Insurance (PD 15-16.042).

[Funding: Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501]

## BACKGROUND:

The Amendment to the Group Life Insurance Agreement will become effective, retroactively to January 1, 2018. The Amendment reflects the change regarding the eligibility of employees that are enrolled in Tricare or are eligible for Medicare through our Section 125 Plan Document. They will no longer receive the additional $10,000 of life and AD&D insurance for opting out of the County-sponsored health plan.

## BUDGETARY IMPACT:

There is no budgetary impact.

## LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, County Attorney's Office, has reviewed the policy and deemed it legally sufficient.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

BCC Regular Meeting, County Administrator Report Car II-1 of August 4, 2016,
BCC Regular Meeting, County Administrator Report Car II-25 of May 25, 2017.

**IMPLEMENTATION/COORDINATION:**

The Human Resources Department will coordinate with the County Attorney's Office and Standard Insurance Company to distribute the Amendment.

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**Attachments**

Request for Group Insurance Amendment 060718

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# Request for Group Insurance Amendment

Standard Insurance Company
900 SW Fifth Avenue
Portland, OR 97204-1282

Employee Benefits Consultant: Jarod Hayer
Employee Benefits Service Representative: Alison Brogan
Employee Benefits Sales and Service Office: Tampa

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Policyholder: Escambia County Board of County Commissioners
Group Number: 754403

As an authorized representative of the Employer, I request that Standard Insurance Company ("The Standard") amend the above Employer's coverage under the Group Policy to make the following change(s):

Change Life/AD&D Class Definition to:
Class 1: An active Member not participating in the Employer-sponsored medical plan and not enrolled in Tricare or eligible for Medicare
Class 2: All other eligible Members
Class 3: Retired Members

I request that the amendment become effective on 01/01/2018. I understand that the amendment will not become effective unless approved and issued by The Standard.

I request that the amendment be approved by The Standard subject to The Standard's usual underwriting requirements, including, if applicable, Evidence of Insurability or a Pre-existing Condition provision.

I understand that the amendment, if approved by The Standard, will be issued in the policy language customarily used by The Standard.

I understand that any increase in Insurance for a Member who is not Actively At Work all day on the Member's last regular work day before the scheduled effective date of the amendment will be deferred until the first day after the Member completes one full day of Active Work.

I request that the amendment, if approved and issued by The Standard, become effective by its terms without any further acceptance by the Employer, and that a copy of this Request for Group Insurance Amendment form be attached to and made a part of the amendment.

Sign Name: _____ Title: County Adminstrator
Authorized Representative

Print Name: Jack R. Brown Date: _____

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.
By/Title: [signature]
Date: 4/10/18

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14219** **County Administrator's Report 11. 6.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 06/07/2018
**Issue:** Notice of Award for the RESTORE Direct Component (Pot 1) - Planning Assistance for the South Dogtrack Drainage Design Project
**From:** Chips Kirschenfeld, Director
**Organization:** Natural Resources
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Notice of Award for the RESTORE Direct Component (Pot 1) South Dogtrack Drainage Design Project - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board accept the RESTORE Direct Component (Pot 1) Notice of Award from the U.S. Department of the Treasury for Planning Assistance for the South Dogtrack Drainage Design Project, Grant Award No. 1 RDCGR080055-01-00, in the amount of $240,000.

[Funding: Fund 118, Gulf Coast Restoration Fund. The Cost Center will be determined during the time of the Supplemental Budget Amendment]

## BACKGROUND:

On September 7, 2017, the Board approved and authorized staff to submit the 2016-2017 RESTORE Multi-Year Implementation Plan (MYIP) to the U.S. Department of the Treasury. On October 20, 2017, the U.S. Department of Treasury approved the MYIP, finding it to be consistent with the RESTORE Act. The MYIP includes ten Board selected projects.

On May 1, 2018, the U.S. Department of the Treasury issued a Notice of Award for the South Dogtrack Drainage Improvement Project. The South Dogtrack Drainage Improvement Project is the fifth approved RESTORE Direct Component (Pot 1) project. The Carpenter Creek and Bayou Texar Revitalization Plan, Universal Public Access Plan, Eleven Mile Creek Basin Stormwater Ponds, and the Hollice T. Williams Stormwater Park planning assistance projects were

previously approved by the U.S. Department of the Treasury in March and April 2018.

**BUDGETARY IMPACT:**

Fund 118, Gulf Coast Restoration Fund. The cost center will be determined during the time of the Supplemental Budget Amendment.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Senior Assistant County Attorney, has reviewed the U.S. Department of the Treasury Notice of Award.

**PERSONNEL:**

No additional impact to personnel associated with this recommendation.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board Policy II.A.

**IMPLEMENTATION/COORDINATION:**

Department of Natural Resources Management staff will coordinate with the U.S. Department of the Treasury to implement the Grant.

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**Attachments**

BCC ResumePage-09072017

NOA-S Dogtrack Drainage Proj

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COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

2017001012

13. RESTORE Direct Component (Pot 1) Multi-Year Implementation Plan

Motion made by Commissioner Robinson, seconded by Commissioner Bergosh, and carried unanimously, taking the following action concerning the RESTORE Direct Component (Pot 1) Multi-Year Implementation Plan:

A. Approving the Final 2016-2017 RESTORE Act Multi-Year Implementation Plan; and

B. Authorizing staff to submit the RESTORE Act Multi-Year Implementation Plan to the U.S. Department of Treasury.

Speaker(s):

Theresa Blackwell

2017001014

15. Escambia County Mass Transit Advisory Committee Appointment

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, approving to reopen opportunities to apply for this position through September 15, 2017, and reschedule, for September 21, 2017, the recommendation that the Board confirm the appointment of Andrew J. DeMartin to the Escambia County Mass Transit Advisory Committee, for a four-year term, effective September 7, 2017, through September 6, 2021, to serve as the County Administrator's representative to replace Lori R. Webster, who has resigned.

A General Alert was posted on the County's website from July 31, 2017, to August 14, 2017, seeking Escambia County residents interested in volunteering to fill a vacancy on the Escambia County Mass Transit Advisory Committee; Mr. DeMartin is the only resident who submitted a Resume expressing interest in serving on the Escambia County Mass Transit Advisory Committee.

| 1. DATE ISSUED MM/DD/YYYY | 2. CFDA NO. | 3. ASSISTANCE TYPE |
|---|---|---|
| 04/25/2018 | 21.015 | Formula Grant |

**1a. SUPERSEDES AWARD NOTICE dated**
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

| 4. GRANT NO. | 5. ACTION TYPE |
|---|---|
| 1 RDCGR080055-01-00<br>Formerly | New |

| 6. PROJECT PERIOD MM/DD/YYYY | | 7. BUDGET PERIOD MM/DD/YYYY | |
|---|---|---|---|
| From | 05/01/2018 | From | 05/01/2018 |
| Through | 04/30/2020 | Through | 04/30/2020 |

**U.S. DEPARTMENT OF THE TREASURY**
**Office of the Fiscal Assistant Secretary**
**Office of Gulf Coast Restoration**
1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001

# NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

**8. TITLE OF PROJECT (OR PROGRAM)**
Planning Assistance for the South Dogtrack Drainage Design Project

**9a. GRANTEE NAME AND ADDRESS**
Escambia County Board of County Commissioners
221 Palafox Pl Ste 140
Pensacola, FL 32502-5833

**9b. GRANTEE PROJECT DIRECTOR**
Mr. Matt Posner
221 PALAFOX PL STE 140
PENSACOLA, FL 32502-5833
Phone: 850-595-0820

**10a. GRANTEE AUTHORIZING OFFICIAL**
Mr. Taylor Kirschenfeld
221 PALAFOX PLACE
Natural Resources Management Department
PENSACOLA, FL 32502-5833
Phone: 850-595-1630

Electronically Signed 04/27/2018

**10b. FEDERAL PROJECT OFFICER**
Mr. John Stutts
1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001
Phone: 202-622-0239

**ALL AMOUNTS ARE SHOWN IN USD**

**11. APPROVED BUDGET** (Excludes Direct Assistance)

| | | |
|---|---|---|
| I Financial Assistance from the Federal Awarding Agency Only | II | |
| II Total project costs including grant funds and all other financial participation | | |
| a. Salaries and Wages | 13,467.13 | |
| b. Fringe Benefits | 4,714.69 | |
| c. Total Personnel Costs | | 18,181.82 |
| d. Equipment | | 0.00 |
| e. Supplies | | 0.00 |
| f. Travel | | 0.00 |
| g. Construction | | 0.00 |
| h. Other | | 0.00 |
| i. Contractual | | 200,000.00 |
| j. TOTAL DIRECT COSTS → | | 218,181.82 |
| k. INDIRECT COSTS | | 21,818.18 |
| l. **TOTAL APPROVED BUDGET** | | 240,000.00 |
| m. Federal Share | | 240,000.00 |
| n. Non-Federal Share | | 0.00 |

**12. AWARD COMPUTATION**

| | |
|---|---|
| a. Amount of Federal Financial Assistance (from item 11m) | 240,000.00 |
| b. Less Unobligated Balance From Prior Budget Periods | 0.00 |
| c. Less Cumulative Prior Award(s) This Budget Period | 0.00 |
| d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION** | 240,000.00 |
| **13. Total Federal Funds Awarded to Date for Project Period** | 240,000.00 |

**14. RECOMMENDED FUTURE SUPPORT**
*(Subject to the availability of funds and satisfactory progress of the project):*

| YEAR | TOTAL DIRECT COSTS | YEAR | TOTAL DIRECT COSTS |
|---|---|---|---|
| a. 2 | | d. 5 | |
| b. 3 | | e. 6 | |
| c. 4 | | f. 7 | |

**15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:**
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

**b**

**16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:**
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

**REMARKS** (Other Terms and Conditions Attached - [X] Yes [ ] No)

See next page

AUTHORIZING OFFICIAL: **Ms. Kristine S Conrath, Deputy Assistant Fiscal Secretary**
**Electronically Signed 04/30/2018**

| 17. OBJ CLASS | 18a. VENDOR CODE | 18b. EIN | 19. DUNS | 20. CONG. DIST. |
|---|---|---|---|---|
| 410001 | 1280188 | 596000598 | 075079673 | 01 |

| FY-ACCOUNT NO. | DOCUMENT NO. | ADMINISTRATIVE CODE | AMT ACTION FIN ASST | APPROPRIATION |
|---|---|---|---|---|
| 21. a. Direct | b. RDCGR080055 | c. **RDC** | d. $240,000.00 | e. |
| 22. a. | b. | c. | d. | e. |
| 23. a. | b. | c. | d. | e. |

REMARKS:

This award is approved by Kristine Conrath, Authorizing Official.

Accepting this award in GrantSolutions.gov constitutes acceptance of this award and the Standard Terms and Conditions and Programmatic Terms and Conditions and Special Award Conditions. Award funds will be available to the awardee in an ASAP.gov account.

| Federal Financial Report Cycle | | | |
|---|---|---|---|
| Reporting Period Start Date | Reporting Period End Date | Reporting Type | Reporting Period Due Date |
| 05/01/2018 | 09/30/2018 | Semi-Annual | 10/30/2018 |
| 10/01/2018 | 03/31/2019 | Semi-Annual | 04/30/2019 |
| 04/01/2019 | 09/30/2019 | Semi-Annual | 10/30/2019 |
| 10/01/2019 | 03/31/2020 | Semi-Annual | 04/30/2020 |
| 04/01/2020 | 04/30/2020 | Final | 07/29/2020 |

## RESTORE Act - SPECIAL AWARD CONDITIONS

1. **Special Condition 1:** An ASAP Maximum Draw Limit of $224,929.71 is in place for this award. The ASAP Maximum Draw Limit allows Escambia County to draw funds from ASAP for budgeted direct costs and indirect costs up to 3% of the total Direct Component award funds received for administrative costs, as this term is defined in 31 CFR § 34.2. This ASAP Maximum Draw Limit restricts withdrawal of funds from ASAP for non-administrative facilities-related indirect costs. Escambia County may request removal of the maximum draw limit in writing and upon submitting documentation supporting its classification of indirect costs as either administrative costs or facilities costs, as they are described in 31 CFR § 34.2 and 2 CFR § 200.414. Escambia County is required to distinguish in its Federal Financial Report (SF-425) submissions the portion of its indirect costs it is claiming as administrative costs from its non-administrative, facilities-related costs.

## RESTORE Act - FUNDING AUTHORIZATION

1.

| **Total Amount of Federal Funds Awarded to Date for Project Period**<br><br>*Line 13 of NoA/Amendment* | **Amount of Funding Restriction** | **Amount of Financial Assistance This Action**<br><br>*Line 12d of NoA/Amendment* | **Amount Authorized for ASAP Account this Action** | **Notes** |
|---|---|---|---|---|
| $240,000.00 | $0.00 | $240,000.00 | $240,000.00 | Initial Authorization, with Special Award Condition and maximum draw limit of $224,929.71 per SAC #1 |

# AWARD ATTACHMENTS

Escambia County Board of County Commissioners

1 RDCGR080055-01-00

1. Approved Scope of Work
2. RESTORE ACT Standard Terms and Conditions -- August 2017

# South Dogtrack Drainage Design Scope of Work

## 1. Proposed Scope of Work

### *Need, purpose, and objectives;*

NEED: The South Dogtrack Road area in southwest Escambia County has suffered from severe flooding issues. Providing new stormwater drainage will reduce flooding and increase stormwater retention. Stormwater treatment and stream restoration will improve water quality entering Bayou Grande, which is identified by the Florida Department of Environmental Protection as impaired for bacteria.

PURPOSE: To provide flooding relief and new stormwater treatment in the South Dogtrack Road and Blue Angel Parkway area while also improving stream habitat and water quality.

OBJECTIVE: Planning activities that will lead to coastal flood protection and related infrastructure as well as restoration and protection of natural resources.

### *How the project/program meets the identified primary activity designated in A1;*

Escambia County will conceptually plan and design the South Dogtrack Drainage Design in accordance with the Direct Component under the RESTORE Act and in compliance with the RESTORE Act, Treasury regulations, and all applicable rules and laws. The South Dogtrack Drainage Project is a planning assistance activity which will conceptually plan and design improved drainage within the Bayou Grande Drainage Basin. New incidences of flooding are now occurring in areas that had no previous flooding problems.

To restore historic drainage patterns and reduce flooding of existing homes, this project will provide conceptual planning and design by evaluating several stormwater management and restoration methods including: 1. Construction of stormwater pond(s) to replace lost floodplain and stormwater storage; 2. Construction of a new drainage outfall from the headwaters of the drainage basin along Blue Angel Parkway to the headwaters of Bayou Grande (Garcon Swamp); and 3. Provide channel and stream restoration improvements along two merging creeks to Bayou Grande. The project's stormwater management goals are to improve flow through the creek to reduce flooding and scour in the creek, to provide significant flood control measures, and to provide stormwater treatment to improve water quality in Bayou Grande.

### *Specific tasks, milestones and related timeframes (also captured in Milestones Report); and*

Development of the project consists of five tasks/milestones, as follows:

Timeline:

| | |
|---|---|
| 1. Selection of Contractor | April 2018 – Sept. 2018 |
| 2. Public Stakeholder Meetings | Oct. 2018 – March 2020 |
| 3. Easement and Property Acquisition Plan | Oct. 2018 – Sept. 2019 |
| 4. Conceptual Design/Study | Oct. 2018 – Sept. 2019 |
| 5. Finalization of Conceptual Design Package and Associated Work | Oct. 2019 – March 2020 |

*Task 1. Selection of Contractor*

Task 1 will involve developing a scope of work, competitive solicitation, and selection of the contractor. 2 CFR 200 contract provisions will be included in all contract and subcontract agreements. This task will take approximately six months.

*Task 2. Public Stakeholder Meetings*

Public stakeholder meetings will play an integral role to the project. Stakeholders include but are not limited to property owners, neighborhood groups, businesses, and state and local agencies. These meetings will be held through the duration of the project. The selected engineering contractor will lead two meetings. It is expected meetings will be held at conceptual and 60% design plan completion. This task will take approximately 18 months.

*Task 3. Easement and Property Acquisition Plan*

Task 3 will involve developing an easement and property acquisition plan. The contractor will work with Escambia County staff to identify and evaluate properties located within the basin for stormwater management and habitat restoration opportunities. The plan will rank and recommend priority easement and property acquisition needed to implement design. The Easement and Property Acquisition Plan (Task 3) and Conceptual Design/Study (Task 4) are codependent. This task will take approximately 12 months.

*Task 4. Conceptual Design/Study*

The selected contractor will meet with the Escambia County Engineering Division and RESTORE staff to coordinate the design. The draft design will be based on the following goals:

1. Protect infrastructure and the environment in the surrounding area by designing and constructing stormwater features that:

- do not increase flood profiles;
- improves stormwater treatment for nutrients and sedimentation;
- functions naturally with channels connected to floodplains;
- protects valuable infrastructure;
- has a low risk of failure;
- improves water quality; and
- is economical to design and build.

In addition to the project draft design, evaluation of the following will be considered:

- permitting requirements (surveying, clearing, earth-moving, dredging, cultural resources)
- ownership/land rights
- site access (season, timing, and physical limitations)
- material availability (earth materials, plant materials)
- construction scheduling (season, environmental windows, flow conditions)

- local ordinances
- tolerance for risk and uncertainty
- utilities (underground, overhead)
- pollution control (instream, parking areas, sediment control, chemical control)
- safety concerns (working on slopes, in water, around heavy equipment, using hand tools)
- threatened or endangered species
- operation and maintenance of stormwater facilities

The selected contractor will meet with the Escambia County Engineering Division and RESTORE staff regularly to ensure the project goals are being met. Additionally, Escambia County RESTORE staff will ensure the contractor continues to meet the RESTORE Act, U.S. Treasury, and 2CFR 200 rules, regulations, and policies. RESTORE staff will also be responsible for managing the project for Escambia County and sending progress reports to the U.S. Treasury and Escambia County Board of County Commissioners. This task will take approximately 12 months.

*Task 5. Finalization of Conceptual Design Package and Associated Work*
This task will include packaging the conceptual design, easement and property acquisition plan, and associated work for the South Dogtrack Drainage Design Project.

a) Contractor Deliverables: This sub-task includes the engineering contractor producing the preliminary design package to Escambia County to include conceptual design plans, easement and property acquisition plan, and associated work referenced in the above tasks.

b) RESTORE Staff Deliverables: This sub-task includes the project manager producing the final documents to be produced internally including the Best Available Science Review, the Evaluation of Current Local Ordinances and Recommended Updates, and the Success Criteria.

c) Identify Funding Sources: This sub-task includes exploring potential funding sources to fund the implementation of the project.

d) Grant Management: This sub-task includes the necessary steps to manage the grant award, such as reporting and closeout, with the U.S. Department of Treasury and will be completed internally.

This task will take approximately six months.

## 2. Budget Justification

Direct Component: Will fund the planning, design, and permitting of the project.

Other Funding: N/A

*Personnel and Fringe Total: $18,181.82*
The following positions will be County employee positions. Escambia County has a 35% fringe rate:

Environmental Project Coordinator - The Environmental Project Coordinator is responsible for managing the administration of tasks 1-5 and the South Dogtrack Drainage Design project including document review and approval, attending regular coordination meetings, and providing updates to the Board of County Commissioners. The Project Coordinator will also be responsible for making sure Escambia County is compliant with the RESTORE Act and 2 CFR 200, documenting all tasks, and reporting and monitoring the grant. These costs are necessary to ensure the timely, accurate, and cohesive completion of all activities required of the South Dogtrack Drainage Design Project.

Hourly (104 weeks, estimate of 4.76 hours per week @ $22.48/hr) = $11,129.21
Fringe: $7.87/hr = $3,896.21
Environmental Project Coordinator Total: $15,025.42

RESTORE Program Manager – The RESTORE Program Manager is responsible for oversight, supervision, and assistance of grant administration of tasks 1-5.

Hourly (104 weeks, estimate of 1.00 hour per week @ $22.48/hr) = $2,337.92
Fringe: $7.87/hr = $818.48
RESTORE Program Manager Total: $3,156.40

*Equipment greater than $5,000: $0.00*

*Supplies Total: $0.00*

*Contractual Costs Total: $200,000.00*
Escambia County will competitively procure architecture and engineering services for the planning and conceptual design of the South Dogtrack Drainage Design Project. The selected contractor will be awarded funds to carry out defined portions in Tasks 2-5.

*Construction Costs Total: $0.00*

*Administrative/Indirect Costs Total: $21,818.18*
Escambia County has consulted with and received a letter from the U.S. Department of Housing and Urban Development (HUD) approving an indirect cost rate agreement of 10% (attached). Therefore, 10% is being utilized to calculate the administrative/indirect costs based on the approved cost rate agreement between HUD and Escambia County.

Non-administrative indirect costs (7%) will pay for facilities costs.
Indirect Costs (excluding admin costs): Direct Costs ($) x 7% = $15,272.73

All other items are to be charged to the 3% admin costs. Administrative costs include time spent on oversight and accounting directly related to the South Dogtrack Drainage Design Project for Escambia County staff, including the Department of Natural Resources Management Director, Department of Natural Resources Management Administrative Assistant, Water Quality and Land Management Division Manager, Public Information Officer, Finance Director, and Accounting Technician.

Admin Costs: Direct Costs ($) x 3% = $6,545.45

*Other RESTORE Act funds: $0.00*

*Other federal funds: $0.00*

*Other state or local funds: $0.00*

*Other private funds: $0.00*

***Total Request: $240,000.00***

## 3. The Applicant's Selection and Oversight of Contractors, if applicable

## (b) For non-State applicants:

### *Nature of the work to be contracted out and the expected number of contracts to be awarded;*

It is expected one contract will be awarded. The solicitation for the South Dogtrack Drainage Design will include the conceptual planning and design of the stormwater retention and treatment features and stream restoration. The scope of work will include tasks such as surveying, stormwater best management practices, regular coordination meetings, conceptual rendering, draft design, final design, and easement and property acquisition plan.

### *Procurement method(s) allowable under 2 CFR 200.320 that will be used for the procurement of the contractor(s);*

The Escambia County Procurement Policies and Procedures can be found here: https://myescambia.com/our-services/purchasing/purchasing-policies-and-procedures. All policies and procedures are compliant with 2 CFR 200 and have been verified by auditors from the U.S. Treasury ORG. The contract will be competitively procured as outlined in 2 CFR 200.320 (d).

### *Applicant's plan for monitoring contractor performance and compliance.*

The Environmental Project Coordinator will be responsible for monitoring the contractor's performance and compliance. The selected contractor will provide weekly updates and monthly written progress reports to the Project Coordinator. It is expected that the Environmental Project Coordinator and contractor will work closely on many of the tasks.

# RESTORE ACT

## FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

## U.S. Department of the Treasury

## August 2017

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# RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

## PREFACE

The grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury");
2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions");
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program-Specific Terms and Conditions");
4. The approved application, including all documents, certifications, and assurances that are part of the approved application;
5. The approved scope of work;
6. The approved budget; and,
7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions").

The recipient must comply, and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Guidance for Grants and Cooperative Agreements (2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012)), Treasury's RESTORE Act regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), codified at 31 C.F.R. Part 34)), and/or 2 C.F.R. Part 200.

## A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions in this Section A:

### 1. Administrative Costs

a. Administrative costs are defined at 31 C.F.R. § 34.2.

b. Under no circumstances may the recipient use more than three percent of the Award funds received for administrative costs. Administrative costs do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414. Costs borne by subrecipients do not count toward the three percent cap.

c. Up to 100 percent of program income may be used to pay for allowable administrative costs, subject to the three percent cap.

### 2. Oil Spill Liability Trust Fund

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

### 3. Remedies for Noncompliance

a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs other than Direct Component activities, projects, or programs, until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.

b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

## B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions in this Section B:

### 1. Allowable Costs

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

a. Construction, including the alteration, repair, or rehabilitation of existing structures. Facilities costs are allowable as indirect costs in a federally approved negotiated indirect cost rate.

b. Acquisition of land or interests in land.

### 2. Notifications

a. If the selection of a Center or Centers of Excellence occurs after the start date of this Award, the recipient must promptly inform Treasury of the following:

   i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;

   ii. The DUNS Number of the entity;

   iii. Location of the entity;

   iv. Discipline or disciplines assigned to the Center of Excellence;

   v. Description of the actual public input process undertaken, including a summary of any comments received and a description of how they were addressed; and

   vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.

b. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence, or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

### 3. Performance Reports

In addition to the reporting requirements in Section D, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the consortium members. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

## C FINANCIAL REQUIREMENTS

### 1. Applicable Regulations

This Award is subject to the following federal regulations and requirements. This list is not exclusive:

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements.

b. Treasury's RESTORE Act regulations, 31 C.F.R. Part 34.

c. Governmentwide Debarment and Suspension, 31 C.F.R. Part 19.

d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

e. New Restrictions on Lobbying, 31 C.F.R. Part 21.

f. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.

g. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175.

### 2. Scope of Work

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

### 3. Period of Performance: Pre-award Costs

The recipient must use funds obligated and disbursed under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs incurred prior to the effective date of this Award, which are allowable only if:

a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;

b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and

c. These costs would have been allowable if incurred after the date of the award.

### 4. Indirect Costs

a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, subpart E (*Cost Principles*).

b. Indirect costs charged must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.19) and must be included in the recipient's budget.

c. Unallowable direct costs are not recoverable as indirect costs.

d. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:

   i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,

   ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

**5. Cost Sharing and Budget Limitations**

a. The recipient is not required to contribute any matching funds.

b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

**6. Program Income**

Any program income (defined at 2 C.F.R. § 200.80) generated by the recipient or the subrecipient during the period of performance of the award or subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e. solely to accomplish the approved scope of work.

**7. Incurring Costs or Obligating Federal Funds Beyond the Expiration Date**

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs which are authorized for a period up to 90 days following the end of the period of performance are those strictly associated with close-out activities. Close-out activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 90-day closeout period.

**8. Tax Refunds**

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

**9. Subawards**

a. If the recipient is permitted to make subawards under this award, the recipient must execute a legally binding written agreement with the subrecipient. This agreement must incorporate all the terms and conditions of this Award, including any Special Award Conditions, and must include the information at 2 C.F.R. § 200.331. The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200.

b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, federal regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.331(b).

c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and to ensure that performance goals are achieved.

d. The recipient must provide training and technical assistance to the subrecipient as necessary.

e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.

f. If lower tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower tier subawards, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.

g. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards.

    i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.

    ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.

    iii. A recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.

    iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

## D RECIPIENT REPORTING AND AUDIT REQUIREMENTS

### 1. Financial Reports

a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 90 days after the end of the period of performance.

b. In the remarks section of each SF-425 submitted, the recipient must describe by budget category the use of all funds received.

c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.

d. The recipient must submit all financial reports via http://www.GrantSolutions.gov, unless otherwise specified by Treasury in writing.

### 2. Performance Reports

a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 90 days following the end of the period of performance.

b. The recipient must submit all performance reports in (a) above, via http://www.GrantSolutions.gov, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:

i. SF-PPR: In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:

a) In Section B-1:

1) Summarize activities undertaken during the reporting period;

2) Summarize any key accomplishments, including milestones completed for the reporting period;

3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and

4) If the recipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief

description of the scope of work.

b) In Section B-2:

1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and

2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.

2) For subawards, indicate whether the subrecipient submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and

3) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.

iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

**3. <u>Interim Reporting on Significant Developments per 2 C.F. R. § 200.328(d)</u>**

a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions become known:

i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

b. The recipient must:

i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act component, including the Comprehensive Plan Component and Spill Impact Component.

ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.

iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award, and include the name and DUNS number for the subrecipient or contractor, and the total amount of the contract or subaward.

**4. Audit Requirements**

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

**5. Operational Self-Assessment**

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The recipient must submit the *Operational Self-Assessment* electronically to restoreact@treasury.gov, unless otherwise specified in writing by Treasury. The form may be downloaded at https://www.treasury.gov/services/restore-act/Pages/Direct%20Component/DirectComponent.aspx.

## E FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

**1.** Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:

a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;

b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act.

d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015).

e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.

f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

**2.** The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.

**3.** The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and the Treasury Inspector General, followed by submitting a proposed mitigation plan to Treasury.

**4.** The recipient must take reasonable measures to safeguard protected personally identifiable information (PII) consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

## F RECORDS RETENTION REQUIREMENTS

**1.** The recipient must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

b. Copies of all subawards, including the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms);

c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients);

d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;

e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and

f. Any reports, publications, and data sets from any research conducted under this Award.

**2.** If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

**3.** If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.333.

**4.** If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

## G THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

### 1. Access to Records

a. Treasury, the Treasury Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).

c. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the

contractor make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section F above).

2. **Access to the Recipient's Sites.**

The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

## H AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's RESTORE Act regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.
2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.
3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.
4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.
5. Requirements applicable to recipients that are states: Payment methods of state agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.
6. Requirements applicable to recipients that are not states: The recipient must minimize

the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.

**7.** Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).

**8.** The recipient must maintain advances of federal funds in interest bearing accounts, unless one of the following conditions applies:

a. The recipient receives less than $120,000 in federal awards per year;

b. The best reasonably available interest bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances; or

c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

**9.** On an annual basis, the recipient must remit interest earned on federal advance payments deposited in interest-bearing accounts to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to $500 per year may be retained by the recipient and used for administrative costs.

## I EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

## J NOTIFICATIONS AND PRIOR APPROVALS

### 1. Notifications

In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever any of the following is anticipated or occurs:

a. A vacancy or change to key personnel listed in the application.

b. Any termination of a subaward prior to the expiration of the agreement with the subrecipient.

c. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must

provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

**2. Prior Approvals**

a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:

i. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);

ii. A need to extend the period of performance;

iii. A need for additional federal funds to complete the activity, project, or program;

iv. The transfer of funds among direct cost categories or programs, functions, and activities if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;

v. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award.;

vi. Any transfer between the non-construction and construction activities; and

vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award.

b. If requesting a no-cost extension to this Award, the request must be made no less than 30 days prior to the end of the period of performance for this Award. Any extension of the period of performance requires prior written approval from Treasury.

## K PROPERTY

**1. General Requirements**

a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through § 200.316 for real property, equipment, supplies, and intangible property. The recipient must also comply with the RESTORE Act requirements concerning the acquisition of land and interests in land at 31 C.F.R. § 34.803.

b. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

**2. Supplies and Equipment**

a. Requirements that are applicable to recipients that are states:

i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and

procedures.

ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.

b. Requirements that are applicable to recipients that are not states:

i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than $5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than $5,000 per unit or a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

## L AMENDMENTS AND CLOSEOUT

### 1. Amendments

a. The terms of this Award may be amended with the written approval of the recipient and Treasury.

b. Treasury reserves the right to amend the terms of this Award if required by federal law or regulation.

c. Amendments must be requested in writing, and must include an explanation for the reason this Award should be amended.

### 2. Closeout

a. Treasury will close out this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.

Within 90 calendar days after the end of the period of performance, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report, unless the recipient requests, and Treasury approves, an extension.

b. The recipient must liquidate all obligations incurred under this Award not later than 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension.

c. The recipient must promptly refund any balances of unobligated cash that

Treasury paid.

d. Within 90 days after receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.

f. The closeout of this Award does not affect any of the following:

i. The right of Treasury to disallow costs and recover funds on the basis of a later audit or other review;

ii. The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

iii. The recipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

## M REMEDIES FOR NONCOMPLIANCE

**1.** If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):

a. Impose additional Special Award Conditions such as:

i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests,

ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report,

iii. Requiring additional activity, project, or program monitoring,

iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance, and/or

v. Establishing additional actions that require prior approval;

b. Temporarily withhold payments pending correction of the noncompliance;

c. Disallow from funding from this Award all or part of the cost of the activity or action not in compliance;

d. Wholly or partly suspend or terminate this Award;

e. Withhold additional Awards; and/or

f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.

Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

**2.** In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to

Treasury, and Treasury will issue a final determination.

3. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.

4. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.339. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.339. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.

5. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. Part 180.

6. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

## N DEBTS

1. **Payment of Debts Owed the Federal Government**

   a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.

   b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

   c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.

   d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.

   e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

   f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

**2. Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs**

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

## O NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

**1. Statutory Provisions**

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

f. Any other applicable non-discrimination law(s).

**2. Regulatory Provisions**

a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Treasury Title IX regulations, 31 Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities.

**3. Other Provisions**

a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

**4. Title VII Exemption for Religious Organizations**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

**5. Protections for Whistleblowers**

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency;

f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

## P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed $25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at http://www.sam.gov.
2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
3. The recipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

## Q DRUG FREE WORKPLACE

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

## R LOBBYING RESTRICTIONS

1. **Lobbying Restrictions**
   a. Solely for the purposes of Section R of these Standard Terms and Conditions, "recipient" is used as defined at 31 C.F.R. § 21.105(0). Solely for the purposes of Section R of these Standard Terms and Conditions, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.
   b. All recipients must comply with the provisions of 31 U.S.C. § 1352, as amended, and with regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

2. **Certification**
   a. Each person who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.
   b. The certification shall be filed pursuant to 31 C.F.R. § 21.100(a) and (b).
   c. Any subrecipient, at any tier, who receives a subaward exceeding $100,000 under

this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

d. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding $100,000 under this award, shall file with the tier above them a certifications, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

e. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

**3. <u>Disclosure of Lobbying Activities</u>**

a. The award recipient of this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with Treasury disclosure form SF-LLL, set forth in Appendix B of 31 CF.R. Part 21, if that award recipient is paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant.

b. Every recipient of a subaward under this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

c. Every recipient of a contract or subcontract under this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

d. Every SF-LLL disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an

erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required disclosure, the United States may pursue all available remedies, including those authorized by 31 US.C. § 1352,

e. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which "materially affect" the accuracy of information already reported include:

    i. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

    ii. A change in the persons(s) influencing or attempting to influence; and/or

    iii. A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,

f. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

g. The award recipient must include a statement in all subaward, contracts and subcontracts exceeding $100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,

h. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient with 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

## S PROCUREMENT

**1.** The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**2.** When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

**3.** Requirements applicable to recipients that are states: When executing procurement

actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards,* as well as any other provisions required by law or regulations.

**4.** Requirements applicable to recipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*.

**5.** The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will forward all requests to Treasury's Office of General Counsel for review before making a decision. Treasury will notify the recipient in writing of the final determination.

## T RESEARCH INVOLVING HUMAN SUBJECTS

**1.** No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.

**2.** Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

**3.** The recipient must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:

a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;

b. Documentation to support an exemption for the project;

c. Documentation to support deferral for an exemption or IRB review; or

d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

**4.** No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

## U ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive

orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
20. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
21. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24,1977, as amended by EO 12608
22. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
23. Coral Reef Protection, EO 13089Invasive Species, EO 13112

## V MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. **Prohibition Against Assignment by the Recipient**

   Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. **Disclaimer Provisions**

   a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.

   b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. **Prohibited and Criminal Activities**

   a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).

   b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.

   c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.

   d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs

   e. Copeland “Anti-Kickback” Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland “Anti-Kickback” Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. **Political Activities**

   The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. **American-Made Equipment and Products**

   The recipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this

Award.

**6. Increasing Seat Belt Use in the United States**

Pursuant to EO 13043, the recipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

**7. Minority Serving Institutions (MSIs) Initiative**

Pursuant to EOs 13555 and13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html.

**8. Research Misconduct**

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

**9. Care and Use of Live Vertebrate Animals**

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

**10. <u>The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175</u>**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity*.

1. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—

    i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;

    ii. Procure a commercial sex act during the period of time that this Award is in effect; or

    iii. Use forced labor in the performance of this Award or subawards under this Award.

2. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —

    i. Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or

    ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

        A. Associated with performance under this Award; or

        B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 31 C.F.R. Part 19.

b. *Provision applicable to a recipient other than a private entity*. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or

2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

    i. Associated with performance under this Award; or

    ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 31 C.F.R. Part 19.

c. *Provisions applicable to any recipient*.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:

   i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

   ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.

3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.

d. *Definitions*. For purposes of this award term:

1. "Employee" means either:

   i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or

   ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

   i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

   ii. Includes:

      A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

      B. A for-profit organization

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

**11. <u>The Federal Funding Accountability and Transparency Act of 2006, as amended, (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)</u>**

a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.

b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. This information is available at www.USASpending.gov. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (*i.e.*, prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed at

http://www.USASpending.gov.

c. Recipients of RESTORE Act funding are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The recipient is required to file a FFATA subaward report by the end of the month following the month in which the recipient makes any subaward greater than or equal to $25,000. This includes any action that brings the cumulative total award to $25,000 or more. This report must be filed electronically at http://www.fsrs.gov.

d. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, by the end of the month following the month in which this Award is made, and annually thereafter if—

   i. The total federal funding authorized to date under this Award is $25,000 or more; and

   ii. In the preceding fiscal year, the recipient received—

      1) 80 percent or more of annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. § 170.320 (and subawards); and

      2) $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. 170.320 (and subawards); and

   iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

e. The recipient must report on the total compensation of its subrecipients' five most highly compensated executives, as required by FFATA, and must include provisions in every executed contract or agreement with affected subrecipients requiring the subrecipient to provide all information necessary for the recipient to report on subrecipient executive compensation. The recipient must report on subrecipient executive compensation by the end of the month following the month during which the recipient makes the subaward.

f. The recipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, (CCR)) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at https://www.sam.gov/portal/public/SAM/).

g. If the recipient is authorized to make subawards under this Award, the recipient must notify potential subrecipients that the recipient may not make a subaward to any entity unless that entity has provided its Data Universal Numbering System (DUNS) number to the recipient. A DUNS number is the nine-digit number

established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.

**12. <u>Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance</u>**

a. *General Reporting Requirement*

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the accuracy of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph b. of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. *Proceedings About Which The Recipient Must Report*

The recipient must submit the information required about each proceeding that:

i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
ii. Reached its final disposition during the most recent five year period; and
iii. Is one of the following:

1) A criminal proceeding that resulted in a conviction, as defined in paragraph e. of this award term and condition;
2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
3) An administrative proceeding, as defined in paragraph e. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
4) Any other criminal, civil, or administrative proceeding if:

a) It could have led to an outcome described in paragraph b.iii. 1), 2), or 3) of this award term and condition;
b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this award term and condition.

The recipient does not need to submit the information a second time under assistance awards that the recipient received if they already provided the information through SAM because they were required to do so under Federal procurement contracts that they were awarded.

d. *Reporting Frequency*

During any period of time when the recipient is subject to the requirement in paragraph1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that they have not reported previously or affirm that there is new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. *Definitions*

For purposes of this award term and condition:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.,* Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**13. <u>Publications and Signage</u>**

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language: “This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act).” Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: “The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury.”

**14. Homeland Security Presidential Directive 12**

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this Section V.14. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in the section below. The recipient must insert the following term in all subawards and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.

b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:

   i. When no longer needed for subaward or contract performance;

   ii. Upon completion of the subrecipient or contractor employee's employment; or

   iii. Upon subaward or contract completion or termination.

**15. Foreign Travel**

a. The recipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.

b. The recipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.

c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website http://www.gsa.gov/portal/content/103191. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website http://www.state.gov/e/eeb/tra/.

e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from the Treasury. When requesting such approval, the recipient must provide a justification in accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

**16. Export Control**

a. This clause applies to the extent that this Award involves access to export-controlled items.

b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

c. Definitions:

i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.

ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. §

734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.

d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.

e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.

f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

g. Compliance with this Section V.15 will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.

h. The recipient shall include this clause, including this paragraph (i), in all lower tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

## SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT FOR ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

### W ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

**1. Compliance with State, Local and Federal Requirements**

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or other critical event.

**2. Title**

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way and easements necessary for the completion of the project.

3. **Permitting Requirements**

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project.

4. **Federal Interest in Real Property**

"Federal interest" refers to real property that is acquired or improved, in whole or in part, with RESTORE Act Direct Component funds, which must be held in trust by the Recipient for the benefit of the project for the Estimated Useful Life of the project, during which period Treasury retains an undivided equitable reversionary interest in the real property (i.e., the "federal interest").

5. **Estimated Useful Life**

Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury, during which Treasury anticipates obtaining the benefits of the project pursuant to project purposes authorized by the RESTORE Act. For this award the recipient has proposed an Estimated Useful Life from the date of construction completion. Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property improved, in whole or in part, with the Treasury investment.

If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

6. **Commencement of Construction**

The recipient should not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and all necessary permits have been obtained, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

7. **Use of Real Property**

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this

award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

**8. <u>Recording the Federal Interest in the Real Property</u>**

To document the federal interest, the recipient agrees to prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, to ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with federal assistance funds. See 2 C.F.R. § 200.316. This Covenant does not establish a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates an interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

a. The Covenant must be satisfactory in form and substance to Treasury, must include the name and current address of the recipient and subrecipient (if applicable), the grant award number, amount and date of award and subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act; that it will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the recipient/subrecipient takes without the written permission of Treasury.

b. The recipient agrees to provide to Treasury an attorney's title opinion as to the title owner of the property, and to properly record, in accordance with applicable law, the Covenant in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.

c. Treasury requires an opinion of counsel for the recipient to substantiate that the document has been properly recorded.

d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.

e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.

f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished and the federal government has no further interest in the real property.

**9. Administration, Operation and Maintenance**

The recipient agrees to administer, operate, and maintain the project for its Estimated Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

a. Strikes or work stoppage;

b. Floods, earthquakes, or other natural disasters; terrorist acts; and

c. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

**10. Reporting Requirement**

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years of a federal award and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of the award, and are due no later than 30 days following the end of the reporting period.

**11. Insurance**

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

**12. Bonding**

a. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury

determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows: A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**13. Floodplain Requirements**

In accordance with 44 C.F.R. Part 9, prior to Treasury's authorization to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury's satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury's authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.

b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

**14. Goals for Women and Minorities in Construction**

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of $10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

a. The goal for participation of women in each trade area must be as follows: From April 1, 1981, until further notice: 6.9 percent;

b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,

c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-6.

**15. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms**

The recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) — (e) of this paragraph.

**16. Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)**

Davis-Bacon Act-related provisions are applicable for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C § 1292; or for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, all prime construction contracts in excess of $2,000 awarded by the non-Federal entity must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must

be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition contracts must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to Treasury. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to Treasury.

**17. <u>Equal Opportunity Clause</u>**

Pursuant to 41 C.F.R. § 60-1.4(b), Federally assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, [t]he [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

***41 C.F.R. § 60-1.4 Equal opportunity clause.***

*During the performance of this contract, the contractor agrees as follows:*

*(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:*

*Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*

*(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*

*(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which*

*an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.*

*(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

*(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

*(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

*(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

*(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:*

*Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.*

*The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.*

*The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.*

*The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.*

**18. <u>Revised ADA Standards for Accessible Design for Construction Awards</u>**

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14168** **County Administrator's Report 11. 7.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 06/07/2018
**Issue:** Supplemental Budget Amendment #114 - Law Enforcement Trust Funds
**From:** Stephan Hall, Budget Manager
**Organization:** Asst County Administrator - Lovoy
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #114 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #114, Law Enforcement Trust Fund (121), in the amount of $211,783, to recognize additional revenues from various law enforcement activities, and to appropriate these funds into the Sheriff's Law Enforcement Trust (LET) Fund Budget, pursuant to Florida Statute 932.7055, to pay vouchers submitted for payment to various outside agencies and related Law Enforcement activities for the remainder of the Fiscal Year 2017/2018.

## BACKGROUND:

Per F.S. 932.7055, 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.

## BUDGETARY IMPACT:

This amendment will increase Fund 121 by $211,783.

## LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

## PERSONNEL:

N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

## IMPLEMENTATION/COORDINATION:

N/A

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### Attachments

SBA # 114

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**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, The Escambia Sheriff's Department has received additional revenues from various law enforcement activities, and these funds must be recognized and appropriated into the Sheriff's LET Budget.**

**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:**

| Law Enforcement Trust Fund | 121 |
|---|---|
| **Fund Name** | **Fund Number** |

| Revenue Title | Fund Number | Account Code | Amount |
|---|---|---|---|
| Law Enforcement Trust | 121 | 359005 | 211,783 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **Total** | | | **$211,783** |

| Appropriations Title | Cost Center | Account Code/ Project Number | Amount |
|---|---|---|---|
| Aids to Private Organizations | 121/540103 | 58201 | 211,783 |
| | | | |
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| | | | |
| **Total** | | | **$211,783** |

**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: 2018.05.09 12:25:24 -05'00'

**OMB Approved**

**Supplemental Budget Amendment**
#114

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14188** **County Administrator's Report 11. 8.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 06/07/2018
**Issue:** SBA # 115 - Sheriff's Off-Duty Officer Reimbursement, Insurance Proceeds, Auto Repairs, & Misc. Fees
**From:** Stephan Hall, Budget Manager
**Organization:** Asst County Administrator - Lovoy
**CAO Approval:**

## RECOMMENDATION:
Recommendation Concerning Supplemental Budget Amendment #115 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #115, General Fund (001), in the amount of $53,116, to recognize the Sheriff's off-duty officer, insurance proceeds, auto repairs, firing range, and miscellaneous reimbursements/fees and to appropriate these funds into the Sheriff's Administrative Budget to offset operational expenses.

## BACKGROUND:
The Sheriff's Department has received off-duty officer, insurance proceeds, auto repairs, firing range, and miscellaneous costs reimbursements/fees associated with providing law enforcement and related services in Escambia County totaling $53,611, which will be placed into the Sheriff's General Fund Budget to off-set programmatic costs.

## BUDGETARY IMPACT:
This amendment will increase Fund 001 (General Fund) by $53,116.

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

## PERSONNEL:
N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA # 115

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**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 County Budget.**

**WHEREAS, the Escambia County Sheriff has received reimbursement proceeds from expenses incurred by the Sheriff's Department, including reimbursement for off-duty officer employment expenses, insurance proceeds, auto repairs, firingrange and public records requests. These funds must now be and appropriated back into the Sheriff's operating budget.**

**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:**

| General Fund | 001 |
|---|---|
| **Fund Name** | **Fund Number** |

| Revenue Title | Fund Number | Account Code | Amount |
|---|---|---|---|
| Miscellaneous Sheriff Fees | 001 | 369939 | $50,899 |
| Insurance Proceeds | 001 | 369008 | 2,168 |
| Firing Range | 001 | 347532 | 50 |
| | | | |
| | | | |
| | | | |
| **Total** | | | **$53,116** |

| Appropriations Title | Fund Number/Cost Center | Account Code/ Project Number | Amount |
|---|---|---|---|
| Operating Expenses | 001/540101 | 59703 | $53,116 |
| | | | |
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| | | | |
| **Total** | | | **$53,116** |

**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: 2018.05.15 10:02:49 -05'00'

**OMB Approved**

**Supplemental Budget Amendment**
#115

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14213** **County Administrator's Report 11. 9.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 06/07/2018
**Issue:** Federally-Funded Subaward and Grant Agreement for 1000 Pinoak Lane Acquisition, Demolition, and Open Space Conversion Project
**From:** Joy Jones, Director
**Organization:** Public Works
**CAO Approval:**

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## RECOMMENDATION:

Recommendation Concerning the United States Department of Homeland Security, Federal Emergency Management Agency, and the State of Florida, Division of Emergency Management, Hazard Mitigation Grant Program for 1000 Pinoak Lane Acquisition, Demolition, and Open Space Conversion Project - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the Federally-Funded Subaward and Grant Agreement #18HM-H4-01-27-01-XXX, Project #4177-29-R, between the State of Florida Division of Emergency Management (FDEM), for the 1000 Pinoak Lane Acquisition, Demolition, and Open Space Conversion Project:

A. Approve and Authorize the Chairman to execute the Federally-Funded Subaward and Grant Agreement #18HM-H4-01-27-01-XXX, Project #4177-29-R, for the 1000 Pinoak Lane Acquisition, Demolition, and Open Space Conversion Project;

B. Authorize staff to pursue acquisition of 1000 Pinoak Lane, subject to Legal review and sign-off, including any Agreements, Easements, Hold Harmless Agreements, or other documents of conveyance, as may be required from the property owner designated in the Grant Agreement; and

C. Authorize the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and program-related documents for this project that do not alter the finite terms of funding amounts or budgets.

[Funding: Funding for the project is 100% Federal funding, due to leveraged funds

from the Beach Haven Northeast Phase 1 Project that provides 100% Federal funding as a global match, under FDEM Non-Financial Agreement #FDEM No. 16NF-00-01-27-01-453, for all Escambia County 4177 disaster declaration Hazard Mitigation Grant Program (HMGP) projects]

This property is located in Commission District 5.

**BACKGROUND:**

At a regularly-scheduled meeting on February 19, 2015, the Board authorized application submittal of several Hazard Mitigation Grant Program (HMGP) projects, including the Pinoak Lane project. The south end of Pinoak Lane floods during normal rain events and is impassable during extreme rain events. Jack's Branch Basin Study provided a flooding solution (recommendation Q10) - to extend an alternate roadway connection to Quintette Road to the north. The residential lot at 1000 Pinoak Lane, located in the floodplain, has suffered documented, repetitive flooding. The HMGP grant application submitted for this project included support documentation for a north roadway extension, restoration of the floodplain at the south end of Pinoak Lane, property acquisitions to support the project, and acquisition of one residential lot at 1000 Pinoak Lane.

In March 2017, FDEM submitted an HMGP agreement to Escambia County for implementation. Unfortunately, a new owner at the north end of Pinoak Lane was unwilling to be a participant in the project grant. Staff exhausted all measures to identify other property owners willing to sell property for a new roadway extension.

In August 2017, staff resubmitted a request to FDEM to revise the project scope of work to include only acquisition, demolition, and open space conversion of the property located at 1000 Pinoak Lane. This Federally-Funded Subaward and Grant Agreement #18HM-H4-01-27-01-XXX, Project #4177-29-R, is FDEM's response to the resubmittal request and provides federal funding for 1000 Pinoak Lane Acquisition, Demolition, and Open Space Conversion.

This grant is 100% federally funded. Funding match was leverage as a global match under the Beach Haven Northeast Phase 1 project. This Grant Agreement will reimburse Escambia County $397,400.00, as specified.

**BUDGETARY IMPACT:**

Funding for the project is 100% federal funding, due to leveraged funds from Beach Haven Northeast Phase 1 Project that provides 100% federal funding as a global match, under FDEM non-financial agreement #FDEM No.16NF-00-01-27-01-453, for all Escambia County 4177 disaster declaration HMGP projects.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office has reviewed the agreement and signed off for legal sufficiency, and has requested that the Board be made aware of the agreement language in Section 22, Mandated Conditions, Subsection (b) that, *"This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of the agreement shall be in the Circuit Court of Leon County."*

**PERSONNEL:**

Public Works Department / Engineering Division staff will manage this grant.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy Section 11.A requires Board approval of grants.

**IMPLEMENTATION/COORDINATION:**

Public Works Department / Engineering Division staff will also administer the grant, as required by the contract agreement.

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**Attachments**

HMGP Grant Agreement
BCC minutes 02-19-15

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**Agreement Number:** 18HM-H4-01-27-01-XXX

**Project Number:** 4177-29-R

**FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT**

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

| | |
|---|---|
| Sub-Recipient's name: | Escambia County BOCC |
| Sub-Recipient's unique entity identifier: | F59-6000598 |
| Federal Award Identification Number (FAIN): | FEMA-DR-4177-FL |
| Federal Award Date: | March 8, 2018 |
| Subaward Period of Performance Start and End Date: | Upon Execution thru March 31, 2020 |
| Amount of Federal Funds Obligated by this Agreement: | $397,400.00 |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | $397.400.00 |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity | $397,400.00 |
| Federal award project description (see FFATA): | Escambia County BOCC – Acquisition and Demolition |
| Name of Federal awarding agency: | Federal Emergency Management Agency |
| Name of pass-through entity: | FL Division of Emergency Management |
| Contact information for the pass-through entity: | Velma.noel@em.myflorida.com |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name: | 97.390 Hazard Mitigation Grant Program |
| Whether the award is R&D: | N/A |
| Indirect cost rate for the Federal award: | N/A |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Escambia County BOCC, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Velma Noel, Project Manager
Bureau of Mitigation
Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809-5631
Telephone: (850) 815-4571
Email: Velma.noel@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Chris Curb, Engineering Manager – Stormwater
Escambia County BOCC
3363 West Park Place
Pensacola, Florida 32505
Telephone: (850) 595-3419
Email: cacurb@co.escambia.fl.us

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on March 31, 2020, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is $397,400.00.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)<u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of <u>five</u> (5) fiscal years from the date of

completion of grant cycle or project. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three,

basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11)<u>AUDITS</u>

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 C.F.R.

§200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the

notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19)<u>ATTACHMENTS</u>

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22)MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in

excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23)LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24)COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory

assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27)COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

> i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
>
> ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT:** **Escambia County BOCC**

By: _____

Name and Title: Jeff Bergosh, Chairman

Date: _____

FID#: 59-6000598

Attest: Pam Childers
Clerk of Circuit Court

_____
Deputy Clerk

This Document approved as to
from and legal sufficiency
By: Kristin Hual
Title: Senior Attorney
Date: 5/7/18

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Michael Kennett, Deputy Director

Date: _____

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant
Catalog of Federal Domestic Assistance title and number: 97.039
Award amount: $ 397,400.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
    - Acquisition of hazard prone properties

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

**Attachment A**

**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work (SOW) is to acquire/demolish a single-family residence in Cantonment, Escambia County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4177-29-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Escambia County, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes. All acquisitions activities shall be voluntary and conducted in compliance with 44 CFR Part 80.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to acquire and demolish the single -family residence at 1000 Pinoak Lane, Cantonment Florida, 32533, (30.640678, -87.338417).

The proposed scope of work includes the acquisition, demolition of the structure and infrastructure to return the land to natural open space with Deed Restriction. The project provides a solution for continuous flooding of the Pinoak Lane.

The project shall provide protection against a 100-year storm event.

**TASKS & DELIVERABLES:**

**A) Tasks**

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

The Sub-Recipient shall provide executed contracts with contractors and/or subcontractors to the Division.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

2) The Sub-Recipient shall monitor and manage the acquisition of property subjected to or in danger of repetitive damage. The project shall be implemented in accordance with the approved scope of work previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   The project consists of the general construction and furnishing of all materials, equipment, labor and fees to acquire and demolish property.

   The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   A qualified and licensed Florida contractor shall complete construction activities. The professional of record shall monitor all construction activities. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

   a) Local Building Official Inspection Report, Local Permits, Certificate of Completion, Lead-based paint report, and Final Approval, as applicable.

   b) Letter from corresponding entities certifying the termination of any utilities. This may include but is not limited to decommissioning of septic systems and potable water wells.

   c) Copy of Warranty Deeds

   d) Letter verifying compliance with the National Historic Preservation Act, to include if archaeological materials or human remains were encountered during project activities, if so, how they were handled.

   e) Letter verifying if any significant items (or evidence thereof) were discovered during implementation of the project, and that the Sub-Recipient handled, managed, and disposed of petroleum products, hazardous materials, and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state, and federal agencies.

   f) Letter verifying if any asbestos containing material, lead-based paint, or other toxic materials were found during construction activities, and that the Sub-Recipient complied with all federal, state, and local abatement and disposal requirements. Notice of Demolition or Asbestos Renovation forms and confirmation that any ACM were taken to an authorized landfill for such materials shall be provided if applicable.

   g) Proof of compliance with Project Requirements and Conditions contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

   The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

   The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation, which may include but not be limited to; cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

   Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

   Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

   The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

   The Division in coordination with the Sub-Recipient, if applicable, shall conduct review and approval of any third party in-kind services. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

   The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

   a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

   b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

   c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

   The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) <u>Deliverables:</u>**

Mitigation Activities consist of acquiring, and demolishing the structure and infrastructure to the property located at 1000 Pinoak Lane, Cantonment, Florida 32533. Land shall be returned to a natural open space with deed restriction.

The completed project shall provide protection against a 100-year storm event.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of commencement, and any local official Inspection Report and/or Final approval, as applicable.
3) The Sub-Recipient should submit a copy of the Warranty Deed.
4) The Sub-Recipient shall provide a copy of any letters issued by the utility companies involved, confirming that all services have been terminated, as applicable.

**D) Environmental:**

1) Sub-Recipient shall follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
3) If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive areas is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant will notify the Florida Division of Historical Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.
4) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies. Verification of compliance is required at project closeout.
5) If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the Sub-Recipient must comply with all federal, state, and local abatement

and disposal requirements. Upon closeout, the Sub-Recipient must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any asbestos containing material (ACM) were taken to an authorized landfill for such materials. Verification of compliance is required at project closeout.

6) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) <u>Programmatic:</u>**

1) The Division and FEMA must approve a change in the scope of work in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191. The Sub-Recipient shall identify and ensure that any duplication of benefits is properly documented and accounted for in the final mitigation offer.

7) If the Sub-Recipient is not the current titleholder of the affected properties, the Sub-Recipients shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the Non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

8) The Sub-Recipient shall ensure that all property acquisition activities are voluntary and conducted in compliance with 44 CFR Part 80. In addition, the Sub-Recipient shall ensure that fair procedures are in place to compensate property owners and tenants affected by this property acquisition. This includes but may not be limited to; determination of property values, the amount of mitigation offers, and the review and resolution of mitigation offer disputes.

9) The Sub-Recipient shall ensure that a title search is conducted on the subject properties. All known encumbrances that are incompatible with open space use shall be revised or extinguished to ensure that each property use in consistent with the open space requirements in 44 CFR Part 80 and applicable guidance.

10) The Sub-Recipient shall obtain a title insurance policy reflecting that all incompatible easements or other encumbrances to the title have been extinguished to demonstrate clear title in conformance with 44 CFR Section 80.17 (b).

11) The Sub-Recipient will comply with the Uniform Relocation Assistance Act and document compliance as appropriate, if applicable.

12) Recording of the deed and required deed restrictions will take place in accordance with State law and within 14 days after the settlement and closing. Sub-Recipient will record each property purchased on the applicable quarterly report

13) The Sub-Recipient shall provide the following documentation for each property:
    a) An executed Declaration and Release Form (FEMA 009-0-3)
    b) An executed Statement of Voluntary Participation Form (FEMA 81-112)
    c) An executed copy of the Model Statement of Assurances for Property Acquisition Projects or an equivalent acceptable to the Division and FEMA.
    d) A recorded copy of the deed conveying full property interest to Escambia County. This deed must include the necessary elements of FEMA's prescribed model deed restrictions.
    e) Project specific information relating to duplication of benefits, as applicable.
14) Documentation demonstrating the market value of each property (pre-event or current, as appropriate) and how the market value was determined.
15) All closeout documentation shall be delivered to the Division 30-days prior to the Period of Performance date.

This is FEMA Project Number **4177-29-R,** is funded under HMGP-4177-DR-FL

FEMA awarded this project on March 08, 2018; the Pre-Award Cost date is February 09, 2015; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on March 31, 2020.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

| | | |
|---|---|---|
| Construction Plan/Technical Specifications: | 2 | Months |
| Title search, Deed Restriction/Recording: | 3 | Months |
| Asbestos Test, Abatement: | 2 | Months |
| Environmental, Permitting, Bidding: | 2 | Months |
| Demolition: | 10 | Months |
| Weather Delays: | 2 | Months |
| Final Inspection/Closeout: | 3 | Months |
| **Total Period of Performance:** | **24** | **Months** |

**BUDGET**

**Line Item Budget***

| | Project Costs | Federal Share |
|---|---|---|
| Labor/Demolition: | $30,000.00 | $30,000.00 |
| Acquisition: | $290,000.00 | $290,000.00 |
| Management Cost: | $20,000.00 | $20,000.00 |
| Pre-Award Cost: | $25,000.00 | $25,000.00 |
| Fees: | $32,400.00 | $32,400.00 |
| **Total Project Costs:** | **$ 397,400.00** | **$ 397,400.00** |

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*This project Global Match is provided by FEMA Project number 4177-09-R.*

*Pre-Award cost approved for February 09, 2015, in the amount of $25,000.00*

**Funding Summary**

| | | |
|---|---|---|
| Federal Share: | $397,400.00 | (100.0%) |
| **Total Project Cost:** | **$ 397,400.00** | **(100.0%)** |

**Attachment B**

**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes

(14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(23) 42 U.S.C. 5154a

**Attachment C**

**Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility(other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

**Attachment D**

**DIVISION OF EMERGENCY MANAGEMENT**

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: Escambia County BOCC

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Acquisition/Demolition PROJECT #: 4177-29-R

PROGRAM: Hazard Mitigation Program CONTRACT #: 18HM-H4-01-27-01-XXX

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

| Eligible Amount 100% (Current Request) | Obligated Federal Amount __% | Obligated Non-Federal __% | **Division Use Only** | |
|---|---|---|---|---|
| | | | Approved | Comments |
| | | | | |
| | | | | |

TOTAL CURRENT REQUEST: $ _____

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

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

**TO BE COMPLETED BY THE DIVISION**

APPROVED PROJECT TOTAL $ _____

ADMINISTRATIVE COST $ _____

APPROVED FOR PAYMENT $ _____

_____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

_____
DATE

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MTIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: Escambia County BOCC PAYMENT #:

PROJECT TYPE: Acquisition/Demolition PROJECT #: 4177-29-R

PROGRAM: Hazard Mitigation Program CONTRACT #: 18HM-H4-01-27-01-XXX

| | REF NO[2] | DATE[3] | DOCUMENTATION [4] | *(Check) AMOUNT* | ELIGIBLE COSTS (100%) |
|---|---|---|---|---|---|
| 1 | | | | | |
| | | | | | |
| 2 | | | | | |
| | | | | | |
| 3 | | | | | |
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| 4 | | | | | |
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| 7 | | | | | |
| | | | | | |
| 8 | | | | | |
| | | | | | |
| 9 | | | | | |
| | | | | | |
| ***This payment represents % completion of the project.*** | | | | ***TOTAL*** | |

*[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
*[3] Date of delivery of articles, completion of work or performance services. (per document)*
*[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

**Attachment E**
**JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: __Escambia County BOCC_____**

**If you are requesting an advance, indicate same by checking the box below.**

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

**If you are requesting an advance, complete the following chart and line item justification below.**

**PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for 90 days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.**

**ESTIMATED EXPENSES**

| **BUDGET CATEGORY/LINE ITEMS (list applicable line items)** | **20___-20___ Anticipated Expenditures for First Three Months of Contract** |
|---|---|
| **For example ADMINISTRATIVE COSTS (Include Secondary Administration.)** | |
| **For example PROGRAM EXPENSES** | |
| **TOTAL EXPENSES** | |

**LINE ITEM JUSTIFICATION** **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

**Attachment F**

**DIVISION OF EMERGENCY MANAGEMENT**
**HAZARD MITIGATION GRANT PROGRAM**
**QUARTERLY REPORT FORM**

***Instructions***: *Complete and submit this form to the appropriate Project Manager within 15 days of each quarter's end date.*

**SUB-RECIPIENT:** Escambia County BOCC **PROJECT #:** 4177-29-R
**PROJECT TYPE:** Acquisition/Demolition **CONTRACT #:** 18HM-H4-01-27-01-XXX
**PROGRAM:** Hazard Mitigation Program **QUARTER ENDING:** _____

**Advance Payment Information**:

Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Provide reimbursement **Projections** for this project (*projections may change*):

**Jul-Sep 20__** $ _____ **Oct-Dec 20__** $ _____ **Jan-Mar 20__** $ _____ **Apr-Jun 20__** $ _____

**Target Dates**:

Contract Initiation Date: _____ Contract Expiration Date: _____

Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? ☐ Yes ☐ No *(If No, please describe under **Issues** below)*

**Percentage** of Work Completed (*may be confirmed by state inspectors*): _____%

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: *(Milestones from Contract with estimated dates)*

| **Milestone** | **Date** |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status**: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional **Comments**/Elaboration:

*NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.*

Person Completing Form: Phone:

***~ To be completed by Division staff ~***

*Date Reviewed:* _____ *Reviewer:* _____

*Actions:*

**Attachment G**

**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

**Attachment H**

## Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

### Subcontractor Covered Transactions

(1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**Escambia County BOCC**
Sub-Recipient's Name

**18HM-H4-01-27-01-XXX**
DEM Contract Number

**4177-29-R**
FEMA Project Number

**Attachment I**

**Federal Funding Accountability and Transparency Act**

**Instructions and Worksheet**

**PURPOSE**: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4177-29-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 397,400.00

OBLIGATION/ACTION DATE: March 8, 2018

SUBAWARD DATE (if applicable): _____

DUNS#: 075079673

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to acquire and demolish the single -family residence at 1000 Pinoak Lane, Cantonment Florida, 32533, (30.640678, -87.338417).

The proposed scope of work includes the acquisition, demolition of the structure and infrastructure to return the land to natural open space with Deed Restriction. The project provides a solution for continuous flooding of the Pinoak Lane.

The project shall provide protection against a 100-year storm event.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):** _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) $25,000,000 or more in annual gross

revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.** For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion _____)

| **Rank** (Highest to Lowest) | **Name (Last, First, MI)** | **Title** | **Total Compensation for Most Recently Completed Fiscal Year** |
|---|---|---|---|
| **1** | | | |
| **2** | | | |
| **3** | | | |
| **4** | | | |
| **5** | | | |

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

**Attachment J**

**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

## APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

### A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

#### *1. Major Functions of an Institution*

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

#### *2. Criteria for Distribution*

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

12. Taking the following action concerning the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Program (HMGP), for the following drainage projects: Bristol Creek/Bristol Park/Ashbury Hills Area Flood Plain Management, Wetland Restoration, and Regional Pond Plan in the Elevenmile Creek Basin - Property Acquisition Plan; Pin Oak Lane; and Old Corry Field Outfall Property Purchase for Flood Plain Management:

A. Authorizing submittal of the following projects and approve the 25% match funding, available in Fund 352, Local Option Sales Tax (LOST) III:

(1) Bristol Creek/Bristol Park/Ashbury Hills Area (Flood Plain Management, Wetland Restoration, and Regional Pond Plan in the Elevenmile Creek Basin - Property Acquisition Plan):

The general intent of this mitigation project is to provide a complete submittal of a HMGP Grant Application for the Bristol Creek/Bristol Park/Ashbury Hills Area. This area flooded as a result of the April 29-30, 2014, storm event, which resulted in negative impacts to public and private infrastructure and private properties, including approximately 160 homes. This Area, located along and within the FEMA flood hazard zone of Elevenmile Creek, has been flooded in multiple previous severe storm events since development in 1988.

The consultant, Hatch-Mott MacDonald, selected through the abbreviated selection process, is tasked with utilizing existing recorded County data, including the conceptual drainage alternatives presented in the Elevenmile Creek Master Plan Basin Study prepared by Hatch-Mott MacDonald in 1994, the updated Study in 1999 after Hurricane Georges, and the most recently updated information in 2008.

(Continued on Page 29)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

12. Continued…

A. Continued…

(1) Continued…

A Property Acquisition Plan for drainage improvements will be prepared with cost estimates and solutions utilizing information provided in the said basin studies, aimed at acquiring funding for the Property Acquisition Plan through the HMGP Grant Program. The HMGP Application will include this Plan, basin study backup documentation, and any other information necessary to secure the maximum amount of HMGP property-acquisition funding that can be secured within the 3-year cycle of the April 2014 event declaration, along with the 25% matching maximum amount the County can feasibly provide. Due to the large scale of this project, property acquisition must be the first step toward implementing drainage improvements for the area.

HMGP Application deadline constraints do not permit design and construction to be considered under this grant cycle. However, staff will pursue and apply for multiple grant opportunities to secure additional funding for this project.

Estimated Cost: $5,000,000 with a 25% County match of $1,250,000, with global match possibility for a reduction to 0% match funding and 100% grant funding (Funding for the 25% match is available in Fund 352, LOST III, for Bristol Creek/Bristol Park/Ashbury Hills Area Flood Plain Management, Wetland Restoration, and Regional Pond Plan in the Elevenmile Creek Basin - Property Acquisition Plan);

(Continued on Page 30)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

12. Continued…

A. Continued…

(2) Pin Oak Lane:

The south end of Pin Oak Lane floods during normal rain events. Jack's Branch Basin Study provides a solution (Recommendation Q10) to extend an alternate roadway connection to Quintette Road to the north. The Grant Application/funding request for this project should include documentation supporting the north roadway extension, restoration of the flood plain at the south end of Pin Oak, property acquisition of several undeveloped lots, and acquisition of one residential lot at 1000 Pin Oak Lane. The residential lot has suffered repetitive flooding as shown on documentation provided by the homeowner. Several other property owners within the flood plain have indicated a willingness to sell their vacant property to the County due to wetland jurisdiction lines and identified flood plain lines that may restrict practical development of these properties. County staff has also contacted property owners at the north end of Pin Oak Lane to discuss the County's Grant Application and intent to acquire property for the north roadway extension to Quintette Road.

The FEMA Flood Insurance Rate Map (FIRM) does not identify this area as a special flood hazard flood area, because the FEMA study did not extend to the area east of Highway 29. However, the Jacks Branch Basin Study does indicate that the south end of Pin Oak Lane is located in the flood plain. FEMA has been notified of this discrepancy through the Water Management District, and the area is currently under study to consider map amendments.

Estimated Cost: $1,500,000 with a 25% County match of $375,000, with global match possibility for a reduction to 0% match funding and 100% grant funding (Funding for the 25% match is available in Fund 352, LOST III, for Pin Oak Lane [Drainage Basin funds]); and

(Continued on Page 31)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

12. Continued…

A. Continued…

(3) Old Corry Field Outfall (Property Purchase for Flood Plain Management (aka Jackson's Creek Property Purchase):

This property purchase is for the Jackson Lakes portion of the approved National Fish and Wildlife Federation (NFWF) Grant for Bayou Chico Restoration approved for funding in December 2014. The NFWF grant does not provide for property acquisition. The Grant Application/funding request for this project should be to utilize the NFWF Grant funding as the Grant match for property acquisition. This project is referenced in the NFWF Grant as Jackson's Creek Stream Restoration and Floodplain Expansion, as it is one of the five projects listed in the Bayou Chico Restoration NFWF Grant. The stream/drainage way is also known as the Old Corry Field Outfall or the Pete Moore ditch. Property immediately adjacent to the north side of the stream/drainage way, located at 121 New Warrington Road, is suitable for restoration and floodplain expansion purposes.

The HMGP Application will focus on securing funding for property acquisition located at 121 New Warrington Road, to support the NFWF Grant for flood plain expansion. The property of interest is owned by the Pugh Family Limited Liability Company, and currently operates as Pensacola Storage Inn, a storage rental facility. This property has flooded repeatedly and is located within the calculated 100-year flood plain.

Estimated cost: $750,000 with a 25% County match of $187,500. However, NFWF funding is expected to be used as a Grant match for a reduction to 0% match funds and HMGP providing for 100% of the project funding (Funding match will be leveraged utilizing the NFWF funds for Bayou Chico Restoration as a global match, for Old Corry Field Outfall Property Purchase for Flood Plain Management);

(Continued on Page 32)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

12. Continued…

B. Authorizing the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and program-related documents for these three projects;

C Authorizing the County Administrator or his designee, subject to Legal review and sign-off, to execute the subsequent Grant Applications for these three projects; and

D. Accepting, subject to Legal review and sign-off, Agreements, Easements, Hold Harmless Agreements, and other documents of conveyance, as may be required from property owners of Escambia County, whose properties are designated as HMGP sites.

