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.

Escambia County is committed to making our website accessible. If you use assistive technology, for example a screen reader, and have difficulty accessing information in this agenda online, please contact our ADA Coordinator at ADA@myescambia.com or 850-595-1637.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – February 7, 2019 – 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 Neil Camper, a Maintenance Technician in the Maintenance Division of the Facilities Management Department, on his selection as the "Employee of the Month" for February 2019;

B. The Proclamation commending and congratulating Mr. Jack Redifer Brown on his retirement and outstanding record of service to the public and expressing the Board's appreciation to Mr. Brown for his faithful and dedicated service to the citizens of Escambia County;

C. The Proclamation recognizing and congratulating the 2018 Northeast Pensacola Wildcats 9-and-Under team for winning their first World Youth Football Championship; and

D. The Proclamation proclaiming February 21, 2019, as "Military Recognition Day in Escambia County," and joining the Navy League and the citizens of Escambia County in expressing appreciation to these outstanding military men and women, not only for their contributions to our community during their tours of duty here, but also for their service to our great country.

7. Retirement Proclamation.

Recommendation: That the Board adopt the retirement Proclamation commending and congratulating Valerie C. Jones, Division Manager with the Neighborhood & Human Services Department, on 30 years of dedicated service.

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 to Consider Amending Chapter 90, Article IV, Division 4, Section 90-187, of the Escambia County Code of Ordinances, Providing for Additional Homestead Tax Exemption for Persons 65 and older.

Recommendation: That the Board adopt the Ordinance amending Chapter 90, Article IV, Division 4, Section 90-187, of the Escambia County Code of Ordinances, providing additional Homestead Tax Exemption for persons 65 and older.

10. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Hanna's Terrace Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Hanna's Terrace Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots and the ability of lot owners to use their individual lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected lots. Residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

11. 5:33 p.m. Public Hearing to Consider Amending Volume I, Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances, Relating to the Pensacola Beach Dog Park to Remove the Sunset Provision.

Recommendation: That the Board adopt the Ordinance amending Volume I, Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances, relating to the Pensacola Beach Dog Park to remove the Sunset Provision.

12. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of the December 31, 2018 Investment Report.

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended December 31, 2018, as required by Ordinance Number 95-13; on December 31, 2018, the portfolio market value was $389,874,133 and portfolio earnings totaled $750,670 for the month; the short-term portfolio yield 1.54%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 2.35%; the long-term CORE portfolio achieved a yield of 2.65%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.51%.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held January 17, 2019;

B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held January 24, 2019; and

C. Approve the Minutes of the Regular Board Meeting held January 24, 2019.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on January 8, 2019

That the Board take the following action concerning the rezoning cases heard by the Planning Board on January 8, 2019:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2018-17 an Z-2019-01 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-2018-17**
Address:	8891 Burning Tree Road
Property Reference No.:	06-1S-30-1000-000-024 (sections of)
Property Size:	3.52 and 7.56 (+/-) acres
	Northern Portion:
From:	Rec, Recreation district (du density limited to vested development)
To:	MDR, Medium Density Residential district (10 du/acre)
	Southern Portion:
From:	Rec, Recreation district (du density limited to vested development)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	5
Requested by:	Wiley C. "Buddy" Page, agent for RNL Investment Group, LLC, Owner
Planning Board Recommendation:	Approval
Speakers:	Buddy Page, Vivian Buck, Gladys Goss, Martina Mason, Ralph Mason, Kyle Patterson, Jason Widman, Michael Bearden, Ann Mitchell, Tom Heffernan, John Lopez, Patti Hall, Carol Widman, Gregg Wright, Larry Downs, Jr.
2. Case No.:	**Z-2019-01**

Address:	149 Highway 97 S
Property Reference:	09-1N-31-1000-030-005 (portion of)
Property Size:	1.66 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	N/A
Overlay District:	Detailed Specific Area Plan (DSAP) Muscogee
Commissioner District:	5
Requested by:	Terramore Development, LLC, Agent for Steven and Carrin Buttrick, Owners
Planning Board Recommendation:	Approval
Speakers:	Jay Fraiser, Cole Bracey, Josh Womack, Larry Downs, Jr., Michael Bearden

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 January 8, 2019, 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 Adopting the 2018-2022 Update to the Five-Year Schedule of Capital Improvements

   That the Board of County Commissioners (BCC) review and adopt an Ordinance adopting the Five-Year Schedule of Capital Improvements, pursuant to Section 163.3177(3)(b), Florida Statutes, and Objective CIE 1.2, Escambia County Comprehensive Plan: 2030.

4. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapters 3 and 4 of the LDC to Address Temporary Sales of Automobiles

   That the Board of County Commissioners (BCC) review an Ordinance amending the Land Development Code (LDC) Chapter 3, Article 2, Section 3-2.11, Heavy Commercial & Light Industrial (HC/LI), and Chapter 4, Article 7, Section 4-7.13, Temporary Uses and structures, to address temporary sales of automobiles as a permitted use in HC/LI. The Planning Board recommended denial of this Ordinance.

   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 the Escambia County 2030 Comprehensive Plan - CPA-2018-02

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Comprehensive Plan OBJ FLU 3.1, Rural Development, deleting FLU 3.1.5 in its entirety. The Planning Board recommended denial of this Ordinance.

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

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

March 7, 2019

A. 5:45 p.m. - A Public Hearing to amend the Official Zoning map to include the following cases heard by the Planning Board on February 5, 2019.

1. Case No.:	***Z-2019-02***
Address:	12960 Lillian Highway and 12400 BLK Lillian Highway
Property Reference No.:	02-2S-32-1001-030-010 and 02-2S-32-1001-043-010
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Wiley C. "Buddy" Page, Agent for Slavoljub & Margaret Djuric, Owner
2. Case No.:	***Z-2019-03***
Address:	8662 Ashland Avenue
Property Reference No.:	10-1S-30-1101-030-005
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	Kerry Anne Schultz, Agent for James D. Homyak, Ashland Avenue, LLC, Owner

B. 5:46 p.m. - A Public Hearing - Accessory Structures on Pensacola Beach Ordinance

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Approval of an Antenna Mounting Space License Agreement between Escambia County and Five Flags Amateur Radio Association, Inc.- Michael D. Weaver, Public Safety Department Director

   That the Board take the following action concerning the Antenna Mounting Space License Agreement between Escambia County and Five Flags Amateur Radio Association, Inc.:

   A. Approve the Antenna Mounting Space License Agreement; and

   B. Authorize the Chairman to sign the Agreement and any subsequent related documents without further action of the Board.

2. Recommendation Concerning the Limited Noise Waiver of the Escambia County Noise Abatement Ordinance for Louie's Tavern Mardi Gras Party - 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 Louie's Tavern Mardi Gras Party, to include a live band, being held at Louie's Tavern, 271 Molino Road, Molino, Florida, on Saturday, February 16, 2019, from 6:00 p.m., to Sunday, February 17, 2019, 12:00 a.m.

3. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, October 18, 2018 Tonya Green, Neighborhood & Human Services Department Director

   That the Board accept for filing with the Board's Minutes, the October 18, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

4. Recommendation Concerning Amendment #1 to Loaves and Fishes Soup Kitchen Transitional Housing Agreements - Tonya Green, Neighborhood & Human Services Department Director

That the Board take the following action concerning Amendment #1 to Loaves and Fishes Soup Kitchen Transitional Housing Agreements:

A. Approve Amendment #1 to the Transitional Housing Development Agreement with Loaves and Fishes Soup Kitchen, Inc., for the Donelson Street Housing units to change the use from transitional housing for homeless households to permanent housing for homeless households;

B. Approve Amendment #1 to the Transitional Housing Development Agreement with Loaves and Fishes Soup Kitchen, Inc., for the Hayne Street Housing units to change the use from transitional housing for homeless households to permanent housing for homeless households; and

C. Authorize the Chairman to execute the Amendments and related forms or documents as needed to implement the Amendments and original Agreements.

[Funding: Not applicable]

5. Recommendation Concerning the Pensacola City Council's Representatives on the Tourist Development Council - Amy Lovoy, Acting County Administrator

That the Board acknowledge for the Official Record, the Pensacola City Council's reappointment of Council Member P.C. Wu and the appointment of Council Member Sherri Myers to the Tourist Development Council, for a term of two years, effective December 13, 2018, through November 24, 2020.

6. Recommendation Concerning a Resolution Adopting the Escambia County Area Transit Authority Anti-Drug Use and Alcohol Misuse Policy - Mike Crittenden, Mass Transit Director

   That the Board take the following action:

   A. Adopt the Resolution adopting the Escambia County Area Transit Authority Anti-Drug Use and Alcohol Misuse Policy; and

   B. Authorize the Chairman to sign the Resolution.

7. Recommendation Concerning the Request for Disposition of Property for the Office of the Clerk of Circuit Court and Comptroller - Pam Childers, Clerk of the Circuit Court and Comptroller

   That the Board approve the Request for Disposition of Property Form for the Office of Clerk of the Circuit Court and Comptroller, for property which is to be auctioned or disposed of properly, all which is described on the Form with the Agency and reason stated.

8. Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - Shawn Fletcher, Information Technology Department Director

   That the Board approve the 22 Request for Disposition of Property Forms for the Information Technology Department for all items of equipment, which are described and listed on the Request Forms, with reason for disposition stated. The items are to be disposed of properly.

9. Recommendation Concerning the Request for Disposition of Property for the Public Works Department, Fleet Maintenance Division - Wes Moreno, Public Works Department Director

   That the Board approve the Request for Disposition of Property Form for the Public Works Department, Fleet Maintenance Division, listing one item, which is described and listed on the Form with reason for disposition stated. The listed item has been found to be of no further use to the County; thus, it is requested that it may be disposed of properly and scrapped. The Request Form has been signed by all applicable authorities.

10. Recommendation Concerning the Conveyance of a Utility Easement and Deed to Emerald Coast Utilities Authority for Lift Station #106 - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the conveyance of a Utility Easement and Deed to Emerald Coast Utilities Authority (ECUA) for Lift Station #106:

A. Approve the 20-foot wide utility easement, beginning approximately 50 feet south of El Dorado Drive and extending 200 feet to the southeast corner of the County-owned parcel (containing 0.26 acre more or less);

B. Adopt the Resolution authorizing the conveyance, by Deed, of the property that surrounds the lift station area (containing 0.05 acres more or less); and

C. Authorize the Chairman or Vice Chairman to sign the necessary documents granting the Utility Easement and Deed to Emerald Coast Utilities Authority (ECUA).

This parcel is located in Commission District 1.

[Funding source: All costs associated with accepting and recording all documents will be borne by ECUA]

11. Recommendation Concerning the Scheduling of a Public Hearing for the Tanglewood Street Lighting Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on February 21, 2019, at 9:01 a.m., to consider adoption of an Ordinance creating the Tanglewood Street Lighting Municipal Services Benefit Unit (MSBU).

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Adoption of a Resolution Approving a Plan of Finance for Low Interest Loans to First-time Homebuyers and Authorizing the Escambia County Housing Finance Authority (the "Authority") to Issue Not Exceeding $225,000,000 Single Family Housing Revenue Bonds (Multi-County Program) - Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority

   That the Board adopt and authorize the Chairman to sign a Resolution which approves a plan of finance for low-interest loans to first-time homebuyers, and authorizes the Escambia County Housing Authority to issue Single Family Housing Revenue Bonds from time to time, in an aggregate principal amount not to exceed $225,000,000 (collectively, the "Bonds").

2. Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for Property Located at 1701 Gulf Beach Highway - Tonya Green, Neighborhood & Human Services Department Director

   That the Board ratify the following February 7, 2019, action of the Board of County Commissioners of Escambia County Community Redevelopment Agency (CRA), acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), rescinding, due to the owners' request to terminate the Funding and Lien Agreements, the following Board action of November 30, 2017, concerning the Residential Rehab Grant Program Funding and Lien Agreements at 1701 Gulf Beach Highway:

   A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Vicky L. Weeks, owner of residential property located at 1701 Gulf Beach Highway, Warrington Redevelopment District, each in the amount of $5,841, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for a replacement of windows; and

   B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

3. Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for Property Located at 424 Gibbs Road - Tonya Green, Neighborhood & Human Services Department Director

That the Board ratify the following February 7, 2019, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), rescinding, due to the owners' request to terminate the Funding and Lien Agreements, the following Board action of October 18, 2018, concerning the Residential Rehab Grant Program Funding and Lien Agreement for the property located at 424 Gibbs Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Joseph M. Baudendistel, owner of residential property located at 424 Gibbs Road, Warrington Redevelopment District, each in the amount of $4,375, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for a electrical rewiring upgrade; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

4. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Tonya Green, Neighborhood & Human Services Department Director

That the Board ratify the following February 7, 2019, 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 18 Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Lynnemarie Prock, Trust, owner of residential property located at 8 Elegans Avenue, Barrancas Redevelopment District, each in the amount of $4,043, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof and storm shutter installation;

2. The Agreements between Escambia County CRA and Lynnemarie Prock, Trust, owner of residential property located at 9 Rosea Drive, Barrancas Redevelopment District, each in the amount of $4,335, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof and storm shutter installation;

3. The Agreements between Escambia County CRA and Marilyn R. Mulvey, owner of residential property located at 602 Lakewood Road, Barrancas Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement windows;

4. The Agreements between Escambia County CRA and Ladybug Ventures, LLC, owner of residential property located at 4 Greve Road, Warrington Redevelopment District, each in the amount of $5,705, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

5. The Agreements between Escambia County CRA and Patricia L. Greene, owner of residential property located at 309 Payne Road, Warrington Redevelopment District, each in the amount of $2,700, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

6. The Agreements between Escambia County CRA and John R. Ryan, owner of residential property located at 107 Payne Road, Warrington Redevelopment District, each in the amount of $2,397, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center

370114, replacement roof;

7. The Agreements between Escambia County CRA and James C. and Cheryl I. Tellefson, owners of residential property located at 308 Bryant Road, Warrington Redevelopment District, each in the amount of $5,640, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

8. The Agreements between Escambia County CRA and Norman D. and Virginia A. Boyd, owners of residential property located at 601 Pelham Road, Warrington Redevelopment District, each in the amount of $2,750, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

9. The Agreements between Escambia County CRA and David Joe Marcum and Sandra Elaine Klihnl Marcum, owners of residential property located at 116 Southeast Gilliland Road, Warrington Redevelopment District, each in the amount of $5,950, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

10. The Agreements between Escambia County CRA and Jay A. Yedrysek, owner of residential property located at 209 Greve Road, Warrington Redevelopment District, each in the amount of $2,707, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

11. The Agreements between Escambia County CRA and David Toellner, owner of residential property located at 310 Payne Road, Warrington Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

12. The Agreements between Escambia County CRA and Anthony B. and Michael J. Bosso, owners of residential property located at 110 Shasta Road, Warrington Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, electrical rewiring upgrade and central heating and air conversion;

13. The Agreements between Escambia County CRA and Jerry R. and Jan M. Robbins, owners of residential property located at 209 Baublits Road, Warrington Redevelopment District, each in the amount of $3,750, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

14. The Agreements between Escambia County CRA and Ronald F. and Joan P. Olmstead, owners of residential property located at 17 Audusson

Avenue, Barrancas Redevelopment District, each in the amount of $4,133, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof and replacement windows;

15. The Agreements between Escambia County CRA and Michael J. Bosso, owner of residential property located at 116 South Second Street, Warrington Redevelopment District, each in the amount of $4,709, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof and central heating and air conversion;

16. The Agreements between Escambia County CRA and Phillip A. and Cheryl E. Pollock, owners of residential property located at 222 Payne Road, Warrington Redevelopment District, each in the amount of $4,020, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, total electrical rewiring upgrade and central heating and air conversion;

17. The Agreements between Escambia County CRA and Lavada Jean Walden, owner of residential property located at 220 Betty Road, Barrancas Redevelopment District, each in the amount of $4,462, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof;

18. The Agreements between Escambia County CRA and Gary S. Slocum, owner of residential property located at 6 Earl Court, Warrington Redevelopment District, each in the amount of $3,502, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

5. Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Green, Neighborhood & Human Services Department Director

That the Board ratify the following February 7, 2019, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellations of 18 Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	**Address**	**Amount**
Geoffrey M. Brown	26 Kennington Drive	$1,995
Susan A. Burroughs	214 Bill Place	$1,950
Cheryl R. Cooksey	314 Bryant Road	$3,909
Lori Cooper	212 Brown Road	$4,045
Lynwood V., Jr. and Vicki A. Fletcher	632 Lakewood Road	$6,000
John T. Harp	1103 North Old Corry Field Road	$5,036
Cheryl J. Holbert	208 West Sunset Avenue	$1,760
Mary Gail Parkton	8424 Forge Place	$3,000
Connie Rossvanes	811 Gordon Avenue	$6,000
Glen C. Sefcik	307 Lakewood Road	$4,537
Daniel E. and Catherin M. Storey	507 Northwest Syrcle Drive	$2,050
Marjory Tandy	308 Ruberia Avenue	$2,750
Travelstar Properties, LLC	513 Lakewood Road	$2,900
Ren and Sheng Enterprises, LLC	508 Edgewater Drive	$4,448
Susan W. Combs	610 Chaseville Street	$3,650
Grace R. Amell	3219 Bayshore Square	$5,934
Vernon T. Washington	3400 Hernandez Street	$2,520
Gary J. Langhammer and Mallie W. Langhammer	15 Lieutenant Street	$2,660

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

6. Recommendation Concerning the Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Liens - Tonya Green, Neighborhood & Human Services Department Director

That the Board ratify the following February 7, 2019, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Liens:

A. Approving the following two Cancellations of the Commercial Facade, Landscape, and Infrastructure Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Commercial Façade, Landscape, and Infrastructure Grant Program:

Property Owner	Address	Amount
Eugene S. Kerr	3912 Barrancas Avenue	$9,998
Nedal Mohammad	3706 Navy Boulevard	$10,000

B. Authorizing the Chairman to execute the Cancellations of Liens documents.

7. Recommendation Concerning Funding Correction for ADA Modifications to Escambia County Facilities and Parks, Task 2/Phase 2 - Tonya Green, Neighborhood & Human Services Director

That the Board take the following action concerning a funding correction for ADA Modifications to Escambia County Facilities and Parks, Task 2/Phase 2:

A. Amend the Board's action of December 6, 2018, CAR II-38, related to the issuance of a purchase order for ADA Design of County Facilities and Parks Projects identified by Study, Task 2/Phase 2 to correct a scrivener's error in cost centers to reflect the total cost of $54,630.50, to be funded from Fund 129/2017 CDBG, Cost Center 370231 instead of Fund 129/2016 CDBG, Cost Center 370228 and 2017 CDBG/Cost Center 370221; and

B. Approve the issuance of a Purchase Order for ADA Design of County Facilities and Parks Projects, Task 2/Phase 2 to TOWNES + architects, P.A.

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

8. Recommendation Concerning the Florida Fish and Wildlife Conservation Commission Derelict Vessel Final Removal Funding Opportunity Program Application - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Acting County Administrator to sign the Florida Fish and Wildlife Conservation Commission Derelict Vessel Final Removal Funding Opportunity Program Application 2018/2019, with local matching of in-kind and matching funds up to $5,000 from Vessel Registration Fees.

[Funding: Fund 110, Other Grants and Projects; Cost Center 220807, Vessel Registration Fees]

9. Recommendation Concerning First Renewal of Lease Agreement between Escambia County and Pensacola Metro Area Lions Sight Program, Inc., for County-Owned Property at 1125-B Hayes Street, Pensacola, Florida - Robert E. Dye, Interim Director, Facilities Management

That the Board approve and authorize the Chairman to sign the First Renewal of Lease Agreement between Escambia County and Pensacola Metro Area Lions Sight Program, Inc. (Lions Sight Program), for property located at 1125-B Hayes Street, Pensacola, Florida.

10. Recommendation Concerning First Renewal of Lease Agreement between Escambia County and Perdido Key Area Chamber of Commerce, Inc., for County-Owned Property at 15500 Perdido Key Drive, Florida - Robert E. Dye, Interim Director, Facilities Management

That the Board approve and authorize the Chairman to sign the First Renewal of Lease Agreement between Escambia County and Perdido Key Area Chamber of Commerce, Inc. (PKACC), for property located at 15500 Perdido Key Drive, Pensacola, Florida, 32507.

11. Recommendation Concerning the Florida Department of Transportation Section 5310 Program Grant Application - Mike Crittenden, Mass Transit Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for Section 5310 funding and Federal Transit Administration (FTA) enhanced mobility of seniors and individuals with disabilities funding to be used by Escambia County for the purchase of two Americans with Disabilities Act of 1990 (ADA) Vehicles:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by the Florida Department of Transportation (FDOT) and by the Federal Transit Administration (FTA) Act of 1964;

B. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notification of funding and electronic document filing; and

C. Authorize the Mass Transit Director to sign all Application documents and to submit the Grant Application.

[Funding: Escambia County is required to provide a 10% match for Section 5310 Capital Awards ($14,600). These funds will be included in the Mass Transit Department Fiscal Year 2019/2020 Budget]

12. Recommendation Concerning the Florida Department of Transportation Section 5311 Program Grant Application - Mike Crittenden, Mass Transit Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for USC Section 5311 funding (Federal Transit Administration [FTA] non Urbanized funding), to be used by Escambia County Mass Transit Department, for fixed route and paratransit transportation to and from the Rural / Non-Urbanized area:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by the Florida Department of Transportation (FDOT) and by the Federal Transit Administration (FTA) Act of 1964;

B. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notification of funding and electronic document filing; and

C. Authorize the Mass Transit Director to sign all Application documents and to submit the Grant Application.

[Funding: Section 5311 funding requires a 50% match for operating costs for rural areas. The other 50% is a reimbursement. These funds will be included in the Mass Transit Department Fiscal Year 2019/2020 Budget]

13. Recommendation Concerning Supplemental Budget Amendment #065 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #065, General Fund (001), in the amount of $5,000, to recognize a reimbursable Grant from the Florida Department of Health (FDOH) for domestic mosquito control of the Zika virus. These funds will be used to purchase mosquito control chemicals.

14. Recommendation Concerning Supplemental Budget Amendment #068 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #068, General Fund (001), in the amount of $23,404, to recognize the Sheriff's off-duty officer reimbursements, auto repair reimbursements, investigative costs and miscellaneous reimbursements/fees and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

15. Recommendation Concerning First Year Option to Renew PD 16-17.083, Signal Response Maintenance - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the utilization of the first of two possible one-year renewal periods, as outlined in Section 2, Term, of the Agreement Relating to Signal Response Maintenance for maintenance services throughout Escambia County, with Ingram Signalization, Inc., per PD 16-17.083, Signal Response Maintenance. The original agreement was approved by the Board on December 14, 2017.

[Funds are available in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601 and Fund 167, Bob Sikes Toll Facility, Cost Center 140302, Object Code 54601]

16. Recommendation Concerning First Year Option to Renew for Security Officer Services for Entrances of the M.C. Blanchard Judicial Center and the T. Bruno Juvenile Center - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the utilization of the first of four possible one-year renewal periods, as outlined in Section 2, Term, of the Agreement for Security Officer Services with Dynamic Security Services, Inc., for Security Officer Services at the entrances for the following locations: the M.C. Blanchard Judicial Center and the Theodore F. Bruno Juvenile Justice Center. The recommendation is for the renewal to be retroactive to September 21, 2018. The original Agreement was approved by the Board on September 21, 2017.

[Funding: Fund 115, Court Security Article V, Cost Center 410505, Object Code 53401 Other Contractual Services]

17. Recommendation Concerning the Contract Award for PD 18-19.010, Collection and Disposal of Household Hazardous Waste - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the Acting County Administrator to sign the Agreement between Escambia County and Perma-Fix of Florida, Inc., per the terms and conditions of PD 18-19.010, Collection and Disposal of Household Hazardous Waste, providing for the collection and disposal of hazardous waste materials from County households, on an as-needed basis, authorizing an annual amount of $200,000.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services]

18. Recommendation Concerning Contract Award for Installation, Refurbish, and Removal of Pavement Markings and Associated Items - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Acting County Administrator to sign the Agreements Relating to Pavement Markings between Escambia County and Gulf Coast Traffic Engineers, Inc., and Ozark Striping Company, Inc., per the terms and conditions of PD 18-19.007, Installation, Refurbish, and Removal of Pavement Markings and Associated Items, with a total Fiscal Year 2018-2019 expenditure of $300,000.

[Funding: Fund 175, Transportation Trust Fund; Cost Center 211201, Traffic Operations; Object Code 55201, Operating Supplies]

19. Recommendation Concerning the Purchase of two 2019 Isuzu NQR Crew Cab 17,950 GVWR Trucks for the Road Department - Solid Waste - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the Acting County Administrator to sign the Purchase Order and other documents related to the purchase of two 2019 Isuzu NQR Crew Cab 17,950 GVWR Trucks from Ward International Trucks, Inc., per the terms and conditions of PD 18-19.019, 2019 Isuzu NQR Crew Cab 17,950 GVWR Truck, in the amount of $119,191.88 ($59,595.94 each).

[Funding: Fund 401, Solid Waste Fund; Cost Center 230315, Projects; Object Code 56401, Machinery & Equipment]

20. Recommendation Concerning the Authorization for Acquisition of Property Located at 7320 Hayward Avenue - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding the acquisition of real property located at 7320 Hayward Avenue (14.1 acres more or less), from Escambia Gulf Coast Pits, LLC, a Florida Limited Liability Company:

A. Authorize the purchase of real property located at 7320 Hayward Avenue (14.1 acres more or less) from Escambia Gulf Coast Pits, LLC, a Florida Limited Liability Company, for the purchase price of $240,000 (appraised value);

B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 7320 Hayward Avenue (14.1 acres more or less);

C. Accept the Public Disclosure of Interest Form from Escambia Gulf Coast Pits, LLC; and

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

This project is located in Commission District 1.