13. Taking the following action concerning establishing a Design Team and reorganizing the Transportation and Traffic Operations Division:

A. Authorizing the creation of two Local Option Sales Tax-funded positions, a Design Engineer and a Lead Drafter/Project Coordinator, per the provided job descriptions and organization charts;

B. Authorizing the one-time capital and/or operational expenditure for necessary equipment (Design Team), at approximately $102,742, and the annual recurring software fees for approximately $12,317, per the provided "Design Team Costs" spreadsheet; and

C. Authorizing the reorganization of the Transportation and Traffic Operations Division, per the provided organization charts, and the creation of a Division Manager position, which will be advertised internally to Public Works and will eliminate the vacancy created from internal recruitment, which will result in a net zero increase in full-time employees.

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14170** **County Administrator's Report 11. 10.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 06/07/2018
**Issue:** 2019 LOST IV Public Works Transportation Funds for Pensacola Beach Construction Projects
**From:** Joy Jones, Director
**Organization:** Public Works
**CAO Approval:**

---

## RECOMMENDATION:

Recommendation Concerning 2019 Local Option Sales Tax IV Public Works Transportation Funds for the Casino Beach Parking Lot Expansion Project, the Bob Sikes Pier Improvements Project, and the Pensacola Beach Boulevard Access Road Project - Joy Jones, P.E., Public Works Department Director

That the Board take the following action:

A. Approve the request to advance the 2019 Local Option Sales Tax (LOST) IV Public Works Transportation Funds for the Casino Beach Parking Lot Expansion Project (Phase II of the Pensacola Beach Congestion Management Plan);

B. Approve the request to advance the 2019 LOST IV Public Works Transportation Funds for the National Resource Damage Assessment (NRDA) Bob Sikes Pier Improvements Project; and

C. Approve the request to advance the 2019 LOST IV Public Works Transportation Funds for the Pensacola Beach Boulevard Access Road Project.

[Funding: LOST IV, Public Works Transportation Fund, $2,800,000 ($1,600,000 - Phase II PB CMP and $1,200,000 - Bob Sikes Pier Improvements and Pensacola Beach Boulevard Access Road), which staff had planned to request for these projects in Fiscal Year 2019]

## BACKGROUND:

The Casino Beach Parking Lot Expansion (PB CMP Phase II), Bob Sikes Pier Improvements, and Pensacola Beach Boulevard Access Road construction projects are all at 100% design and are ready for construction solicitation, with the funding for these projects apportioned for 2019. The projects need to begin as soon after Labor Day as possible, however, so that they can be constructed during Fall 2018 (the 'beach shoulder season'.)

The Casino Beach Parking Lot Expansion Project, which is part of Phase II of the Pensacola Beach Congestion Management Plan, will provide approximately 80 new parking stalls to the west and south of the existing Sheriff's substation building, a new ingress/egress to the Casino Beach parking lot from Fort Pickens Road, environmental enhancements, and other improvements.

The Bob Sikes Pier Improvements Project will provide American's with Disabilities Act (ADA) and access upgrades to the fishing pier and parking enhancements to the adjacent parking area. The project is primarily funded with NRDA Early Restoration funds ($963,090.00); however, after deducting design phase ($130,870.00) to Baskerville-Donovan, Inc. (BDI), there is currently $832,220 available towards the construction phase. BDI's latest construction cost estimate is $1,058,511.13, which will leave a balance of $226,291.13.

The Pensacola Beach Boulevard Access Road Project will provide a new roadway alignment that will run parallel to CR 399 (Pensacola Beach Boulevard) from the Bob Sikes Fishing Pier to the existing Key Sailing business. The project will provide safer access points to and reduce congestion on Pensacola Beach Boulevard, increase parking area, and allow for expanded trolley service. The project is locally funded with $601,051.79 available towards construction. BDI's latest construction cost estimate is $1,509,511.20, which will leave a balance of $908,459.41.

Both the Bob Sikes Pier Improvements Project and the Pensacola Beach Boulevard Access Road project, though separate design sets, will be advertised together and staff will seek one contractor to construct both concurrently this upcoming 'beach shoulder season'. In addition to the above-mentioned project enhancements, it is anticipated that an additional 36 parking stalls will be provided, which would increase the net parking stalls along the project limits to 149 (139 public and 10 ADA).

**BUDGETARY IMPACT:**

Funding is available in LOST IV, Public Works Transportation Fund - $2,800,000 ($1,600,000 - Phase II PB CMP and $1,200,000 - Bob Sikes Pier Improvements and Pensacola BeachBoulevard Access Road), which staff had planned to request for these projects in FY 2019.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon approval, staff will coordinate with the Purchasing Office for the construction solicitation.

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**Attachments**

*No file(s) attached.*

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# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14171** **County Administrator's Report 11. 11.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 06/07/2018
**Issue:** Contract Award for Debris Monitoring Services
**From:** Paul Nobles, Purchasing Manager
**Organization:** Asst County Administrator - Lovoy
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Contract Award for Debris Monitoring Services - 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 Thompson Consulting Services, LLC, per the terms and conditions of PD 17-18.007, Debris Monitoring Services, to authorize the following:

A. The review and revision of the current debris management plan, in the amount of $7,500, and;

B. The review, revision, and bidding assistance on debris reduction and removal RFP in the amount of $7,500, and

C. Post-Disaster Preparedness and Planning Services, Debris Removal Monitoring Services, and Consulting Services, as described in the Consultant's Scope of Work for Debris Removal Monitoring Services attached to the Agreement as **Exhibit C**, and corresponding Fee Schedule, attached to the Agreement as **Exhibit D**.

[Funding for A and B: Fund 401, Solid Waste, Cost Center 230301, Object Code 53101, $15,000; Funding for C: The funding source will be determined when the event occurs]

## BACKGROUND:

Requests for Letters of Interest, PD 17-18.007, Debris Monitoring Services was publicly noticed on February 2, 2018 to eighty nine known firms. Responses were received from three firms on March 1, 2018. The Selection/Negotiation Committee ranked in the following order:

1. Thompson Consulting Services, LLC
2. Tetra Tech, Inc.
3. Witt O'Brien's, LLC

Thompson Consulting Services, LLC provided their initial fee proposal on April 10, 2018. The first negotiation meeting was held on April 12, 2018 and revisions were requested by the Committee. The second negotiation meeting was held on April 26, 2018 and the Final and Best Offer was established.

**BUDGETARY IMPACT:**

Funding for A and B: Fund 401 Solid Waste, Cost Center 230301, Object Code 53101, $15,000; Funding for C: The funding source will be determined when the event occurs.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement was prepared by Kristin D. Hual, Senior 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 and Florida Statute 287.055, Competitive Consultants Negotiation Act.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Agreement

Committee Final Ranking

---

**AGREEMENT FOR CONSULTING SERVICES (PD 17-18.007)**

**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 Thompson Consulting Services, LLC (hereinafter referred to as "Consultant"), a foreign for-profit limited liability company authorized to conduct business in the State of Florida, FEI/EIN 45-2015453, whose principal address is 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746.

**WITNESSETH:**

**WHEREAS**, on February 12, 2018, the County issued a Request for Letters of Interest (PD 17-18.007) seeking a Consultant to perform debris monitoring services; and

**WHEREAS**, the Consultant submitted a proposal and the County determined that the Consultant is the most responsive and responsible firm proposing to provide the services; and

**WHEREAS**, the County desires to enter into an agreement with the Consultant for the provision of such services as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence on the date last executed and continue for a term of one (1) year. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one year 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. The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI), Specification No. PD 17-18.007, Debris Monitoring Services, and as represented in the Consultant's Proposal in response to PD17-18.007, attached hereto and incorporated herein as **Exhibits A-D**. In the event of a conflict between the terms of the Consultant's Proposal and this Agreement, the terms of this Agreement shall prevail.

The Scope of Services to be provided under this Agreement shall include the following:

A) Comprehensive review and revision of the County's current Disaster Debris Management Plan, as described in the Consultant's Letter Proposal, attached hereto as **Exhibit A**;

B) Development, review and assistance with the County's solicitation for Debris Reduction and Removal Services, as described in the Consultant's Letter Proposal, attached hereto as **Exhibit B**; and

C) Post-Disaster Preparedness and Planning Services, Debris Removal Monitoring Services, and Consulting Services, as described in the Consultant's Scope of Work for

Debris Removal Monitoring Services attached hereto as **Exhibit C**, and corresponding Fee Schedule, attached hereto as **Exhibit D**.

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its services furnish pursuant to the Agreement. Unless otherwise specified, services performed pursuant to this Agreement shall be completed in accordance with the standard of care in the profession at the time such services are rendered.

4. Compensation. In exchange for Consultant's provision of the Scope of Services referenced in Section 3, A) above and as further described in **Exhibit A**, County shall pay Consultant a lump sum fee of $7,500.00.

In exchange for Consultant's provision of the Scope of Services referenced in Section 3, B) above and as further described in **Exhibit B**, County shall pay Consultant a lump sum fee of $7,500.00.

In exchange for Consultant's provision of the Scope of Services referenced in Section 3, C) above and as further described in composite **Exhibit C**, County shall pay Consultant in accordance with the Fee Schedule attached hereto as **Exhibit D**. Such fees shall be inclusive of the Consultant's salaries for 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. Method of Payment/Billing. For fees negotiated as a lump sum payment, the Consultant may submit an invoice upon completion and approval of the applicable scope of services. For services billed on an hourly basis, the Consultant may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation. Requests for payment shall not be made more frequently than once a month.

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. 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.

6. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

7. Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days written notice to the other party. In the event of termination by either party as provided herein, the Consultant shall be paid for services provided through the date of termination.

8. Indemnification. Consultant 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, (collectively, "Losses") arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Consultant in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Consultant relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation 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. Insurance. The Consultant is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Professional Liability with $1,000,000 per occurrence minimum limits; and

(d) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Consultant agrees all liability coverage shall be through carriers admitted or authorized 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 the policy of commercial general 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 described in this section. 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, Consultant is an independent contractor. Consultant shall not hold itself out as an employee, agent or servant of the County; and Consultant 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: Thompson Consulting Services, LLC<br>Attention: President<br>1135 Town Park Avenue, Suite 2101<br>Lake Mary, FL 32746 | To: Escambia County<br>Attention: County Administrator<br>221 Palafox Place, Suite 420<br>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 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. 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. 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 other right or remedy and after giving the Consultant seven days written notice, during which period the Consultant still fails to allow access to such documents, terminate the contract.

**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**

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises,

agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by 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.

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:

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

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

_____
Witness

BCC Approved: _____

**CONSULTANT:**
**THOMPSON CONSULTING SERVICES, LLC**

_____
Witness

By: _____
President

_____
Witness

Date: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 5/25/18

thompson
CONSULTING SERVICES

April 26, 2018

Emily D. Weddington, CPPB
Purchasing Coordinator
Escambia County, Florida
Board of County Commissioners
213 South Palafox Place, 2nd Floor
Pensacola, FL 32502

**Subject: Letter Proposal – Disaster Debris Management Plan Update**

Dear Ms. Weddington,

Pursuant to your request, Thompson Consulting Services (Thompson) is pleased to provide this letter proposal to Escambia County, Florida (County) for the updating of the County's current Disaster Debris Management Plan (DDMP) and ensuring compliance with the Federal Emergency Management Agency (FEMA) debris management guidelines. Updating the DDMP will prepare the County to effectively and efficiently respond to future disaster generated debris removal operations.

The purpose of updating the DDMP is to confirm the components critical to the success of a debris removal operation in the County are practical and accurately outlined in the DDMP. The DDMP provides key information that will help the County coordinate and effectively manage a debris removal operation if the County were affected by a debris generating incident. Central to the success of debris removal operations is the County's continued understanding of the following elements prior to a debris generating incident, all of which will be updated for inclusion in the DDMP:

- The parties involved and their roles and responsibilities regarding a debris removal operation
- The rules, regulations and guidelines enacted by FEMA and other agencies governing debris removal operations
- The process of collecting and monitoring debris removal
- The disposal of debris, including where the debris will be staged for reduction and/or hauled for final disposal
- The use of force account and/or contracted resources
- The implementation of health, safety and public information procedures to keep personnel and the public safe and informed during a debris removal operation

## Scope of Services - Disaster Debris Management Plan

The purpose of this scope is to make certain that the updated DDMP is FEMA compliant and includes components critical to the success of a debris removal operation in the County. Thompson will perform the following tasks to assist the County in developing an integrated disaster debris response to a future debris generating incident.

1135 Townpark Avenue, Suite 2101
Lake Mary, Florida 32746
O: (407) 792-0018 | F: (407) 878-7858
www.thompsoncs.net
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## Task 1: Project Initiation

**The Project Initiation task lays the foundation for successful project coordination by identifying key personnel and the scope of the planning process. Thompson will hold a meeting with key personnel identified by the County and determine a schedule for the deadlines of deliverables. This will require that Thompson review the existing DDMP and associated documents as will be provided by the County in order to provide an outline of suggested revisions and updates to the DDMP for County comment. Thompson will also discuss key and unique issues that the County may face following a debris generating event so they may be properly addressed within the updated DDMP.**

## Task 2: Validation of Debris Management Sites

**Thompson will evaluate existing sites identified as a potential Debris Management Site (DMS) and verify accuracy of relevant information for the site (GPS coordinates, acreage, address, description of environmental conditions, etc.). Thompson will confirm FDEP requests for DMS pre-approval have been approved and are current.**

## Task 3: ROE/PPDR and Ordinance Review

**Thompson will assist the County in evaluating existing ordinances as they relate to right-of-entry process for FEMA eligible Private Property Debris Removal (PPDR). This review will seek to evaluate the County's establishment of legal responsibility for mitigating disaster related hazards on private property and to ensure proper ordinance for such action (nuisance abatement, etc.). In addition, Thompson will work with the County to develop a Right-of-Entry form that meets the County's ordinance requirements while complying with FEMA guidelines.**

## Task 4: Plan Revision Development (Preparation of Revised Draft DDMP)

**Thompson will compile the task elements defined above and incorporate into the existing DDMP document for reference and use by the County. Thompson will also update or create associated appendices (e.g., debris estimates by Category 1-5, zone map, health and safety supplement, DMS location(s) and maps, etc.). Thompson will review and integrate other County documents relating to debris removal operations that are not currently included in the DDMP. The DDMP will specifically outline recommended methods for handling various debris streams including construction and demolition debris, leaners, hangers, and stumps, white goods, appliances, vehicles and boats in addition to standard vegetative debris removal.**

**Thompson will evaluate or develop the following DDMP components:**

- **Organizational structure, role and contact information for individuals and departments involved in debris removal operations**
- **Debris volume estimates**
- **DMS report (ranking, acreage, location, maps, etc.) for new and existing sites.**
- **Pre-event preparations during times of normalcy**
- **Pre-event preparations prior to impending debris generating event**
- **Post-event response**
- **Post-event recovery**
- **Debris removal zone map**

- Sample press release(s)
- The County's procurement documents related to the debris removal contract
- Health and safety strategy (to be developed with County's input)
- Sample force account labor, equipment, and material logs
- Thompson will include a crosswalk that provides page references where the County's DDMP meets the Alternative Procedures Pilot Program debris management plan requirements

## Task 5: Plan Revision

Following Thompson's submittal of the draft revision to the DDMP, Thompson will coordinate with the County to receive and respond to comments, questions, and requests for changes or additions to the plan. Thompson strives to create an accurate and comprehensive plan that exceeds the expectations of the County from the first draft, though understands the need for revisions and additions to ensure the plan addresses all of the County's unique needs. We encourage feedback on the first draft of the updated plan, and will work with the County to revise the draft until all of the County's requests have been fulfilled. A draft version of the County's DDMP will be delivered to the County for review and comment. The County will provide consolidated comments on the draft DDMP to Thompson. For this task, Thompson will incorporate the appropriate comments into the final DDMP.

## Task 6: Final DDMP Submittal

The County is encouraged to again review the second draft, if needed. Should there be a need for any changes or additions to the plan, Thompson will promptly incorporate for final submission. Thompson will submit a hard and electronic copy of the final draft.

## Cost Proposal and Schedule

Thompson proposes to deliver the requested services on a lump sum basis. After our initial scoping conference call/meeting Thompson proposes a lump sum of seven thousand five hundred dollars ($7,500) for County consideration.

Thompson is looking forward to assisting the County with its procurement and disaster preparedness activities and continues to stand prepared in the event we are called upon to assist the County with post-event activities. If you have any questions concerning this letter proposal, please contact me at (321) 303-2543 or via e-mail at jhoyle@thompsoncs.net.

Sincerely,

**THOMPSON CONSULTING SERVICES**

Jon Hoyle, President
Authorized Agent

thompson
CONSULTING SERVICES

April 26, 2018

Emily D. Weddington, CPPB
Purchasing Coordinator
Escambia County, Florida
Board of County Commissioners
213 South Palafox Place, 2nd Floor
Pensacola, FL 32502

**Subject: Letter Proposal – Development and Review of the Scope of Work and Evaluation Criteria for the County Debris Reduction and Removal RFP**

Dear Ms. Weddington,

Pursuant to your request, Thompson Consulting Services (Thompson) is pleased to provide this letter proposal to Escambia County, Florida (County) to provide consulting services for the development and/or review of the scope of work and evaluation criteria for the County Disaster Debris Reduction and Removal request for proposal (RFP). Thompson will perform the following tasks to assist the County in developing a FEMA compliant comprehensive scope of work and competitive evaluation criteria.

## Task 1: Participate in County RFP Committee Kickoff Meeting

Thompson will provide an outline of suggested considerations for the RFP that reflect current industry best practices in advance of the County RFP Committee Kickoff Meeting. In addition, Thompson will participate in the kickoff meeting and aid in discussions related to key and unique issues that the County may face following a debris generating event to ensure that they are properly incorporated within the scope of work. Specifically, Thompson will outline recommended methods for handling various debris streams including vegetative debris, construction and demolition debris, sand, hazardous leaning trees, dangerous hanging limbs, uprooted stumps, white goods, appliances, vehicles and vessels. During Task 1 Thompson will coordinate with the County to establish, at a minimum, the following RFP parameters:

- Minimum qualifications
- Performance history requirements
- Reference conditions
- Capacity to perform metrics
- Bonding requirements
- Subcontracting parameters
- Selection criteria

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www.thompsoncs.net
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## Task 2: Develop Bid Tabulation

**Thompson will utilize the County disaster debris management plan (DDMP) to estimate line item bid quantities. These bid quantities will be utilized to develop a Microsoft Excel, form-based, bid schedule that reflects estimated quantities of debris items following a disaster. The developed bid tabulation will be provided in the RFP and required for contractor proposed unit pricing. In utilizing a standardized bid tabulation schedule the County can evaluate proposer pricing on an "apples to apples" basis. This bid tabulation will be used to evaluate pricing, but will not be utilized as a basis for contract prices, which will be negotiated by the County.**

## Task 3: Development/Review of the Draft and Final RFP

**Thompson will provide the County with examples and guidelines from RFPs that have an established precedence for both FEMA reimbursement and rendering of qualified contractors. Thompson will review the draft RFP after development by the County and provide final comments, questions, and suggested changes or additions to the RFP before it is finalized and advertised.**

## Task 4: Assistance with Contractor Bid Tabulations and Technical Review

**Thompson will compile a bid tabulation by consolidating bid submissions from each qualified Contractor and provide the results in a matrix that will give the County an "apples to apples" comparison of line item costs for the anticipated scope of work. This will be based on the debris volume estimates and anticipated event as established in Task 2. This bid tabulation will be used to evaluate pricing, but will not be utilized as a basis for contract prices, which will be negotiated by the County. In addition, Thompson will assist the County in establishing a process to systematically score proposals according to the criteria established in Task 1. It should be noted, however, Thompson cannot participate in the evaluation of proposals as it relates to the selection of a contractor(s).**

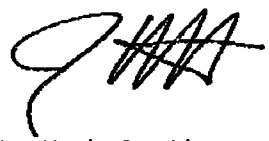
## Cost Proposal and Schedule

**Thompson proposes to deliver the requested services on a lump sum basis. After our initial scoping conference call/meeting Thompson proposes a lump sum value of seven thousand five hundred dollars ($7,500) for County consideration.**

**Thompson is looking forward to assisting the County with its procurement and disaster preparedness activities and continues to stand prepared in the event we are called upon to assist the County with post-event activities. If you have any questions concerning this letter proposal, please contact me at (321) 303-2543 or via e-mail at jhoyle@thompsoncs.net.**

**Sincerely,**

**THOMPSON CONSULTING SERVICES**



**Jon Hoyle, President**
**Authorized Agent**

# SCOPE OF WORK

## DEBRIS REMOVAL MONITORING

Thompson Consulting Services, LLC (Thompson) has prepared the following Scope of Work for contract services associated with Escambia County, Florida (County) Request for Letters of Interest (RLI) for Debris Monitoring Services (PD-17-18.007).

### Project Execution Utilizing Automated Debris Management System

Thompson will execute the proposed tasks described below with our ADMS hardware and software system, Thompson Data Management Suite (TDMS). Thompson's ADMS was developed in-house and is proprietary. We do not rely on licensing for the use of an ADMS. TDMS has been successfully deployed over the past five (5) years and utilized by the Georgia Department of Transportation (GDOT), the South Carolina Department of Transportation (SCDOT), as well as for county, parish, and municipal clients in Louisiana, Alabama, Florida, Georgia, South Carolina, North Carolina, Virginia and New York to electronically document debris removal, hazardous tree work, vehicle recovery, and private property debris removal.

TDMS is a collection of hardware, software and communications infrastructure for the management of data and documents related to disaster recovery. The TDMS collection includes our hardware solution or handheld device, TDMS*mobile*, which allows us to capture data in the field and provide near real-time analysis though our software solution, TDMS*web*, which is a variety of web –based software applications that serve as the backbone for data storage and management. The TDMS meets the USACE ACI standard for ADMS and is configured to document a variety of debris removal activities and programs.

- Truck Certification
- Right-of-Way (ROW) Collection
- Tree Work (L/H/S)
- Private Property Debris Removal (PPDR)
- Demolitions
- Haul Out/Disposal
- Project Administration
- Monitor Management

Figures 1 - 4 provide graphical depictions of the TDMS*mobile* solution and its components.

FIGURE 1

*Motorola ES400 running TDMSmobile.*

FIGURE 2

*Employee badges utilize QR coding for identification ticket development.*

FIGURE 3

*Paper tickets are created with encrypted QR code to transmit information/data.*

FIGURE 4

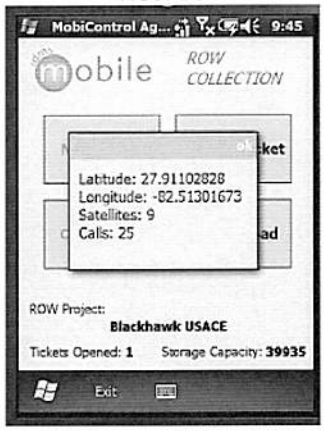
*RW 220 hip belt printer uses direct thermal laser technology*



EXHIBIT C

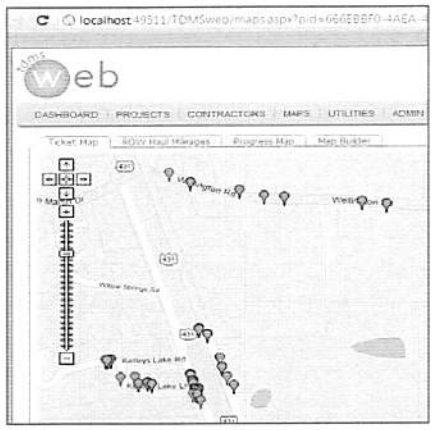
TDMS*mobile* provides enhanced quality control through geofencing, geocoding, and location verification. The handheld device and system have configurable security settings to protect use and data. Specified locations, such as debris pickup and disposal sites, are captured by the GPS capabilities of the handheld and verified in the web-based system. This enhanced level of accuracy and corroboration increases the efficiency and production of debris removal operations. To date we have observed cost savings to our clients ranging from 20 – 30 percent with the use of our ADMS solution. Figures 5 and 6 provide an example of the interface between TDMS*mobile* and TDMS*web*.

FIGURE 5




*Handheld device GPS location capture and verification*

FIGURE 6




*Mapping interface provides users with Google maps functionality for point-and-click data access*

TDMS*web* a web based application that serves as the backbone of the TDMS for storage and data management while providing access to viewing, querying, sorting, reporting, mapping and managing project related data and documents. In addition, Thompson is able to control access to TDMS*web* and what permissions (read, read/write, etc.) users have through credentialing. The following figures (7 to 10) provide graphical highlights and depictions of TDMS*web* and its components.

FIGURE 7

*TDMSweb dashboard displays summary project statistics online with the ability to drill down to varying levels of detail.*

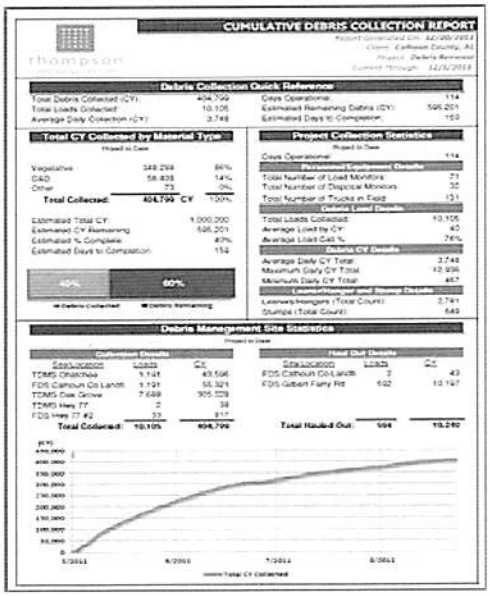
FIGURE 8

*Accurate and efficient collection of field data provides for near real time data analysis and review. Financial encumbrances and project progress can now be tracked via the Internet.*

FIGURE 9

*TDMSweb system allows Thompson to electronically manage a variety of client debris removal programs such as, ROW, ROE, blue roof and demolition, including photographs, field forms, logs, transmittals, etc.*

FIGURE 10



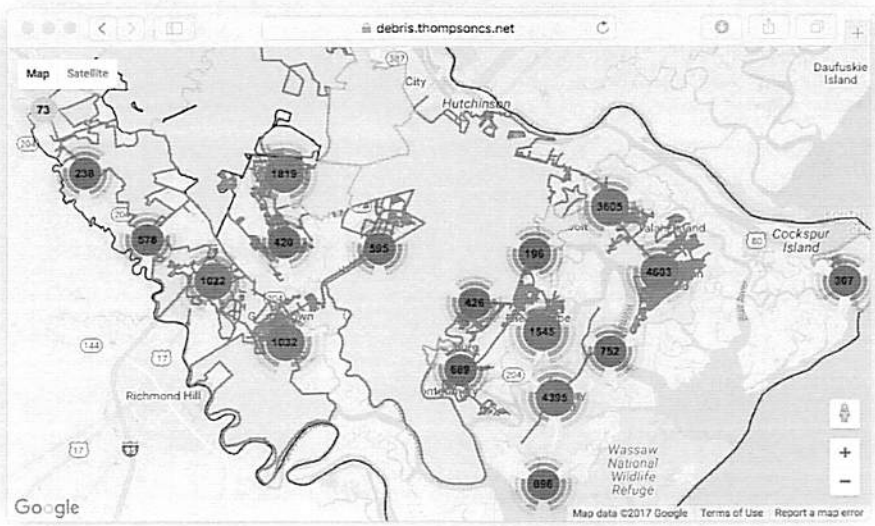

*TDMSweb generates a various project reporting documents, such as daily reports and financial summary logs.*

## Comprehensive Mapping Tools

Through our ADMS technology and the accurate and efficient collection of data in the field, Thompson is able to provide a variety of comprehensive mapping tools to the County. Thompson has the ability to tailor progress and real-time operation mapping to meet the needs of County.

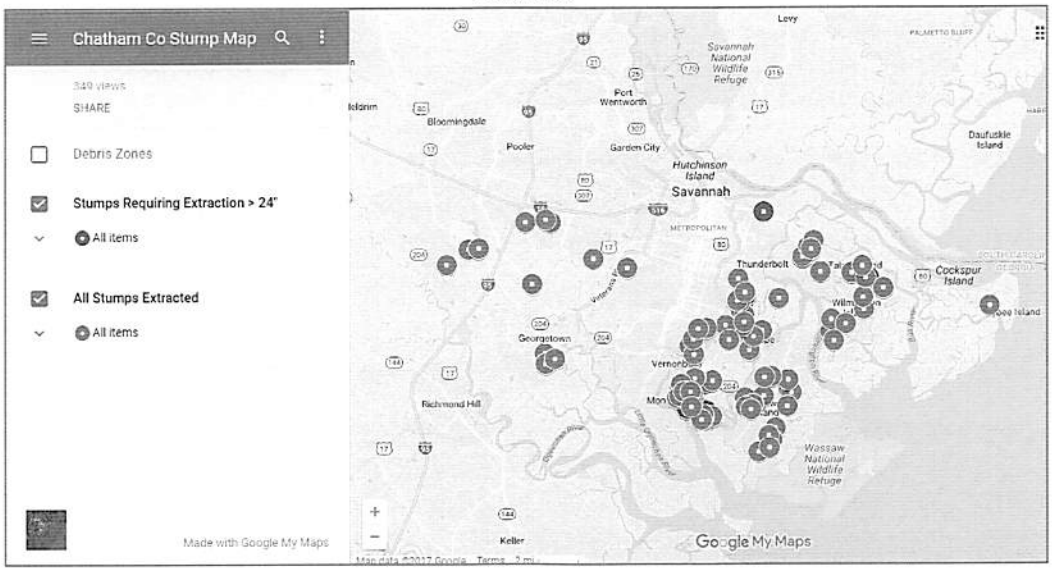
Figures 11 and 12 below provide examples of some of the mapping capabilities that were utilized for the ROW debris removal and hazardous tree removal programs.

FIGURE 11




*Debris Load and Tree Work Heat Maps that illustrate the concentration of damage with the ability to drill down within each cluster and access individual transaction data.*

FIGURE 12




*Hazardous Stump Map provides color-coded stump locations to allow increased operational efficiencies and real-time situational reporting for the County and County project stakeholders.*

## Technical Approach

Thompson has functionally organized its technical approach by task predicated on the various debris streams and programs that can be expected based on our experience monitoring and documenting large scale debris removal operations. Thompson will tailor our approach to the County's debris recovery effort based on the unique challenges of the County's specific future disaster. Our tasks and task approach can be modified and scalable to address both large and small scale events and our mobilization times can be either compressed or extended based on the needs of the County and the public.

Table 1: Mobilization Method and Approach

| Task / Mobilization Time | Description |
|---|---|
| **1. Debris Program Implementation** | |
| Within twenty-four (24) hours from notification date | Program Management Team will report to the County 48 hours prior to known disaster events and within 24 hours passage of no-notice disaster events. Thompson will implement a program based on the specific needs of the County, feedback from debris removal contractors, and debris estimates developed through the preliminary damage assessment. |
| **2. Onboarding and Training of Employees** | |
| Within forty-eight (48) hours from notification date | Thompson performs Motor Vehicle Reports (MVR's) and drug testing on all field staff. |
| **3. Health and Safety Plan Implementation** | |
| Within forty-eight (48) hours from notification date | Health and Safety Plan will be periodically reviewed and updated to address any disaster specific hazards. Thompson's safety program is focused on the safety of Thompson monitors and field personnel. |
| **4. Measure and Certify Trucks by FEMA PAPPG Standards** | |
| Within forty-eight (48) hours from notification date | Thompson will certify contractor equipment once a contractor crew schedule is reviewed and approved by the County. |

| Task / Mobilization Time | Description |
|---|---|
| **5. Deploy Loading Site Collection Monitors** | |
| Within forty-eight (48) hours from notification date | Thompson will deploy a collection monitor to each debris removal crew. Based on our planning assumption, we expect many of the crews to be tandem, self-loading trucks or two to three trucks paired with a single loading device. |
| **6. Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps** | |
| Within forty-eight (48) hours from notification date | Thompson will document the removal of hazardous trees and limbs to meet all requirements outlined in FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG). |
| **7. Deploy Debris Management Site Monitors** | |
| Within forty-eight (48) hours from notification date | Thompson will coordinate with the Debris Contractor to ensure that the County Debris Management Sites (DMS) meet all GEPD requirements. |
| **8. Deploy Field Supervisors / Field Supervisors** | |
| Within forty-eight (48) hours from notification date | Thompson will deploy one (1) Field Supervisor for every ten (10) collection monitors to appropriately supervise collection operations. The 1:10 supervisor to monitor ration is encouraged by FEMA. |
| **9. Damage Complaint Tracking** | |
| Concurrent with field operations | Thompson will assign a unique work order to each damage complaint and track the actions taken, responsible sub-contractor, and satisfactory/unsatisfactory resolution in a report, by Service Area that may be tracked through GIS. |
| **10. FEMA Consultation** | |
| Within seventy-two (72) hours from Federal Declaration | Applicant kickoff generally takes place within one week of the federal disaster declaration, which is imminent. |
| **11. Ordinance Review to Determine Best Method to Perform Private Property Debris Removal (PPDR)** | |
| 2-3 weeks after debris operations begin (subject to need) | Thompson management staff has experience analyzing and designing PPDR programs based on Voluntary/Right-of Entry, Imminent Danger of Collapse, and Public Nuisance Programs. |
| **12. Private Property Debris Removal Monitoring** | |
| TBD, based on input from FDEM and FEMA | PPDR programs may include vegetative and C&D debris, as well as leaners, hangers, stumps, and structural demolitions. |
| **13. Specialized Debris Removal Monitoring** | |
| TBD, based on input from County, FDEM, and FEMA | Thompson management staff has experience with the operational methods to properly document special debris removal programs such as removal of debris from waterways and lakes, vessel and vehicle removal, and the removal of debris and sediment from storm drains, catch basins and other public facilities. |
| **14. Accumulate Daily Field Data** | |
| Immediately following the start of ROW and hazardous tree programs | Thompson will maintain field data for all debris recovery programs monitored. Debris removal data will be organized by debris type, road type, and program |
| **15. Reconcile Contractor Invoices** | |
| Weekly following the start of ROW and tree programs | Thompson will comply with the invoicing and payment term in the debris removal contract. |

## 1. Debris Program Implementation

Thompson will assist the County in overseeing the debris management operations, obtaining proper approvals for special debris removal programs, and providing in-depth working knowledge of a variety of recovery operations, USACE debris management guidelines, and FEMA eligibility and reimbursement guidelines. Thompson will work with the County to develop a project management plan to ensure that contracted debris removal is properly documented to substantiate FEMA PA, FHWA ER, and NRCS funding. Some of the initial considerations will include, but not be limited to:

- Single/multiple debris removal contractors
- Debris removal contractor rates and specifications
- Debris estimates, by collection zone
- Debris removal from gated communities
- Crew/Monitor Estimates, by collection zone
- Onboarding and safety training locations and procedures
- Operations Manager/Supervisor Assignments
- Progress reporting distribution lists and protocols

### Debris Removal Contractor Coordination

Thompson recognizes that each disaster situation is going to be different and therefore promotes a collaborative working relationship with the County and its debris removal contractors. As soon as the County is within the cone of certainty for a tropical system or immediately following passage of a no-notice event, Thompson will begin coordinating with the County and County contractors to synchronize mobilization and response activities. These activities may include:

- **Identification/confirmation of equipment staging area:** If a staging location is identified during planning sessions and the site is compromised/unavailable due to the event, Thompson will work with the contractor to identify an area outside of the impacted zone to stage equipment and begin equipment certification.
- **Damage assessment:** Thompson will perform damage assessments with the County and County contractors to determine the scope of the damage, identify the need for special debris programs such as leaner/hanger/stump removal, and develop crew configurations and assignments. This information will allow Thompson and the County Contractor(s) to develop budget estimates to be used for task orders and Project Worksheet development.
- **Emergency push:** Thompson will work with the County and contractor(s) to ensure that all hours and activities are well documented to substantiate FEMA reimbursement. Thompson will also work to expedite 70-hour push activities, focusing on the County's list of priority roadways, while ensuring that the period of performance adheres to FEMA's eligibility standards and all labor and equipment time is tracked and documented.
- **Zone assignment to contractors and subcontractors:** Thompson will work with the debris removal contractors to coordinate and schedule the appropriate number of crews for each pass. Zone parameters will be entered into TDMS to generate detailed reports by zone, contractor, debris type, etc. Reporting is further detailed in below.
- **Discrete field management**: ADMS will be configured to discretely document and manage multiple contractors and the type of debris that has been approved for collection. For example, if a contractor is tasked only with the collection of vegetative debris, the ADMS devices will only be configured to that specific debris type. A monitor will not be able to issue a ticket for C&D debris if the hauler has only been approved to collect vegetative debris.