[Funding Source: Fund 352, Local Option Sales Tax III (LOST) III, Cost Center 210107, Object Code 56101, Project #17EN2791]

21. Recommendation Concerning the Acceptance of an Easement Located at the End of Crooked Oak Drive - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the acceptance of an easement at the end of Crooked Oak Drive from Robert J. Jones, as Personal Representative of The Estate of Olga F. Jones:

A. Accept the donation of a drainage easement, (approximately 0.401 acres) located at the end of Crooked Oak Drive from Robert J. Jones, as Personal Representative of The Estate of Olga F. Jones, for drainage improvements;

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

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

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

This property is located in Commission District 5.

[Funding: Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

22. Recommendation Concerning the Termination of a Copier Lease Agreement with Ricoh USA, Inc.- Tim Tolbert, Building Official/Department Director, Building Services Department

That the Board take the following action:

A. Authorize the termination of the Lease Agreement between Escambia County and Ricoh USA, Inc.; and

B. Authorize the Acting County Administrator, Amy Lovoy, to execute the Notice of Non-Renewal, the rebate document from RJ Young, and the Attachment to Order #G24N00.

[Funding: Fund 001, General Fund, Cost Center 250207, Account 54401]

23. Recommendation Concerning the Funding Allocation to the Pensacola Humane Society 2019 Fur Ball - Commissioner Lumon May, District 3

That the Board approve allocating $1,000 from Commissioner Lumon J. May's Discretionary Fund to sponsor the Pensacola Humane Society 2019 Fur Ball. The event will be held on February 1, 2019, at the Pensacola Yacht Club.

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

24. Recommendation Concerning the Contract Award for Elevator Maintenance Services for Escambia County Facilities - Paul Nobles, Purchasing Manager, Office of Purchasing.

That the Board approve and authorize the Acting County Administrator to sign the Agreement Relating to Elevator Maintenance Services for Escambia County Facilities between Escambia County and Otis Elevator Company, per the terms and conditions of PD 17-18.091, Elevator Maintenance - Various Locations, in the amount of $46,800.

[Funding: Fund 001, General Fund, Facility Maintenance, Cost Center 310203, Object Code 54601 - $43,260; Fund 113, Library Fund, Libraries, Cost Center 110502, Object Code 54601 - $1,920; Fund 352, Local Options Sales Tax III, Parks & Recreation Department, Cost Center 350229, Object Code 54601 - $1,620]

25. Recommendation Concerning the Microsoft Master Services Agreement - Shawn P. Fletcher, Information Technology Department Director

That the Board amend its action of December 6, 2018 (CAR II-9B) authorizing the County to award a Purchase Order, in the amount of $84,439, to SHI International Corporation, as the authorized reseller for Microsoft Corporation State of Florida Contract 43230000-15-02, and authorize the County to award the Purchase Order, in the amount of $84,439, to Microsoft Corporation.

III. For Discussion

1. 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 2018/2019:

   A. CDAC Behavioral Healthcare, in the amount of $1,500;

   B. West Florida High School Softball Boosters, Inc., in the amount of $1,000;

   C. First United Methodist Church Pensacola, in the amount of $1,000; and

   D. Christian Surfers, in the amount of $2,000.

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

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

2. Recommendation Concerning Appointing Amy Lovoy as Interim County Administrator Effective February 5, 2019 - Commissioner Lumon J. May, District 3

   At the request of Chairman Lumon J. May, that the Board discuss whether to appoint Amy Lovoy as the Interim County Administrator effective February 5, 2019.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Agreement for Reimbursement of Unused OLF-8/OLF-X Land Exchange Project Funding Related to the Land Exchange Agreement between United States of America/Department of the Navy and Escambia County, Florida

   That the Board authorize the Chairman to execute the Agreement for Reimbursement of Unused OLF-8/OLF-X Land Exchange Project Funding related to the Land Exchange Agreement between United States of America/Department of the Navy and Escambia County, Florida.

2. Recommendation Concerning Approving the Retention of Nabors Giblin & Nickerson, P.A. Attorneys at Law to Represent Public Safety Employee Tamika L. Williams Regarding a Complaint Filed with the Florida Commission on Ethics.

   That the Board approve the retention of Nabors Giblin & Nickerson, P.A. Attorneys at Law at an hourly rate of $250.00 for partner attorneys and $210.00 for associate attorneys to represent the County's Public Safety employee Tamika L. Williams regarding a complaint filed with the Florida Commission on Ethics.

II. For Discussion

1. Recommendation Concerning 10770 Silver Creek Drive MSBU Non-Ad Valorem Assessment Issue.

   That the Board discuss and determine whether to direct the County Attorney's Office to proceed with the following action:

   A. Authorize payment of $1,009.80 in exchange for an executed general release from any and all claims against the County by Hung Nguyen and Dzung Nguyen; and

   B. Authorize the Chairman and the County Attorney's office to prepare and sign any and all documents necessary to effectuate this action.

2. Recommendation Concerning Second Amended and Restated Interlocal Agreement Relating to VT Mobile Aerospace and Engineering, Inc. at the Pensacola International Airport.

   That the Board consider the Second Amended and Restated Interlocal Agreement Relating to VT Mobile Aerospace and Engineering, Inc. at the Pensacola International Airport as proposed by the City of Pensacola.

13. Items added to the agenda.

14. Announcements.

15. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15559 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 02/07/2019
Issue: Adoption of Proclamations
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation commending and congratulating Neil Camper, a Maintenance Technician in the Maintenance Division of the Facilities Management Department, on his selection as the "Employee of the Month" for February 2019;

B. The Proclamation commending and congratulating Mr. Jack Redifer Brown on his retirement and outstanding record of service to the public and expressing the Board's appreciation to Mr. Brown for his faithful and dedicated service to the citizens of Escambia County;

C. The Proclamation recognizing and congratulating the 2018 Northeast Pensacola Wildcats 9-and-Under team for winning their first World Youth Football Championship; and

D. The Proclamation proclaiming February 21, 2019, as "Military Recognition Day in Escambia County," and joining the Navy League and the citizens of Escambia County in expressing appreciation to these outstanding military men and women, not only for their contributions to our community during their tours of duty here, but also for their service to our great country.

BACKGROUND:

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

plaque that will hang in the lobby of the Ernie Lee Magaha Government Building for that month.

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

Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff.

Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Neil Camper, EOM February 2019
Jack R. Brown Proclamation
Northeast Pensacola Wildcats Proclamation
Military Recognition Day Proclamation

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

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

***WHEREAS**, Neil Camper, a Maintenance Technician in the Maintenance Division of the Facilities Management Department, began his employment with the County on December 15, 2015, and is selected for "Employee of the Month" for February 2019, for the standards of excellence that he has displayed in the performance of his duties; and*

***WHEREAS**, Mr. Camper is a Maintenance Technician assigned to the Leonard Street Complex (LSC). He is responsible for the Sheriff's Administration Building. Mr. Camper conducts a variety of maintenance repairs and performs preventative maintenance duties. Additionally, he stands the rotating LSC Weekend and the After-Hour On-Call Watches. These watches provide all LSC buildings with a 24/7 maintenance response capability. Neil wears his County uniform with pride and displays a friendly and helpful attitude toward other County employees and citizens; and*

***WHEREAS**, if a catastrophic event, such as a hurricane, tornado, terrorist attack, etc., should strike Escambia County, Facilities Management's Damage Assessment Teams evaluate the damage. The purpose of the damage assessment inspection is to determine if a building is safe and can be utilized by the citizens of Escambia County to conduct business with the County. As a member of Damage Assessment Team, Group #9, Mr. Camper is assigned the responsibility to assess any damages to the Sheriff's Fuel Island, the Holding Pond - CBDF, Juvenile Justice Building, LSC Storage, WSRE Microwave Building, Sheriff's Administration Building, Sheriff's Garage, and the Sheriff's Investigative Unit; and*

***WHEREAS**, Neil is a classic vehicle restorer. He takes pride in revitalizing what some people would consider junk and turns it into a representation of old back to new again. He has the patience to work on a vehicle restoration for years and has the vision to complete it. This allows him to participate in charitable fund-raising car shows; and*

***WHEREAS**, Mr. Camper was nominated and selected by his fellow employees as their Facilities Management Employee of the Month for December 2018 for "Outstanding Customer Service." He has earned a reputation for his dedication and determination to meet or exceed his customers' expectations. This acknowledgement by his peers is just one of many demonstrating that Mr. Camper is an invaluable asset to the department and the citizens of Escambia County.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Neil Camper on his selection as the "Employee of the Month" for February 2019.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman, District One

Steven Barry, Vice Chairman
District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: February 7, 2019

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

***WHEREAS**, on June 9, 2014, Jack Redifer Brown began his career as the Escambia County Administrator*; and

***WHEREAS**, upon beginning his employment, Mr. Brown had several major issues to deal with as a result of the historic April 2014 flood event, including working with our neighboring Counties on the relocation of prisoners from the Central Booking and Detention Center explosion and numerous infrastructure issues including the Crescent Lake and Willow Brooke dam projects, along with overseeing the repairs to several County buildings that also received damage; and*

***WHEREAS**, during Mr. Brown's tenure, he worked to secure new sites for both the Escambia County 4-H Facility and the Escambia County Correctional Facility. Mr. Brown also worked with the United States Navy on multiple issues that came up to keep the OLF8 and OLFX land exchange project on track; and*

***WHEREAS**, Mr. Brown worked with both the State of Florida and Navy Federal Credit Union to help resolve traffic issues in the Beulah Community*; and

***WHEREAS**, when the Florida Department of Transportation closed several bridges in the north end of the County, Mr. Brown worked to find a solution that not only replaced the bridges in a timely manner but saved the tax payers money*; and

***WHEREAS**, during Mr. Brown's tenure, he recognized the hard work and dedication of Escambia County employees and made sure that a three percent pay increase was included in the annual operating budgets.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, on behalf of the citizens of Escambia County and his fellow employees, commends and congratulates Mr. Jack Redifer Brown on his retirement and outstanding record of service to the public.*

***BE IT FURTHER PROCLAIMED**, that the Board of County Commissioners expresses its appreciation to Mr. Brown for his faithful and dedicated service to the citizens of Escambia County.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Lumon J. May, Chairman, District Three

Steven Barry, Vice Chairman
District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

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

_____
Deputy Clerk

Adopted: February 7, 2019

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

***WHEREAS**, on November 17, 2018, the Northeast Pensacola Wildcats capped off their 2018 season in style by winning four Division Titles, 7-and-Under, 8-and-Under, 9-and-Under, and 11-and-Under at the Florida Youth Sports Association Championship at Milton High School; and*

***WHEREAS**, the 9-and-Under and 11-and-Under Wildcats qualified by winning the Southern Regionals, where the 9-and-Under Division defeated the Gulf Coast Elite 6-2, while the 11-and-Under Division defeated the Gulfport Warriors 28-0; and*

***WHEREAS**, on December 16, 2018, the Northeast Pensacola Wildcats 9-and-Under Team won their first National Title by defeating the Bonney Lake Washington Raptors, 36-0, without allowing the Raptors to make a first-down the entire game, at Tom Benson Hall of Fame Stadium in Canton, Ohio, to finish their season with a perfect 14-0 record, only allowing their opponents to score 12 points the entire season; and*

***WHEREAS**, also on December 16, 2018, the Northeast Pensacola Wildcats 11-and-Under Team played the Louisville Kentucky Jaguars at Tom Benson Hall of Fame Stadium in Canton, Ohio, for the National Title but had a disappointing 37-8 loss. Overall, the 11-and-Under Team outscored their opponents during the season 395-62 points; and*

***WHEREAS**, all sports teach that hard work and dedication are keys to success. This can be seen first-hand by the dedication and hard work that the coaches, volunteers, and parents give to this incredible program; and*

***WHEREAS**, Pensacola is extremely lucky to have some of the best and brightest talent participating in our local youth sports organizations.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners hereby recognizes and congratulates the 2018 Northeast Pensacola Wildcats 9-and-Under team for winning their first World Youth Football Championship.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman, District Three

Steven Barry, Vice Chairman,
District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: February 7, 2019

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

***WHEREAS**, the men and women of the United States Armed Forces stationed in Northwest Florida participate actively and enthusiastically in the civic, business, public affairs, educational institutions, and recreational opportunities throughout Escambia County; and*

***WHEREAS**, military personnel, their civilian coworkers, and neighbors enjoy a close bond of friendship and spirit of cooperation for the common good of our community; and*

***WHEREAS**, on February 21, 2019, the Pensacola Council of the Navy League will hold its annual "Military Appreciation Day" to recognize military personnel for their contributions to the community.*

***NOW, THEREFORE**, the Board of County Commissioners of Escambia County, Florida, hereby proclaims February 21, 2019, as*

"MILITARY RECOGNITION DAY IN ESCAMBIA COUNTY"

***BE IT FURTHER PROCLAIMED**, that the Board joins the Navy League and the citizens of Escambia County in expressing appreciation to these outstanding military men and women, not only for their contributions to our community during their tours of duty here, but also for their service to our great country.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman, District Three

Steven Barry, Vice Chairman
District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: February 7, 2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15503 **Proclamations 7.**
BCC Regular Meeting
Meeting Date: 02/07/2019
Issue: Retirement Proclamation
From: Jaclyn Gubler, Human Resources Associate II
Organization: Human Resources
CAO Approval:

RECOMMENDATION:
Retirement Proclamation.

Recommendation: That the Board adopt the retirement Proclamation commending and congratulating Valerie C. Jones, Division Manager with the Neighborhood & Human Services Department, on 30 years of dedicated service.