- **DMS permitting:** Thompson will ensure that each contractor obtains environmental authorization and/or permits for DMS sites. Thompson will also work with each contractor to obtain copies of permits for final disposal locations.

If the County decides to activate multiple contractors, Thompson will assign a field operations manager for each contractor activated to streamline communications and ensure quality control.

### Damage Assessment

At the request of the County, Thompson will coordinate aerial drone flyover assessments to facilitate debris estimation and collect post-disaster photographs and geographical data. At the direction of the County, Thompson will also assist with preliminary damage assessments in accordance with the FEMA Damage Assessment Operations Manual. Damage assessment assistance may include, and is not limited to, participation in one or more of the following tasks:

- **Identifying damaged facilities:** Thompson will assist with documenting the location of all damaged sites using GPS and annotated maps. Thompson work with County departments to collect all necessary documentation to substantiate legal responsibility, maintenance, lease/rental agreements, and improvement plans.
- **Documenting damage:** Thompson will document the damage to each facility by taking photographs and developing maps and diagrams to outline the specific location and extent of the damage. The diagrams and associated photographs will capture damage dimensions, materials, and the size or capacity of the damaged elements.
- **Documenting work and cost:** Information describing work and cost will be broken down by Category of Work (A-G). Thompson will prepare work and cost estimates by gathering documentation associated with Force Account Labor, Equipment, Leased Equipment, Supplies, Contract Labor, and Materials. Thompson will also document any mutual aid received by the County.
- **Other Considerations:** Thompson will help the County navigate other PA program considerations including codes and standards, repair vs. replacement, hazard mitigation, as well as unique considerations for each category of work.

All damage assessment documentation will be captured, digitized, and managed using TDMS.

### Proposed Meetings

Thompson is prepared to meet with the County Debris Manager, County Stakeholders, and representatives from FEMA, FDEM, FDEP, and other agencies on a daily basis at a time and location specified by the County. To the extent necessary, Thompson will help the County secure a meeting location. Thompson recommends that project stakeholders conduct a daily briefing while the EOC is fully operational and re-evaluate the frequency of meetings after the first 14 days of project operations.

### Methods for communicating with County Emergency Staff and Teamwork Assignments

Throughout the project, the Thompson Project Manager will identify critical path functions that will required close coordination between the County and Thompson. These may include:

- Public Information
- Private Property Issues
- Special Needs Assistance
- Information on FEMA
- Damage reports and resolution

Thompson will identify a lead for each function to serve as a direct interface with the appropriate County staff on each issue. The Thompson team member will be available in person, by phone, or email to communicate with the County and project stakeholders. To the extent that cellular connectivity is not available, Thompson will secure alternative communications methods (radios, satellite, etc.).

### Response Time by Task

In most cases, Thompson will deploy our project team in anticipation of receipt a notice to proceed so that we can be responsive to the County's needs and effectively manage the deployment of personnel and resources. For example, if the County is within a cone of certainty for severe weather, Thompson will deploy a representative to meet with the County 48 to 72 hours prior to the anticipated event. Thompson's response times by task are summarized in Table C-3.

Table C-3: Thompson Task Response Times

| Response Time | Task Description |
|---|---|
| **Immediately** after notification | Thompson will report to the County's EOC or Contract Management Center |
| **No more than 48** hours after notification | Thompson ready to assist the County with truck certification |
| **No more than 48** hours after notification | Thompson ready to staff public drop-off sites and other County locations |
| **No more than 48** hours after notification | Thompson to have monitors ready for ROW debris removal operations |
| **No more than 72** hours after notification | Thompson to have monitors ready for hazardous tree removal operations |

Prior to known events, Thompson will stage personnel and equipment either in or as close as possible to the County. Upon receipt of a Notice-to-Proceed, Thompson will deploy the following project initiation teams to the County responsible for the County's contract deliverables:

- Debris Management Consultant
- Project Quality Assurance Team
- Project Administrative Team

The Project Quality Assurance Team will consist of the Project Manager and six to ten Field Supervisors, based on the severity of the event. In addition to providing surge support to the County, the Project Quality Assurance Team will serve as the field project management team. The Project Quality Team will be deployed with equipment kits to accommodate all Field Staff.

The Project Administrative Team will consist of administrative/human resource employees. The Project Administrative Team will be temporarily deployed to the County to support the monitor on-boarding process, including:

- Employee application reviews
- Drug testing and Department of Motor Vehicle records checks
- Health and Safety Plan Implementation
- Debris Monitor Training

## 2. Onboarding and Training of Employees

Following an event, Thompson will establish a local office from which to perform recruiting, onboarding, and training. These activities will be coordinated and supported from our headquarters in Lake Mary, Florida. Thompson will also make every effort to hire residents from within the County to serve as debris

monitors. This effort will help skilled residents participate in the County's recovery efforts with a meaningful impact and earn a competitive hourly wage.

In accordance with FEMA FP-104-009-2, Thompson will train debris monitors, County employees, and other project stakeholders to have a complete understanding of the roles and responsibilities of the debris manager, including:

- Accurate and objective debris estimating techniques
- Process for determining debris eligibility: (1) threat to public health/safety, (2) direct result of the disaster event, and (3) existing in the public right-of-way
- A comprehensive understanding of all phases of debris management operations, including loading sites, Debris Management Site's (DMS), and final disposal locations
- The ability to differentiate between debris types
- Understanding of Collection Site and DMS safety procedure
- Understanding of the Thompson Field Health and Safety Plan
- Understanding of the terms, conditions, and scope of the debris removal contract and other disaster specific guidance provided by the County, FDEM, FEPD, and FEMA

### Ability to Onboard and Train within 48 Hours

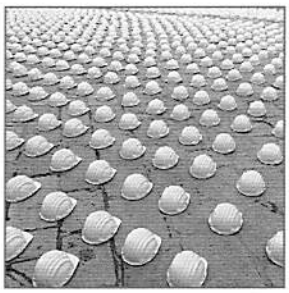
Thompson has made a tremendous investment in our personnel, resources, technology, and tools to have the flexibility and scalability necessary to be an industry leader in debris monitoring. Part of this investment is in a proven process to identify, train, and equip local hires in a safe manner in extremely short periods of time. Thompson begins the process of recruiting and on-boarding immediately upon contract award, not reactively following a notice to proceed. Thompson will issue contingent job postings through a variety of outlets to pre-identify a pool of existing candidates to serve as field monitors.

The table below outlines Thompson's local hire tasks and timelines to ensure that we deploy trained, safe, drug-free local hires within 48 hours of a notice-to-proceed and fully staff the project within 72 hours of receipt of notice to proceed.

Table 2: Local Hire Task Summary

| Task | Timeframe (to meet or exceed) | Comments |
|---|---|---|
| Local Hiring Recruiting (non-event) | Year-round | When no task order is imminent, Thompson pro-actively develops a pool of local hire candidates. |
| Local Hiring Recruiting (activation known) | 12 to 48 hours | Once activated, Thompson Project Administrative team can recruit and onboard 100 local hires per day. Thompson initiates on-boarding 72 to 96 hours prior to known disaster events. |
| Drug-testing | 12 to 48 hours | Thompson requirement for employment |
| Driver Motor Vehicle Record Check | 12 to 48 hours | Thompson requirement for employment |
| Safety Training | 12 to 48 hours | Thompson requirement for employment |
| Continued on the Job Safety Training | 48 to 72 hours | Thompson requirement for employment |
| Debris Monitor Training | 12 to 48 hours | Thompson requirement for employment |
| Automated Debris Management System Training | 12 to 48 hours | Contract specific requirement |
| Issuance of Personal Protective Equipment | 48 hours | Issued by Project Administration team upon completion of Safety Training |
| Project is fully staffed | <72 hours | Project will be fully staffed within 72 hours of notice to proceed |

## 3. Health and Safety Plan Implementation



Thompson is the only debris monitoring firm that performs drug screening and motor vehicle operating record reviews for our employees, including temporary field staff. This practice results in a team of monitors that is both safe and committed to quality. In addition, Thompson deploys a quality assurance team to each of its projects to ensure that certain quality standards are being upheld, regardless of the operating conditions and climate.

At project initiation, Thompson will implement a Health and Safety Plan (HASP) that outlines site-specific precautions to be taken to avoid and mitigate the risk of hazards associated with work performed in the elements, around heavy equipment, near tree work, and close to vehicle traffic. The HASP will outline that work performed on the project shall comply with all applicable OSHA, State of Florida, and all other safety requirements provided by FEMA and its authorized contractors. Thompson will also provide the following personal protective equipment to collection monitors, debris management site monitors and field supervisors:

- Hard hat
- Reflective vest
- Safety glasses
- Hearing protection

In addition, Thompson will ensure that all collection monitors, debris management site monitors and field supervisors report to work with the following personal protective equipment and communication equipment:

- Cell phone
- Protective shoes
- Long pants
- Hot, cold, and/or wet weather gear
- Sunscreen and supply of bottled water

Thompson's safety program is focused on Thompson monitors and field personnel. The safety of debris removal crews is the responsibility of the debris removal contractor(s).

## 4. Measure and Certify Trucks by FEMA PAPPG Standards

Thompson will complete equipment check-in and certification of trucks and other equipment mobilized by the Contractor so that debris removal operations can be recorded and substantiated in accordance with the terms, conditions and unit rates in the County's debris removal contract. In order to comply with these standards, Thompson has observed and recorded the following information during truck certifications:

- Valid driver's license of truck operator
- Valid truck registration and insurance
- Volumetric capacity of the inside of the loading container
- Calculated deductions of volumetric capacity for dog boxes, round container bottoms, and other volumetric capacity reductions
- Brief physical description of the truck

- Photographs of the truck and container

Thompson will assign a unique identification number to each truck and a placard with the truck number will be affixed to each side of the debris removal truck.

## 5. Deploy Loading Site Collection Monitors

Thompson will deploy a debris removal collection monitor for each mechanized piece of loading equipment deployed by the Contractor unless multiple debris loading operations can be safely and substantially observed and documented by a single monitor. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from County ROW and other collection zones identified and approved by the County. The Thompson collection monitor will be responsible for:

- Ensuring that only eligible, disaster related debris is removed for loading and hauling from approved public areas
- Ensuring that debris collected is in accordance with the regulations, safety considerations, and contract terms of the specific waste stream (i.e. hazardous waste is not loaded into container of clean vegetative debris, etc.)
- Recording the time, date, disaster number, truck number, and loading location using ADMS
- Issuing load ticket to driver when loading container is fully loaded
- Ensuring that debris loads are contained properly in the loading container prior to the departure of the truck from the loading location to the DMS
- Checking for safety considerations and areas of potential problem (school zone, utility meters, power lines, mailboxes, etc.) and reporting potential issues the Thompson Field Supervisor
- Recording and reporting any damages caused to streets, curbs, utility meters, mailboxes and other public property as a result of debris removal operations including photos, owner information, and circumstances of the damage
- Ensuring all white good and Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
- Certifying household hazardous wastes are segregated, handled, loaded and hauled in accordance with environmental laws and local, state, and federal regulations. HHW must be handled by specialists licensed by FDEP
- Ensuring work area is clear of debris to the specified level before equipment moves to a new loading area
- Other duties as directed by the debris management project manager or designated County personnel

## 6. Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps

Thompson anticipates beginning hazardous tree removal operations prior to or concurrent with Right-of-Way debris collection. By getting the bucket trucks out ahead of the debris removal trucks with hazardous tree and limb removal, the overall collection operation will be more efficient. Thompson will ensure that hazardous stumps are pre-approved by FEMA and that the stump removal

process is documented to include before and after photographs and GPS coordinates. The Thompson leaner, hanger, and stump monitor will be responsible for:

- Ensuring that only eligible leaners, hangers, and stumps are removed as defined by FEMA PAPPG from approved public areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measuring the eligible tree work in accordance with the County's contract
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

## 7. Deploy Debris Management Site Monitors

DMS Monitors are responsible for observing and recording the following information using ADMS:

### Debris Operations:

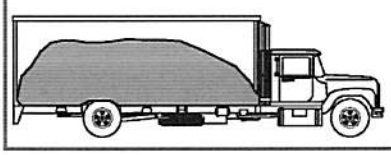
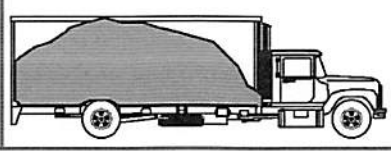
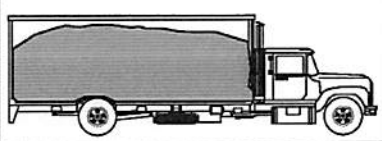
- Ensure only debris from approved areas is loaded for removal
- Ensure that hazardous waste is not mixed into debris loads
- Record the type of equipment used and verify that the equipment is affixed with a placard
- Record the hours of equipment use, including down time (for time and materials)
- Visually observe the additions and reductions notated on the truck certification to verify that the placard has not been altered
- Ensure that truck loads are properly credited and recorded
- Estimate the percentage of full capacity for each loading container
- Ensure that trucks are not artificially loaded
- Collect load ticket from debris removal contractor driver
- Complete load ticket fields
- Ensure that all debris is unloaded from the container at the DMS
- Observe debris reduction and DMS operations

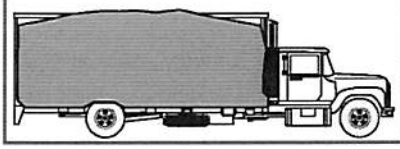
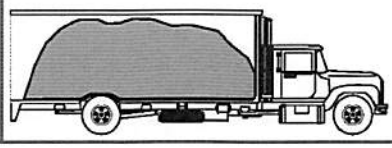
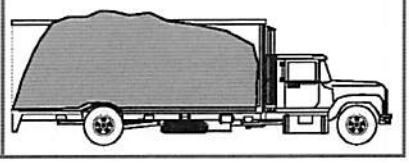
### Load Call Capacity

The DMS Monitor will make a determination of the load volume of incoming debris loads, known as a "load call." The load call is an estimated percentage of how full the truck is at the time of disposal. The DMS Monitors will not make a load call or allow disposal of disaster debris if they see the following items:

- Bagged debris
- Hazardous waste
- White goods (household appliances)
- Hand-loaded trailers

The following diagrams demonstrate load call methodology and may be used as a tool by DMS monitors in the tower.

| 60% Debris Load in Truck | 75% Debris Load in Truck | 85% Debris Load in Truck |
|---|---|---|
|  |  |  |

| 95% Debris Load in Truck | 75% Debris Load in Truck w/ No Tailgate | 85% Debris Load in Truck w/ No Tailgate |
|---|---|---|
|  |  |  |

### Eligibility

- Confirm that all fields of the load ticket are filled out completely and legibly
- Report any missing load ticket fields to the Field Supervisor

### Communication

- Remain in regular contact with Field Supervisor and immediately report any safety or compliance issues
- Ensure truck containers are empty before exiting the DMS

### Compliance

- Report any compliance or eligibility issues or concerns to the Field Supervisor
- Verify that necessary environmental permits to operate and reduce debris at the DMS have been obtained

### Residential Drop-Off Sites

Thompson will work with the County to establish residential drop-off sites that can accommodate residents eager to remove debris from their property. Thompson will work with the County and the debris management contractor to establish site security, published hours of operation, and closure dates to prevent illegal dumping and manage public expectations. Thompson will provide a monitor at each County residential drop-off site to capture all documentation to substantiate residential drop-off site operations in accordance with FEMA policy. Drop-off site Monitors are responsible for observing and recording the following information:

- Ensuring that only County residents are using the site by validating identification and address via driver license, property tax statement, utility billing, or other method approved by the County.
- Recording the address of the eligible site users
- Recording the type and quantity of debris brought to the site
- Recording and provide a copy of the completed load ticket using ADMS
- Photographing debris, as directed by the County, to verify the source and debris type
- Assisting with communicating to residents the proper handling and disposal practices
- Distributing debris information via flyers and other methods approved by the County

### Debris Disposal Diversion

Thompson will work with the County and FDEP to develop a recycling/debris diversion plan that minimizes the amount of potentially recyclable debris that is disposed of at landfills. White goods, e-waste, metals, vegetative and other types of debris may be processed and recycled. Thompson will ensure that salvage

operations are documented separately to substantiate retainage of salvage proceeds in accordance with the FEMA Alternative Procedures Pilot Program for Debris Removal.

## 8. Deploy Field Supervisors

Thompson will deploy Field Supervisors at a 10 monitor: 1 supervisor ratio to efficiently and effectively oversee, document, and substantiate debris removal efforts. Thompson Field Supervisors will:

- Be prepared to operate a minimum of 12-14 hours per day, 7 days per week
- Verify that only eligible debris is being removed from designated public ROW and public property within assigned collection zones
- Maintain regular communication with and ensure that collection monitors are authorizing the collection and removal of eligible debris from approved public areas
- Confirm the completeness and accuracy of load tickets and field documentation generated by Thompson field staff to substantiate debris removal operations

## 9. Damage Complaint Tracking

Thompson field supervisors will have the primary responsibility for damage report tracking and resolution. Thompson will assign a unique Work Order number to each damage complaint and will track the Work Order by the GPS coordinate of the complaint. A map will be maintained of all damage related Work Orders. Thompson will maintain the following information for each damage complaint Work Order and organize Work Orders by Precinct:

- Work Order point of contact
- Responsible contractor/sub-contractor
- Photographs of damage
- Description of actions taken by the responsible party
- Photographs/other evidence of repair
- Cost summary, if available

## 10. FEMA Consultation

To the extent that it is required by the County, Thompson will serve as a liaison between the County, FDEM and FEMA to document and demonstrate that debris removal, response and recovery activities are eligible, allowable, and in compliance and in compliance with FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide.

Thompson will work with the County, FDEM, FEMA Region 4, and FEMA Headquarters to facilitate a transparent, well documented partnership throughout the recovery effort. This will allow Thompson to integrate Disaster Specific Guidance (DSG) issued from FEMA into the County's debris removal efforts, and pro-actively create a positive working relationship with participating stakeholder regulatory agencies.

To the extent necessary, Thompson will provide the County with first and second appeal support for unfunded or de-obligated disaster related projects or initiatives that the County and Thompson mutually agree may be determined eligible by FEMA based on a re-review of existing project documentation or other review of new information presented to substantiate the eligibility of the project.

## 11. Ordinance Review to Determine the Best Method to Perform Private Property Debris Removal

Thompson's proposed management team has previous experience with reviewing local ordinances and designing a private property debris removal (PPDR) program that demonstrates and documents that local governments have the legal authority (and FEMA eligibility) to perform a variety of debris removal programs on private property. We have performed comprehensive PPDR ordinance feasibility reviews and PPDR program implementation in Alabama, Mississippi, Louisiana, and Florida. In order to ensure that the PPDR program is successful, Thompson will have the following objectives during ordinance review:

- Identify an ordinance that clearly grants the County with the authority to enter private property to remove and dispose of debris, such as a nuisance abatement or public nuisance ordinance. This is critical in order to establish legal authority and FEMA eligibility.
- Establish a multi-step process to ensure that all proper notifications are made to property owners.
- Develop a public outreach plan to ensure that County residents in need are able to participate in the program.

## 12. Private Property Debris Removal Monitoring

Upon review and approval of a proposed PPDR program by FDEM and FEMA, Thompson will implement and document the program to maximize available reimbursement. PPDR programs may include:

- Vegetative, construction and demolition (C&D), and mixed waste debris removal
- Residential and commercial structural demolitions
- Leaner, hanger, and stump removal

In managing, monitoring, and documenting PPDR programs, Thompson will develop a property identification number for each property. Each property will have a PPDR "packet" that documents the following information:

- Ordinance granting legal authority under which the private property debris removal work was performed
- Documentation of all necessary actions taken to satisfy the requirements of the ordinance
- Notification to property owner
- Posting on property
- Executed Right-of Entry Agreement
- FEMA/FDEM Approval
- FEMA Historic Preservation (HP) review and approval
- Documentation of asbestos abatement (if necessary)
- Documentation of utility disconnections (if necessary)
- Field documents and site schematic documenting eligible work performed
- Before/after photographs
- Property close-out documentation

## 13. Special Debris Removal Monitoring

The damage caused by hurricanes often necessitate the need for special debris removal programs which include, among others:

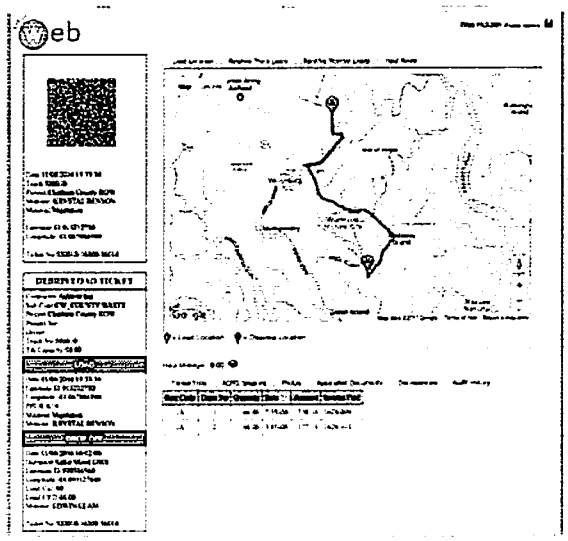
- Waterway debris removal
- Debris removal from storm drains and catch basins
- Abandoned vehicle/vessel removal

To the extent necessary, Thompson management staff will review existing maintenance records to establish the pre-disaster conditions and ensure compliance with FEMA policy and work with the County's contractors, FEMA, FDEM, NRCS and other regulatory agencies to expeditiously remove storm generated debris from affected public facilities. Special debris program monitors will be responsible for:

- Demonstrating that the debris/sediment/vehicle presents a hazard or immediate threat to public health and safety
- Ensuring that only eligible debris is removed as defined by FEMA PAPPG from approved public areas
- Ensuring that contaminated debris/soil is handled, processed, and disposed in accordance with the type of contaminant
- Verifying that any contaminated disaster-related debris is addressed by the specialist from FDEM and/or EPA and managed appropriately in the designated areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measure the eligible debris removal in accordance with the County's contract (i.e. linear foot)
- Ensuring vehicles or vessels are abandoned, e.g. the vehicle or vessel is not the owner's property and ownership is undetermined
- Verifying and documenting the chain of custody, transport and disposal of the vehicle or vessel
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

## 14. Accumulate Daily Field Data

Thompson uploads daily debris collection and disposal information from our ADMS system into a secure electronic disaster debris data management system that summarizes debris quantities to include collection and disposal information by date, debris type, collection zone, and collections and disposal location.



Thompson will plot daily collection totals using GIS software and provide the County with a map of daily collection operations and cumulative debris removal to date. Thompson's graphical reporting tools can provide the County with the collection information needed to make critical decisions and report progress to the public.

In addition the Thompson data management system will serve as an electronic clearinghouse for photographs, electronic "ticket" transaction images, and other field reports developed to document the debris removal operation.

The following information further outlines Thompson's data management operations and capabilities. Our scalable approach has been developed to accommodate both small and large scale activations and multiple debris removal contractors.

### Data Management, Project Tracking, and Computer Accountability Programs

**Thompson utilizes technology as integral part of its approach to providing debris removal monitoring services for purposes of quality assurance/quality control (QA/QC), contractor invoice reconciliation, and reporting. Each day Thompson queries and reviews truck certifications, load transactions, and unit rate transactions. This data is then used for the following purposes.**

### Quality Assurance/Quality Control

**A critical component of the debris removal monitoring firm's responsibilities is to identify and correct any impropriety that may occur in the debris removal process. To do this, Thompson leverages its data management system to provide QA/QC through standard data queries. Such queries and parameters include:**

- **Count of loads by collection truck**
- **Trip time per load**
- **Trip distance**
- **Average load call by truck**
- **Average load call by disposal monitor**
- **Count of loads by collection location**

**Thompson cross references real-time data with boundary GIS mapping provided by the County. Any outliers are provided to the County and Contractor for review and resolution.**

### Reporting

**The final tool employed by Thompson through its data and document management system allows us to timely report progress of debris removal to the County. This reporting tool is flexible and can be tailored to report debris removal by any number of parameters. In the past we have reported debris removal according to the following:**

- **Percent of total estimate complete**
- **By GIS grid**
- **By Service Area**
- **By voting precinct**
- **By County political district (council districts, commission district, etc.)**
- **FEMA eligible versus state aid eligible**
- **Quantity by DMS**
- **By material type (vegetative, C&D, white goods, etc.)**

**Thompson will review the QA/QC reports each day to identify anomalies. In most cases these anomalies are explained through investigations of circumstances surrounding the irregularity. Our experience has shown that the mere fact that debris removal contractors and monitors are aware that such metrics are being monitored deters impropriety.**

**In addition to the cumulative debris collection and financial report, Thompson will coordinate with the contractor to provide morning summaries that will address the following:**

- **Number of crews deployed**
- **Types and quantities of equipment deployed**
- **Equipment/crew/monitor assignments (area/zone)**
- **Status of DMS operations**
- **Changes in operational status or problems encountered since previous report**

## 15. Reconcile Contractor Invoices

Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the County. In order for contractor payments to be verified as accurate and correct Thompson verifies truck certification, load transactions and unit rate transactions with its database. The reconciliation will include a review of the collection date, time, and location, as well as the debris volume, disposal time and location submitted by the Contractor against the data maintained by Thompson on behalf of the County. Upon completing the verification of each record being claimed for payment, Thompson will render a payment recommendation to the County. Thompson's payment recommendation will include the following:

- A copy of the contractor invoice
- Invoice back-up organized by program, date, service type, contract line item, and location
- A summary of discrepancies identified
- A payment recommendation report
- A cover letter summarizing the reconciliation findings and payment recommendation

## Grant Application, Administration & Management Services

Thompson consultants possess expertise in a variety of grant programs and are able to assist the Town in maximizing grant funding, retaining obligated funds, and ensuring the County is prepared for audit and closeout. Committed to providing staff with real-life experience and success in managing grant programs including those of FEMA, FHWA and HUD, Thompson's staffing and approach will be adjusted based on the situational needs of the County.

The FEMA Public Assistance (PA) Grant Program is the most common grant program funding disaster response and recovery projects for local governments. Thompson consultants have successfully assisted local governments, states, and FEMA in applying for and administering FEMA PA funding. What sets Thompson apart from other firms is our ability to maximize federal funding through efficient management of the County's FEMA PA participation, while capitalizing on additional federal grant sources to provide the County a complete recovery including community development and mitigation opportunities. The following sections provide a brief overview of the types of services Thompson may provide to the County under the FEMA PA program and other long-term recovery grant programs.

### FEMA Public Assistance Consulting

Thompson will assist the County with developing Project Worksheets (PWs) and necessary documentation to substantiate cost claims to FEMA for the Public Assistance (PA) program. Thompson will deploy consultants to coordinate PA operations with FDEM and FEMA officials and prepare small and large project PWs to capture eligible costs incurred by the County. Throughout the PA process, Thompson carefully tracks all associated labor and expenses in accordance with FEMA DAP 9525.9, outlining eligibility requirements for reimbursement of Direct Administrative Costs (DAC), allowing the County to be reimbursed for the majority of Thompson's PA Consulting costs. Though some costs may remain ineligible for reimbursement by declaration in federal guidelines (i.e. indirect costs for FEMA PA), Thompson's emphasis on efficient performance and accurate cost tracking will ensure the County receives maximum reimbursement for Thompson's services.

Thompson applies a forward-thinking, collaborative, and cost-effective approach to FEMA PA consulting. Our tried and tested consultants are knowledgeable of PA program policy, requirements, and best-practices and draw upon experience to make certain PWs are efficiently and properly prepared, and whenever possible, are audit-ready at the time of submission. Through encouraging transparency between

the County, FDEM, and FEMA, Thompson will seek to expedite the County's recovery process, maximize reimbursement, and limit the need for post-submittal administration including audit preparation and appeals support.

Thompson consultants have experience preparing and administering PWs in all categories of work (A-G). Thompson's primary tasks associated with FEMA PA application, management, and administration include the following:

Table 3: FEMA Public Assistance Consulting Services and Approach

| Service | Description |
|---|---|
| 1. Preliminary Damage Assessment (PDA) | Assist the County with damage assessment immediately following a disaster event in order to accurately capture estimated damages and provide state and federal officials the information required to warrant a presidential disaster declaration, activating opportunities for federal funding. |
| 2. Data Collection and Documentation Management | Establish and maintain a documentation management process to quickly and completely capture costs associated with response and recovery. Prepare supporting documentation to fulfill grant application, reporting, and audit requirements. |
| 3. Site Visits | Conduct site visits to damaged facilities, document damages and dimensions, collect GPS location and photographs. |
| 4. Project Description and Scope Development | Complete detailed damage descriptions and scopes of work to include as narrative in PWs. Fully and accurately capture all damages to ensure the County's applications are submitted for maximum reimbursement of all eligible costs. |
| 5. Project Cost Estimation and Documentation | Prepare cost estimates and supporting documentation for incomplete projects and large projects. Include in PWs to obtain small project reimbursement and expedited payment of large projects. |
| 6. Insurance Review and Subrogation | Identify insurance proceeds due to and/or received by the County for projects to be submitted for PA funding. Adjust funding requests appropriately. |
| 7. Small and Large Project PW Preparation and Development | Preparation of PWs, grant application development for projects in all categories of work (A-G). Maintain collaboration with the County, state, and federal officials throughout the process. |
| 8. Alternate and Improved Project Funding Consultation | Prepare justification and requests for alternate and improved projects when appropriate. |
| 9. Hazard Mitigation Funding Support (Section 406) | Identification of Section 406 hazard mitigation opportunities to reduce or eliminate the future threat of damages. Development of grant applications and grant/program management of mitigation project activities. |
| 10. Special Consideration Assistance | Assist the County in addressing potential environmental, historical, insurance, and federal compliance concerns associated with grant funded projects. |
| 11. Construction Inspection | Construction Engineering and Inspection (CE&I) services and contractor monitoring of construction projects. |
| 12. Grant/Program Administration and Financial Reconciliation | Administrative support associated with program reporting requirements, payment requests, and financial management of grant expenditures and reimbursement funding. |
| 13. Interim and Final Project Inspections | Perform interim and final inspections of large projects to ensure compliance with project schedules and grant program requirements. |
| 14. Evaluate and Estimate Cost Under/Overruns | Review of PW estimates and actual project costs to identify discrepancies. Include in PW versions to ensure the County is fully and accurately reimbursed and prepared for audit. |
| 15. Prepare PW Versions for Closeout | Prepare final PW versions incorporating any changes or alterations to projects prior to grant closeout. Coordinate with FDEM and FEMA to complete and submit for final approval. |

| Service | Description |
|---|---|
| 16. Grant Closeout Services | Final reconciliation of expenditures to grant funds and insurance proceeds received. Adjustments for cost over runs and under runs to provide County with complete recovery. |
| 17. Audit Assistance/Defense | Prepare final documentation required for audit. Review audit findings and address any additional requests for clarification or adjustments. |
| 18. Appeal Development | Develop and prepare appeals of denied reimbursement of perceived eligible costs. Submit appeals within mandated deadlines that best defend the County and seek to maximize recovery and reimbursement. |
| 19. Direct Administrative Cost (DAC) Recovery | Accurately capture and document Thompson's eligible direct administrative costs and recover substantial portions of the costs associated with Thompson's services, and any eligible services performed by County staff, as provided in FEMA policy. |

The tasks above will be conducted in order to develop and submit Project Worksheet form - FF 90-91 and required backup information to include: category of work, damage description, scope of work, cost figures and supporting schedules, photographs, GPS coordinates, and other substantiating information required by FEMA, as described in the newly issued Public Assistance Program and Policy Guide, FP 104-009-2.

## Long-Term Recovery and Grant Management Support

Successful recovery requires a comprehensive approach aimed at fulfilling long-term County goals that not only assist in an expedited emergency recovery process, but strengthen County infrastructure to reduce or eliminate damage during future events. Thompson's consulting team is composed of multi-faceted professionals possessing experience with a variety of long-term recovery grant programs. Each team member's detailed understanding of various grant programs makes Thompson uniquely qualified to maximize the County's federal funding opportunities and execute long-term recovery and mitigation strategies. In addition to PA and general grant management support, Thompson commits to seeking out additional grant funding and providing the County expertise in the following programs among others.

- FEMA Hazard Mitigation Grant Program (HMGP)
- FEMA Pre-Disaster Mitigation (PDM)
- FEMA Flood Mitigation Assistance (FMA)
- FHWA Emergency Relief Program (ER)
- HUD Community Development Block Grants (CDBG)
- NRCS Watershed Protection Program
- USDA Disaster Recovery Program
- FSA Disaster Recovery Program

Utilizing one or a combination of multiple of the grant programs listed above, among numerous other grant sources that may become available to the County, Thompson commits to proactively identifying opportunities to maximize federal funding. Many of these grant programs are available to the County outside of a presidential disaster declaration. Regardless of the County's active involvement in disaster response and recovery, should the opportunity to fulfill County goals through obtaining federal funds arise, Thompson stands ready to provide grant-related support.

Please see the sample list of long-term recovery and grant management support services, below, that Thompson can provide to the County.

Table 4: Long-Term Recovery and Grant Management Services

| Service | Description |
|---|---|
| 1. Project Identification and Ranking | Collaborate with County representatives to identify and rank projects contributing to the long-term recovery of communities. |
| 2. Long-Term Recovery Planning | Assist officials in developing plans to execute priority projects. |
| 3. Community Outreach | Facilitation and management of community call centers and public outreach meetings. |
| 4. Benefit-Cost Analysis (BCA) | Utilize FEMA's established BCA software to demonstrate financial effectiveness and benefit of proposed projects. |
| 5. Construction Inspection | Construction Engineering and Inspection (CE&I) services and contractor monitoring of construction projects. |
| 6. Grant/Program Administration and Financial Reconciliation | Administrative support associated with program reporting requirements, payment requests, and financial management of grant expenditures and reimbursement funding. |
| 7. Engineering, Design, and Administrative Cost Recovery | Monitor and track reimbursable engineering and administrative costs to minimize the County's financial burden. |
| 8. Interim and Final Project Inspections | Perform interim and final inspections of large projects to ensure compliance with project schedules and grant program requirements. |
| 9. Grant Closeout Services | Final reconciliation of expenditures to grant funds and insurance proceeds received. Adjustments for cost over runs and under runs to provide the County with complete recovery. |

## Emergency Management Planning and Training

Part of Thompson's commitment to pre-positioned clients is providing planning and training services to the communities we serve. Our team is constantly expanding education, training, and field experience in the disaster debris monitoring, grant management, and emergency management fields and will share their knowledge with County leadership and staff. Following contract award, Thompson will coordinate training schedules with the County to provide departments and key staff members training which will address prioritized topics, as requested by the County. Thompson can provide a variety of planning services, training programs, and tools and templates that can be utilized by the County in future disasters, or participate in exercises related to the County's disaster preparedness, response, and recovery. A listing of sample services that can be provided to the County is outlined in the table below.

Table 5: Emergency Management Planning, Training and Support Services

| Service | Description |
|---|---|
| 1. Mitigation Planning and Support | Review hazard mitigation plans (HMP) and provide the County strategies to implementing long-term resiliency measures. Conduct or train County staff to prepare Benefit-Cost Analysis, provide project management support, train County staff in environmental and historical requirements of mitigation programs, and augment County staff to complete mitigation applications and projects. |
| 2. Comprehensive Emergency Management Planning | Review and provide revision recommendations for Emergency Operations Plan (EOP), Continuity of Operations Plan (COOP), and/or additional requested County plans. Provide County with written and exercised guidance to assist in future disasters and emergencies. |
| 3. Disaster Debris Management Plans (DDMP) | Provide hands-on guidance during the County's planning strategies. Update regularly to ensure accuracy and maintain County's eligibility for increased federal PA cost-share under the FEMA PAAP Pilot Program and FEMA PA |

| Service | Description |
|---|---|
| | Program and Policy Guide. |
| 4. FEMA Public Assistance (PA) Training | Conduct training courses on the FEMA PA program for County officials and key departments expected to incur costs. Discuss eligibility and documentation requirements, as well as best-practices to help maximize likelihood of receiving reimbursement while minimizing the County's administrative burden. |
| 5. Identification of Debris Management Sites | Identify and rank multiple potential DMS sites and submit to County for approval and action. |
| 6. Procurement Assistance | Offer procurement assistance related to contracting with debris removal contractors, engineering or architectural firms, and additional contractors relevant to the County's response and recovery efforts. Thompson will ensure procurements are in compliance with County, FDEM, and FEMA requirements so that funding is not jeopardized due to improper procurement practices. |
| 7. Project Management | Provide long-term project management support for permanent work projects, mitigation activities, and other grant-funded projects. Management of task forces assigned to project, County stakeholders, and County contractors. |
| 8. Executive Guidance to County Commissions, Boards, and Panels | Subject-matter and program management expertise to ensure County leadership is knowledgeable of the County's response and recovery status as well as involvement in federal programs. |
| 9. Public Information Support | Provide technical support and assistance in the development and disbursement of public information notices. Conduct community outreach meetings, host telephone call centers, and provide general public relations support as requested. |
| 10. Other Training and Assistance as Requested by the County | Thompson is prepared to provide additional training or assistance requested by the County as related to debris removal and monitoring, grant management, emergency management, and additional County concerns that may arise. |
| 11. Other Reports and Data as Required by the County | Thompson utilizes numerous reports and data sources in our daily operations serving local governments. Thompson is prepared to deliver or prepare reports and data that may be required by the County. |

# FEE SCHEDULE

At the request of Escambia County, Florida (County), Thompson is providing the following schedules of hourly rates for the requested professional services. The rate schedules have been organized in accordance with industry standards for the provision of all hazards preparedness, planning, consulting, and recovery services. The hourly labor rates include all applicable overhead and profit. All non-labor project costs, such as approved travel, per-diem, meals, and rental of specialized equipment will be pre-approved by the County and billed at cost without mark-up.

Table 1: All Hazards Preparedness and Planning Services

| Positions | Hourly Rates |
|---|---|
| Project Manager | $ 120.00 |
| Senior Consultant | $ 95.00 |
| Emergency Management Consultant | $ 82.50 |
| Emergency Management Specialist | $ 62.50 |
| Emergency Management Analyst | $ 50.00 |
| Office/Clerical | $ 28.00 |

Table 2: Debris Removal Monitoring Services

| Positions | Hourly Rates |
|---|---|
| Project Manager | $ 95.00 |
| Operations Manager | $ 85.00 |
| Environmental Specialist | $ 75.00 |
| Data/Invoicing Manager | $ 65.00 |
| Field Supervisor | $ 55.00 |
| Debris Monitors | $ 34.00 |
| Clerical Assistant | $ 28.00 |
| Automated Debris Management System (ADMS) | $ 2.50 |

Table 3: Post Disaster Grant Program Consulting Services

| Positions | Hourly Rates |
|---|---|
| Project Manager | $ 120.00 |
| Project Engineer | $ 115.00 |
| Senior Grant Management Consultant | $ 95.00 |
| Grant Management Consultant | $ 85.00 |
| Environmental Scientist (Regulatory Support) | $ 95.00 |
| Grant Management Specialist | $ 75.00 |
| Grant Management Analyst | $ 55.00 |
| Field Site Inspector | $ 49.00 |

| **Jim Howes** | | | | |
|---|---|---|---|---|
| **PD 17-18.007, Debris Monitoring Services** | Points | Witt O'Brien's, LLC | Thompson Consulting Services, LLC | Tetra Tech, Inc. |
| History operating as a Primary Debris Monitor for municipalities and their Debris Hauling contractors acting as a liaison to FEMA completing required paperwork for Public Assistance. | 35 | 30 | 34 | 33 |
| Experience assisting municipalities with RFP/ITBs for Debris Hauling and Processing. Work would include development of the scope of work, price schedules, conference calls, review of vendor questions and addendum drafting as needed, vetting a multi-award vendor list, etc. | 25 | 20 | 24 | 23 |
| Previous experience drafting/updating Debris Management Plans (DMP). The Consultant should be familiar with all current federal and state requirements for Public Assistance/reimbursement procedures involving debris management. | 25 | 20 | 24 | 23 |
| Consider the amount of current work performed by the Contractor. | 15 | 10 | 14 | 13 |
| | Total | 80 | 96 | 92 |

| **Brent Schneider** | | | | |
|---|---|---|---|---|
| **PD 17-18.007, Debris Monitoring Services** | Points | Witt O'Brien's, LLC | Thompson Consulting Services, LLC | Tetra Tech, Inc. |
| History operating as a Primary Debris Monitor for municipalities and their Debris Hauling contractors acting as a liaison to FEMA completing required paperwork for Public Assistance. | 35 | 30 | 34 | 32 |
| Experience assisting municipalities with RFP/ITBs for Debris Hauling and Processing. Work would include development of the scope of work, price schedules, conference calls, review of vendor questions and addendum drafting as needed, vetting a multi-award vendor list, etc. | 25 | 20 | 24 | 22 |
| Previous experience drafting/updating Debris Management Plans (DMP). The Consultant should be familiar with all current federal and state requirements for Public Assistance/reimbursement procedures involving debris management. | 25 | 20 | 23 | 18 |
| Consider the amount of current work performed by the Contractor. | 15 | 10 | 10 | 10 |
| | Total | 80 | 91 | 82 |

| **Nick Bayanzay** | | | | |
|---|---|---|---|---|
| **PD 17-18.007, Debris Monitoring Services** | Points | Witt O'Brien's, LLC | Thompson Consulting Services, LLC | Tetra Tech, Inc. |
| History operating as a Primary Debris Monitor for municipalities and their Debris Hauling contractors acting as a liaison to FEMA completing required paperwork for Public Assistance. | 35 | 30 | 32 | 34 |
| Experience assisting municipalities with RFP/ITBs for Debris Hauling and Processing. Work would include development of the scope of work, price schedules, conference calls, review of vendor questions and addendum drafting as needed, vetting a multi-award vendor list, etc. | 25 | 25 | 25 | 25 |
| Previous experience drafting/updating Debris Management Plans (DMP). The Consultant should be familiar with all current federal and state requirements for Public Assistance/reimbursement procedures involving debris management. | 25 | 22 | 23 | 23 |
| Consider the amount of current work performed by the Contractor. | 15 | 12 | 13 | 14 |
| | Total | 89 | 93 | 96 |

| **Final Ranking for PD 17-18.007, Debris Monitoring Services** | Witt O'Brien's, LLC | Thompson Consulting Services, LLC | Tetra Tech, Inc. |
|---|---|---|---|
| Jim Howes | 80 | 96 | 92 |
| Brent Schneider | 80 | 91 | 82 |
| Nick Bayanzay | 89 | 93 | 96 |
| Total | 249 | 280 | 270 |
| **Final Ranking** | 3 | 1 | 2 |

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14227** **County Administrator's Report 11. 12.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 06/07/2018
**Issue:** Supplemental Budget Amendment #120 - CR 184 Muscogee Road Phase IVB
**From:** Stephan Hall, Budget Manager
**Organization:** Asst County Administrator - Lovoy
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #120 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #120, Local Option Sales Tax III Fund (352), in the amount of $500,000, to recognize proceeds from a State of Florida Department of Transportation State-Funded Grant Agreement (FPN 437039-4-54-01) and to appropriate these funds for the County Road 184 (Muscogee Road) Phase IVB Freight Corridor project.

## BACKGROUND:

On May 17, 2018, the Board approved a State of Florida Department of Transportation State-Funded Grant Agreement (FPN 437039-4-54-01) for the County Road 184 (Muscogee Road) Phase IVB Freight Corridor project. This project consists of roadway and minor drainage improvements along Muscogee Road, Phase IVB, from Booker Street to just west of CR 297A.
The estimated cost of the project is $577,500, and Escambia County agreed to fund the local participation amount of $77,500.

## BUDGETARY IMPACT:

This amendment will increase Fund 352 by $500,000. The estimated cost of the project is $577,500, and Escambia County agreed to fund the local participation amount of $77,500.

## LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases or decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA #120

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**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 funds from a State of Florida Department of Transportation State-Funded Grant Agreement for improvements on County Road (CR) 184 (Muscogee 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** |
|---|---|---|---|
| Muscogee Road Phase IVB | 352 | new | $500,000 |
| | | | |
| | | | |
| | | | |
| | | | |
| **Total** | | | $500,000 |

| **Appropriations Title** | **Fund Number/Cost Center** | **Account Code/ Project Number** | **Amount** |
|---|---|---|---|
| Improvements Other than Buildings | 352/210129 (new) | 56301/18EN4065 | $500,000 |
| | (new project: Muscogee Road Phase IVB) | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **Total** | | | $500,000 |

**NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.**

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

**Deputy Clerk**

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

**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: 2018.05.24 15:49:33 -05'00'

**OMB Approved**

**Supplemental Budget Amendment**
#120

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14232** **County Administrator's Report 11. 13.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 06/07/2018
**Issue:** Supplemental Budget Amendment #121 - Grant Agreement for 1000 Pinoak Lane Acquisition, Demolition, and Open Space Conversion Project
**From:** Stephan Hall, Budget Manager
**Organization:** Asst County Administrator - Lovoy
**CAO Approval:**

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## RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #121 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #121, Local Option Sales Tax III Fund (352), in the amount of $397,400, to recognize proceeds from a Federal Emergency Management Agency (FEMA) and Florida Division of Emergency Management (FDEM) Hazard Mitigation Grant Program Agreement (#18HM-H4-01-27-01-XXX) and to appropriate these funds for the 1000 Pinoak Lane Acquisition, Demolition, and Open Space Conversion Project.

## BACKGROUND:

On June 7, 2018, it is anticipated the Board will approve Hazard Mitigation Grant Program Agreement #18HM-H4-01-27-01-XXX in the amount of $397,400 from FEMA and FDEM. The funds will be used for the 1000 Pinoak Lane Acquisition, Demolition, and Open Space Conversion Project.

## BUDGETARY IMPACT:

This amendment will increase Fund 352 by $397,400.

## LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

## PERSONNEL:

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA #121

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**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 Hazard Mitigation Grant Program funds from FEMA and FDEM (passthrough) for the Pinoak Lane Acquisition, Demolition, and Open Space Conversion Project, and these funds must be recognized and appropriated.**

**NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2018:**

| Local Options Sales Tax III | 352 | | |
|---|---|---|---|
| **Fund Name** | **Fund Number** | | |
| **Revenue Title** | **Fund Number** | **Account Code** | **Amount** |
| Pinoak Lane Acquisition-HMGP | 352 | new | $397,400 |
| **Total** | | | $397,400 |

| **Appropriations Title** | **Fund Number/Cost Center** | **Account Code/ Project Number** | **Amount** |
|---|---|---|---|
| Improvements Other than Buildings | 352/210130 (new) | 56301/18EN4055 (new project: Pinoak Ln Acquisition-HMGP) | $397,400 |
| **Total** | | | $397,400 |

**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: 2018.05.24 15:50:36 -05'00'

**OMB Approved**

**Supplemental Budget Amendment**
#121

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14239** **County Administrator's Report 11. 14.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 06/07/2018
**Issue:** Supplemental Budget Amendment #125 - Bristol Park Modification Number One Hazard Mitigation Grant
**From:** Stephan Hall, Budget Manager
**Organization:** Asst County Administrator - Lovoy
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #125 - Stephan Hall, Budget Manager, Management and Budget Services Department

That the Board adopt the Resolution approving Supplemental Budget Amendment #125, Local Option Sales Tax III Fund (352), in the amount of $329,626, to recognize proceeds from the Modification Number One to Subgrant Agreement from the Division of Emergency Management (Contract #16HM-H4-01-27-01-452), approved by the Board on May 3, 2018, and to appropriate these funds for the Hazard Mitigation Grant Program (HMGP) Acquisition, Demolition, and Open Space Conversion Project within the Bristol Creek Area.

## BACKGROUND:

On May 3, 2018, the Board approved Modification Number One to Subgrant Agreement #16HM-H4-01-27-01-452 from the Division of Emergency Management. This modification provides an additional $329,626 for the project known as HMGP Bristol Creek, Project #16EN3595, and funds are for HMGP Acquisition, Demolition, and Open Space Conversion Project within the Bristol Creek Area.

## BUDGETARY IMPACT:

This amendment will increase Fund 352 by $329,626.

## LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA #125

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**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 be receiving additional funds from an existing State of Florida Division of Emergency Management Hazard Mitigation Grant (Contract 16HM-H4-01-27-01-452) for Bristol Creek, 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** |
| Bristol Creek HMGP | 352 | 331285 | $329,626 |
| | | | |
| | | | |
| | | | |
| | | | |
| **Total** | | | $329,626 |

| **Appropriations Title** | **Fund Number/Cost Center** | **Account Code/ Project Number** | **Amount** |
|---|---|---|---|
| Improvements Other than Buildings | 352/210120 | 56301/16EN3595 | $329,626 |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |
| **Total** | | | $329,626 |

**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: 2018.05.24 16:53:15 -05'00'

**OMB Approved**

**Supplemental Budget Amendment**
#125

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14238** **County Administrator's Report 11. 15.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 06/07/2018
**Issue:** Perdido Key Area Chamber of Commerce Funding Request for the First Star Spangled Salute Festival
**From:** Doug Underhill, Commissioner
**Organization:** Board of County Commissioners
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the $5,000 Funding Request from the Perdido Key Area Chamber of Commerce for the First Star Spangled Salute Festival - Commissioner Doug Underhill, District 2

That the Board approve the $5,000 funding request from the Perdido Key Area Chamber of Commerce for the First Star Spangled Salute Festival held on Saturday, May 19, 2018, from Commissioner Doug Underhill's discretionary money.

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

## BACKGROUND:

The Perdido Key Area Chamber of Commerce and the Morale, Welfare and Recreation Division, NAS Pensacola, worked together to present the "Star Spangled Salute Festival" in appreciation of our military. This event was held on National Armed Forces Appreciation Day, Saturday, May 19, 2018, and was completely free to all active and retired military members and their families.

## BUDGETARY IMPACT:

As part of the adopted Fiscal Year 2017-2018 Budget, each Commissioner received $50,000 in 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 work with the Perdido Key Area Chamber of Commerce to obtain the necessary paperwork to submit a voucher for payment.

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**Attachments**

*No file(s) attached.*

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# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14240** **County Administrator's Report 11. 16.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 06/07/2018
**Issue:** Funding Request from East Hill Christian Academy Fundamentals of Education and Basketball Camp
**From:** Lumon May, District 3 Commissioner
**Organization:** Board of County Commissioners
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the $1,500 Funding Request from East Hill Christian Academy Fundamentals of Education and Basketball Camp - Commissioner Lumon May, District 3

That the Board approve the $1,500 Funding Request from East Hill Christian Academy Fundamentals of Education and Basketball Camp from Commissioner Lumon May's discretionary money.

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

## BACKGROUND:

This year, East Hill Christian Academy will hold a basketball camp the week of July 13-19, 2018. This basketball camp will teach the fundamentals of basketball in a safe, Christian environment.

## BUDGETARY IMPACT:

As part of the Fiscal Year 2017-2018 Budget, each Commissioner was allocated $50,000 in 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 work with East Hill Christian Academy to obtain the necessary documentation to process this payment request.

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**Attachments**

*No file(s) attached.*

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# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14252** **County Administrator's Report 11. 17.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 06/07/2018
**Issue:** Funding Allocation for the Light Up Learning Fundraiser Event
**From:** Lumon May, District 3 Commissioner
**Organization:** Board of County Commissioners
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Funding Allocation for the Light Up Learning Fundraiser Event on Thursday, June 21, 2018 - Commissioner Lumon May, District 3

That the Board approve Commissioner May's request to use $2,000 from his discretionary money for the Light Up Learning Fundraiser event to support Early Brain Development scheduled for Thursday, June 21, 2018, at the De Luna Winery, 116 East Gonzalez Street, Pensacola, Florida.

[Funding: Fund 001, General Fund, Discretionary Money, Cost Center 110101, Object Code 58201]

## BACKGROUND:

In 2014, the Studer Community Institute staff's research began and two numbers stood out: only 66 percent of the children in Escambia County were ready for kindergarten and only 66 percent of the kids were graduating high school on time. The Light Up Learning Fundraiser aims to support the Institute's work to make an "Early Learning City" happen with existing organizaitons and businesses working together in three key areas: brain development eduation for Escambia County mothers within 24 hours of childbirth, parent education for children living within our County's pockets of poverty, and building learning into the external environment across the community.

## BUDGETARY IMPACT:

In the Fiscal Year 2017-2018 Budget, the Board approved $50,000 in discretionary funding for each Commissioner to use from the General Fund.

## 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 work with the Studer Community Institute to obtain the necessary paperwork to process a voucher for payment.

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**Attachments**

Light Up Learning Studer Community Institute

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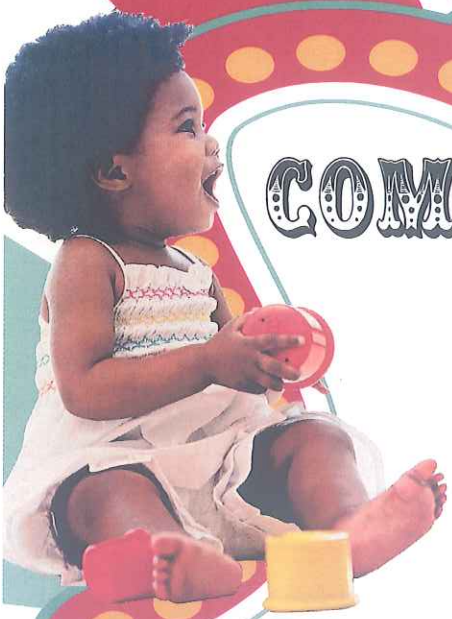

# COME ONE, COME ALL

## LIGHT UP Learning

Studer Community Institute

**A fundraiser to support Early Brain Development**

# Thursday, June 21

De Luna Winery • 116 E. Gonzalez St. • Pensacola

**For sponsorship information:**
Nicole Webb Bodie, nwebb@studeri.org

**SPECIAL HOST**
**Josh Sitton**
Miami Dolphins

STUDER COMMUNITY INSTITUTE

**The Studer Community Institute is a tax-exempt 501(c)(3) nonprofit organization.**

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14254** **County Administrator's Report 11. 18.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 06/07/2018
**Issue:** Funding Allocation for the National Association for the Advancement of Colored People (NAACP) 28th Annual Freedom Fund Banquet
**From:** Lumon May, District 3 Commissioner
**Organization:** Board of County Commissioners
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Funding Allocation for the National Association for the Advancement of Colored People for the 28th Annual Freedom Fund Banquet - Commissioner Lumon May, District 3

That the Board approve Commissioner May's request to allocate $1,000 from his discretionary money for the National Association for the Advancement of Colored People's (NAACP) 28th Annual Freedom Fund Banquet that will be held on Saturday, August 11, 2018, at 7:00 p.m., at the Army National Guard Armory, 8790 Grow Drive, Pensaacola, Florida.

[Funding: Fund 001, General Fund, Discretionary Money, Cost Center 110101, Object Code 58201]

## BACKGROUND:

For the past 28 years, the local Chapter of the National Association of the Advancement of Colored People (NAACP) have held their Annual Freedom Fund Banquet. As part of this banquet, several scholarships are awarded to area Seniors.

## BUDGETARY IMPACT:

As part of the Fiscal Year 2017-2018 Budget, the Board approved $50,000 for each Commissioner to use as discretionary money.

## 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 work with a representative from the NAACP to obtain the necessary paperwork to process the payment request.

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**Attachments**

*No file(s) attached.*

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# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14256** **County Administrator's Report 11. 19.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 06/07/2018
**Issue:** Funding Allocation for Movement for Change's 18th Annual Freedom Is Not Free Banquet
**From:** Jack Brown, County Administrator
**Organization:** County Administrator's Office
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Funding Allocation for Movement for Change's 18th Annual Freedom Is Not Free Banquet - Commissioner Lumon May, District 3

That the Board approve Commissioner May's request to use $1,000 from his discretionary money for Movement for Change's 18th Annual Freedom Is Not Free Banquet that will be held on Friday, June 22, 2018, from 6:00 p.m., until 8:00 p.m., at It's Personal Venue, 2608 West Ccervantes Street, Pensacola, Florida.

[Funding: Fund 001, General Fund, Discretionary Money, Cost Center 110101, Object Code 58201]

## BACKGROUND:

Movement for Change will hold their 18th Annual "Freedom is not Free" Banquet celebrating 20 years of community service. This year, the keynote speaker will be Desmond Meade, Attorney/President of Voters Rights and Restoration Coalition, who fought tirelessly to put the Second Chance Amendment on the November ballot to restore the right to vote for millions of ex-felons.

## BUDGETARY IMPACT:

As part of the Fiscal Year 2017-2018 Budget, the Board approved $50,000 for each Commissioner to use as discretionary money.

## 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 work with a representative from Movement for Change to obtain the necessary paperwork to process the payment.

---

**Attachments**

*No file(s) attached.*

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# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14214** **County Administrator's Report 11. 1.**
**BCC Regular Meeting** **Discussion**
**Meeting Date:** 06/07/2018
**Issue:** Acquisition of Real Property for the Bristol Park - Ashbury Hills Area Project
**From:** Joy Jones, Director
**Organization:** Public Works
**CAO Approval:**

## RECOMMENDATION:

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

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

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

| Property Owner | Property Address | Parcel Size | Purchase Price (averaged appraised value) |
|---|---|---|---|
| Jacob T. and Amber S. Hutchins | 3020 Ashbury Lane | 1.03 acres | $412,500 |

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

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

D. Authorize the County Attorney's Office to prepare and the Chairman or Vice

Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete this acquisition without further action of the Board.

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

This property is located in Commission District 5.

**BACKGROUND:**

Meeting in regular session on December 8, 2016, the Board approved staff to pursue the acquisition of properties that are listed within the Hazard Mitigation Grant Program (HMGP) and located along Eleven Mile Creek. Additionally, meeting in regular session on May 3, 2018, the Board approved Modification Number One. The Hutchins' property was approved in the Modification.

As stated in the FEMA Hazard Mitigation Grant Program Homeowner Acquisition Fact Sheet: the County is to pay fair and reasonable costs associated with real estate closing, including the cost of title transfer, recording fees, transfer taxes, and evidence of title and legal description (of which will be submitted for reimbursement). The homeowner is responsible for fees necessary to clear existing mortgages, liens and encumbrances from the deed, as well as any past-due taxes.

By authorizing the payment of documentary stamps and recording fees, the total value paid for each parcel will be in excess of the appraised value; therefore, a super-majority vote is required.

Staff obtained two appraisals for this parcel; $400,000 and $425,000. The average of these two appraisals is $412,500, which the Hutchins have accepted.

**BUDGETARY IMPACT:**

Fund 352 “LOST III”, Cost Center 210120, Object Code 56101, Project #16EN3595. Funds spent for these purchases are eligible for reimbursement through the grant.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property. The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

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**Attachments**

Contract - Hutchins
Aerial Map
December 8 BCC Minutes
May 3 BCC Minutes

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## CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Jacob T. Hutchins and Amber S. Hutchins, husband and wife, whose address is 3020 Ashbury Lane, Cantonment, Florida 32533 ("Sellers"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Sellers agree to sell and Buyer agrees to buy the real property described in Exhibit A, together with all structures, fixtures, and improvements (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2018.

2. PURCHASE PRICE; PAYMENT. The purchase price is Four Hundred Twelve Thousand, Five Hundred Dollars ($412,500.00), payable to Sellers at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Sellers in writing specifying the defects, and Sellers shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Sellers are unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Sellers shall be released for all obligations under the Contract.

5. SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Sellers must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Sellers and accepted by Buyer in writing, and (iii) mechanic's liens. Sellers represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Sellers and Buyer will pay costs and expenses as follows:

prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Buyer); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Sellers); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Sellers).

7. BROKERS. Neither Buyer nor Sellers have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Sellers must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Sellers shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Sellers for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any

provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Sellers cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Sellers until closing.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Sellers unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:
Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLERS:
Jacob T. Hutchins
and Amber S. Hutchins
3020 Ashbury Lane
Cantonment, FL 32533

WITH A COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Sellers shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Sellers, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. OCCUPANCY AND POSSESSION. Sellers warrant delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Sellers convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Sellers, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Sellers agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

**THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

**THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.**

**SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:**

**ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS**

ATTEST: Pam Childers
Clerk of the Circuit Court

**Jeff Bergosh, Chairman**

Deputy Clerk

Date: _____

BCC Approved: _____

**Approved as to form and legal sufficiency.**
**By/Title:** Asst. County Atty.
**Date:** May 24, 2018

**SELLERS:**

Witness
Stacey S. Ward
Print Name

**Jacob T. Hutchins**

Witness
Kara Johnson
Print Name

Date: 5/22/18

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of May, 2018, by **Jacob T. Hutchins.** He (__) is personally known to me, (✓) produced current FL Drivers License as identification.

Signature of Notary Public
Stacey S. Ward
Printed Name of Notary Public

(Notary Seal)

STACEY S. WARD
Notary Public - State of Florida
Commission # GG 188816
My Commission Expires
April 7, 2022

Witness

Stacey S. Ward
Print Name

Witness

Kara Johnson
Print Name

**Amber S. Hutchins**

Date: 5/22/18

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of May, 2018, by **Amber S. Hutchins**. She ( ) is personally known to me, (✓) produced current Fl Drivers License as identification.

Signature of Notary Public

Stacey S. Ward
Printed Name of Notary Public

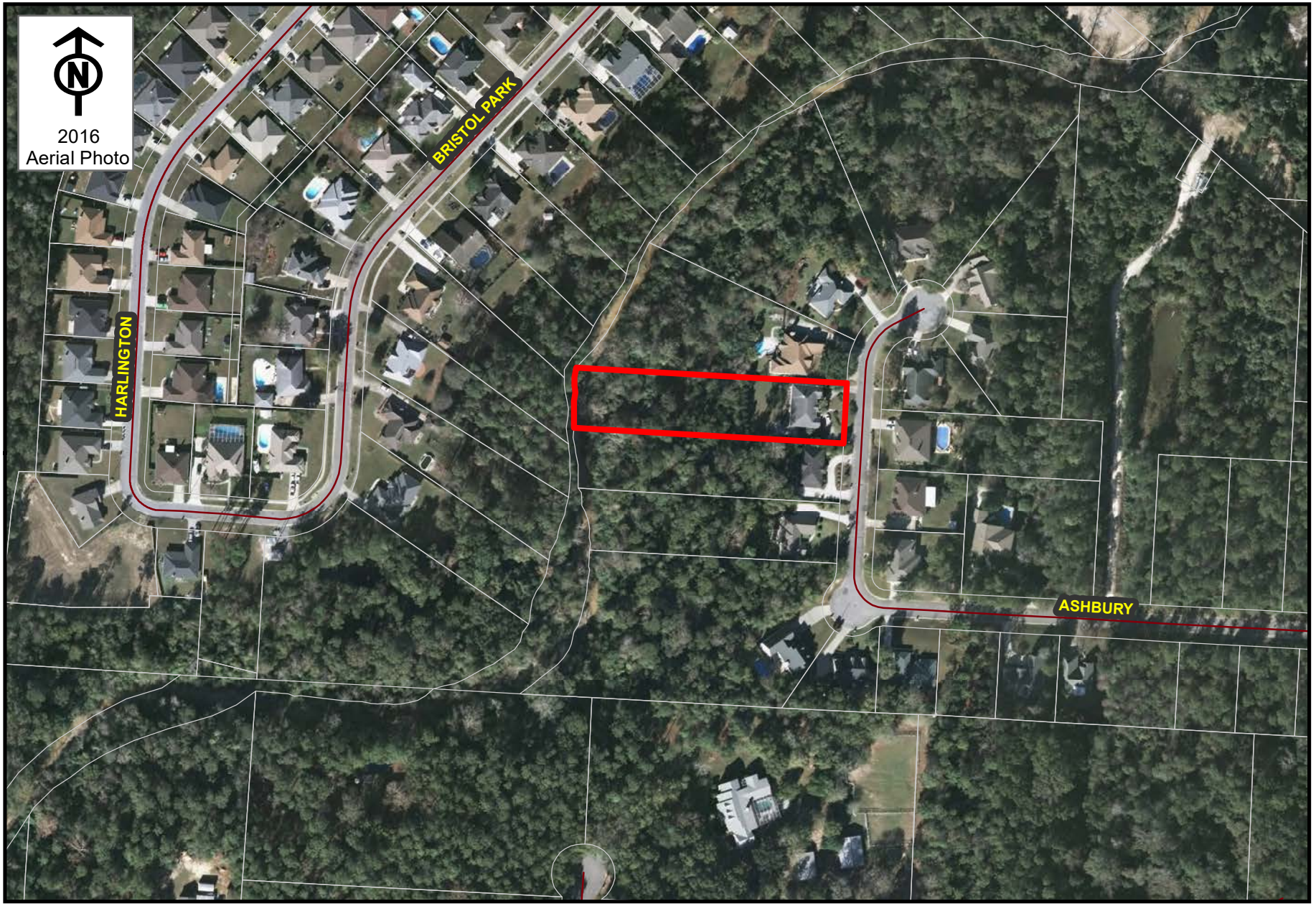
(Notary Seal)

STACEY S. WARD
Notary Public - State of Florida
Commission # GG 188816
My Commission Expires
April 7, 2022

Exhibit "A"

Lot 30, Ashbury Hills, a subdivision of a portion of Section 3, Township 1 South, Range 31 West, Escambia County, Florida, according to the plat recorded in Plat Book 14 at Page 24, of the public records of said County.

# Bristol Park - Ashbury Hills




ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

KPJ 4/27/18 DISTRICT 5

**3020 Ashbury Lane**

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board consider the purchase of real properties, located in the Bristol Park - Ashbury Hills Area, for the Hazard Mitigation Grant Program (HMGP), and take the following action (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595):

   A. Authorize staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;

   B. Authorize staff to pursue property and/or partial parcel acquisition from other willing owners, specifically located along the creek bank of Eleven Mile Creek, by first seeking Scope of Work amendments to Federally-Funded Subgrant Agreement, Project Number 4177-08-R, Agreement #16HM-H4-01-27-01-452, from the State of Florida, Division of Emergency Management (FDEM);

   C. Request modified Grant Agreement, allowing use of funds for purposes of construction;

   D. Authorize staff to continue with the purchase procedures, as outlined in Section 46-139 of Escambia County Code of Ordinances and consistent with FEMA acquisition requirements, which includes the process for the property owner to appeal the appraised value;

   E. Authorize staff to continue with acquisition, in accordance with Section 46-139 of Escambia County Code of Ordinances, for the vacant parcels along the creek bank of Eleven Mile Creek; and

   F. Authorize staff to prepare contracts for consideration and final approval by the Board.

   **Approved 5-0, Items A through F**

   **Approved 5-0 to authorize staff to continue with the acquisition, in accordance with the Board's Policy, of the vacant parcels along the creek bed**

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Recommendation: That the Board take the following action concerning an Interlocal Agreement between Escambia County, Florida, and the City of Pensacola Relating to the West Cervantes Street Corridor Traffic Feasibility Study (Funding: Local Option Sales Tax IV - Public Works - $250,000):

A. Authorize the Chairman to sign a joint letter between Escambia County and the City of Pensacola requesting that the Florida Department of Transportation (FDOT) program a traffic feasibility study for the West Cervantes Street/Mobile Highway corridor in the FDOT 5-Year Work Program at its earliest possible fiscal year; and

B. Authorize the Chairman to sign an Interlocal Agreement between Escambia County, Florida, and the City of Pensacola, Florida, to contribute appropriate funding for the traffic feasibility study for the West Cervantes Street/Mobile Highway corridor.

**Approved 5-0**

18. Recommendation: That the Board take the following action concerning the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA) and Florida Division of Emergency Management (FDEM) Hazard Mitigation Grant Program (HMGP) for the Eleven Mile Creek Acquisition/Demolition/Open Space Conversion, Flood Plain Management, and Wetland Stream Restoration, within the area adjoining Bristol Creek, Bristol Park, and Ashbury Hills Subdivisions, including Tara Drive and Brentwood Lane:

A. Approve, and Authorize the Chairman to execute, Modification Number One to Subgrant Agreement between the Division of Emergency Management and Escambia County BOCC, Contract Number 16HM-H4-01-27-01-452, for Project Number 4177-08R, for Hazard Mitigation Grant Program Acquisition, Demolition, and Open Space Conversion Project; this reinstates and extends the Agreement from July 14, 2016, through August 31, 2019;

B. Authorize the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and program-related documents for this project that do not alter the finite terms of funding amounts or budgets;

(Continued on Page 41)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Continued…

C. Authorize staff to continue to pursue acquisition of properties abutting Eleven Mile Creek associated with this Grant and project area, subject to Legal review and sign-off, including any Agreements, Easements, Hold Harmless Agreements, or other documents of conveyance, as may be required from the property owners designated in the Grant Agreement or associated with the project goals;

D. Authorize Grant Application submittal to FDEM and Local Mitigation Strategy Board for continued property acquisition, demolition, and open space conversion of lots adjoining Eleven Mile Creek, in the project area, under the FDEM HMGP, associated with Presidential Disaster Declaration for Hurricane IRMA (FEMA 4337-DR-FL), other associated FEMA Hazard Mitigation Assistance Programs, and any other applicable eligible grant opportunities sources;

E. Approve reallocating the remaining balance of $29,960 from Century Hazard Mitigation Grant Program Project, from Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Transportation and Drainage (T&D) Project #12EN2135, to the Eleven Mile Creek Restoration Project, Fund 352, Cost Center 210107, LOST III, T&D Project #15EN3205, to be utilized as match funds for Hurricane IRMA (FEMA 4337-DR-FL) HMGP-LMS application; and

F. Approve allocating $280,000, as planned to be available in LOST IV, Cost Center 210106, Fiscal Year (FY) 2020 and $1,400,000 in FY 2025, for Bristol Park- Ashbury Hills Area of Eleven Mile Creek Stream Restoration project, to be utilized to provide match funds for Hurricane IRMA (FEMA 4337-DR-FL) HMGP-LMS application, and other associated project costs.