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

retproc 020719

PROCLAMATION

***WHEREAS**, Valerie C. Jones worked as a County employee very faithfully for30 years, retiring as a Division Manager with the Neighborhood & Human Services Department; and*

***WHEREAS**, Valerie C. Jones began her employment with Escambia County on January 9, 1989, she will be deeply missed by her friends, colleagues and supervisor; and*

***WHEREAS**, Valerie C. Jones has provided valuable technical and methodical skills to the Neighborhood & Human Service Department and was extremely instrumental in outfitting the Brownsville Community Center.*

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

***BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Valerie C. Jones for 30 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Lumon J. May, Chairman, District Three

Steven Barry, Vice Chairman, District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

Adopted: February 7, 2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15476 **Public Hearings 9.**
BCC Regular Meeting
Meeting Date: 02/07/2019
Issue: 5:31 p.m. Public Hearing to Consider Amending Chapter 90, Division 4, Section 90-187 Additional Homestead Tax Exemption for Persons 65 and Older
From: KIA JOHNSON, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
5:31 p.m. Public Hearing to Consider Amending Chapter 90, Article IV, Division 4, Section 90-187, of the Escambia County Code of Ordinances, Providing for Additional Homestead Tax Exemption for Persons 65 and older.

Recommendation: That the Board adopt the Ordinance amending Chapter 90, Article IV, Division 4, Section 90-187, of the Escambia County Code of Ordinances, providing additional Homestead Tax Exemption for persons 65 and older.

BACKGROUND:
At the January 10, 2019 meeting, the Board scheduled the Public Hearing to consider amending Chapter 90, Division 4, Additional Homestead Tax Exemption for Senior Citizens.

The amendment would waive the requirement that a property owner file an annual application or statement for the additional homestead exemption for persons 65 and older after an initial application is made and the exemption is granted by the Property Appraiser in accordance with F.S. Section 196.075.

The requested waiver is anticipated to save the Property Appraiser's Office approximately $6,000 per year.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kia Johnson drafted the proposed Ordinance. The Ordinance was advertised in the Pensacola News Journal on January 26, 2019.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

531 PH Proof of Publication

ORDINANCE NUMBER 2019-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING VOLUME I, CHAPTER 90, ARTICLE IV, DIVISION 4, SECTION 90-187 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES AND PROVIDING FOR A WAIVER OF THE REQUIREMENT THAT A PROPERTY OWNER FILE AN ANNUAL APPLICATION OR STATEMENT FOR THE ADDITIONAL HOMESTEAD EXEMPTION FOR PERSONS 65 AND OLDER AFTER AN INITIAL APPLICATION IS MADE AND THE EXEMPTION IS GRANTED BY THE PROPERTY APPRAISER; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 125 Florida Statutes, the County is authorized to establish regulations in the interest of the public health, safety, and general welfare of its citizenry; and

WHEREAS, the duly elected Property Appraiser of Escambia County, Florida, Chris Jones (the "Appraiser"), in accordance with F.S. § 196.011(9), has requested that the Escambia County Board of County Commissioners (the "Board") waive the requirement that a property owner file an annual application or statement for the additional homestead exemption for persons 65 and older after an initial application is made and the exemption is granted by the Appraiser in accordance with F.S. § 196.075; and

WHEREAS, the requested waiver is anticipated to save the Property Appraiser's Office approximately $6,000 per year; and

WHEREAS, the Board and the Appraiser believe that it is in the best interest of the citizens of Escambia County to grant the waiver; and

WHEREAS, the Board further finds that the proposed waiver serves an important public purpose.

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

Section 1. Amendment.

That Volume I, Chapter 90, Article IV, Division 4, Section 90-187 of the Escambia County Code of Ordinances is hereby amended to read as follows (words underlined are additions and words ~~stricken~~ are deletions):

Division 4. Additional Homestead Tax Exemption for Senior Citizens

Sec. 90-187. – Application procedure.

(a) Those persons entitled to the homestead tax exemption in F.S. § 196.031, as amended, may apply for and may receive an additional homestead tax exemption as provided in this division.

(b) A taxpayer claiming the additional homestead tax exemption provided under this division shall ~~annually~~ submit to the property appraiser, no later than March 1, a sworn statement of household income on a form prescribed by the Department of Revenue.

(c) The filing of the statement of the taxpayer shall be supported by copies of any federal income tax returns for the prior year, any wage and earnings statements (W-2 forms), and any other documents it finds necessary, for each member of the household, to be submitted by June 1. The taxpayer's statement shall attest to the accuracy of such copies. The property appraiser may not grant the exemption without the required documentation. Once the initial application is made and the exemption is granted by the property appraiser in accordance with F.S. § 196.075, the taxpayer shall not be required to file additional applications or statements in order to receive the additional homestead tax exemption in future years.

(d) If title is held jointly with right of survivorship, the person residing on the subject property and otherwise qualifying may receive the entire amount of the additional homestead tax exemption.

Section 2. Severability.

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

Section 3. Repeal.

All ordinances or parts of ordinances in conflict with this ordinance are to the extent of such conflict hereby repealed.

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, and that the sections, subsections and other provisions of this ordinance may be renumbered or relettered and

the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Effective Date.

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

DONE AND ENACTED this_____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kim M. Johnson, ACA
Date: 1-16-19

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

PENSACOLA
News Journal
pnj.com

ESCAMBIA CO ATTORNEY/LEGAL ADS
221 PALAFOX PL STE 430

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

NOTICE OF INTENT TO ADOPT

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

01/26/19

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

Sworn to and Subscribed before me this 28th of January 2019, by who is personally known to me

Affiant

Notary

KATHLEEN A GIBSON * NOTARY PUBLIC, STATE OF NEW JERSEY * MY COMMISSION EXPIRES DEC. 18 2019

Publication Cost: $186.82

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on February 7, 2019 at 5:31 p.m. in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING VOLUME I, CHAPTER 90, ARTICLE IV, DIVISION 4, SECTION 90-187 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES AND PROVIDING FOR A WAIVER OF THE REQUIREMENT THAT A PROPERTY OWNER FILE AN ANNUAL APPLICATION OR STATEMENT FOR THE ADDITIONAL HOMESTEAD EXEMPTION FOR PERSONS 65 AND OLDER AFTER AN INITIAL APPLICATION IS MADE AND THE EXEMPTION IS GRANTED BY THE PROPERTY APPRAISER; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

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

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
LEGAL AD 3320998 1/26/2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15558 **Public Hearings 10.**
BCC Regular Meeting
Meeting Date: 02/07/2019
Issue: 5:32 p.m. Public Hearing to Adopt the Hanna's Terrace Subdivision Street Lighting MSBU Ordinance
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Hanna's Terrace Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Hanna's Terrace Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots and the ability of lot owners to use their individual lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected lots. Residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

BACKGROUND:

The owners of the property contained in Hanna's Terrace Subdivision have met the criteria established by the Board of County Commissioners for an MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects. Now the property owners wish to establish the MSBU for the purpose of providing street lighting to the district.

The developer,BRM Residential Homes, Inc and it's principals, own more than 55% of the 12 properties that will make up the lighting district and have submitted a Letter of Request to create the MSBU. This letter is in accordance with the MSBU Guidelines and Procedures.

The Hanna's Terrace lighting district plan proposal:
* 12 assessable lots located in Commission District 1
* 4 street lights initially
* Assessments estimated to be $189 in Year 1 (includes a reserve) and $118 in Year 2.

BUDGETARY IMPACT:

The MSBU will generate revenues for the purpose of providing street lighting, as well as administrative fees and a reserve for contingencies.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Ordinance has been reviewed by the County Attorney's Office and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve and adopt all Ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Hannas Terrace Ordinance

ORDINANCE 2019-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE III, DIVISION 60, SECTIONS 70-500.306 - 70-500.313 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; ESTABLISHING THE HANNA'S TERRACE SUBDIVISION STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida has the authority to establish a Municipal Service Benefit Unit ("MSBU") pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a MSBU, and the proposed Hanna's Terrace Subdivision Street Lighting MSBU has met the criteria established by the Board of County Commissioners for a MSBU; and

WHEREAS, by Resolution **R2018-134**, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

WHEREAS, the owners of the property contained in the Hanna's Terrace Subdivision have met the criteria established by the Board of County Commissioners for a MSBU, and the property owners wish to establish such a MSBU for the purpose of providing adequate street lighting; and

WHEREAS, there are an estimated 12 properties in this proposed district, and a majority of the property owners within the Hanna's Terrace Subdivision submitted a letter to the Board of County Commissioners requesting the creation of a street lighting MSBU; and

WHEREAS, this request meets the 55% requirement specified in the MSBU Guidelines and Procedures adopted by the Board of County Commissioners; and

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in the Hanna'sTerrace Subdivision.

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

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2: Part I, Chapter 70, Article III, Division 60, Sections 70-500.306 through 70-500.313 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 60. – HANNA'S TERRACE SUBDIVISION

Sec. 70-500.306. - AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes, for the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-500.307. - SHORT TITLE. This Ordinance shall be known and referred to as the "*Hanna's Terrace Subdivision Street Lighting Municipal Service Benefit Unit Ordinance.*"

Sec. 70-500.308. - DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

A. *Base Rate* shall mean the rate necessary to fund the costs of the Hanna's Terrace Subdivision Street Lighting District divided by the total Equivalent Residential Units (ERUs) in the District.

B. *Board* shall mean the Board of County Commissioners of Escambia County, Florida.

C. *Costs* shall mean maintenance and administrative costs associated with the acquisition of Improvements to provide street lighting for the District. The Cost for street lighting may include, but is not limited, to any applicable governmental fees, the acquisition of capital improvements, purchase or rental of equipment or facilities, administrative fees and costs, personnel expenses, operating and maintenance expenses for the upcoming Fiscal Year, the Tax Collector's collection charge and an amount set aside as a reserve for contingencies or unexpected increases in utility costs.

D. *County or Escambia County* shall mean all those geographical territories of Escambia County, a political subdivision of the State of Florida, which territories are not now within the corporate limits of any municipality.

E. *District* shall mean that geographical area of the Hanna's Terrace Subdivision Street Lighting MSBU described hereafter.

The Hanna's Terrace Subdivision Street Lighting District shall include the following:

A 12 Lot residential subdivision development in Section 25, Township 2 South Range 31 West, Escambia County, Florida, classified by the Property Appraiser's records in Plat Book 19, Pages 44 & 44a, all properties excluding: Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones and as further described in **Exhibit A,** attached hereto and incorporated herein.

F. *Equivalent Residential Units (ERUs)*: A unit of measure used to apportion the Costs to the Lots based on the size of the Lots in the District.

G. *Fiscal Year* shall mean the period of time between October 1st and September 30th.

H. *Improvements* shall mean all street lighting projects and equipment presently located or to be located within or added to the District in the future including, but not limited to, poles, wires, conduits, lighting and all necessary appurtenances.

I. *Lot* shall mean a developed or proposed single-family residential parcel or a multi-family residential parcel identified with a unique property identification number by the Property Appraiser.

J. *Person* shall mean individuals, children, firms, associations, ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and legal entities or combinations thereof.

K. Words used in the masculine gender include the feminine and neuter; the singular number include the plural and the plural the singular.

Sec. 70-500.309. - DISTRICT CREATED. There is hereby created within Escambia County the *Hanna's Terrace Subdivision Municipal Service Benefit Unit* for the purpose of street lighting within the District.

Sec. 70-500.310. - GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

A. To provide for the collection and disbursement by the County of special assessments collected to pay for maintenance and operational expenses within the District.

B. To provide for or contract for the installation of street lighting and related Improvements within the District.

C. To buy, lease, or rent any and all real or personal property necessary to implement this Ordinance.

D. To fairly and reasonably apportion the Cost of street lighting among all specially benefited Lots.

E. To prepare and adopt an annual budget for the District(s).

F. To make legislative findings related to the special benefits provided to Lots located in the District.

G. To otherwise act or satisfy its duties and responsibilities under this ordinance.

Sec. 70-500.311. - LEGISLATIVE FINDINGS.

A. Lots in the District are specially benefited by the provision of street lighting improvements which will increase the market value of each Lot in the District and enhance safety within the District.

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District. The extent to which Commercial Lots benefit from improved street lighting will vary according to the linear footage along the affected streets because of the large differential in Lot size throughout the District.

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and does not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County.

D. Lots within the District which do not receive a special benefit shall be excluded from the non-ad valorem special assessment for street lighting.

Sec. 70-500.312. - NON-AD VALOREM SPECIAL ASSESSMENT PROCEDURES.

A. The Board shall determine each year the level of service necessary to provide adequate street lighting to Lots located in the District and the cost for providing such service.

B. The Board may by proper resolution establish rules and regulations regarding fiscal management of the District.

C. Each Fiscal Year the Board shall authorize the levy of a non-ad valorem special assessment for street lighting on all Lots located within the District. These non-ad valorem special assessments for street lighting shall be levied following the preparation and adoption of a budget by the Board as provided by law. The budget shall identify the estimated Costs for street lighting for the next Fiscal Year.