(Funding Source: Eleven Mile Creek Restoration Project, Fund 352, Cost Center 210107, LOST III, T&D Project #15EN3205 has a remaining balance of $ 5,805, including $29,960 reallocation requested in this recommendation for a total of $35,765)

(Continued on Page 42)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Continued…

(Funding match has been leveraged utilizing the NFWF [National Fish and Wildlife Foundation] funds for Bayou Chico Restoration -Beach Haven Northeast Phase 1 Project that provides 100% federal funding as a global match, under FDEM non-financial agreement #FDEM No. 16NF-00-01-27-01-453, and agreement Modification #1 for FEMA Project #4177-09R, for all Escambia County 4177 disaster declaration HMGP projects)

(Funding of Eleven Mile Creek Stream Restoration Design Services, specified in PD# 16-17.011 Phase 2 of Mott Macdonald's contract, has been submitted to the United States Department of Treasury to request $1,131,477.75, direct component RESTORE funding, expected to be awarded in June 2018)

**Approved 5-0**

Speaker(s):

Gloria Horning

19. Recommendation: That the Board take the following action concerning Agreement renewal for Youth Employment Program participants (Funding Source: Fund 001, General Fund, Cost Center 130201, and Object Code 53401):

A. Approve the first one-year renewal option, as outlined in the terms of the Staffing Agreement for Escambia County Youth Employment Program, between Escambia County, Florida, and Landrum Staffing Services, Inc.; the original Agreement was approved by the Board on June 8, 2017; and

B. Authorize the County Administrator to execute a Purchase Order, in the amount of $300,510, to Landrum Staffing Services, Inc., for the Youth Employment Program participants for the Fiscal Year 2017-2018.

**Approved 5-0**

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14233** **County Administrator's Report 11. 2.**
**BCC Regular Meeting** **Discussion**
**Meeting Date:** 06/07/2018
**Issue:** Acquisition of a Portion of Real Property for West Kingsfield Road and County Road 297A Intersection Improvement Project
**From:** Joy Jones, Director
**Organization:** Public Works
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Acquisition of a Portion of Real Property for the West Kingsfield Road and County Road 297A Intersection Improvement Project - Joy Jones, P.E., Public Works Department Director

That the Board accept two Deeds from DSLD Homes, LLC, for a portion of two parcels located in the northwest corner of West Kingsfield Road and County Road 297-A, for the intersection improvement project. The County Attorney asks that you note proceeding with this Recommendation requires acceptance of imperfect title. However, the perfection of title, even if possible to accomplish, would result in a significant delay to this project.

[Funding Source: Fund 352, "LOST III," Cost Center 210107, Object Code 56101, Project #16EN3495]

This property is located in Commission District 5.

## BACKGROUND:

Meeting in regular session on November 3, 2016, the Board awarded a task order contract for PD 15-16.091, Design Services for Traffic Signal Design for County Road (CR) 95A at Chemstrand Road and CR 297A at Kingsfield Road, to John Davenport Engineering, Inc., per the terms and conditions of PD 15-16.091, Professional Services, as governed by Florida Statute 287.055 for a lump sum amount of $102,410 and allowances of $4,500.

The consultant was tasked with a traffic signal design at the intersections of CR 95A at Old Chemstrand Road and CR 297A at Kingsfield Road. The intersection

of CR 297A at Kingsfield Road will require property acquisition to install the upgraded turn lanes and pedestrian features. All property owners involved in the intersection improvements have agreed to sell a portion of their property to help with the project.

**BUDGETARY IMPACT:**

Funds for this acquisition are available in Fund 352, "LOST III," Cost Center 210107, Object Code 56101, Project #16EN3495.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Contract for Sale and Purchase has been reviewed and approved by Stephen West, Senior Assistant County Attorney. The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

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**Attachments**

Aerial Map

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# Kingsfield and County Road 297-A

ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 5/29/18 DISTRICT 5

**Property Needed from DSLD Homes, LLC**

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14216** **County Administrator's Report 11. 3.**
**BCC Regular Meeting** **Discussion**
**Meeting Date:** 06/07/2018
**Issue:** Acquisition of Real Property Located at 621 South Navy Boulevard Through the Defense Infrastructure Grant (DIG)
**From:** Joy Jones, Director
**Organization:** Public Works
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Through the Defense Infrastructure Grant - Joy Jones, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of real property, located at 621 South Navy Boulevard (approximately 0.19 acres), from David Toellner and Natalie Toellner, through the Defense Infrastructure Grant (DIG):

A. Authorize the purchase of real property located at 621 South Navy Boulevard (approximately 0.19 acres), from David Toellner and Natalie Toellner, for a purchase price of $199,500;

B. Approve the Contract for Sale and Purchase for the acquisition of real property at 621 South Navy Boulevard (approximately 0.19 acres), from David Toellner and Natalie Toellner; and

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

**NOTE: THE CONTRACT FOR SALE AND PURCHASE WILL BE DISTRIBUTED UNDER SEPARATE COVER.**

[Funding: Fund 110, Other Grants and Projects, Cost Center 221019 - $187,876, and Fund 110, Cost Center 221020 - $11,624]

This property is located in Commission District 2.

**BACKGROUND:**

In 2004, the Board began to implement a density reduction program recommended in the Joint Land Use Study (JLUS), through land acquisition, to combat the encroachment of residential and incompatible use on the military mission at Naval Air Station Pensacola (NASP). This program promotes flexibility for NASP to adapt training missions to meet future needs. A primary funding source for these land acquisitions is the Defense Infrastructure Grant (DIG) program administered by Enterprise Florida. The DIG program provides no-match grants to assist meeting Florida's communities' needs in hosting defense industries, bases, and installations. Escambia County has participated in this program since 2007.

The subject parcel was identified, in coordination with the Navy, to meet the goal of reducing encroachment of residential and incompatible uses within the Airfield Influence Planning District (AIPD) for NASP.

**BUDGETARY IMPACT:**

Funding for this project is available in Fund 110, Other Grants and Projects, Cost Center 221019 ($187,876), and Fund 110, Cost Center 221020 ($11,624.)

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's office will prepare the closing documents and conduct the closing for the purchase of this property.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139 of the Escambia County code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

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**Attachments**

Aerial_Toellner

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# Defense Infrastruce Grant Project

ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 3/6/18 DISTRICT 2

**Toellner Property**
**621 South Navy Boulevard**

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14230** **County Administrator's Report 11. 4.**
**BCC Regular Meeting** **Discussion**
**Meeting Date:** 06/07/2018
**Issue:** Acquisition of Real Property Located Behind the 9600 Block of Westgate Circle Through the Defense Infrastructure Grant (DIG)
**From:** Joy Jones, Director
**Organization:** Public Works
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located Behind the 9600 Block of Westgate Circle Through the Defense Infrastructure Grant - Joy Jones, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of real property through the Defense Infrastructure Grant (DIG):

A. Authorize the purchase of the following three parcels of real property located behind the 9600 Block of Westgate Circle, totaling 45.28 acres, from MLC, LLC, for a purchase price of $115,000;

| Property Owner | Parcel Reference Number |
|---|---|
| MLC, LLC | 18-3S-31-1101-000-001 |
| MLC, LLC | 18-3S-31-1101-000-002 |
| MLC, LLC | 18-3S-31-2000-000-001 |

B. Approve the Contract for Sale and Purchase for the acquisition of real property located behind the 9600 Block of Westgate Circle (45.28 acres), from MLC, LLC; and

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

**NOTE: THE CONTRACT FOR SALE AND PURCHASE WILL BE DISTRIBUTED UNDER SEPARATE COVER.**

[Funding: Fund 110, Other Grants and Projects, Cost Center 221015 $106,761, and Fund 110, Cost Center 221019 $8,239]

This property is located in Commission District 2.

## BACKGROUND:

In 2004, the Board began to implement a density reduction program recommended in the Joint Land Use Study (JLUS), through land acquisition, to combat the encroachment of residential and incompatible use on the military mission at Naval Air Station Pensacola (NASP). This program promotes flexibility for NASP to adapt training missions to meet future needs. A primary funding source for these land acquisitions is the Defense Infrastructure Grant (DIG) program administered by Enterprise Florida. The DIG program provides no-match grants to assist meeting Florida's communities' needs in hosting defense industries, bases, and installations. Escambia County has participated in this program since 2007.

The subject parcels were identified, in coordination with the Navy, to meet the goal of reducing encroachment of residential and incompatible uses within the Airfield Influence Planning District (AIPD) for NASP. The three contiguous parcels are located behind the 9600 block of Westgate Circle, between Blue Angel Parkway and Gulf Beach Highway. One combined appraisal was completed on all three parcels.

## BUDGETARY IMPACT:

Funding for this project is available in Fund 110, Other Grants and Projects, Cost Center 221015 ($106,761), and Fund 110, Cost Center 221019 ($8,239).

## LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will prepare the closing documents and conduct the closing for the purchase of these properties.

## PERSONNEL:

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

## POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

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## Attachments

Aerial Map - MLC

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# Defense Infrastructure Grant
# MLC, LLC
# 9600 Block Behind Westgate Circle

ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 12/19/17 DISTRICT 2

**18-3S-31-1101-000-001**

**18-3S-31-1101-000-002**

**18-3S-31-1200-000-001**

*All parcels owned by and being purchased from MLC, LLC.

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14175** **County Administrator's Report 11. 5.**
**BCC Regular Meeting** **Discussion**
**Meeting Date:** 06/07/2018
**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. The King Richard Foundation, Inc., in the amount of $1,000;

B. Pathways for Change, in the amount of $5,000;

C. Movement for Change, Inc., in the amount of $1,000;

D. FamiliesFirst Network of Lakeview, in the amount of $1,000; and

E. Milk and Honey Outreach Ministries, Inc., in the amount of $,1000.

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):

The King Richard Foundation Inc. - $1,000
Pathways for Change - $5,000
Movement for Change Inc. - $1,000
FamiliesFirst Network of Lakeview - $1,000
Milk and Honey Outreach Ministries Inc. - $1,000

**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

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**Attachments**

The King Richard Foundation Inc
Pathways for Change
Movement for Change Inc
FamiliesFirst Network of Lakeview
Milk and Honey Outreach Ministries, Inc

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**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**

May 9, 2018

The King Richard Foundation Inc.
Attn: Ann Richard
2322 Amelia Lane, Pensacola FL 32526

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated April 24, 2018.

Dear Ann Richard,

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, 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.

# 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: The King Richard Foundation, Inc. DATE 04/24/2018

POINT OF CONTACT Ann Richard PH# (850) 944-9408

EMAIL ADDRESS: king100490@aol.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 05/20/2018 AMOUNT REQUESTED: $ 2,000

CHECK PAYABLE TO: The King Richard Foundation, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 2322 Amelia Lane City Pensacoal, 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** A.R. (Initial)

**NAME OF CERTIFYING OFFICIAL**
Ann Richard

**TITLE OF CERTIFYING OFFICIAL**
Treasurer

**SIGNATURE (Digital)**
Ann Richard
Digitally signed by Ann Richard
Date: 2018.04.24 14:45:14 -05'00'

**DATE**
04/24/2018

## STAFF USE ONLY

| | SIGNATURE | APPROVED | DENIED | COMMENTS |
|---|---|---|---|---|
| CFO | | ☑ | ☐ | |
| LEGAL | | ☑ | ☐ | |
| CHIEF | | ☑ | ☐ | AMOUNT APPROVED $1,000 |
| SHERIFF | | ☑ | ☑ | I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5) |

CFO ASSISTANT Date processed 5/9/18

Monies already contributed to "Pathway for Change" - Not associate. OK DM

DAVID MORGAN, SHERIFF

DATE 5/7/2018

1/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

The King Richard Foundation, 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.

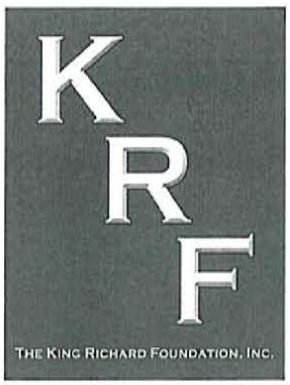
Begin Typing Here

The King Richard Foundation's purpose is to financially sponsor attendance of disadvantaged children affected by Autism and other Developmental disabilities (i.e. Down 's syndrome, Cerebral Palsy, Mentally Challenged, etc.) at local summer camps, but will assist these children in general. The goal of the foundation is to help offset some of the cost with partial and full scholarships for these families in need of assistance with tuition. Grant will be used to fund KRF's, "Send A Kid To Camp,"- to help pay camp fees and tuition for 8 eligible candidates, camp costs ranging from $600 to $2800, and in some cases provide assistance with gas for transportation to and from camp site and/ or lunch money for campers to eat while attending camp. Other functions of KRF include providing funding for other enrichment projects, i.e. discovery trips, community events, etc. educational programs for targeted individuals, and public awareness activities.

There are more than 2500 children affected by Autism in our community, and several thousands affected by other developmental disabilities ( i.e. Down's Syndrome, Cerebral Palsy and Mentally Challenged). Even though there are other organizations within the community that provide services, many times these individuals and their families fall between the cracks for reasons unknown, and are unable to get services that they desperately need. The foundation's mission is to be of service to disadvantaged individuals and their families with the goal of helping to improve their quality of life with educational, therapeutic and recreational opportunities that are not available to them. Funding is necessary to provide programs to assist these families in need. Through educational programs they can learn to better care for their loved one affected by this condition, and everyone regardless of their socioeconomic status should be afforded the same opportunity to participate in recreational activities as everyone else. The foundation believes that everyone that wants to participate in camp should have the same opportunity as everyone else, and not be turned away because of his or her family's inability to pay. We want to help these individuals assimilate into society which is costly. With the aid and support of the Foundation these individuals will have access to activities in the community that they would not otherwise be able to participate.

The King Richard Foundation is a 501(c)3 non-profit organization that is dedicated to sponsoring disadvantaged children with Autism and other developmental disabilities attendance at local summer camps. If the foundation is awarded this financial request we will provide advertising to encourage

drug abuse education/prevention, safe neighborhood on KRF publications, i.e. website, ad booklet, event program. Please give consideration to our request, we need your help with our "Send A Kid To Camp" project that will sponsor 8 eligible candidates, providing scholarships ranging from $250 to $1000. We also provide holiday meals and brand new coats to special needs individuals through our "Thanksgiving and Christmas baskets," and our "Give A Kid A Coat" projects




**~THE KING RICHARD FOUNDATION, INC.~**
Helping individuals of low-income families affected by
Autism and other developmental disabilities.

January 3rd, 2018

RE: 9th Annual "Beauty by the Bay"
Fashion Show/Dinner – Autism Fundraiser - May 20, 2018, (3:00 p.m.)

Dear friend (Sponsor),

When's camp, Mom? When's camp?

I'm told by many parents this question is asked over and over by their children as the days lead up to camp. Summer camps are vitally important to kids from all walks of life including children with Autism and other developmental disabilities. In Escambia and Santa Rosa County there are an estimated 2500 hundred children with Autism whose families face the challenge of finding safe, affordable and appropriate placement in summer camps and recreational outlets. These children not only require programs that are inclusive, but programs that are highly specialized and designed to meet the needs of each individual's special needs.

This is the ninth year the **King Richard Foundation (KRF)** will sponsor kids with special needs participation in summer camp programs. The foundation continues to have success and grow each year with the generous support from the business community, friends and neighbors. We have set a goal to sponsor eight candidates attendance at camp this year and will need your support to achieve this goal. Our hope is that no child will be left behind regardless of the cost, which can range from $600.00 to $2800.00, depending on the needs of the child. And, needless to say, most of our parents need assistance with the tuition. These camps on average are from four weeks to eleven weeks and offer a variety of activities including singing, dancing, trips to the movies, mall, beach, etc. and more importantly, they are learning life skills while having fun.

The 9th Annual "Beauty by the Bay" Fashion Show, dinner and special entertainment will be held on Sunday, May 20, 2018, at 3:00pm, at Sanders Beach – Corinne Jones Community Center. You may make your contributions to the foundation in the following ways:

- Reserve a table for 10 for $350.00 and receive a ½ page advertisement for your business
- Purchase and sell individual tickets for $35.00 available **NOW** online at our website.
- Purchase and sell advertisement space in our ad booklet: $100.00 - full page, $50.00 - half page. $25.00-quarter page.
- Make a donation of any amount to the foundation.

All sponsors and donors will be acknowledged in our ad booklet and are welcome to share information at the display table (brochures, etc.). The King Richard Foundation is a 501(c)3 non-profit organization, all money and/or goods donated are tax deductible as under the Internal Revenue Code.

Your support is needed to help us accomplish our goal, which is to **"Send A Kid To Camp."**

The foundation will accept donations online at www.thekingrichardfoundation.org or please make checks payable to "The King Richard Foundation, Inc. and mail to:

2322 Amelia Lane
Pensacola, Florida 32526

For additional information please call (850)944-9408 or email king100490@aol.com. I hope to hear from you soon.

Sincerely,

Ann Richard
Event Coordinator

NOTE: The King Richard Foundation's principal purpose is the send disadvantaged children affected by Autism and other Developmental disabilities to camp, but will assist these children in general. Any funds raised at the "Beauty by the Bay" dinner that exceed the amount needed to 'send a kid to camp' goes directly towards supporting other needs of these children and their families, i.e., educational & public awareness activities, **"Thanksgiving & Christmas baskets"** and **"Give A Kid A Coat,"** project etc.

Marilyn (age 9)

Prince (age 12)

Janay (age 20)

## PLEASE DONATE. WE NEED YOUR HELP!

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

1-800-HELP-FLA (435-7352)
www.800helpfla.com
www.freshfromflorida.com

DIVISION OF CONSUMER SERVICES
2005 APALACHEE PKWY
TALLAHASSEE FL 32399-6500

**FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES**
**COMMISSIONER ADAM H. PUTNAM**

June 8, 2017 **Refer To: CH32404**

THE KING RICHARD FOUNDATION, INC.
2322 AMELIA LN
PENSACOLA, FL 32526-8883

RE: THE KING RICHARD FOUNDATION, INC.
REGISTRATION#: CH32404
EXPIRATION DATE: May 27, 2018

Dear Sir or Madam:

The above-named organization/sponsor has complied with the registration requirements of Chapter 496, Florida Statutes, the Solicitation of Contributions Act. A COPY OF THIS LETTER SHOULD BE RETAINED FOR YOUR RECORDS.

Every charitable organization or sponsor which is required to register under s. 496.405 must conspicuously display the registration number issued by the Department and in capital letters the following statement on every printed solicitation, written confirmation, receipt, or reminder of a contribution:

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

The Solicitation of Contributions Act requires an annual renewal statement to be filed on or before the date of expiration of the previous registration. The Department will send a renewal package approximately 30 days prior to the date of expiration as shown above.

Thank you for your cooperation. If we may be of further assistance, please contact the Solicitation of Contributions section.

Sincerely,

*Tianna Baity*

Tianna Baity
Regulatory Specialist I
850-410-3770
Fax: 850-410-3804
E-mail: tianna.baity@freshfromflorida.com

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 12 2010

THE KING RICHARD FOUNDATION INC
C/O ANN RICHARD
2322 AMELIA LANE
PENSACOLA, FL 32526

Employer Identification Number:
27-2353343
DLN:
17053144314030
Contact Person:
CARLY D YOUNG ID# 31494
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:
April 8, 2010
Contribution Deductibility:
Yes
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. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

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.

Letter 947 (DO/CG)

Form **W-9**
(Rev. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
The King Richard Foundation, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; 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) ▶ C
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ 501(c)3 nonprofit organization

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.)
2322 Amelia Lane

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32526

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 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

**or**

**Employer identification number**
2 7 – 2 3 5 3 3 4 3

## 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 ▶ Ann Richard Date ▶ 4/24/18

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

### 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?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

FLORIDA DEPARTMENT OF REVENUE

# Consumer's Certificate of Exemption

DR-14
R. 04/11

**Issued Pursuant to Chapter 212, Florida Statutes**

| Certificate Number | Effective Date | Expiration Date | Exemption Category |
|---|---|---|---|
| 85-8015440995C-0 | 08/05/2015 | 08/31/2020 | 501(C)(3) ORGANIZATION |

This certifies that

THE KING RICHARD FOUNDATION INC
2322 AMELIA LN
PENSACOLA FL 32526-8883

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 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.

# State of Florida

## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE KING RICHARD FOUNDATION, INC., a Florida corporation, filed on April 8, 2010 effective April 1, 2010, as shown by the records of this office.

The document number of this corporation is N10000003548.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of April, 2010

Kurt S. Browning
Secretary of State

CR2EO22 (01-07)

Autism Fundraiser Ad Form

# 9th Annual "Beauty by the Bay" Fashion Show & Dinner

Sanders Beach – Corinne Jones Community Center
Sunday, May 20, 2018 @ 3:00pm

Thank you in advance for participating in our Autism Fundraiser ad booklet for the **"Beauty by the Bay" Fashion Show & Dinner.**

**Please complete the following information and return this form, your ad, and payment to the address below.**

**Organization/Patron Name:** _____ **Date:** _____

**Contact Person:** _____
**(First and Last Name)** **Title**

_____
**Address** **City/State/Zip Code**

_____
**Telephone/Ext.** **Fax** **E-mail**

## Advertising Rates

**CHECK APPROPRIATE AD SIZE DESIRED**

**Note: Full Page dimensions are 8 ½" x 11"**

| | | |
|---|---|---|
| _____ | **Full Page:** | **$100.00** |
| _____ | **1/2 Page:** | **$ 50.00** |
| _____ | **1/4 Page:** | **$ 25.00** |
| _____ | **Patron Listing: (Print Below)** | **$ 5.00** |

_____

**Deadline:**

All ads and payments must be received no later than **April 16, 2018**

**Make check payable to: The King Richard Foundation, Inc.**

**Mail This Form /Payment/ Your Ad to:**
The King Richard Foundation, Inc.
2322 Amelia Lane
Pensacola, FL 32526

All photographs and artwork must be print ready and not require any touching up. All text and photographs/artwork must fit within the space purchased. The King Richard Foundation, Inc. cannot assume responsibility for ads not conforming to specified mechanical requirements and reserves the right to make adjustments to ads. Please carefully proofread your ad and check your spelling prior to submission. Again, we appreciate your generous support.

*Ads that include Artwork/Graphics(bmp or jpg format) can also be emailed to: king100490@aol.com and cc to Melanie.e.Johnson@cox.net

For more information, call Fundraiser ad booklet Chairperson, Ann Richard (850) 944-9408

**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**

May 9, 2018

Pathways for Change
Attn: Connie Bookman
P.O. Box 17852 Pensacola FL 32522

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated April 24, 2018.

Dear Connie Bookman,

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 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.

# 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: Pathways For Change DATE 04/24/2018

POINT OF CONTACT Connie Bookman PH# 850-346-2922

EMAIL ADDRESS: CBookman@pathwaysforchange ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process ) 05/16/2018 AMOUNT REQUESTED: ~~$10,000~~ $5,000.00

CHECK PAYABLE TO: Pathways For Change

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street PO Box 17852 City Pensacola State FL Zip Code 32522

## 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** Connie Bookman

**TITLE OF CERTIFYING OFFICIAL** Chief Executive Officer

**SIGNATURE (Digital)**

**DATE** 04/24/2018

## 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 5/9/18

DAVID MORGAN, SHERIFF

DATE 5/7/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

Pathways For Change

**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

NEEDS STATEMENT

There are 21.7 million U.S. Veterans; 1.6 million live in FL and 2,900 are homeless in FL; 3006 vets in Escambia County; 12% of these United States Military Veterans are diagnosed with PTSD. The Discharge Planning Team at Biloxi VA state they discharge two to three women every day from their PTSD Unit. The women have nowhere to go; they are discharged to the streets with no housing and are further traumatized. There are too few facilities that house women without children and even fewer with a clinically-sound treatment program like Pathways For Change. We offer a faith-based transitional housing and therapeutic community (TC) centered on healing of post-traumatic stress disorder. The TC method places the responsibility of running the facility in the hands of the clients. As staff, we observe client's leadership styles, i.e. do they become aggressive and demeaning, or are they afraid to confront? We are there to help them move into a new management style and become a working team. Everyone has a "job" and shared responsibilities for their home.

We opened our doors in January, 2018 and currently house and treat six wounded warriors. They are finding solace in the military style therapeutic community and are beginning to become less anxious in their daily activities. We have a strong partner in the Veterans Administration who provides two intensive group therapy sessions per week under the care of Dr. Patricia Lyle. Also, The Vet Center provides expert services in individual therapy with each client as well as life skill classes such as Tai Chi on Friday afternoons. PFC has a full-time Director and two house mothers to oversee daily operations.

POPULATION SERVED

Pathways For Change as a whole provides prevention and treatment to the local community. The Clinton Cox Residence is designed solely to support the Wounded Female Veteran population. The only requirement we have is that they agree to reside in a sober living environment and that they are dedicated to the treatment program. They can work at their own pace and they will have the support needed to complete any task given. They will be assigned a mentor and a therapist/case manager and they will be surrounded by loving staff and volunteers.

COMMUNITY AND VOLUNTEER SUPPORT

JUSTIFICATION CONT.

COMMUNITY AND VOLUNTEER SUPPORT

We have received support from the Veteran's Administration, the Blue Angels Foundation, the Marine Corps League and Twelve Oaks (free detox and inpatient substance abuse treatment). Our volunteer base is also from the local community along with volunteers from the United Methodist Women, Hip Huggers Women's Krewe and Navy Marine Corps League.

FUNDING REQUEST

General operations of CCR is a cost of $12,000 per month. Many Vets arrive with no income. This $10,000 donation will assist in the funding needs of CCR and will place Sheriff Morgan and the ESO on the Wall of Honor at the Clinton Cox Residence, and give 10 tickets to the Mission Transition Dinner. Two Blue Angels will be seated with at the ESO table.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 08 2010

PATHWAYS FOR CHANGE INC
901 W MORENO ST
PENSACOLA, FL 32501

Employer Identification Number:
90-0591724
DLN:
17053250313000
Contact Person:
L. WAYNE BOTHE ID# 31462
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:
July 7, 2010
Contribution Deductibility:
Yes
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. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

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.

PATHWAYS FOR CHANGE INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Form **W-9**
(Rev. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
**Pathways for Change INC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; 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.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☑ Other (see instructions) ▶ **501c3**

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.)
**PO BOX 17852**

Requester's name and address (optional)

6 City, state, and ZIP code
**Pensacola Fl 32522**

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 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

or

**Employer identification number**
| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 9 | 0 | – | 0 | 5 | 9 | 1 | 7 | 2 | 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 on page 3.

**Sign Here** Signature of U.S. person ▶ Constance Pittman Date ▶ 4/24/18

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

### 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?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

**2018 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT**

**FILED**
**Jan 15, 2018**
**Secretary of State**
**CC3017966493**

DOCUMENT# N10000006456

**Entity Name:** PATHWAYS FOR CHANGE, INC.

**Current Principal Place of Business:**

2050 WEST BLOUNT STREET
PENSACOLA, FL 32501

**Current Mailing Address:**

P.O. BOX 17852
PENSACOLA, FL 32522

**FEI Number: 90-0591724**

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

BOOKMAN, CONSTANCE R
2339 ARRIVISTE WAY
PENSACOLA, FL 32504 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

Electronic Signature of Registered Agent — Date

**Officer/Director Detail :**

| | | | |
|---|---|---|---|
| Title | PRESIDENT | Title | VP |
| Name | SWANSON, CHERYL | Name | JONES, JULIE |
| Address | 2050 WEST BLOUNT STREET | Address | 2050 WEST BLOUNT STREET |
| City-State-Zip: | PENSACOLA FL 32501 | City-State-Zip: | PENSACOLA FL 32501 |
| Title | TREASURER | Title | CEO |
| Name | PHILLIPS, HOCUTT | Name | BOOKMAN, CONNIE R |
| Address | 2050 WEST BLOUNT STREET | Address | 2050 WEST BLOUNT STREET |
| City-State-Zip: | PENSACOLA FL 32501 | City-State-Zip: | PENSACOLA FL 32501 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: CONNIE BOOKMAN CEO 01/15/2018

Electronic Signature of Signing Officer/Director Detail — Date

1-800-HELP-FLA (435-7352)
www.800helpfla.com
www.freshfromflorida.com

DIVISION OF CONSUMER SERVICES
2005 APALACHEE PKWY
TALLAHASSEE FL 32399-6500

**FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES**
**COMMISSIONER ADAM H. PUTNAM**

April 28, 2017 **Refer To: CH38456**

PATHWAYS FOR CHANGE, INC.
PO BOX 17852
PENSACOLA, FL 32522-7852

RE: PATHWAYS FOR CHANGE, INC.
REGISTRATION#: CH38456
EXPIRATION DATE: April 19, 2018

Dear Sir or Madam:

The above-named organization/sponsor has complied with the registration requirements of Chapter 496, Florida Statutes, the Solicitation of Contributions Act. A COPY OF THIS LETTER SHOULD BE RETAINED FOR YOUR RECORDS.

Every charitable organization or sponsor which is required to register under s. 496.405 must conspicuously display the registration number issued by the Department and in capital letters the following statement on every printed solicitation, written confirmation, receipt, or reminder of a contribution:

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

The Solicitation of Contributions Act requires an annual renewal statement to be filed on or before the date of expiration of the previous registration. The Department will send a renewal package approximately 30 days prior to the date of expiration as shown above.

Thank you for your cooperation. If we may be of further assistance, please contact the Solicitation of Contributions section.

Sincerely,

*Don Dietrich*

Don Dietrich
Regulatory Consultant
850-410-3756
Fax: 850-410-3804
E-mail: don.dietrich@freshfromflorida.com

0000056 02/05/16

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 |
|---|---|---|---|
| 85-8015567721C-3 | 01/31/2016 | 01/31/2021 | 501(C)(3) ORGANIZATION |

This certifies that

PATHWAYS FOR CHANGE INC
901 W MORENO ST
PENSACOLA FL 32501-2314

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**

May 9, 2018

Movement for Change Inc.
Attn: Jerry McIntosh
P.O. Box 9196, Pensacola FL 32513

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated April 30, 2018.

Dear Jerry McIntosh,

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 $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.

# 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: Movement for Change, Inc. DATE 04/30/2018

POINT OF CONTACT Jerry McIntosh, President PH# (850) 432-4411

EMAIL ADDRESS: ritam@movementforchange.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process ) 06/08/2018 AMOUNT REQUESTED: ~~$ 3,000~~ $1,000.00

CHECK PAYABLE TO: Movement for Change

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street P. O. Box 9196 City Pensacola State FL Zip Code 32513

## 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: Otis Palmer

TITLE OF CERTIFYING OFFICIAL: Financial Secretary

SIGNATURE (Digital):

DATE: 04/30/2018

## STAFF USE ONLY

| | SIGNATURE | APPROVED | DENIED | COMMENTS |
|---|---|---|---|---|
| CFO | | ☑ | ☐ | |
| LEGAL | | ☑ | ☐ | |
| CHIEF | | ☑ | ☐ | AMOUNT APPROVED $1000.00 |
| SHERIFF | | ☑ | ☐ | I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5) |
| CFO ASSISTANT | | Date processed 5/9/18 | | DAVID MORGAN, SHERIFF 5/7/2018 DATE |

1/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

Movement for Change, 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

Movement for Change is focused on education. We educate the public concerning their voting rights. We educate the public about community issues. Movement for Change funds educational events for youth such as spelling bees, a tutoring program at Woodland Heights Resource Center, College Finance Education for Students and a summer Computer Camp. We allow our building to be used as a resource for other nonprofit organizations.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 14 2014

MOVEMENT FOR CHANGE INC
C/O LAVESTA BOYD
1603 N DAVIS HWY
PENSACOLA, FL 32503

Employer Identification Number:
59-3682100
DLN:
17053206335004
Contact Person:
JOAN C KISER ID# 31217
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:
May 15, 2014
Contribution Deductibility:
Yes
Addendum Applies:
Yes

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. We determined that you are a public charity under the Code section(s) listed in the heading 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.

Sincerely,

Director, Exempt Organizations

Letter 947

MOVEMENT FOR CHANGE INC

ADDENDUM

Based on the information submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as shown in the heading of this letter, is retroactive to the date of revocation.

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.
Movement for Change, 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) ▶ Nonprofit exempt IRS section 501 (c) 3

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.
1603 N. Davis Hwy

6 City, state, and ZIP code
Pensacola, Florida 32503

Requester's name and address (optional)
Escambia County Sheriff Office
1700W. Leonard St.
Pensacola, Florida 32501

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 | 6 | 8 | 2 | 1 | 0 | 0 |

## 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 ▶** Riley Mott | **Date ▶** 4/30/2018

## 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.*

0000014 09/18/14

FLORIDA DEPARTMENT OF REVENUE

# Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

| 85-8012954300C-7 | 08/22/2014 | 08/31/2019 | 501(C)(3) ORGANIZATION |
|---|---|---|---|
| Certificate Number | Effective Date | Expiration Date | Exemption Category |

This certifies that

MOVEMENT FOR CHANGE INC
1603 N DAVIS HWY
PENSACOLA FL 32503-5211

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 DEPARTMENT OF REVENUE

## Important Information for Exempt Organizations

DR-14
R. 04/11

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.

# Movement For Change, Inc.

P. O. Box 9196

Pensacola, Florida 32513

"Building a Strong Community"

Established 1997


April 12, 2018

Sheriff David Morgan
Escambia County Sheriff's Office
P.O. Box 18770
Pensacola, FL 32523

Dear Sheriff David Morgan:

Movement for Change, Inc., is proud to offer you a wonderful opportunity to sponsor our upcoming 18th Annual "**Freedom is Not Free" Banquet** to be held in Pensacola, Florida on **Friday, June 22, 2018.** Our theme for this year is **"The Fight for Justice"**

We will honor the legacy of Movement for Change, in its fight for justice for twenty (20) years.

Our Keynote Speaker is *Attorney Desmond Meade* from Orlando, Florida, who is president of the Florida Rights Restoration Coalition (FRRC). He fought tirelessly to put the *Second Chance Amendment* on the November ballot.

We continue to increase the community awareness of social justice issues, to advocate and conduct actions to improve human and civil rights concerns. Our efforts enhance educational and financial opportunities for the residents of Northwest Florida. Our Education Committee tutor and mentor youth at the Woodland Heights Resources Center. We have sponsored local yearly spelling bees with great success and our "Computer Camp 101" empowers our youth with knowledge of computer basics and skills. Our diabetes workshops for our senior citizens are needed as we continue to partner with Serving Health Insurance Needs for Elders (SHINE) and other organizations to promote unity and service to others in our community.

Your sponsorship will help us continue to make great strides in service to our community and help us make this event a great success! This event will also serve as a wonderful opportunity for your organization to have visibility in our community.

Attached are the details of the sponsorship opportunities for the 18th Annual Movement for Change, Inc **"Freedom is Not Free"** Banquet. This banquet will be held at It's Personal Venue by Shelia at 2608 West Cervantes St, on June 22,2018 at 6:00 p.m. The sponsorship levels are as follows:

| | |
|---|---|
| Platinum Sponsor | $3,000.00 |
| Gold Sponsor | $2,500.00 |
| Silver Sponsor | $1,500.00 |
| Bronze Sponsor | $ 750.00 |

Your involvement will make this year's banquet an extra special celebration. We look forward to your reply by June 8, 2018. If you have any questions, feel free to contact Mrs. Carol McIntosh, Chair at (850) 261-6248, or call Movement for Change, Inc at (850) 432-2211.

Sincerely Jerry McIntosh

Mr. Jerry McIntosh, President
850-206-3776

Movement for Change, Inc.

## OFFICERS

President
*Mr. Jerry McIntosh*
1st Vice President
*Mr. Francis Tolbert*
2nd Vice President
*Mr. Joe Glover*
Secretary
Ms. Vivian Farrow
Treasurer
*Mrs. Dorothy Thomas*
Financial Secretary
*Mr. Otis Palmer*
Chaplin
*Rev. Lawrence Powell*

## BOARD MEMBERS

*Mrs. Della Abbott*
*Mr. Johnny Boyd*
*Mrs. LaVesta (Jeanne) Malden-Boyd*
*Mr. Joe Davis*
*Ms. Belinda Donldson*
*Manuel Huanosto, Jr.*
*Mr. John Jerralds*
*Mr. Ellis Jones*
*Mrs. Carol McIntosh*
*Dr. Frank Sansone*
*Ms. Rita Saulsberry-Milton*
*Mr. James Mitchell*
*Mr. William Snow*
*Mr. John Thomas*
*Mrs. Debra Thompson*
*Mr. James Thompson*

# LeRoy Boyd

## Center for Social Justice

The purpose of the Center for Social Justice is to establish a visible location and to enhance knowledge and awareness of community issues while working collaboratively with the community and other organizations.

Purchased in April 2002

## LOCATED AT:

1603 NORTH DAVIS HIGHWAY
PENSACOLA, FL 32503

For more information contact:
Movement for Change, Inc.
Phone: (850) 432-4411
Fax: (850) 432-4420

Or write us at:
P.O. Box 9196
Pensacola, FL 32513
Website:
www.movementforchange.org

MOVEMENT FOR CHANGE

"Building a Strong Community"

Movement For Change, Inc.

*"Speak Truth To Power,*
*A Change Is Gonna Come"*

Movement For Change, Inc.
Is a Not for Profit community-based social order organization.

**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**

May 18, 2018

FamiliesFirst Network of Lakeview
Attn: Julie Stratton
1221 W Lakeview Avenue Children Services Bldg, Pensacola FL 32501

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated May 4, 2018.

Dear Julie Stratton,

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 $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: FamiliesFirst Network of Lakeview DATE 05/04/2018

POINT OF CONTACT Julie Stratton PH# (850) 426-9560

EMAIL ADDRESS: julie.stratton@bhcpns.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 06/11/2018 AMOUNT REQUESTED: $ 1,000

CHECK PAYABLE TO: Baptist Healthcare Foundation

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 1221 W Lakeview Ave Children Services Bldg City Pensacola State FL Zip Code 32501

## 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** SS (Initial)

**NAME OF CERTIFYING OFFICIAL** Shawn Salamida

**TITLE OF CERTIFYING OFFICIAL** President FFN/VP Lakeview Center

**SIGNATURE (Digital)**

**DATE** 5/9/18

## STAFF USE ONLY

| | SIGNATURE | APPROVED | DENIED | COMMENTS |
|---|---|---|---|---|
| CFO | | ☑ | ☐ | |
| LEGAL | | ☑ | ☐ | |
| CHIEF | | ☑ | ☐ | AMOUNT APPROVED $1,000.00 |
| SHERIFF | | ☑ | ☐ | I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5) |

CFO ASSISTANT Date processed 5/18/18

DAVID MORGAN, SHERIFF

DATE 5/17/18

1/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

FamiliesFirst Network of Lakeview

**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

On behalf of FamiliesFirst Network (FFN), I am pleased to announce the 7th annual Teen Art Camp for youth in Circuit 1. The camp will take place on July 10-13, 2018 at the University of West Florida Campus and at the Pensacola Museum of Art. The camp will provide a unique opportunity for 25 youth between the ages of 13 and 17 who are involved in the dependency system to participate in various art related activities, such as museum tours, woodturning, glassblowing, pottery, sewing, food art, and painting. The youth will spend four days with other children in the dependency system along with volunteer mentors who will coordinate the activities and teach art classes and team building skills. This camp will allow them to share their experiences with other youth, create memories that will last a lifetime, and most importantly have fun! FFN allows all of the youth to attend the camp for free and takes on all financial expenses for the camp involving lodging, food, and camp activities. The only qualifications the youth have to meet in order to attend the camp are as follows: they must be between the ages of 13 and 17 and be under services with FFN. This means all of the youth in attendance have endured some type of abuse or neglect in their life. As a result, the youth often have DJJ involvement, mental health issues, a history of drug and alcohol abuse, and lack of social skills. The goal of the camp is to provide the youth with a positive and encouraging environment and give them a safe place where they can express their feelings and personalities through the arts. The youth are required to abstain from drug and alcohol use and criminal activity while in attendance. By providing the youth with a variety of art related experiences and teaching them team building skills through group activities, the camp hopes to deter the youth from drug/alcohol and criminal related activities.

Please see the attached donation letter.

Internal Revenue Service

Department of the Treasury

District Director

Katrina Center, Inc.
1221 West Lakeview Ave.
Pensacola, Fla. 32501-1899

Person to Contact: Vanessa Gordon
Telephone Number: 404/221-4627
Refer Reply to: CSB:152:2
Date: March 4, 1983

Status Date: January, 1962
XX Exempt [ ] Denied [ ] Failed to Establish
[ ] Terminated [ ] Revoked
FEIN 59-0737872
Internal Revenue Code Section: 501(c)(3)

Gentlemen:

Thank you for submitting the information shown below. We have made it a part of your file.

The changes indicated do not adversely affect your status and the determination letter issued to you continues in effect.

Please let us know about any future change in the character, purpose, method of operation, name or address of your organization. If you are exempt, this is a requirement for retaining your exempt status.

Thank you for your cooperation.

Sincerely yours,

District Director

| Item Changed | From | To |
|---|---|---|
| Name | Community Mental Health Center of Escambia County, Inc. | Name change |

275 Peachtree Street, N.E., Atlanta, GA 30043

503.OT.74(12.80)

Form **W-9**
(Rev. October 2007)
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)
Lakeview Center, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1221 W. Lakeview Ave

City, state, and ZIP code
Pensacola, FL 32501

List account number(s) here (optional)

Requester's name and address (optional)
Lakeview Center
1221 West Lakeview Ave.
~~Pensacola, Florida 32501-1836~~

## 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 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
: :

or

Employer identification number
59 : 0737872

## 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 ▶ [signature] Date ▶ 04-27-18

## 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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

0000030 04/08/14

FLORIDA DEPARTMENT OF REVENUE

# Consumer's Certificate of Exemption

DR-14
R. 04/11

**Issued Pursuant to Chapter 212, Florida Statutes**

| 85-8012647318C-5 | 04/30/2014 | 04/30/2019 | 501(C)(3) ORGANIZATION |
|---|---|---|---|
| Certificate Number | Effective Date | Expiration Date | Exemption Category |

This certifies that

LAKEVIEW CENTER INC
1221 W LAKEVIEW AVE
PENSACOLA FL 32501-1857

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 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**

May 18, 2018

Milk and Honey Outreach Ministries Inc.
Attn: Sonya Culliver
P.O. Box 1443 Pensacola FL 32591

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated May 7, 2018.

Dear Sonya Culliver,

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, 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)

☐ 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: Milk and Honey Outreach Ministries, Inc. DATE 05/07/2018

POINT OF CONTACT Sonya Culliver PH# (251) 716-4752

EMAIL ADDRESS: awfumcgrants@gmail.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 07/15/2018 AMOUNT REQUESTED: ~~$ 10,000~~ $1,000.00

CHECK PAYABLE TO: Milk and Honey Outreach Ministries, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street PO Box 1443 City Pensacola State FL Zip Code 32591

## 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** SC (Initial)

**NAME OF CERTIFYING OFFICIAL**
Sonya Culliver

**TITLE OF CERTIFYING OFFICIAL**
Director

**SIGNATURE (Digital)**
Sonya T. Culliver

**DATE**
05/07/2018

## STAFF USE ONLY

| | SIGNATURE | APPROVED | DENIED | COMMENTS |
|---|---|---|---|---|
| CFO | | ☑ | ☐ | |
| LEGAL | | ☑ | ☐ | |
| CHIEF | | ☑ | ☐ | AMOUNT APPROVED $1000.00 |
| SHERIFF | | ☑ | ☐ | I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5) |
| CFO ASSISTANT | | Date processed 5/18/18 | | DAVID MORGAN, SHERIFF 5/17/2018 DATE |

1/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

Milk and Honey Outreach Ministries, 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

Milk and Honey Outreach Ministries, Inc. (MHOM) requests $10,000 for our afterschool program. During the school year MHOM implements two hours of afterschool programming at the Fricker Community Center, four days per week, that focuses on reading skills and strengthens the whole child. MHOM provides a safe place for at least 25 elementary school students during-out of school hours and encourages children to live up to their fullest potential academically and socially. During the summer, MHOM provides a full-day summer camp, five days per week. MHOM implements comprehensive programs designed to increase student academic performance and to enhance communication and leadership skills. Our students regularly receive character education and recently hosted a crime prevention education session at the Fricker Center. MHOM's mission is to provide an early intervention program that will help guide children and youth in a healthy direction.

Funds are needed for our on-site program staff, program materials, educational field trips, and healthy food and snacks. MHOM programs serve children living in Attucks Court and around the Belmont-Devilliers community in Pensacola. The majority of the students participating in MHOM programs attend Global Learning Academy (GLA). This public elementary school has one of the highest percentages of students to qualify for free or reduced cost lunch in the county, 99%. In the target community, 64% of the families with children are headed by single mothers, as compared to 22% of the rest of the state. Only 12% of the adults in the targeted households had attained a Bachelor's or Graduate Degree, as compared to 24% of the rest of the state.

MHOM is qualified to implement this project as described due to our long-standing relationship with the community. The small size of our program allows for deep relationships with our students and their families in order to encourage the best in everyone involved.

MHOM has a non-discrimination policy in place, does not proselytize, and does not require participants to engage in religious activities or programming to receive services.

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248364843
Aug. 21, 2009 LTR 4168C E0
59-3454711 000000 00
00017287
BODC: TE

MILK AND HONEY OUTREACH MINISTRIES
INC
% SONYA T CLLIVER DIRECTOR
PO BOX 1443
PENSACOLA FL 32591-1443

Employer Identification Number: 59-3454711
Person to Contact: Ms. Osborne
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Aug. 12, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in January 2000, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

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,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

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.
Milk and Honey Outreach Ministries, 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) ▶ 501(c)3 nonprofit, tax-exempt

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.
P.O. Box 1443

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32591-1443

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 | 4 | 5 | 4 | 7 | 1 | 1 |

## 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 ▶ Sonya J Cull Date ▶ 1/25/2018

## 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.*

# Check-A-Charity

KNOW HOW YOUR MONEY IS BEING SPENT

**Milk And Honey Outreach Ministries, Inc., Pensacola, FL** Print

Registration Number :CH17764 Expiration Date :2/9/2019

Revenue Source : IRS 990EZ w/ Audit (12/31/2016)

| | |
|---|---|
| Total Revenue : $89,106.00 | Program Services Expenses : $84,245.00 **100%** |
| Total Expenses : $84,245.00 | Administrative Expenses : $.00 **0%** |
| Surplus/Deficit : $4,861.00 | Fundraising Expenses : $.00 **0%** |

***Statement Of Purpose***

TO SUPPORT THE MINISTRY IN ITS EFFORT TO MAINTAIN PROGRAMS ESTABLISHED.

## Uploaded Documents

Document Application, received on 02/08/2018 for tracking number (DTN): 3010629
Document Financial Information, received on 05/16/2017 for tracking number (DTN): 2885001
Document Application, received on 04/18/2017 for tracking number (DTN): 2885001
Document Conflict of interest annual certification, received on 04/18/2017 for tracking number (DTN): 2885001
Document Tax Exempt Letter, received on 03/22/2017 for tracking number (DTN): 2885001
Document Application, received on 04/12/2016 for tracking number (DTN): 2765005
Document Financial Information, received on 04/12/2016 for tracking number (DTN): 2765005

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14253** **County Administrator's Report 11. 6.**
**BCC Regular Meeting** **Discussion**
**Meeting Date:** 06/07/2018
**Issue:** Establishment of the Northwest District 1 Advisory Committee
**From:** Jeff Bergosh, Commissioner, District 1
**Organization:** Board of County Commissioners
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Establishment of the Northwest District 1 Advisory Committee - Commissioner Jeff Bergosh, District 1

That the Board take the following action concerning the establishment of the Northwest District 1 Advisory Committee:

A. Adopt the Resolution establishing the Northwest District 1 Advisory Committee and providing an effective date;

B. Authorize the Chairman to sign the Resolution; and

C. Authorize the District 1 Commissioner to nominate a 9-member Advisory Committee with members subject to the Board's confirmation.

## BACKGROUND:

There are numerous important issues facing the Northwest portion of Escambia County. Some of the issues include the development of OLF8, planning for extensive traffic, land development and population increases, Master-Planning the Northwest portion of District 1, establishing a library in District 1, and other issues involving growth and the environment. This Committee would be beneficial in addressing all of these issues.

## BUDGETARY IMPACT:

N/A

## LEGAL CONSIDERATIONS/SIGN-OFF:

Alison Rogers, County Attorney, approved the language, provided legal review and sign-off on this Resolution.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Resolution

Volunteer Application Form

---

**RESOLUTION R2018-____**

**A RESOLUTION ESTABLISHING THE NORTHWEST DISTRICT 1 ADVISORY COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, there are many important issues facing the communities of the Northwest portions of District 1 in Escambia County; and.

WHEREAS, some of the issues being considered by Escambia County include the development of OLF8, planning for extensive traffic, land development, and population increases, Master-Planning the Northwest portion of District 1 (specifically precincts 43, 5 and 68), enhancing the quality of life for all residents, improving access to public transportation, establishing a public library, and many other issues involving growth and the environment; and,

WHEREAS, District 1 has a very geographically and culturally diverse population (a map of the District 1 precincts is attached and incorporated with the Resolution as Exhibit "A"); and,

WHEREAS, citizen involvement on these issues is vital to the County's consideration of them; and

WHEREAS, at the regularly scheduled meeting of the Board of County Commissioners on June 7, 2018, the Board authorized the District 1 Commissioner to nominate a 9-member advisory committee with members subject to Board confirmation; and

WHEREAS, such an advisory committee will be able to assist the Board in considering the issues facing the Northwest portion of District 1 of Escambia County.

**SECTION 1. RECITALS.**

That the whereas clauses are thus and incorporated by reference herein.

**SECTION 2. ESTABLISHMENT.**

The Escambia County Board of County Commissioners hereby establishes a 9-member Northwest District 1 Advisory Committee.

**SECTION 3. DUTIES OF THE DISTRICT 1 ADVISORY COMMITTEE.**

The Northwest District 1 Advisory Committee ("Committee") shall explore, research, provide technical or practical expertise, and make recommendations to the District 1 member of the Escambia Board of County Commissioners regarding those

issues of relevance and significant importance to the citizens of the Northwest Portion of District 1 of Escambia County. The Committee shall:

A. Receive, coordinate, and consolidate input regarding such issues from individuals, groups, economic entities, and government entities; and,

B. Investigate possible solutions for pending issues of importance to the communities of the Northwest portion of District 1 of Escambia County; and,

C. Submit to the District 1 Commissioner an annual report regarding issues deliberated by the Committee and such other reports and recommendations as the Committee may deem advisable.

**SECTION 4. COMPOSITION.**

The Northwest District 1 Advisory Committee shall be composed of nine (9) voting members. An Escambia County staff member shall serve as liaison for the Committee to facilitate the group's activities and meetings. All members of the Committee shall be electors of Escambia County. Members shall be nominated by the District 1 Commissioner and confirmed by the Board of County Commissioners. Members shall serve terms concurrent with the District 1 Commissioner's current term and shall be reappointed in the event of reelection.

**SECTION 5. OFFICERS AND TERMS OF OFFICE.**

A. Chairman. The Committee shall elect a Chairman to preside at all meetings. The Chairman shall be elected at the first meeting in July of each year and shall serve until the first meeting in July of the following year. There shall be no term limits for a member to serve as Chairman.

B. Vice-Chairman. The Committee shall elect a Vice-Chairman to preside and act on behalf of the Chairman during his or her absence. The term of office and method of election for the Vice-Chairman shall be the same as for the Chairman.

C. Termination of a Committee Member. Should any member of the Committee cease to be an elector of the County, he or she shall cease to be a member of the Committee and shall be replaced by the District 1 Commissioner, subject to confirmation by the Board of County Commissioners. Members of the Committee may be removed by the Board of County Commissioners upon the recommendation of the District 1 Commissioner. Additionally, the Committee shall recommend to the Board of County Commissioners the removal of a Committee member who accrues three unexcused absences from regularly scheduled meetings of the Committee during the calendar year. Absences may be excused by a vote of the members present at any meeting.

**SECTION 6. REGULAR MEETINGS.**

The Committee shall establish a schedule of regular meetings, which shall be held at least every other month. A schedule of each year's regular meetings shall be distributed to all Committee members in July of the preceding calendar year.

**SECTION 7. QUORUM AND VOTING.**

Five (5) voting committee members shall constitute a quorum, for conducting business. Each member shall exercise one vote of all matters subject to a vote of the Committee. All matters shall be decided by a majority vote of the members present. No member shall abstain from voting unless the member has a conflict of interest.

**SECTION 8. SPECIAL MEETINGS.**

The Chairman may call a special meeting of the Committee on his or her own initiative and shall call a special meeting on the request of any three members.

**SECTION 9. LOCATION OF MEETINGS.**

Committee meetings shall be held in a public facility of sufficient size to accommodate those present and at such locations as the Committee may determine from time to time.

**SECTION 10. RULES OF PROCEDURE.**

The Committee shall conduct its meeting in accordance with the current edition of Robert's Rules of Order, except to the extent that the provision thereof is inconsistent with this Resolution.

**SECTION 11. SUNSHINE LAW.**

The Committee shall be subject to and each member shall be responsible for compliance with the Florida Sunshine Law and the Florida Public Records Act.

**SECTION 12. AGENDA.**

The Chairman shall prepare an agenda for all meetings. Any Committee member may request that a matter be placed on the agenda. The agenda and related materials shall be distributed at least one day prior to the meeting date.

**SECTION 13. MINUTES.**

Minutes shall be kept at each Committee meeting. The written summary of each meeting shall be submitted for approval of the members at the next regular meeting. Each written summary shall reflect the persons in attendance, items discussed, each

action taken at the meeting, and the vote of the members on each item presented at the meeting. Upon acceptance of the previous meeting minutes by the committee, a copy of these minutes shall immediately be forwarded to the Escambia County staff member assigned to facilitate the meetings of this committee.

**SECTION 14. NOTICE OF PUBLIC MEETING.**

Notice of regular or special meetings of the Committee and the time and location of each meeting shall be published to the public.

**SECTION 15. EFFECTIVE DATE.**

That this Resolution shall become effective immediately upon adoption by the Board of County Commissioners.

ADOPTED this 7th day of June, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

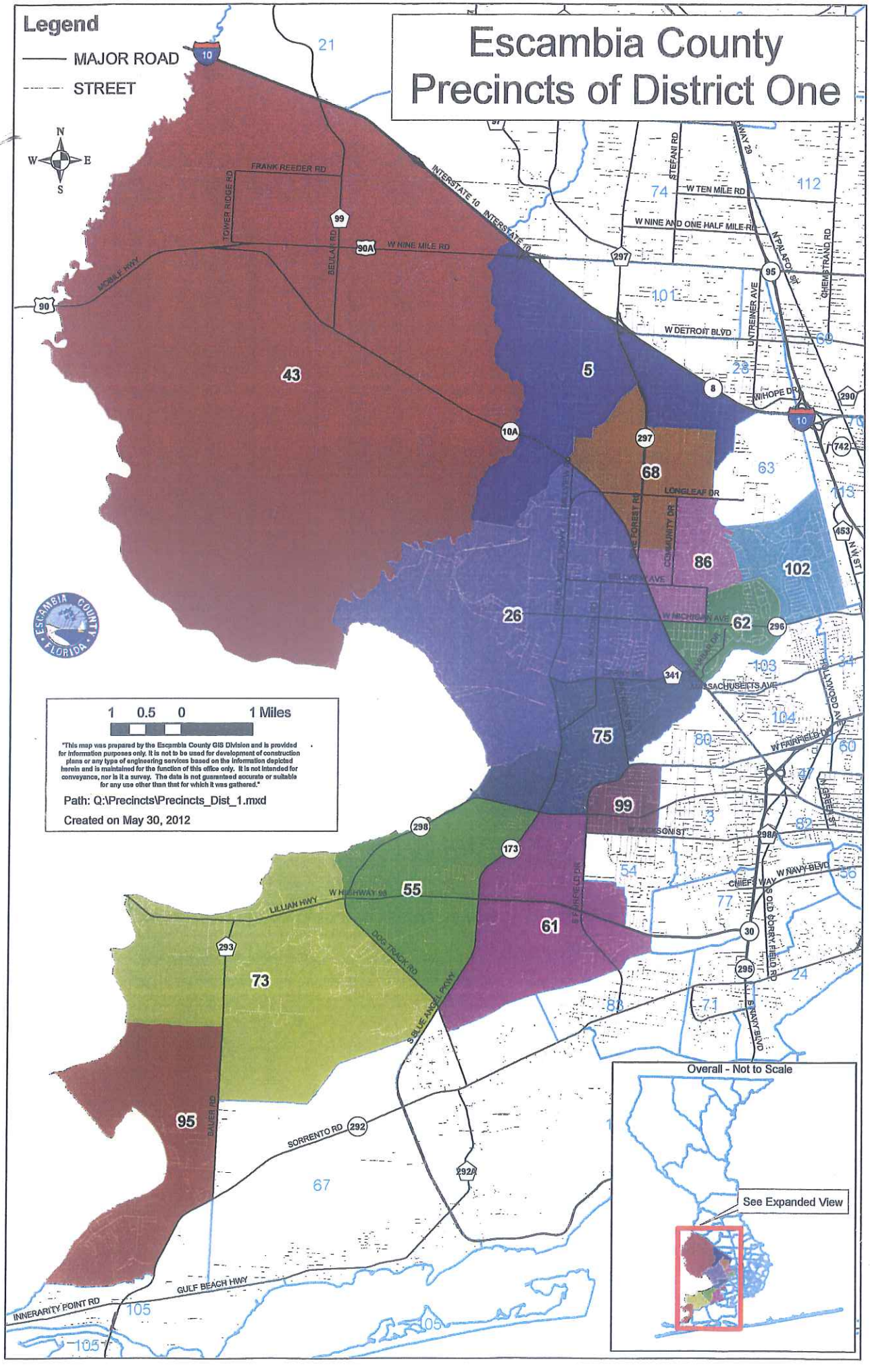
By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/31/18


Legend
MAJOR ROAD
STREET
Escambia County
Precincts of District One
N
W
E
S
1 0.5 0 1 Miles
"This map was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered."
Path: Q:\Precincts\Precincts_Dist_1.mxd
Created on May 30, 2012
ESCAMBIA COUNTY FLORIDA
43
5
68
86
102
26
62
75
99
55
61
73
95
Overall - Not to Scale
See Expanded View
FRANK REEDER RD
TOWER RIDGE RD
BELLAR RD
W NINE MILE RD
MOBILE HWY
INTERSTATE 10
STEFANI RD
W TEN MILE RD
W NINE AND ONE HALF MILE RD
NPALAFOX ST
CHEMSTRAND RD
W DETROIT BLVD
UNTREINER AVE
W HOPE DR
LONGLEAF DR
COMMUNITY DR
PINE FOREST RD
W MICHIGAN AVE
W MASSACHUSETTS AVE
W FAIRFIELD DR
W NAVY BLVD
CHIEF WAY
S OLD CORRY FIELD RD
S NAVY BLVD
LILLIAN HWY
W HIGHWAY 98
DOG TRACK RD
S BLUE ANGEL PKWY
SORRENTO RD
BAUER RD
GULF BEACH HWY
INNERARITY POINT RD
EXHIBIT "A"

## NORTHWEST DISTRICT 1 ADVISORY COMMITTEE

## VOLUNTEER APPLICATION FORM

**Instructions:** Please fill out all sections of the form below. Submit the completed form, *along with a current resume*, to the address provided at the bottom of this form.

**Name:** _____

**Address:** _____

**City/State/Zip:** _____

**Phone 1:** _____ **Phone 2**_____

**Email Address:** _____

**Describe your interest in the committee:**

**Describe any specific knowledge or experience you have, related to the committee:**

**Describe any prior experience you have serving on a committee or board:**

**If you have prior committee experience, please answer the following questions:**

**What was your most significant learning experience:**

**What was your most significant contribution:**

**How would you describe the way in which you work with others:**

**GENERAL INFORMATION**

**Place of employment:** _____

**Nature of employment:** _____

**Length of Residence in Escambia County** _____

**Community Interests and Activities:**

**References: Please list three individuals who can provide a personal reference.**

**Reference 1**

**Name**_____

**Relationship to Applicant:** _____

**Email/Phone number:** _____

**Reference 2**

**Name**_____

**Relationship to Applicant:** _____

**Email/Phone number:** _____

**Reference 3**

**Name**_____

**Relationship to Applicant:** _____

**Email/Phone Number:** _____

**I agree to serve on the Northwest District 1 Advisory Committee, if appointed. I can and will regularly attend scheduled meetings.**

**Signature: _____ Date: _____**

**This form, when completed, must be returned or emailed and received by July 1, 2018, to:**

**District 1**
**Escambia County Board of County Commissioners**
**221 Palafox Place, Suite 400**
**Pensacola, FL 32502**
**District1@myescambia.co**

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14199** **County Attorney's Report 11. 1.**
**BCC Regular Meeting** **Action**
**Meeting Date:** 06/07/2018
**Issue:** Property Exchange with Brownsville Assembly of God Church
**From:** Stephen West, Senior Assistant County Attorney
**Organization:** County Attorney's Office
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Property Exchange with Brownsville Assembly of God Church.

The County Administrator requests that the Board take the following actions concerning a property exchange with the Brownsville Assembly of God Church:

A. Adopt a resolution approving the conveyance of a County-owned parcel (approximately 0.12 acres) in exchange for a public parking easement over a portion of an existing parking lot (approximately 0.65 acres) owned by Brownsville Assembly of God Church in accordance with the terms and conditions contained in the Agreement for Sale and Purchase and the Contract for Sale and Purchase included with this recommendation;

B. Release the County's surface access rights associated with the retained fractional interest in the phosphates, minerals, metals, and petroleum in that parcel to be conveyed by the County, as provided in Section 270.11(3), Florida Statutes;

C. Authorize the payment of incidental expenses necessary to complete the exchange; and

D. Authorize the County Attorney to prepare and the Chairman or Vice-Chairman to execute any documents necessary to complete the exchange without further action from the Board.

## BACKGROUND:

The Brownsville Assembly of God Church owns all of the block located at the northeast portion of its complex with the exception of a small (0.12 acre) tax deed parcel that escheated to the County in 2015. The church has requested that the County convey this parcel to it so that it can consolidate its title and resell the entire block to a developer.

In exchange for the County-owned parcel, the church will convey a public parking easement over a portion of the church's existing parking area located directly south of the Brownsville Community Center, which does not currently have sufficient parking. The County will acquire an additional 65 parking spaces with the public parking easement, although the church would retain the ability to use the parking lot to the same extent that the County makes it available to other members of the public.

The prospective buyer of the church's northeastern block requires that the church convey the property free of any surface access rights that might interfere with development. Accordingly, the church has requested that the County release the surface access rights associated with the retained fractional interest in the phosphates, minerals, metals and petroleum.

**BUDGETARY IMPACT:**

Funds for this project are available in Account 110267, Project 13PF2503, LOST III.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office will draft and approve all closing documents and conduct the closing for the exchange.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The County is authorized to approve property exchanges in Section 125.37, Florida Statutes.

**IMPLEMENTATION/COORDINATION:**

As provided in Section 125.37, Florida Statutes, a notice of the intent to exchange the County's property was advertised in the Pensacola News Journal once a week for two weeks prior to the date of this meeting.

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**Attachments**

Resolution
Agreement (County to Church)
Contract (Church to County)
Map

RESOLUTION R2018-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE EXCHANGE OF CERTAIN REAL PROPERTY WITH BROWNSVILLE ASSEMBLY OF GOD CHURCH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County, a political subdivision of the State of Florida (the County), owns certain real property (the County Property) more particularly described as follows:

W 16 FT LT 5 ALL LT 6 & E 3 FT LT 7 BLK 224 MCMILLIAN ADDITION
OR 4517 P 1337 OR 5324 P 679 OR 5359 P 2010 OR 5564 P 372 OR 7414 P 410
CA 138
SECTION 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 33-2S-30-4000-050-224
TAX ACCOUNT NUMBER 064226000.

and

WHEREAS, the County Property is not needed for County purposes; and

WHEREAS, Brownsville Assembly of God Church, a Florida non-profit corporation, desires to acquire the County Property; and

WHEREAS, the County desires a public parking easement over a portion of property owned by Brownsville Assembly of God Church, more particularly described as follows:

Begin at the Northwest corner of Block "249" of the Mulworth Subdivision, Section 33, Township 2 South, Range 30 West, according to Plat Book 1 at Page 40, of the Public Records of Escambia County also being the intersection of the South right-of-way of West DeSoto Street (55' R/W) and the East right-of-way of Shoemaker Street (50' R/W); thence run South 85°43'52" East along said South right-of-way a distance of 299.83 feet to the intersection of the South right-of-way of West DeSoto Street (55' R/W) and the West right-of-way of "Z" Street (51' R/W); thence run South 04°01'47" West along said West right-of-way line a distance of 94.21 feet; thence departing said West right-of-way line run North 85°40'53" West for a distance of 300.32 feet to the East right-of-way Line of said Shoemaker Street (50' R/W); thence run North 04°19'47" East a distance of 93.95 feet to the Point of Beginning. Lying and being in a portion of Section 33, Township 2 South, Range 30 West, Escambia County, Florida, containing 0.65 acre, more or less.

and

WHEREAS, the County and the Brownsville Assembly of God Church have agreed that the church will convey a public parking easement over its property in exchange for the County Property; and

WHEREAS, such an exchange of property is authorized by Section 125.37, Florida Statutes; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of the citizens of Escambia County to authorize and approve the proposed exchange under the terms and conditions set forth herein.

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

Section 1. The above-recitals are true and correct and are incorporated herein by reference.

Section 2. The property exchange between the County and Brownsville Assembly of God Church is authorized and approved in accordance with the terms of the Agreement for Sale and Purchase and Contract for Sale and Purchase attached to this Resolution.

Section 3. 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

This document approved as to form and legal sufficiency.
By: SB Wood
Title: Asst County Attorney
Date: May 16, 2018

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement), is entered into this _____ day of _____, 2018, between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Brownsville Assembly of God Church, a Florida non-profit corporation, whose address is 3100 West Desoto Street, Pensacola, Florida 32505 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property described in the attached Exhibit A (the Property); and

WHEREAS, at duly advertised meetings of the Board of County Commissioners on _____, Seller approved the sale of the Property to Buyer in exchange for conveyance of an easement over the property described in the attached Exhibit B; and

WHEREAS, Seller and Buyer now desire to enter into this Agreement for Sale and Purchase and to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. This Agreement is being executed in conjunction with that certain Contract for Sale and Purchase between the parties for the conveyance of a public parking easement over the property described in the attached Exhibit B. Seller agrees to sell and Buyer agrees to buy the real property and improvements more particularly described in the attached Exhibit A (Property) upon the terms and conditions stated in this Contract. On petition of the Buyer, the conveyance of the Property from Seller to Buyer shall include a release of Seller's surface access rights associated with the reservation of phosphate, minerals, metals, and petroleum required in Section 270.11, Florida Statutes.

2. Purchase Price and Method of Payment. The Seller shall convey the Property to Buyer, which the parties agree has a value of $5,036.00, in exchange for an easement described in the attached Exhibit B.

3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 9 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 9 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. Survey. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Possession. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

6. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

7. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, have the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

8. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

9. Conveyance of Property. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:

a. Ad valorem real property taxes and assessments for the year 2018 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

b. Reservation of an undivided ¾ interest in, and title in and to an undivided ¾ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided ½ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes; however, the foregoing reservation shall not include, and Seller hereby releases, any right of access over and across the surface estate.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

10. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the easement described in attached Exhibit B will be conveyed to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 90 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

11. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

| SELLER | BUYER | |
|---|---|---|
| _____ | __X__ | Deed Documentary Stamps |
| _____ | __X__ | Survey, if any |
| _____ | __X__ | Recording (Deed) |
| _____ | __X__ | Title Insurance, if any |
| _____ | __X__ | Structural and Environmental Inspections, if any |
| _____ | __X__ | Real Estate Professional Fee or Commission, if any |

12. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and assessments and will not pay ad valorem taxes or assessments on the Property.

b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.

13. Conditions Precedent to Closing. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in

writing or as otherwise provided in this Agreement.

b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.

c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.

d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.

e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.

f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

14. Assignability. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

15. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.

16. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday,

Sunday or legal holiday, the date is extended to the next business day.

17. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

18. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

19. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

20. Brokerage. Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed by either Seller or Buyer in connection with the sale and purchase contemplated in the Agreement.

21. Default and Termination. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

22. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:
Escambia County
County Administrator
221 Palafox Place
Pensacola, FL 32502

WITH A COPY TO:
County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502

TO THE BUYER:
Brownsville Assembly of God Church
3100 West Desoto Street
Pensacola, FL 32505

WITH A COPY TO:
Alan Bookman, Esq.
Emmanuel, Sheppard & Condon
30 South Spring Street
Pensacola, FL 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

23. Further Assurances. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

24. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

25. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

26. Property Tax Disclosure Summary. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

27. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

**SELLER:**
ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Jeff Bergosh, Chairman

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: May 17, 2018

**BUYER:**
BROWNSVILLE ASSEMBLY OF GOD CHURCH

Witness Michelle A. Moody
Print Name Michelle A. Moody

Witness _____
Print Name _____

Evon G. Horton, Chairman

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 14 day of May, 2018, by Evon G. Horton, as Chairman of Brownsville Assembly of God Church, a Florida not-for-profit corporation, on behalf of the corporation. He (X) is personally known to me, or (_) has produced current _____ as identification.

MICHELLE A. MOODY
Notary Public, State of Florida
My Comm. Expires Jan. 23, 2022
Commission No. GG 178119

(Notary Seal)

Michelle A. Moody
Signature of Notary Public

Michelle A. Moody
Printed Name of Notary Public

# Exhibit A

W 16 FT LT 5 ALL LT 6 & E 3 FT LT 7 BLK 224 MCMILLIAN ADDITION
OR 4517 P 1337 OR 5324 P 679 OR 5359 P 2010 OR 5564 P 372 OR 7414 P 410
CA 138
SECTION 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 33-2S-30-4000-050-224
TAX ACCOUNT NUMBER 064226000

This document was prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

# PUBLIC PARKING EASEMENT

THIS GRANT OF PUBLIC PARKING EASEMENT is made this _____ day of _____, 2018, by and between Brownsville Assembly of God Church, a Florida not-for-profit corporation, whose address is 3100 West DeSoto Street, Pensacola, Florida 32505 (Grantor), and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantor is the owner of real property (the Property) in Escambia County, Florida, located in Section 33, Township 2 South, Range 30 West; and

WHEREAS, Grantee desires to use a portion of Grantor's Property for a public parking facility; and

WHEREAS, Grantor has agreed to grant a public parking easement to Grantee over and across a portion of Grantor's Property under the terms and conditions set forth below;

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, does grant and convey to Grantee and its successors and assigns a perpetual, exclusive easement over the real property described in the attached Exhibit A for the purpose of constructing, maintaining, and making available for public use the parking facility located within the easement area, including but not limited to the paved parking spaces, driveways and walkways, curbing, landscaping, and lighting fixtures, together with all other rights and privileges necessary and convenient for the purposes described above; provided, however, that the conveyance of this instrument shall not preclude Grantor from using the parking facility to the same extent that Grantee makes it available for use by other members of the public-at-large.