D. The amount of non ad-valorem special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot and the budgeted Costs for street lighting. The budgeted Costs for street lighting shall be fairly and reasonably apportioned among the benefited Lots using the following method:

The number of Equivalent Residential Units (ERUs) for a commercial Lot shall be calculated by dividing a commercial Lot's linear footage along the affected street by the average linear footage of the residential Lots directly across the affected street. The assessment for each Lot shall be calculated by multiplying a Lot's ERUs by the Base Rate. All residential properties shall have the equivalent of one (1) ERU.

The Board may make adjustments to the formula each Fiscal Year by resolution as necessary to reasonably and fairly apportion the cost of street lighting among benefited Lots. The Board may make a finding in the resolution to exclude any Lot that no longer receives a special benefit.

E. All special assessments as provided herein shall be assessed and collected by the uniform method adopted by the Escambia County Board of County Commissioners pursuant to Section 197.3632, Florida Statutes, as amended. All special assessments provided herein shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments

against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this ordinance, until said assessments are paid.

F. The Tax Collector of Escambia County shall be entitled to receive a commission for the collection of non-ad valorem special assessments for street lighting as provided in Section 197.3632 (2), Florida Statutes, as amended.

G. A certified copy of this Ordinance shall be indexed and recorded in the public records of Escambia County after filing with the Secretary of State.

Sec. 70-500.313. - APPEAL PROCESS.

A. Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously assessed within thirty (30) days of receiving the non-ad valorem special assessment or any of the notices for payment of the annual installment.

B. The County Administrator or designee shall review the request and determine within a reasonable time based on the circumstances whether an error in assessment of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board for preparation of the non-ad valorem special assessment roll. The County Administrator or designee shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due and owing as a result of the identification error, with notice to the Board of County Commissioners.

C. In the event the County Administrator or designee finds the Lot owner has been correctly assessed, the County Administrator or designee shall notify the Lot owner and advise the owner of his or her right to petition for review of the alleged assessment error by the Board of County Commissioners within thirty (30) days. The Petition for Assessment Review shall state the owner's name, a description of the real property, and the facts underlying the Lot owner's petition. The burden shall be on the Lot owner to demonstrate by competent and substantial evidence to the Board of County Commissioners the Lot has been erroneously assessed on the non-ad valorem special assessment roll.

D. At the next available meeting, the Board of County Commissioners shall either 1) direct the County Administrator or designee to adjust the assessment due and owing; or 2) advise the Lot owner that the Board of county Commissioners finds no error in the assessment of the owner's Lot and the Lot owner may appeal the Board's decision to the circuit court within thirty (30) days.

E. The Board of County Commissioners may at its discretion create an independent board to review any Petition for Assessment Review filed. In addition, the Board is authorized to establish by resolution and collect at the time a petition is filed an administrative fee for processing of the petition. The Board of County Commissioners may also by resolution identify circumstances in which a refund of the administrative fee is available.

Section 3. **SEVERABILITY.** If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

Section 4. **INCLUSION IN THE CODE.** It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Escambia County Code and the word "Ordinance" may be changed to section, article, or other appropriate word or phrase and the sections of this Ordinance may be renumbered to accomplish such intention.

Section 5. **EFFECTIVE DATE.** This Ordinance shall become effective upon receipt of official acknowledgment of the Clerk of the Board of County Commissioners from the Department of State that this Ordinance has been filed with the Department of State.

DONE AND ENACTED this ____ day of _____ 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Lumon J. May, Chairman

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

_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title:
Date: 12/31/18

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

Exhibit A

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

NEW PARCEL CREATED AT THE CLIENT'S REQUEST

DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 87 DEGREES 57 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 25 FOR A DISTANCE OF 990.00 FEET; THENCE GO SOUTH 01 DEGREES 17 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 509.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01 DEGREES 17 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 536.59 FEET TO THE NORTH RIGHT OF WAY LINE OF LILLIAN HIGHWAY (60' R/W); THENCE GO SOUTH 77 DEGREES 21 MINUTES 01 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE OF LILLIAN HIGHWAY FOR A DISTANCE OF 339.96 FEET; THENCE GO NORTH 01 DEGREES 17 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 16.82 FEET; THENCE GO SOUTH 77 DEGREES 21 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 16.49 FEET; THENCE GO NORTH 01 DEGREES 06 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 561.42 FEET; THENCE GO SOUTH 88 DEGREES 42 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 131.06 FEET; THENCE GO NORTH 60 DEGREES 35 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 86.71 FEET; THENCE GO SOUTH 88 DEGREES 42 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 142.10 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 4.44 ACRES MORE OR LESS.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15490 **Public Hearings 11.**
BCC Regular Meeting
Meeting Date: 02/07/2019
Issue: 5:33 p.m. Public Hearing to Consider Amending Chapter 10, Article I, Section 10-25, Dog Parks on Pensacola Beach
From: KIA JOHNSON, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
5:33 p.m. Public Hearing to Consider Amending Volume I, Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances, Relating to the Pensacola Beach Dog Park to Remove the Sunset Provision.

Recommendation: That the Board adopt the Ordinance amending Volume I, Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances, relating to the Pensacola Beach Dog Park to remove the Sunset Provision.

BACKGROUND:
At the January 24, 2019 meeting, the Board scheduled a Public Hearing to consider amending Chapter 10, Article I, Section 10-25 relating to the Pensacola Beach Dog Park. The purpose of the Public Hearing is to consider removing the sunsetting provision from the Ordinance.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
Assistant County Attorney Kia Johnson drafted the proposed Ordinance. The Ordinance was advertised in the Pensacola News Journal on January 19, 2019.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance
Proof of Publication

ORDINANCE NUMBER 2019-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING VOLUME 1, CHAPTER 10, ARTICLE I, SECTION 10-25 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO DOG PARKS ON PENSACOLA BEACH TO REMOVE THE SUNSET PROVISION; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 125, Florida Statutes, the County is authorized to establish regulations in the interest of the public health, safety, and welfare to provide protection for, regulate, and control animals in the County; and

WHEREAS, the Board of County Commissioners finds that the County's ordinances relating to animal control require amendment to promote the health, safety, and welfare of the public by providing protection for, regulation of, and control of animals on public beaches in the County; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendment to remove the sunset provision serves an important public purpose.

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

SECTION 1. Volume 1, Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances is hereby amended to read as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 10-25. – Pensacola Beach dog park.

(1) *Short title.* This section shall be known as the "Pensacola Beach Dog Park Ordinance."

(2) *Legislative intent.* The intent of this section is to establish two parks on Pensacola Beach where dogs are permitted subject to the regulations provided herein that will promote a pet-friendly atmosphere while enhancing the health, safety and welfare of the public by providing protection for, regulation and control of animals on designated public beaches in Escambia County.

(3) *Dog parks, requirements, hours.*

(a) Except as specifically provided herein, it shall be unlawful for the owner of an animal to allow his animal, whether roaming at large or on a leash or otherwise under his control, on public bathing beaches or recreational areas on that portion of Santa Rosa

Island owned by and under the jurisdiction of the county or the Santa Rosa Island Authority.

(b) Dogs shall be permitted on that portion of Pensacola Beach on the Gulf of Mexico adjacent to Parking Lot B ("Park West") extending south from the dune vegetation line to the Gulf of Mexico and 100 yards to the west of the dune walkover and Parking Lot E ("Park East") extending south from the dune vegetation line to the Gulf of Mexico and 250 feet to the east and 250 feet to the west of the dune walkover.

(c) From May 1 through October 31, the hours of operation shall be from 7:00 a.m. until sunset. From November 1 through April 30, the hours of operation shall be from the time of sunrise until sunset.

(d) The Santa Rosa Island Authority shall provide appropriate signage designating the park boundaries and rules of operation.

(e) All dogs shall be prohibited from roaming freely within the boundaries of the park. Each dog must be fastened to a suitable leash of dependable strength not to exceed eight feet in length, and the leash must be held at all times by the person maintaining supervision and control over the dog.

(f) Any person having a dog on the beach during the above enumerated hours must carry with and on such person suitable materials with which to remove from the beach any fecal matter deposited by the dog. Any fecal matter must be removed immediately upon its deposit by the person maintaining supervision and control over the dog.

(g) Each dog must have the proper license tags affixed to its collar or harness at all times.

(h) The executive director of the Santa Rosa Island Authority and the director of public safety for Escambia County shall have the authority to close the parks when deemed necessary to ensure the health, safety and welfare of the general public.

(4) *Enforcement and penalty.* This section may be enforced by the county sheriff and his or her deputies or county animal control officers as provided in this chapter. Violators of this section shall be guilty of a civil infraction and punishable pursuant to section 10-23. Fines assessed pursuant to section 10-23 shall be imposed upon the first violation.

~~(5) *Sunset provision.* This section 10-25 shall stand repealed on July 6, 2019, unless reviewed and saved from repeal through reenactment by the board of county commissioners.~~

SECTION 2. SEVERABILITY AND CONFLICTS.

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance. If this ordinance conflicts with any other ordinance in the Escambia County Code of Ordinances, this ordinance shall apply.

SECTION 3. INCLUSION IN 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 relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 4. EFFECTIVE DATE.

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

DONE AND ENACTED this _____ day of_____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

BY: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kim M. Johnson, ACA
Date: 1-24-19

(Seal)

Enacted:
Filed with Department of State:
Effective Date:

PENSACOLA News Journal pnj.com

ESCAMBIA CO ATTORNEY/LEGAL ADS
221 PALAFOX PL STE 430

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

NOTICE OF INTENT TO ADOPT

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

01/19/19

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

Sworn to and Subscribed before me this 22th of January 2019, by who is personally known to me

Affiant

Notary

KATHLEEN A GIBSON * NOTARY PUBLIC, STATE OF NEW JERSEY * MY COMMISSION EXPIRES DEC. 18 2019

Publication Cost: $168.26

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on **February 7, 2019 at 5:33 p.m.** in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING VOLUME 1, CHAPTER 10, ARTICLE, SECTION 10-25 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO DOG PARKS ON PENSACOLA BEACH TO REMOVE THE SUNSET PROVISION; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Ernie Lee Magaha Government Building, Deputy Clerk's Office, 221 Palafox Place, Suite 110.
Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Angela Crawley, Program Coordinator, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Legal No.3342821, January 19, 2019

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-15589 **Clerk & Comptroller's Report 12. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 02/07/2019
Issue: December 2018 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the December 31, 2018 Investment Report.

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended December 31, 2018, as required by Ordinance Number 95-13; on December 31, 2018, the portfolio market value was $389,874,133 and portfolio earnings totaled $750,670 for the month; the short-term portfolio yield 1.54%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 2.35%; the long-term CORE portfolio achieved a yield of 2.65%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.51%.

Attachments

Dececember 2018 Investment Repoprt

INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2018-2019
December 31, 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 2018-2019
December 31, 2018

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value November 30, 2018	Market Value December 31, 2018
Bank Accounts	$31,405,670	$101,094,818
Money Market Accounts	$15,053,038	$15,067,957
Local Government Investment Pools*	$54,605,497	$54,724,076
Local Government Investment Pools**	$70,848,291	$71,245,837
Certificates of Deposit	$60,518,473	$60,518,473
Money Market Mutual Fund	$389,907	$813,201
U.S. Treasury Bond/Notes	$39,167,571	$39,446,391
Federal Agency Bond/Note	$23,560,334	$23,624,089
Municipal Bonds	$3,899,271	$3,519,564
Corporate Notes	$19,720,890	$19,819,727
Total Portfolio Assets:	**$319,168,943**	**$389,874,133**
Current Month Earnings:	**$533,726**	**$750,670**
Fiscal Year to Date Earnings:	**$964,178**	**$1,714,847**

**FL PRIME, FLCLASS, FL-FIT*
***FL TRUST*

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	November 30, 2018	December 31, 2018
Market Value	**$232,430,970**	**$302,651,161**
Short Term Portfolio Yield:	**1.96%**	**1.54%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	2.23%	2.35%
Fiscal YTD Earnings:	**$742,558**	**$1,378,893**

LONG TERM CORE PORTFOLIO:	November 30, 2018	December 31, 2018
Market Value	**$86,737,974**	**$87,222,972**
CORE Portfolio Yield to Maturity at Market:	**2.85%**	**2.65%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.83%	2.51%
CORE Portfolio Total Return:	**0.34%**	**0.66%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.48%	1.11%
Effective Duration (Years)	**1.65**	**1.58**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.64	2.56
Fiscal YTD Earnings:	**$221,620**	**$335,954**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2018-2019
December 31, 2018

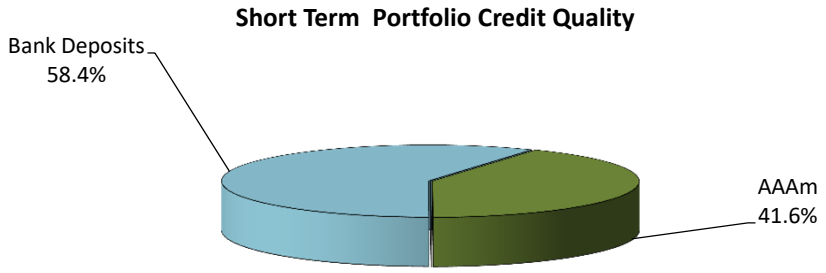
SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 101,094,818	33.4%
Money Market Accounts	15,067,957	5.0%
Certificates of Deposit	60,518,473	20.0%
Local Government Investment Pools*	54,724,076	18.1%
Local Government Investment Pools**	71,245,837	23.5%
Total Short Term Portfolio Assets:	**$ 302,651,161**	100.0%