GRANTOR covenants with Grantee that at the time of delivery of this instrument, Grantor is well seized and possessed of the Property; Grantor has good right and title to convey;

the Property is free from all encumbrances to Grantee; Grantor shall have 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 persons whomsoever.

Signed, sealed and delivered
in our presence as Witnesses:

GRANTOR:
Brownsville Assembly of God Church

Witness _____
Print Name _____

Witness _____
Print Name _____

By: _____
Evon G. Horton, Chairman

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed, and acknowledged before me this _____ day of _____, 2018, by Evon G. Horton, as Chairman of Brownsville Assembly of God Church, a Florida not-for-profit corporation, on behalf of the corporation. He (_) is personally known to me, or (_) has produced current _____ as identification.

_____
Signature of Notary Public

(Notary Seal)

_____
Printed Name of Notary Public

**ACCEPTANCE**

This Public Parking Easement was accepted by Escambia County, Florida, on the _____ day of _____, 2018, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

# Exhibit A

Begin at the Northwest corner of Block "249" of the Mulworth Subdivision, Section 33, Township 2 South, Range 30 West, according to Plat Book 1 at Page 40, of the Public Records of Escambia County also being the intersection of the South right-of-way of West DeSoto Street (55' R/W) and the East right-of-way of Shoemaker Street (50' R/W); thence run South 85°43'52" East along said South right-of-way a distance of 299.83 feet to the intersection of the South right-of-way of West DeSoto Street (55' R/W) and the West right-of-way of "Z" Street (51' R/W); thence run South 04°01'47" West along said West right-of-way line a distance of 94.21 feet; thence departing said West right-of-way line run North 85°40'53" West for a distance of 300.32 feet to the East right-of-way Line of said Shoemaker Street (50' R/W); thence run North 04°19'47" East a distance of 93.95 feet to the Point of Beginning. Lying and being in a portion of Section 33, Township 2 South, Range 30 West, Escambia County, Florida, containing 0.65 acre, more or less.

CONTRACT FOR SALE AND PURCHASE

THIS IS A CONTRACT for Sale and Purchase (Contract), between Brownsville Assembly of God Church, a Florida non-profit corporation, whose address is 3100 West Desoto Street, Pensacola, Florida 32505, (Seller), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502, (Buyer).

1. AGREEMENT. This Contract is being executed in conjunction with that certain Agreement for Sale and Purchase between the parties for the conveyance of property described in the attached Exhibit A. Seller agrees to sell and Buyer agrees to buy a public parking easement over the property more particularly described in the attached Exhibit B (Property) upon the terms and conditions stated in this Contract and subject to the restrictions shown in the form of the easement attached as Exhibit B (Easement).

2. PURCHASE PRICE; PAYMENT. The Seller shall convey the Easement to Buyer, which the parties agree has a value of $18,525.00, in exchange for Buyer's conveyance of the property described in Exhibit A.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date (Effective Date) of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within 30 days from the Effective Date of the Contract, Buyer shall examine title to the Property. If title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing and specify the defects. If the defects render title unmarketable, Seller has 120 days from receipt of Buyer's notice to remove the defects. Seller shall, if title is found to be unmarketable, use diligent effort to correct the defects in title within the time provided in the Contract. If Seller is unsuccessful in removing the defects within the time provided in the Contract, Buyer may accept title as it then stands or terminate the Contract.

5. ENVIRONMENTAL ASSESSMENT. Buyer may procure a Phase I Environmental Site Assessment of the Property from a firm decided by Buyer. Buyer may terminate this agreement if the Site Assessment Report shows the environmental status of the Property to be in a condition unacceptable to prudent buyers and lenders.

6. SELLER'S AFFIDAVIT AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing an affidavit in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records),

(ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanics liens exceptions. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavit must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

7. DOCUMENTS FOR CLOSING. Buyer's attorney must prepare and furnish all documents for closing including, but not limited to, the Contract for Sale and Purchase, Satisfaction of Conditions Precedent to Closing, Seller's Affidavit, Settlement Statement, Public Parking Easement and Public Disclosure of Interest Form required by Section 286.23, Florida Statutes.

8. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); documentary stamp tax (Seller); title insurance (Buyer); document preparation fee (Buyer); recording of easement (Buyer); Buyer's attorney's fees (Buyer); Seller's attorney's fees (Seller); costs to cure title defects and encumbrances (Seller).

9. BROKERS. Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

10. AD VALOREM TAXES AND ASSESSMENTS. Seller shall be responsible for all taxes and assessments on the Property. Buyer is immune from ad valorem taxes and assessments and will not pay ad valorem taxes or assessments on the Property.

11. CONVEYANCE AND TRANSFER OF EASEMENT. Seller shall convey to Buyer an Easement in the form and subject to the restrictions as shown on the attached Exhibit B.

12. CLOSING. This transaction will be closed and the Easement and other closing documents delivered to Buyer at the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502.

13. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Easement and Buyer shall deliver title to the property depicted in Exhibit A in accordance with a settlement statement signed by both parties.

14. FAILURE OF PERFORMANCE If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

15. ATTORNEY FEES; COSTS. In connection with any litigation arising out of the Contract, each party is responsible for its own attorneys' fees and costs.

16. SURVIVAL. It is understood and agreed that all representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Easement, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

17. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

18. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.

19. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

20. OTHER AGREEMENTS. Except as noted herein, no prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract is valid or binding upon the parties unless in writing and executed by the parties to be bound.

21. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:
Escambia County
221 Palafox Place
Pensacola, Florida 32502

WITH A COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

TO SELLER:
Brownsville Assembly of God Church
3100 West Desoto Street
Pensacola, Florida 32505

WITH A COPY TO:
Alan Bookman, Esq.
Emmanuel, Sheppard & Condon
30 South Spring Street
Pensacola, FL 32502

22. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

23. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases or subordination from any mortgage or existing leases.

24. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

25. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by Buyer or that have not been disclosed to Buyer.

26. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives have the right of access to the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

27. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Easement over the Property to Buyer at closing.

28. CONDEMNATION. Seller conveys by sale the Easement for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, either Seller or Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

29. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.
By/Title: Asst. County Atty
Date: May 17, 2018

Jeff Bergosh, Chairman

Deputy Clerk

BROWNSVILLE ASSEMBLY OF GOD CHURCH

Witness Michelle A. Moody
Print Name Michelle A. Moody

Witness
Print Name

By: Evon G. Horton, Chairman

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 14 day of May, 2018, by Evon G. Horton, as Chairman of Brownsville Assembly of God Church, a Florida not-for-profit corporation, on behalf of the corporation. He (X) is personally known to me, or ( ) has produced current _____ as identification.

MICHELLE A. MOODY
Notary Public, State of Florida
My Comm. Expires Jan. 23, 2022
Commission No. GG 178119

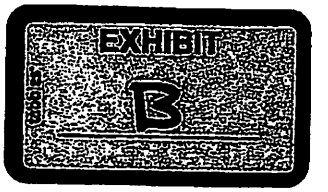
(Notary Seal)

Michelle A. Moody
Signature of Notary Public

Michelle A. Moody
Printed Name of Notary Public

# Exhibit A

W 16 FT LT 5 ALL LT 6 & E 3 FT LT 7 BLK 224 MCMILLIAN ADDITION
OR 4517 P 1337 OR 5324 P 679 OR 5359 P 2010 OR 5564 P 372 OR 7414 P 410
CA 138
SECTION 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 33-2S-30-4000-050-224
TAX ACCOUNT NUMBER 064226000




This document was prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

# PUBLIC PARKING EASEMENT

THIS GRANT OF PUBLIC PARKING EASEMENT is made this _____ day of _____, 2018, by and between Brownsville Assembly of God Church, a Florida not-for-profit corporation, whose address is 3100 West DeSoto Street, Pensacola, Florida 32505 (Grantor), and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantor is the owner of real property (the Property) in Escambia County, Florida, located in Section 33, Township 2 South, Range 30 West; and

WHEREAS, Grantee desires to use a portion of Grantor's Property for a public parking facility; and

WHEREAS, Grantor has agreed to grant a public parking easement to Grantee over and across a portion of Grantor's Property under the terms and conditions set forth below;

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, does grant and convey to Grantee and its successors and assigns a perpetual, exclusive easement over the real property described in the attached Exhibit A for the purpose of constructing, maintaining, and making available for public use the parking facility located within the easement area, including but not limited to the paved parking spaces, driveways and walkways, curbing, landscaping, and lighting fixtures, together with all other rights and privileges necessary and convenient for the purposes described above; provided, however, that the conveyance of this instrument shall not preclude Grantor from using the parking facility to the same extent that Grantee makes it available for use by other members of the public-at-large.

GRANTOR covenants with Grantee that at the time of delivery of this instrument, Grantor is well seized and possessed of the Property; Grantor has good right and title to convey;

the Property is free from all encumbrances to Grantee; Grantor shall have 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 persons whomsoever.

Signed, sealed and delivered
in our presence as Witnesses:

GRANTOR:
Brownsville Assembly of God Church

Witness _____
Print Name _____

Witness _____
Print Name _____

By: _____
Evon G. Horton, Chairman

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed, and acknowledged before me this _____ day of _____, 2018, by Evon G. Horton, as Chairman of Brownsville Assembly of God Church, a Florida not-for-profit corporation, on behalf of the corporation. He (_) is personally known to me, or (_) has produced current _____ as identification.

_____
Signature of Notary Public

(Notary Seal)

_____
Printed Name of Notary Public

**ACCEPTANCE**

This Public Parking Easement was accepted by Escambia County, Florida, on the _____ day of _____, 2018, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

# Exhibit A

Begin at the Northwest corner of Block "249" of the Mulworth Subdivision, Section 33, Township 2 South, Range 30 West, according to Plat Book 1 at Page 40, of the Public Records of Escambia County also being the intersection of the South right-of-way of West DeSoto Street (55' R/W) and the East right-of-way of Shoemaker Street (50' R/W); thence run South 85°43'52" East along said South right-of-way a distance of 299.83 feet to the intersection of the South right-of-way of West DeSoto Street (55' R/W) and the West right-of-way of "Z" Street (51' R/W); thence run South 04°01'47" West along said West right-of-way line a distance of 94.21 feet; thence departing said West right-of-way line run North 85°40'53" West for a distance of 300.32 feet to the East right-of-way Line of said Shoemaker Street (50' R/W); thence run North 04°19'47" East a distance of 93.95 feet to the Point of Beginning. Lying and being in a portion of Section 33, Township 2 South, Range 30 West, Escambia County, Florida, containing 0.65 acre, more or less.

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement), is entered into this _____ day of _____, 2018, between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Brownsville Assembly of God Church, a Florida non-profit corporation, whose address is 3100 West Desoto Street, Pensacola, Florida 32505 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property described in the attached Exhibit A (the Property); and

WHEREAS, at duly advertised meetings of the Board of County Commissioners on _____, Seller approved the sale of the Property to Buyer in exchange for conveyance of an easement over the property described in the attached Exhibit B; and

WHEREAS, Seller and Buyer now desire to enter into this Agreement for Sale and Purchase and to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. This Agreement is being executed in conjunction with that certain Contract for Sale and Purchase between the parties for the conveyance of a public parking easement over the property described in the attached Exhibit B. Seller agrees to sell and Buyer agrees to buy the real property and improvements more particularly described in the attached Exhibit A (Property) upon the terms and conditions stated in this Contract. On petition of the Buyer, the conveyance of the Property from Seller to Buyer shall include a release of Seller's surface access rights associated with the reservation of phosphate, minerals, metals, and petroleum required in Section 270.11, Florida Statutes.

2. Purchase Price and Method of Payment. The Seller shall convey the Property to Buyer, which the parties agree has a value of $5,036.00, in exchange for an easement described in the attached Exhibit B.

3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 9 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 9 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. Survey. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Possession. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

6. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

7. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, have the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

8. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

9. Conveyance of Property. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:

a. Ad valorem real property taxes and assessments for the year 2018 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

b. Reservation of an undivided ¾ interest in, and title in and to an undivided ¾ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided ½ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes; however, the foregoing reservation shall not include, and Seller hereby releases, any right of access over and across the surface estate.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

10. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the easement described in attached Exhibit B will be conveyed to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 90 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

11. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

| SELLER | BUYER | |
|---|---|---|
| _____ | __X__ | Deed Documentary Stamps |
| _____ | __X__ | Survey, if any |
| _____ | __X__ | Recording (Deed) |
| _____ | __X__ | Title Insurance, if any |
| _____ | __X__ | Structural and Environmental Inspections, if any |
| _____ | __X__ | Real Estate Professional Fee or Commission, if any |

12. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and assessments and will not pay ad valorem taxes or assessments on the Property.

b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.

13. Conditions Precedent to Closing. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in

writing or as otherwise provided in this Agreement.

b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.

c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.

d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.

e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.

f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

14. Assignability. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

15. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.

16. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday,

Sunday or legal holiday, the date is extended to the next business day.

17. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

18. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

19. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

20. Brokerage. Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed by either Seller or Buyer in connection with the sale and purchase contemplated in the Agreement.

21. Default and Termination. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

22. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:
Escambia County
County Administrator
221 Palafox Place
Pensacola, FL 32502

WITH A COPY TO:
County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502

TO THE BUYER:
Brownsville Assembly of God Church
3100 West Desoto Street
Pensacola, FL 32505

WITH A COPY TO:
Alan Bookman, Esq.
Emmanuel, Sheppard & Condon
30 South Spring Street
Pensacola, FL 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

23. Further Assurances. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

24. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

25. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

26. Property Tax Disclosure Summary. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

27. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

**SELLER:**
ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Jeff Bergosh, Chairman

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: May 17, 2018

**BUYER:**
BROWNSVILLE ASSEMBLY OF GOD CHURCH

Witness Michelle A. Moody
Print Name Michelle A. Moody

Witness _____
Print Name _____

Evon G. Horton, Chairman

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 14 day of May, 2018, by Evon G. Horton, as Chairman of Brownsville Assembly of God Church, a Florida not-for-profit corporation, on behalf of the corporation. He (X) is personally known to me, or (_) has produced current _____ as identification.

MICHELLE A. MOODY
Notary Public, State of Florida
My Comm. Expires Jan. 23, 2022
Commission No. GG 178119

(Notary Seal)

Michelle A. Moody
Signature of Notary Public

Michelle A. Moody
Printed Name of Notary Public

# Exhibit A

W 16 FT LT 5 ALL LT 6 & E 3 FT LT 7 BLK 224 MCMILLIAN ADDITION
OR 4517 P 1337 OR 5324 P 679 OR 5359 P 2010 OR 5564 P 372 OR 7414 P 410
CA 138
SECTION 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 33-2S-30-4000-050-224
TAX ACCOUNT NUMBER 064226000

This document was prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

# PUBLIC PARKING EASEMENT

THIS GRANT OF PUBLIC PARKING EASEMENT is made this _____ day of _____, 2018, by and between Brownsville Assembly of God Church, a Florida not-for-profit corporation, whose address is 3100 West DeSoto Street, Pensacola, Florida 32505 (Grantor), and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantor is the owner of real property (the Property) in Escambia County, Florida, located in Section 33, Township 2 South, Range 30 West; and

WHEREAS, Grantee desires to use a portion of Grantor's Property for a public parking facility; and

WHEREAS, Grantor has agreed to grant a public parking easement to Grantee over and across a portion of Grantor's Property under the terms and conditions set forth below;

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, does grant and convey to Grantee and its successors and assigns a perpetual, exclusive easement over the real property described in the attached Exhibit A for the purpose of constructing, maintaining, and making available for public use the parking facility located within the easement area, including but not limited to the paved parking spaces, driveways and walkways, curbing, landscaping, and lighting fixtures, together with all other rights and privileges necessary and convenient for the purposes described above; provided, however, that the conveyance of this instrument shall not preclude Grantor from using the parking facility to the same extent that Grantee makes it available for use by other members of the public-at-large.

GRANTOR covenants with Grantee that at the time of delivery of this instrument, Grantor is well seized and possessed of the Property; Grantor has good right and title to convey;

the Property is free from all encumbrances to Grantee; Grantor shall have 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 persons whomsoever.

Signed, sealed and delivered
in our presence as Witnesses:

GRANTOR:
Brownsville Assembly of God Church

Witness _____
Print Name _____

Witness _____
Print Name _____

By: _____
Evon G. Horton, Chairman

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed, and acknowledged before me this _____ day of _____, 2018, by Evon G. Horton, as Chairman of Brownsville Assembly of God Church, a Florida not-for-profit corporation, on behalf of the corporation. He ( ) is personally known to me, or ( ) has produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

**ACCEPTANCE**

This Public Parking Easement was accepted by Escambia County, Florida, on the _____ day of _____, 2018, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

# Exhibit A

Begin at the Northwest corner of Block "249" of the Mulworth Subdivision, Section 33, Township 2 South, Range 30 West, according to Plat Book 1 at Page 40, of the Public Records of Escambia County also being the intersection of the South right-of-way of West DeSoto Street (55' R/W) and the East right-of-way of Shoemaker Street (50' R/W); thence run South 85°43'52" East along said South right-of-way a distance of 299.83 feet to the intersection of the South right-of-way of West DeSoto Street (55' R/W) and the West right-of-way of "Z" Street (51' R/W); thence run South 04°01'47" West along said West right-of-way line a distance of 94.21 feet; thence departing said West right-of-way line run North 85°40'53" West for a distance of 300.32 feet to the East right-of-way Line of said Shoemaker Street (50' R/W); thence run North 04°19'47" East a distance of 93.95 feet to the Point of Beginning. Lying and being in a portion of Section 33, Township 2 South, Range 30 West, Escambia County, Florida, containing 0.65 acre, more or less.

CONTRACT FOR SALE AND PURCHASE

THIS IS A CONTRACT for Sale and Purchase (Contract), between Brownsville Assembly of God Church, a Florida non-profit corporation, whose address is 3100 West Desoto Street, Pensacola, Florida 32505, (Seller), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502, (Buyer).

1. AGREEMENT. This Contract is being executed in conjunction with that certain Agreement for Sale and Purchase between the parties for the conveyance of property described in the attached Exhibit A. Seller agrees to sell and Buyer agrees to buy a public parking easement over the property more particularly described in the attached Exhibit B (Property) upon the terms and conditions stated in this Contract and subject to the restrictions shown in the form of the easement attached as Exhibit B (Easement).

2. PURCHASE PRICE; PAYMENT. The Seller shall convey the Easement to Buyer, which the parties agree has a value of $18,525.00, in exchange for Buyer's conveyance of the property described in Exhibit A.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date (Effective Date) of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within 30 days from the Effective Date of the Contract, Buyer shall examine title to the Property. If title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing and specify the defects. If the defects render title unmarketable, Seller has 120 days from receipt of Buyer's notice to remove the defects. Seller shall, if title is found to be unmarketable, use diligent effort to correct the defects in title within the time provided in the Contract. If Seller is unsuccessful in removing the defects within the time provided in the Contract, Buyer may accept title as it then stands or terminate the Contract.

5. ENVIRONMENTAL ASSESSMENT. Buyer may procure a Phase I Environmental Site Assessment of the Property from a firm decided by Buyer. Buyer may terminate this agreement if the Site Assessment Report shows the environmental status of the Property to be in a condition unacceptable to prudent buyers and lenders.

6. SELLER'S AFFIDAVIT AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing an affidavit in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records),

(ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanics liens exceptions. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavit must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

7. DOCUMENTS FOR CLOSING. Buyer's attorney must prepare and furnish all documents for closing including, but not limited to, the Contract for Sale and Purchase, Satisfaction of Conditions Precedent to Closing, Seller's Affidavit, Settlement Statement, Public Parking Easement and Public Disclosure of Interest Form required by Section 286.23, Florida Statutes.

8. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); documentary stamp tax (Seller); title insurance (Buyer); document preparation fee (Buyer); recording of easement (Buyer); Buyer's attorney's fees (Buyer); Seller's attorney's fees (Seller); costs to cure title defects and encumbrances (Seller).

9. BROKERS. Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

10. AD VALOREM TAXES AND ASSESSMENTS. Seller shall be responsible for all taxes and assessments on the Property. Buyer is immune from ad valorem taxes and assessments and will not pay ad valorem taxes or assessments on the Property.

11. CONVEYANCE AND TRANSFER OF EASEMENT. Seller shall convey to Buyer an Easement in the form and subject to the restrictions as shown on the attached Exhibit B.

12. CLOSING. This transaction will be closed and the Easement and other closing documents delivered to Buyer at the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502.

13. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Easement and Buyer shall deliver title to the property depicted in Exhibit A in accordance with a settlement statement signed by both parties.

14. FAILURE OF PERFORMANCE If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

15. ATTORNEY FEES; COSTS. In connection with any litigation arising out of the Contract, each party is responsible for its own attorneys' fees and costs.

16. SURVIVAL. It is understood and agreed that all representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Easement, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

17. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

18. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.

19. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

20. OTHER AGREEMENTS. Except as noted herein, no prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract is valid or binding upon the parties unless in writing and executed by the parties to be bound.

21. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:
Escambia County
221 Palafox Place
Pensacola, Florida 32502

WITH A COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

TO SELLER:
Brownsville Assembly of God Church
3100 West Desoto Street
Pensacola, Florida 32505

WITH A COPY TO:
Alan Bookman, Esq.
Emmanuel, Sheppard & Condon
30 South Spring Street
Pensacola, FL 32502

22. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

23. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases or subordination from any mortgage or existing leases.

24. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

25. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by Buyer or that have not been disclosed to Buyer.

26. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives have the right of access to the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

27. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Easement over the Property to Buyer at closing.

28. CONDEMNATION. Seller conveys by sale the Easement for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, either Seller or Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

29. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

Approved as to form and legal sufficiency.
By/Title: Asst. County Atty
Date: May 17, 2018

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Jeff Bergosh, Chairman

Deputy Clerk

BROWNSVILLE ASSEMBLY OF GOD CHURCH

Witness Michelle A. Moody
Print Name Michelle A. Moody

Witness
Print Name

By: Evon G. Horton, Chairman

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 14 day of May, 2018, by Evon G. Horton, as Chairman of Brownsville Assembly of God Church, a Florida not-for-profit corporation, on behalf of the corporation. He (X) is personally known to me, or (_) has produced current _____ as identification.

MICHELLE A. MOODY
Notary Public, State of Florida
My Comm. Expires Jan. 23, 2022
Commission No. GG 178119

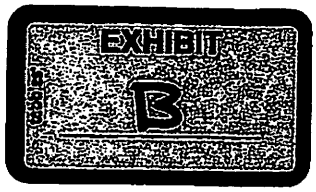
(Notary Seal)

Michelle A. Moody
Signature of Notary Public

Michelle A. Moody
Printed Name of Notary Public

# Exhibit A

W 16 FT LT 5 ALL LT 6 & E 3 FT LT 7 BLK 224 MCMILLIAN ADDITION
OR 4517 P 1337 OR 5324 P 679 OR 5359 P 2010 OR 5564 P 372 OR 7414 P 410
CA 138
SECTION 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 33-2S-30-4000-050-224
TAX ACCOUNT NUMBER 064226000




This document was prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

# PUBLIC PARKING EASEMENT

THIS GRANT OF PUBLIC PARKING EASEMENT is made this _____ day of _____, 2018, by and between Brownsville Assembly of God Church, a Florida not-for-profit corporation, whose address is 3100 West DeSoto Street, Pensacola, Florida 32505 (Grantor), and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantor is the owner of real property (the Property) in Escambia County, Florida, located in Section 33, Township 2 South, Range 30 West; and

WHEREAS, Grantee desires to use a portion of Grantor's Property for a public parking facility; and

WHEREAS, Grantor has agreed to grant a public parking easement to Grantee over and across a portion of Grantor's Property under the terms and conditions set forth below;

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, does grant and convey to Grantee and its successors and assigns a perpetual, exclusive easement over the real property described in the attached Exhibit A for the purpose of constructing, maintaining, and making available for public use the parking facility located within the easement area, including but not limited to the paved parking spaces, driveways and walkways, curbing, landscaping, and lighting fixtures, together with all other rights and privileges necessary and convenient for the purposes described above; provided, however, that the conveyance of this instrument shall not preclude Grantor from using the parking facility to the same extent that Grantee makes it available for use by other members of the public-at-large.

GRANTOR covenants with Grantee that at the time of delivery of this instrument, Grantor is well seized and possessed of the Property; Grantor has good right and title to convey;

the Property is free from all encumbrances to Grantee; Grantor shall have 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 persons whomsoever.

Signed, sealed and delivered
in our presence as Witnesses:

GRANTOR:
Brownsville Assembly of God Church

Witness _____
Print Name _____

Witness _____
Print Name _____

By: _____
Evon G. Horton, Chairman

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed, and acknowledged before me this _____ day of _____, 2018, by Evon G. Horton, as Chairman of Brownsville Assembly of God Church, a Florida not-for-profit corporation, on behalf of the corporation. He (_) is personally known to me, or (_) has produced current _____ as identification.

_____
Signature of Notary Public

(Notary Seal)

_____
Printed Name of Notary Public

**ACCEPTANCE**

This Public Parking Easement was accepted by Escambia County, Florida, on the _____ day of _____, 2018, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

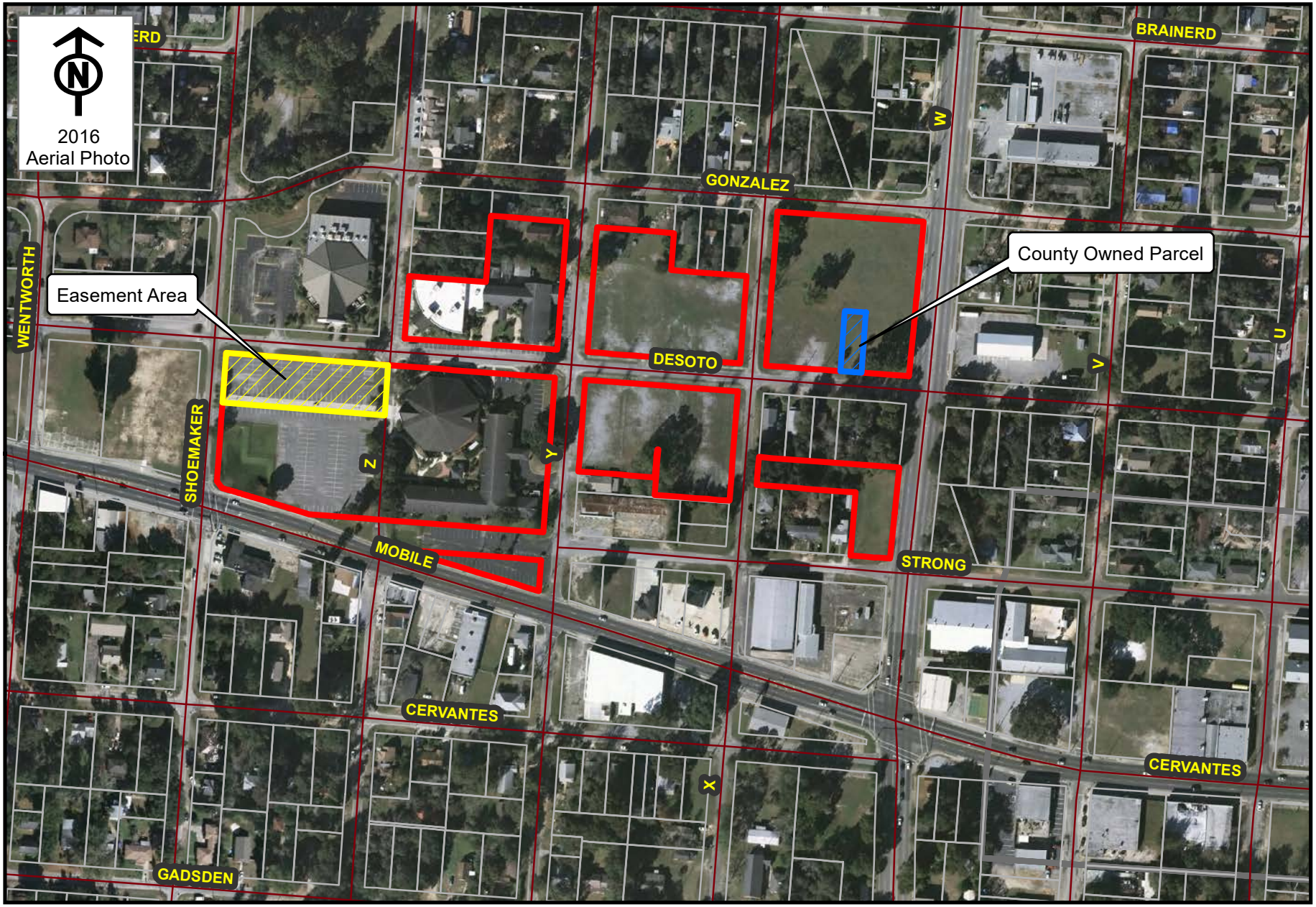
ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

# Exhibit A

Begin at the Northwest corner of Block "249" of the Mulworth Subdivision, Section 33, Township 2 South, Range 30 West, according to Plat Book 1 at Page 40, of the Public Records of Escambia County also being the intersection of the South right-of-way of West DeSoto Street (55' R/W) and the East right-of-way of Shoemaker Street (50' R/W); thence run South 85°43'52" East along said South right-of-way a distance of 299.83 feet to the intersection of the South right-of-way of West DeSoto Street (55' R/W) and the West right-of-way of "Z" Street (51' R/W); thence run South 04°01'47" West along said West right-of-way line a distance of 94.21 feet; thence departing said West right-of-way line run North 85°40'53" West for a distance of 300.32 feet to the East right-of-way Line of said Shoemaker Street (50' R/W); thence run North 04°19'47" East a distance of 93.95 feet to the Point of Beginning. Lying and being in a portion of Section 33, Township 2 South, Range 30 West, Escambia County, Florida, containing 0.65 acre, more or less.

# Brownsville Assembly Land Exchange




ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 4/17/18 DISTRICT 3

**Brownsville Assembly Property**
**County Owned Parcel**
**Parking Easement Area**

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14243** **County Attorney's Report 11. 2.**
**BCC Regular Meeting** **Action**
**Meeting Date:** 06/07/2018
**Issue:** Approval of Proposed Settlement of Workers' Compensaction Case Brought by Vanessa Borque
**From:** Charles Peppler, Deputy County Attorney
**Organization:** County Attorney's Office
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Approval of Proposed Settlement of Workers' Compensation Case Brought by Vanessa Borque.

That the Board approve a settlement in the sum of $40,000.00 to Vanessa Borque of which the Board would be responsible for paying $20,000.00.

## BACKGROUND:

Vanessa Borque is a fifty-five year old former Sheriff's Deputy who was involved in two occupational accidents in the course of her employment as a process server for the Escambia County Sheriff's Office. On April 22, 2004, she sustained an initial injury to her right shoulder while serving legal process. Almost two years later, on March 13, 2006, she aggravated the right shoulder injury while fleeing from an aggressive dog during service of other legal process.

Taking into account her life expectancy and utilization of doctors and the associated medical costs, future medical expenditures will be significant. There is a possibility that Ms. Borque may assert claims for indemnity, but medical expenditures appear to be the significant exposure for the foreseeable future. Dr. Stephen Seeker, a board certified orthopedic surgeon, has opined that each accident is equally contributory towards Ms. Barque's right shoulder injury and the resulting need for medical care.

At the time of Ms. Barque's 2004 accident, the Sheriff's Office maintained workers' compensation coverage under the Board's self-insurance plan. If the proposed settlement is approved, the Board would be responsible for half of the settlement. However, the Preferred Governmental Insurance Trust (PGIT), would be

responsible for the remaining half of the settlement as it has coverage for the 2006 accident.

In light of the substantial potential exposure to the Board for medical costs, Brian T. Handley, attorney representing the Board, respectfully recommends approval of the proposed settlement agreement. There appears to be no issue regarding a medical set-aside agreement because of Medicare.

**BUDGETARY IMPACT:**

The appropriate reserves from Internal Service, 501 Fund have been set to fund the self-insured retention portion of the settlement.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Retained counsel will prepare the settlement documents.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

*No file(s) attached.*

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# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-14231** **County Attorney's Report 11. 1.**
**BCC Regular Meeting** **Information**
**Meeting Date:** 06/07/2018
**Issue:** U.S. Bank National Association v. McIntyre, Bobby L., et al.; Case No.: 2016 CA 001607
**From:** Kristin Hual, Senior Assistant County Attorney
**Organization:** County Attorney's Office
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning U.S. Bank National Association v. McIntyre, Bobby L., et al.; Case No.: 2016 CA 001607.

That the Board accept the following information in the matter of *U.S. Bank National Association v. McIntyre, Bobby L., et al.*; Case No.: 2016 CA 001607:

Escambia County was previously joined as a Defendant in the above referenced foreclosure action involving certain real property owned by Bobby L. McIntyre. The County retained an interest in the property by virtue of an Affordable Housing Initiative New Construction HHRP Mortgage and Security Agreement in the sum of $50,000.00. The County's interest was subordinate to the Plaintiff's mortgage interest. Following the entry of final judgment and the sale of the subject property, a surplus was retained by the Clerk of the Circuit Court and Comptroller. Upon the County's Motion for Disbursement of Surplus, the County recovered the surplus funds held in the court's registry totaling $7,506.83, as partial satisfaction of the County's interest.

## BACKGROUND:

N/A

## BUDGETARY IMPACT:

The funds will be deposited in the Escambia County Affordable Housing Fund.

## LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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## Attachments

Order on County's Motion for Summary Judgment - Case No.: 2016 CA 001607

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Filing # 71945700 E-Filed 05/10/2018 11:02:06 AM

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT,
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

**U.S. BANK NATIONAL ASSOCIATION,**
**Plaintiff,**

**vs.**

**Case No: 2016 CA 001607**
**Division: WJ**

**BOBBY L. MCINTYRE, et al.,**
**Defendant(s).**
_____/

**ORDER ON DEFENDANT, ESCAMBIA COUNTY'S MOTION FOR SUMMARY JUDGMENT**

THIS MATTER was before the Court on May 3, 2018, on Defendant, Escambia County's Motion for Summary Judgment on the County's Motion for Disbursement of Surplus Funds and the Court having considered the County's Motion and being fully advised in the premises, it is thereupon,

ORDERED AND ADJUDGED as follows:

1. Defendant, Escambia County's Motion for Summary Judgment on the County's Motion for Disbursement of Surplus Funds is hereby granted.
2. The surplus funds retained by the Clerk of the Circuit Court and Comptroller shall be disbursed to Escambia County upon entry of this Order.
3. The Court retains jurisdiction to enforce this Order.

DONE AND ORDERED in Pensacola, Escambia County, Florida on this ___ day of _____, 2018.

eSigned by CIRCUIT COURT JUDGE JOHN L MILLER
on 05/10/2018 06:42:27 dRUgGHIE

Copies furnished electronically to:

Andrea Kathryn Alles, Esq.
Attorney for Plaintiff
servealaw@albertellilaw.com

Lysia Bowling, Esq.
Attorney for Defendant, City of Pensacola
lbowling@cityofpensacola.com

Carrie Vaughn Cromey, Esq.
Attorney for Defendant, Bobby L. McIntyre
carrie@lsnf.org