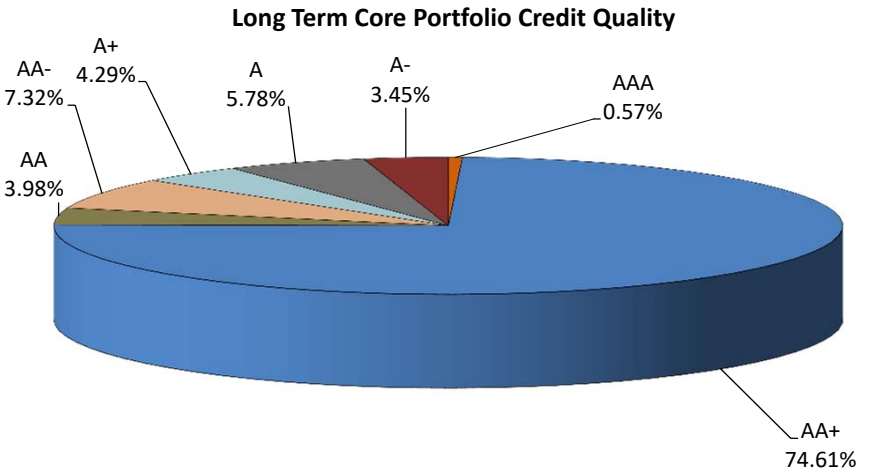
**FL PRIME, FLCLASS, FL-FIT*

***FL TRUST*



LONG TERM INVESTMENT PORTFOLIO:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 39,446,391	45.2%
Federal Agency Bond / Note	23,624,089	27.1%
Municipal Obligations	3,519,564	4.0%
Corporate Note	19,819,727	22.7%
Money Market Mutual Fund - Federated Government	813,201	0.9%
Total Long Term Core Portfolio Assets:	**$ 87,222,972**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2018-2019
December 31, 2018

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
United States Treasury Securities	39,446,391	10.1%	100%	Yes
Federal Instrumentalities	23,624,089	6.1%	50%	Yes
Local Government Investment Pools	125,969,913	32.3%	75%	Yes
Certificates of Deposit	60,518,473	15.5%	50%	Yes
Savings Accounts	15,067,957	3.9%	50%	Yes
Corporate Notes	19,819,727	5.1%	25%	Yes
State and/or Local Government Debt	3,519,564	0.9%	25%	Yes
Bank Accounts - Bank of America	101,094,818	25.93%	100%	Yes
Money Market Mutual Fund	813,201	0.2%	50%	Yes
Total Investment Holdings	**$ 389,874,133**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	995,458	0.3%	5%	Yes
American Honda Finance	413,361	0.1%	5%	Yes
Bank Accounts - Bank of America	101,094,818	25.9%	100%	Yes
BBVA Compass	25,255,617	6.5%	15%	Yes
Centennial Bank	20,022,379	5.1%	15%	Yes
Caterpillar INC	735,394	0.2%	5%	Yes
Cisco Systems Inc.	2,003,450	0.5%	5%	Yes
City of New York	1,690,531	0.4%	5%	Yes
Coca-Cola Company	315,889	0.1%	5%	Yes
Deere & Company	1,155,286	0.3%	5%	Yes
Exxon Mobil Corporate Notes	998,219	0.3%	5%	Yes
Fannie Mae	8,233,284	2.1%	5%	Yes
Federal Home Loan Bank (FHLB)	11,028,418	2.8%	25%	Yes
Fidelity Institutional Government MMF	813,201	0.2%	25%	Yes
FLCLASS	5,174,475	1.3%	25%	Yes
FL-FIT	14,772,406	3.8%	25%	Yes
Florida Prime (SBA)	34,777,195	8.9%	25%	Yes
Florida Local Government Investment Trust	71,245,837	18.3%	25%	Yes
Freddie Mac	4,362,387	1.1%	25%	Yes
Hancock Bank	5,028,633	1.3%	15%	Yes
Home Depot Inc.	463,275	0.1%	5%	Yes
Intel Corporation	977,997	0.3%	5%	Yes
International Business Machines	971,963	0.2%	5%	Yes
JP Morgan Chase Corporate Notes	985,900	0.3%	5%	Yes
Microsoft Corporate Notes	493,942	0.1%	5%	Yes
Mississippi State	753,981	0.2%	5%	Yes
Oracle Corp	978,533	0.3%	5%	Yes
Pepsico, Inc.	1,018,157	0.3%	5%	Yes
Pfizer Inc Corporate Notes	997,382	0.3%	5%	Yes
Proctor & Gamble Co	641,086	0.2%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2018-2019
December 31, 2018

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Servisfirst Bank	25,279,802	6.5%	15%	Yes
State of Connecticut	678,912	0.2%	5%	Yes
State Street Corporation	991,604	0.3%	5%	Yes
The Walt Disney Corporation	489,448	0.1%	5%	Yes
Toyota Motor Corp	2,071,850	0.5%	5%	Yes
United Parcel Service Inc.	487,829	0.1%	5%	Yes
United States Treasury Securities	39,446,391	10.1%	100%	Yes
University of WA Taxable Revenue Bonds	396,140	0.1%	5%	Yes
Visa Inc	633,995	0.2%	5%	Yes
Wells Fargo &Company Corporate Notes	999,710	0.3%	5%	Yes
Total Investment Holdings	**$ 389,874,133**	**100.0%**		

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

AI-15522 **Clerk & Comptroller's Report 12. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 02/07/2019
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 January 17, 2019;

B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held January 24, 2019; and

C. Approve the Minutes of the Regular Board Meeting held January 24, 2019.

Attachments

20190117 CW Report
20190124 Gary Sansing Public Forum

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

JANUARY 17, 2019

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Robert D. Bender, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Douglas B. Underhill, District 2
Amy Lovoy, Acting County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Administrative Assistant, County Administrator's Office
Heather Mahoney, Official Records Manager, Clerk and Comptroller's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Report prepared by: DeLana Allen-Busbee

AGENDA ITEMS

1. Call to Order

   Chairman May called the Committee of the Whole (C/W) Workshop to order at 9:03 a.m.

2. Was the Meeting Properly Advertised?

   The C/W was advised by DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office, that the meeting was advertised in the *Pensacola News Journal* on January 12, 2019, in the Board's Weekly Meeting Schedule.

AGENDA ITEMS – Continued

3. OLF8 Land Offers

A. Board Discussion – The C/W discussed two offers to purchase land in OLF8, and the C/W:

(1) Was advised by Acting County Administrator Amy Lovoy that:

(a) The first offer is from Navy Federal Credit Union (NFCU) for $4.2 million for 100 acres that adjoins their current campus and includes frontage;

(b) Knowing that the frontage on Nine Mile Road would be an issue, the County asked if NFCU would pay $4.2 million just for the front portion and not include the wetlands portion on the back and NFCU stated that they would be willing to pay $4,116,000 for this portion; and

(c) The second offer is for $18 million for the remaining portions of OLF8 from Hemmer Consulting, LLC, and 68 Ventures, LLC;

(2) Was advised by Scott Luth, FloridaWest, of the history on the property and project, that OLF8 is the largest remaining tract for potential development that is close to the interstate, it is important to continue to support and grow existing industry, he approves of the preservation of the wetlands, and that he recommends continuing to go through the process with the Request for Proposals (RFP) before making the big decisions on developing or selling the property;

(3) Was advised by Commissioner Bergosh that he supports the NFCU offer partly because of the creation of 300 new jobs, he would like to know the amount of remaining land needed to create an additional 700 jobs to be able to compete for Triumph funding, and that his preference is to stick to the original plan for the RFP;

(4) Was advised by Chips Kirschenfeld, Natural Resources Management Director, that now that the deed transfer for OLF8 has occurred, the Triumph application will be updated and brought back to the Board, and he will need guidance from the Board on the acreage to set aside for selling frontage, if that is the Board's will;

(5) Was advised by Commissioner May that for his support, the creation of jobs is the most important factor, but that he would also be open to a return on the County's investment;

(Continued on Page 3)

AGENDA ITEMS – Continued

3. Continued…

A. Continued…

(6) Was advised by Commissioner Underhill that he disagrees with government competing with the private sector for job creation, that the government's job is infrastructure and public safety, and he would like to see public interest controls put in place and to re-capitalize public money;

(7) Was advised by Theresa Blackwell, Beulah Coalition, that OLF8 should serve the people of Beulah and be the center of the community, she believes that the site could support both job creation and residential development, and she supports the master plan going forward;

(8) Was advised by Will Stokes, attorney for Hemmer Consulting, LLC, that his client proposes to develop the remaining 530 acres of OLF8 in a manner that the public wants, shares master plan goals as development goals, cautioned that a delay in the project could cause the property to remain unused and undeveloped until the next favorable economic cycle, and advised that his client does not intend to stack thousands of high-density residential units on the property, but rather develop a mixed-use project;

(9) Was advised by Commissioner Barry that he is prepared to respond to the offer from NFCU because of the economic development aspect, which allows them to bypass standard procurement processes; he is interested in another option discussed with NFCU, which did not include the frontage and was not brought to the C/W; he is more concerned with maintaining flexibility with the remaining parcels on the property than the initial purchase price; he would like to see an appraisal done that does not include the 300 feet of frontage; and that the offers received show that there will be considerable positive equity produced from this project;

(10) In response to inquiry from Commissioner Underhill, was advised by Fred Hemmer, Hemmer Consulting, LLC, that including non-profitable public use equities in the development would not deter his company, and that the basic first draft design does include areas with public amenities and services;

(11) Was advised by Bill Pearson, NFCU, that the average annual salary for NFCU employees is $55,000 and that NFCU would want to be consistent in the spirit of the agreement whether the frontage was included or not as there is a need to create jobs, but he was unable to speak to specific details at this time;

(Continued on Page 4)

AGENDA ITEMS – Continued

3. Continued…

   A. Continued…

      (12) Was advised by Kim Aderholdt, NFCU, that originally there were two sketches produced, one which included the frontage and one without, and since that time, the official offer put forward was only for the option which included the frontage due to the desire for a location for stormwater retention, and NFCU offered full commercial appraised value;

      (13) Was advised by Commissioner Barry that he would like to see both options come before the Board for a vote and that the only thing he values more than job creation is to ensure a recovery of public money;

      (14) Was advised by Commissioner Bergosh that he is interested in a way to preserve the frontage and being able to remain in the running for Triumph funding;

      (15) Was advised by Commissioner Bender that he supports creating jobs for Escambia County, that he does not want to be short-sighted and not plan for the future, and that he looks forward to what the Master Plan brings; and

      (16) Was advised by Commissioner May that he does not want to vote without the completion of the County's appraisals and that he believes in the procurement process; and

   B. Board Direction – None.

4. Lease Fees/Property Taxes on Pensacola Beach

   A. Board Discussion – The C/W briefly discussed lease fees on Pensacola Beach, was advised by Commissioner Bender that he is working with the Santa Rosa Island Authority to come up with something equitable to bring back at a future meeting, and asked County Attorney Rogers to place an item on the next meeting agenda to address this issue and the idea of either a moratorium on lease renewals or bringing lease renewals to the Board for approval; and

   B. Board Direction – None.

5. Escambia County Housing Finance Authority (Multi-Family and Single-Family Revenue Bonds)

   A. Board Discussion – The C/W viewed and discussed a PowerPoint presentation, which was also provided in hard copy, entitled *Escambia County Housing Finance Authority*, presented by Patricia Lott, Executive Director and General Counsel, Escambia County Housing Finance Authority (ECHFA), which outlined the Organization's history, mission, and objectives, and the C/W:

      (1) Was informed by Ms. Lott that:

         (a) The ECHFA has a single-family first-time homebuyer program, referred to as The Big Splash, which offers down payment assistance, grants for household incomes at different levels below the Area Median Income, and a mortgage credit certificate program;

         (b) Since its inception, ECHFA has provided 456 loans in Escambia County; in fiscal year 17-18, 69 loans were provided; The Big Splash includes 18 additional counties to generate critical volume and revenue used to support the program; and loans to Escambia County have constituted about 38% of the program;

         (c) The second program operated by ECHFA is Urban Infill and $3,000,000 has been allocated in its 18-19 budget to fund a revolving fund to provide loans of up to $100,000 at 0% interest to builders selected through a competitive process to build scattered site single-family homes to be sold to persons of low and moderate income at affordable prices;

         (d) To date, 26 homes have sold for a total sales price of $4,186,150 and another 14 are underway, for a total loan amount to date of $3,591,425; District 1 has one home, District 2 has 10 homes, District 3 has 20 homes, District 4 has one home, and District 5 has eight homes;

         (e) Interagency cooperation is also a model ECHFA follows, and it has partnered with Pensacola State College to build a minihome using a plan developed by the University of South Florida School of Architecture and Design, with the City of Pensacola through an Interlocal Agreement to build a home in District 3, and with the Town of Century to assist with disaster relief to build homes destroyed by a tornado in District 5;

(Continued on Page 6)

AGENDA ITEMS – Continued

5. Continued…

A. Continued…

(1) Continued…

(f) ECFHA also worked with Catholic Charities to provide $37,000 to reimburse housing expenses for displaced residents of the Johnson Lakes Senior Living Apartments after a fire;

(g) In Escambia County, assuming 30% of household income is allocated to housing, a full-time minimum wage worker would need to work 1.9 full-time jobs to afford a two-bedroom rental home at the Escambia Housing and Urban Development Fair Market Rent, or 2.1 full-time jobs to afford a two-bedroom rental home at the Escambia Median Gross Rent;

(h) Subsidy is critical to successful financing in current markets and there are several multi-family residential rental housing projects completed and in progress approved by the County; and

(i) Staff from the County are engaged in discussions to develop opportunities to encourage funding and/or tax credits from Florida Housing Finance Corporation for multi-family residential rental projects that have been vetted and approved by the County and to encourage the development of affordable single-family housing through the Authority's Urban Infill Program in priority areas designated by the County; and

(2) Was advised by Ms. Lott and Randy Wilkerson, Housing Director, ECHFA, in response to Commissioner Barry's inquiry, that all units at Johnson Lakes are able to be occupied and that monitoring is conducted by ECHFA, Florida Housing Finance Cooperation also does annual monitoring, and ECHFA follows up on complaints they receive; and

B. Board Direction – None.

AGENDA ITEMS – Continued

6. New Escambia County Correctional Facility Progress Report

   A. Board Discussion – The C/W viewed and discussed a PowerPoint presentation, which was also provided in hard copy, entitled *New Escambia County Correctional Facility Progress Update*, as well as a video update, presented by Steve Jernigan, Bay Design, and Bob Dye, Risk Manager and Interim Facilities Director, and the C/W:

      (1) Was advised by Mr. Jernigan that the new replacement parking lot at the Department of Juvenile Justice is completed, the old parking lot is being demolished in preparation for storm water pond construction and connection, and the access plan has been submitted to the Florida Department of Transportation;

      (2) Was advised by Commissioner Barry that there are dilapidated vehicles on a shell lot by the facility and he would like to see those moved; and

      (3) Was advised by Mr. Jernigan that the pre-cast wall panels and structural steel are going up, the concrete deck is going to be poured on the second level soon, stairways are going in, and the project is still on track for substantial completion by May of 2020; and

   B. Board Direction – None.

7. Design Standards Manual/Land Development Code Modifications

   Chairman May advised that this item was dropped from the agenda.

8. Advanced Traffic Management System (ATMS)/Intelligent Transportation System (ITS) Signalization Upgrades – LOST IV

   A. Board Discussion – The C/W viewed and discussed a PowerPoint presentation, which was also provided in hard copy, entitled *ITS/ATMS Signalization Upgrades*, presented by Colby Brown, Public Works Deputy Director and Assistant County Engineer, and David Forte, Traffic and Transportation Manager, and the C/W:

      (1) Was advised by Mr. Forte of common acronyms, their meanings, and responsibilities of the County in relation to the traffic signals and systems;

(Continued on Page 8)

AGENDA ITEMS – Continued

8. Continued…

A. Continued…

(2) Was advised by Mr. Brown that:

(a) On May 25, 2017, the Board reallocated $1 million from the ITS Fund to Perdido Key Beach Access for land purchase, which was rescheduled for payback in fiscal year (FY) 2024;

(b) With the $1 million payback this FY from District 2 and a $226 thousand reimbursement from the Florida Department of Transportation (FDOT), it will allow the acquisition and installation of ATMS upgrades at the various locations provided in the list in the backup and coordination with the Information Technology Department for the Traffic Signals Operations Center (TSOC) upgrades; and

(c) The equipment targeted for technology upgrades includes 31 traffic signals, 26 school beacons, and additional hardware and software that would be needed in the TSOC to accommodate the increased capacity;

(3) Was advised by Commissioner Barry that he is very supportive of this program and would like to know how quickly staff can implement the project;

(4) Was advised by Mr. Forte that staff would begin working on the project and attempt to complete the upgrades during the current calendar year, if possible;

(5) Was advised by Commissioner Bender that he would appreciate any help at the intersection of 9th Avenue and Tippin and the Davis Highway Corridor;

(6) Was advised by Mr. Brown that the ITS working group meets monthly with stakeholders and FDOT and that it was unanimously approved that Davis Highway would be the next corridor the committee would focus on;

(7) Was advised by Commissioner Bergosh that he fully supports the project and list of improvements; and

(Continued on Page 9)

AGENDA ITEMS – Continued

8. Continued…

   A. Continued…

      (8) Was advised by Commissioner Underhill that public beach access on Perdido Key is important, but is not the highest priority for his Local Options Sales Tax (LOST) money, as it is primarily for public safety and infrastructure, and he will not be using his discretionary LOST dollars for beach access while he has public safety and infrastructure problems that need to be addressed; and

   B. Board Direction – The C/W recommends that the Board approve the list of improvements and the funding sources, in relation to the Advanced Traffic Management System/Intelligent Transportation System Signalization Upgrades.

      Recommended 5-0

9. Employee Engagement Survey/Performance Audit

   A. Board Discussion – The C/W discussed the Scope of Services/Work for an Employee Engagement Survey and Performance Audit, and the C/W:

      (1) Was advised by Ms. Lovoy that the survey and audit would be put out for bid once the Board approves the scopes of work;

      (2) Heard an inquiry from Commissioner Barry concerning whether the previous employee survey completed last year was analyzed or incorporated in any way and was advised by Eric Kleinert, Human Resources Director, that taking the previous survey into consideration is included in the scope of work for the new survey;

      (3) Was advised by Ms. Lovoy that, for her own edification, she assigned the task of compiling the data from the previous survey to a summer intern, and was able to get some ranges, minimums, and maximums from the survey and group together common themes from the comment section of the survey, and that with the new survey, staff hopes to create a repeatable survey that also reduces down to department level;

(Continued on Page 10)

AGENDA ITEMS – Continued

9. Continued…

A. Continued…

(4) Was advised by Commissioner Barry that he would like to see Ms. Lovoy's analysis distributed, he wants employees to feel like their concerns are heard and build good faith in the survey process, and he would like to see common themes addressed and changes recommended in the survey implemented where the County is able to with minimal effort;

(5) Was advised by Mr. Kleinert that the value in having a consultant to help create the survey is that they would have validated questions that can be used as a benchmark to compare this organization with others;

(6) Was advised by Commissioner May that he would support making small changes that can impact the quality of life for employees based on the survey responses and use it to get a baseline on where the County stands;

(7) Was advised by Commissioner Bender that his understanding was that the new survey would aid in the search for the new County Administrator and to find someone to address deficiencies identified in the survey;

(8) Was advised by Ms. Lovoy that some common themes in the survey responses include the need for raises, lack of diversity, issues with favoritism, and lack of opportunities for advancement;

(9) Was advised by Commissioner Underhill that, in his opinion, government employees should take into account job security and benefits when evaluating their job satisfaction and he supports having the same set of rules for everyone;

(10) Was advised by Commissioner May that the Board sets the policy and goals and objectives should be put in place to change the culture;

(11) Was advised by Commissioner Barry that he would like to see a client customer service tool standardized across departments and the assessment and selection of the consultant done by the Board, not staff;

(12) Based on the Board's feedback, was advised by Ms. Lovoy that she will reduce the selection criteria for cost and bring back the scopes to the next C/W Workshop for further discussion with recommended changes; and

B. Board Direction – None.

AGENDA ITEMS – Continued

10. Public Forums/Agenda Reviews

A. Board Discussion – The C/W discussed alterations to public forums, and the C/W:

(1) Was advised by Commissioner May that he is trying to ensure efficiency in public meetings by limiting times, and that he would like for the Board to hold themselves accountable for time as well, but that he is open to discussing options;

(2) Was advised by Commissioner Bergosh that his idea is to allow other citizens to donate time of one minute each, up to a total of five minutes, for eight minutes in all;

(3) Was advised by Commissioner May that he liked the idea of a compromise of seven minutes total and Commissioner Bergosh agreed;

(4) Was advised by Commissioner Underhill that he is impressed with the decisions made when Commissioner May took the chairmanship;

(5) Was advised by Commissioner Barry that he agrees with the compromise of seven minutes, that he would like to see public forum made accessible to those that are unable to attend for various reasons, and is interested in discussing a policy that incorporates emails and handwritten comments in the written communication portion of Board meetings;

(6) Was advised by County Attorney Rogers that staff will work as hard as possible to come up with a solution to accommodate alternate forms of attendance to the meetings; and

(7) Discussed making public forums and meetings accessible to citizens who are unable to attend in person and various ideas for implementation; and

B. Board Direction – None.

Speaker(s):

Barbara Mayall

11. Adjourn

Chairman May declared the C/W Workshop adjourned at 12:20 p.m.

REPORT OF THE GARY SANSING PUBLIC FORUM OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

JANUARY 24, 2019

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Robert D. Bender, District 4
Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Douglas B. Underhill, District 2
Amy Lovoy, Acting County Administrator
Alison Rogers, County Attorney
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Sharon Harrell, Finance Director, Clerk and Comptroller's Office
Shamara Jernigan, Administrative Assistant, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor, 221 Palafox Place, Pensacola, Florida

Report prepared by: Lizabeth Carew

AGENDA ITEMS

1. Call to Order

   Chairman May called the Gary Sansing Public Forum to Order at 8:32 a.m.

2. Speakers

   The Board heard comments from the following individuals:

Steve Livings	Margie Purkerson	Nick Gradia
Dzung Nguyen	Nancy Hagman	Lilly Eubanks
Dianne Krumel	James Scaminaci	Kevin Wade
Keith Hardy	Randy Cudd	Cris Dosev
Lorrie Newman	Gloria Horning	LaFanette Soles-Woods
Gail Strickland	Melissa Pino	Brian Wyer

   For Information: The Board heard public forum comments from Margaret Hostetter during the Regular Board Meeting at 9:56 a.m.

3. Adjournment

   Chairman May declared the Gary Sansing Public Forum adjourned at 9:30 a.m.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15570 **Growth Management Report 12. 1.**
BCC Regular Meeting
Meeting Date: 02/07/2019
Issue: Review of Rezoning Cases Heard by the Planning Board on January 8, 2019
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on January 8, 2019

That the Board take the following action concerning the rezoning cases heard by the Planning Board on January 8, 2019:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2018-17 an Z-2019-01 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-2018-17**
Address:	8891 Burning Tree Road
Property Reference No.:	06-1S-30-1000-000-024 (sections of)
Property Size:	3.52 and 7.56 (+/-) acres
	Northern Portion:
From:	Rec, Recreation district (du density limited to vested development)
To:	MDR, Medium Density Residential district (10 du/acre)
	Southern Portion:
From:	Rec, Recreation district (du density limited to vested development)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	5

Requested by:	Wiley C. "Buddy" Page, agent for RNL Investment Group, LLC, Owner
Planning Board Recommendation:	Approval
Speakers:	Buddy Page, Vivian Buck, Gladys Goss, Martina Mason, Ralph Mason, Kyle Patterson, Jason Widman, Michael Bearden, Ann Mitchell, Tom Heffernan, John Lopez, Patti Hall, Carol Widman, Gregg Wright, Larry Downs, Jr.

2. Case No.: **Z-2019-01**

Address:	149 Highway 97 S
Property Reference:	09-1N-31-1000-030-005 (portion of)
Property Size:	1.66 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	N/A
Overlay District:	Detailed Specific Area Plan (DSAP) Muscogee
Commissioner District:	5
Requested by:	Terramore Development, LLC, Agent for Steven and Carrin Buttrick, Owners
Planning Board Recommendation:	Approval
Speakers:	Jay Fraiser, Cole Bracey, Josh Womack, Larry Downs, Jr., Michael Bearden

BACKGROUND:

The above cases were owner initiated and heard at the January 8, 2019, Planning Board meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, “the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2018-17

Z-2019-01

Z-2018-17

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2018-17
Applicant: Wiley C. "Buddy" Page, Agent for RNL Investment Group, LLC, Owner

Address: 8891 Burning Tree Road

Property Size: 3.52 (+/-) acres and 7.56 acres

Northern Portion:
From: Rec, Recreation district (du density limited to vested development)

To: MDR, Medium Density residential (10 du/acre)
Southern Portion:
From: Rec, Recreation district (du density limited to vested development)
To: Com, Commercial district (25 du/acre)

A continuation of a quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 8th day of January 2019, 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:
TIM PYLE, Acting Chair — REID RUSHING
District 2 — At Large

WILLIAM CLAY — ERIC FEARS
District 3 — District 4

JAY INGWELL — ALAN GRAY
District 1 — At-Large

PATTY HIGHTOWER
School Board

PLANNING BOARD STAFF PRESENT:
MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, Director
KAYLA MEADOR
JUAN LEMOS
ALLYSON CAIN LINDSAY
ANDREW HOLMER

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P R O C E E D I N G S

THE ACTING CHAIRMAN: Do we have any experts who wish to be qualified?

(No response.)

THE ACTING CHAIRMAN: If not, we're going to move on to today's agenda.

Does anybody have any questions regarding Mr. Page's expert testimony?

(No response.)

MS. CRAWFORD: Meredith Crawford for the attorney's office.

Mr. Page has been previously qualified on multiple occasions as an expert for this board. At the time of his presentation, it may be prudent just to ask if anyone objects, and then have him accepted as an expert unless there's an objection.

And then you go through the qualified questions. Does anybody have any questions regarding his expert qualifications? If not, we'll move on.

(The Planning Board staff was sworn.)

THE ACTING CHAIRMAN: Today there being two cases, our first one we may have visited

before.
And, Meredith, I don't know if you want to speak to that. This is the Case Z-2018-17.
MS. CRAWFORD: Yes. The one regarding -- I believe it's Burning Tree Road, the golf course case.
THE ACTING CHAIRMAN: Yes.
MS. CRAWFORD: This has previously been heard by the board.
It was before the Board of County Commissioners. There was an issue with staff providing notice, their computer system. I'm not exactly sure what happened there, but the Board of County Commissioners remanded it to this board, specifically directing staff to issue notice to all citizens within, I believe, 1,000-feet radius of the property -- I'm sorry -- 2500-foot radius of the property and remanded it for this board to allow those citizens who did not previously speak the opportunity to be heard.
The prior record is still in place. All previous testimony, argument of staff, argument of the applicant or agents. All of that remains in the record.

So at this point, it's for you to allow individuals who did not previously speak to be heard and cross-examined, if necessary.
What I would suggest is that perhaps Mr. Jones or staff briefly summarize, just as a quick reminder, what happened last time.
Applicant can have the same opportunity to give a quick synopsis, but the basis for the remand was the additional notification and to allow speakers the opportunity.
Now, should they say something that the applicant or staff wishes to address, obviously that's appropriate, should the additional witnesses say that.
THE ACTING CHAIRMAN: Okay. So I'm going to assume we should probably go down the row again. Make sure that there's no ex parte communication, in an abundance of caution.
MS. CRAWFORD: Yes. This is still quasi-judicial, so I would recommend you do go through those steps.
THE ACTING CHAIRMAN: That would be step one.
Step two is, it's my hope we don't have to go through 48 speakers again to say similar

things, and/or.
But, again, if there's somebody here who's been notified that wishes to speak and was not able to the last time or did not get notification, they are more than welcome to.
MS. CRAWFORD: Correct. Anyone who previously spoke on the matter, their testimony is already on record in the same way that, you know, no one gets two or three times in one meeting to come up and give testimony. That testimony has already been accepted. If you wish to formally, you know, vote to make that clear, that's fine.
However, it's in the backup and, you know, the way that a quasi-judicial process works, the nature of the remand, all of that, the record still stands.
THE ACTING CHAIRMAN: Okay. I hope not to have to replow the same ground.
MS. CRAWFORD: No. That would be inappropriate.
THE ACTING CHAIRMAN: This first rezoning application for consideration is Z-2018-17.
And it's requesting this 8891 Burning Tree Road from recreation, recreation district to

MDR, medium-density residential. And we also have on the other -- on the northern portion. On the southern portion from the recreation district to commercial district.
I'll start out to my left and ask two things from each board member, if, A, you have had any ex parte communication prior to this meeting with any member of the public; and, b, have you visited the site.
MS. HIGHTOWER: No to all.
MR. GRAY: I have not had any communications, but I have visited the site numerous times, the golf course and country club, the neighborhood, as a prospective home buyer, so I'm familiar with the area in that sense.
THE ACTING CHAIRMAN: No ex parte communications, and I have been at the physical location.
MR. FEARS: No.
MR. INGWELL: No to all.
MR. CLAY: No to all.
MR. RUSHING: No to all.
THE ACTING CHAIRMAN: Very good. All right.

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Staff, was notice of the hearing sent to all interested parties?
MS. MEADOR: Yes, sir.
THE ACTING CHAIRMAN: Okay. Very good.
Was notice of the hearing posted on the subject property?
MS. MEADOR: Yes, sir.
THE ACTING CHAIRMAN: All right. Staff will now present their condensed version of this case.
MR. JONES: Yes, sir.
Happy New Year to each of you that's in the room.
Again, this case was heard by the Planning Board previously. I was not present, but I was present at the BCC meeting.
Just very, very briefly to summarize, staff is still in the position that the northern portion, staff is in agreement that that portion is consistent with the Land Development Code as approved.
However, the southern portion -- the southern portion of the property, staff -- again, the record is clear that staff still finds that this southern portion is not

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consistent. That portion is going from recreation to commercial.
There's a provision inside the Land Development Code explicitly that states that -- that was mentioned in the record previously, and it's definitely the same as today.
So staff is of the contention that the southern portion -- the southern portion that is requesting to go from recreational to commercial, that is not consistent with the regulations and the provisions of the Escambia County Land Development Code.
THE ACTING CHAIRMAN: But to be fair, that was staff's presentation.
And after 48 speakers, I believe, and after hearing the arguments, it was this board's recommendation to approve it; is that correct?
MR. JONES: That is -- If that's the record, the record still stands, yes, sir.
THE ACTING CHAIRMAN: Okay. I just wanted to be fair.
MR. JONES: Absolutely.
THE ACTING CHAIRMAN: And giving us context for how that meeting went. That is what occurred.

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And the reason we're here is, if there was an issue in notification.
Again, I don't think we have to hear 48. I believe out of those 48, 45 people were for it. And I understand that there were a few that were opposed.
But, again, hearing those same arguments again I don't think is a great use of time, but we have to give the opportunity to anybody who chooses to speak.
So I would say that would be our staff's presentation, or do you feel the need to go through the entire . . .
MS. CRAWFORD: Again, the prior argument, statements, presentation, facts, testimony, all of that remains in the record, so --
THE ACTING CHAIRMAN: Okay.
MS. CRAWFORD: -- legally they do not need to go through it again.
Everyone's testimony -- The 48 speakers who spoke last time, their testimony is already of record.
THE ACTING CHAIRMAN: Okay.
MS. CRAWFORD: So this was remanded for additional speakers, that they were not

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previously provided the opportunity.
THE ACTING CHAIRMAN: So, again, help me navigate this.
Do I have to ask Mr. Page to come up and give his presentation?
MS. CRAWFORD: I'm sure the applicant would like to give a summary. I think that would probably be appropriate.
THE ACTING CHAIRMAN: All right.
MS. CRAWFORD: I don't believe it's necessary to go through a full presentation.
Now, it is before the board for consideration again. So just because, you know, last time you made one vote doesn't mean that you can't consider what's presented today.
THE ACTING CHAIRMAN: No. I understand.
I just want to be fair. When the staff gives their . . . the brief synopsis, in my opinion, of what occurred last time, I'm not asking for just their opinion.
I'm kind of trying to explain to folks here what occurred at that meeting, where at that time we approved it, and what we did and moved forward.
Now, the reason it's back is because of a

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clerical or a notification error. And, therefore, and in all fairness, we need to give anybody who was not given the ability or not notified properly the opportunity to speak, which we are going to do.

I see people are worried that I'm going to cut it off. I'm not going to. But, again, I don't want to go through three hours of 48 people saying we're for it, or 45 out of 48, saying we're for it.

So Mr. Page, if you'll come up and go ahead and make your presentation.

MR. FEARS: Mr. Chair.

THE ACTING CHAIRMAN: Yes, sir.

MR. FEARS: Before Mr. Page begins, in the interest of reading this out -- we may save some time -- the stack we have may include names that are already on record from the previous case.

Should we be going through that to parse those, or are we going to grant six minutes to certain individuals rather than three?

THE ACTING CHAIRMAN: Good question. Meredith.

MS. CRAWFORD: Yes. Anyone who previously testified, their testimony has been accepted.

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Their testimony has been heard. Their testimony is in evidence.

If you want to consider this almost a continuation of last time, as far as for purposes of the evidence that's in the record, anyone who spoke or testified already, they have already testified, so there would be no reason for them to appear and either, you know, restate what they said last time, or, you know -- I don't know -- have some additional information. They've already testified.

Today is specifically for any individual who was not given notice at the last meeting to have the opportunity to present their position.

And, again, as in any quasi-judicial hearing, the parties or the interested parties have the ability to cross-examine those individuals, should they wish to do so.

MR. FEARS: So do we purge those sheets or do we trust in good faith when the name is called that they are on record already, and they removed themselves?

MS. CRAWFORD: I would ask simply that everyone in the audience be aware that the sole purpose for this meeting is that anyone who did

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not previously receive notice and they were not able to speak, this is their opportunity to be heard and have their position considered, along with all prior testimony.

So it is inappropriate for someone who previously testified, other than perhaps the applicant and staff in response to the additional information, to speak. They've already spoken. That testimony has already been heard.

And, again, I'll remind you that you are to consider the full case. So everything you heard before, the transcript of which, all the documentation is in your backup. So that's part of this. And they would not be given a second opportunity.

If you want to go through and check the names, it's absolutely within your power and discretion. However, I think it's fine. You can just direct members of the public that if they've already spoken, it would be inappropriate for them to approach the podium.

So if their name is called, they should just let you know, hey, they've already testified.

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MS. HIGHTOWER: Chair, could I ask a question that might complicate things?

Were all of our members, voting members, here at the last . . .

MS. CRAWFORD: I do not know who was present.

MS. HIGHTOWER: For this particular . . .

MS. CRAWFORD: I do not know.

THE ACTING CHAIRMAN: I believe Mr. Gray was not.

MR. GRAY: I was not. Yep.

MS. HIGHTOWER: I did not know if it might complicate things. And there are a couple people here that were not here.

MS. CRAWFORD: I don't know -- I don't believe it complicates things. I think --

THE ACTING CHAIRMAN: No.

MS. CRAWFORD: -- that everyone's been provided --

THE ACTING CHAIRMAN: It was part of the package --

MR. GRAY: We have also --

THE ACTING CHAIRMAN: -- that we have --

MR. GRAY: We have also reviewed these records. And these have been -- these

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testimonies have been reviewed by everyone that's on this board that's here today.

THE ACTING CHAIRMAN: Okay. So at the hope and desire of not rehashing everything, I'm rehashing everything.

So, Mr. Page, if you'll come up. What I'll do, I can tell that there's a couple people that wish to speak again.

If they wish to speak again, so they want to rehash why they were speaking again and perhaps may have persuasive argument over the board members, you're more than welcome to do so.

I would kindly ask those who are in favor to not repeat the same thing 48 times for three hours. It's just my opinion. You certainly have the right to do so.

But if you were not here and wish to go on record because you -- remind -- let me remind you: If you did not fill one of these out and you do not speak, you do not have the opportunity to do so at the Board of County Commissioner meeting. So it is very important.

Don't misunderstand my desire to rush this. I just painfully recall, going through

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this again, not knowing if the massive amount of crowd was here to, you know, run us out of the building or -- and it turns out that they were all seemingly in favor of this, other than a few opposed.

But, Mr. Page, if you'll go ahead. And if you want to . . . Do we have to rehash his ability to be an expert?

MS. CRAWFORD: No. Well, I --

THE ACTING CHAIRMAN: He's been approved prior. I know that.

MS. CRAWFORD: Correct. And my understanding is that the board is just having him summarize briefly for the sake of the audience and the board. However, Mr. Page has previously been qualified as an expert, and so, you know --

THE ACTING CHAIRMAN: Anybody have any objections to them --

MR. GRAY: I would just add, too, that the testimonies and everything that did take place the last time has also been made available to the public, equally as much as available to this board, so everyone does have access to what we're about to go through, the abridged Cliff

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Notes version of presentations.

MS. CRAWFORD: And to Mr. Gray's point, at the last hearing, he would have been qualified. This is a continuation. Actually, I don't think you need to requalify him. He remains qualified from the last hearing.

THE ACTING CHAIRMAN: Mr. Page, please proceed.

WILEY C. "BUDDY" PAGE, having been previously duly sworn, was examined and testified further as follows:

MR. PAGE: Thank you, Mr. Chairman.

We discussed prior to the meeting this morning about what actually took place at the County Commission meeting.

In terms of the charge to this board, it was very clear from Mr. Berry that he remanded it for the sole purpose of hearing from those individuals who did not get a proper notification the opportunity to come forward and speak.

While we have a number of folks here from the Scenic Hills Country Club that would love to

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speak, we would honor that just for the brief presentation this morning and moving on through it. We have a list of all of the folks that did speak. I have 47 down here.

But we'll make our presentation brief, and we will hold our speakers from the country club who wish to speak in favor of this again.

Mr. Chairman, I would summarize by briefly saying that after the presentation for all five of the categories that were listed on the board above, they support the modifications of number B and C, where the board accepted my presentation and my information regarding those two items.

The board unanimously approved the findings that we concurred and passed each of these items with a substantial and competent amount of information that the board, Mr. Chairman, unanimously approved.

That's all we'd like to add at this particular point. We'd like to be able to respond to any comments made at the appropriate time later.

THE ACTING CHAIRMAN: Could I ask you briefly -- and probably more for the board

members who were absent -- to -- and I recall it unanimously went through.

Could you focus on the southern section where the county staff found it specifically objectionable, as far as the change in zoning, what the reasoning, your argument at the time and briefly summarize that?

And then obviously the board found your argument persuasive enough to accept it.

Because -- And the reason, as I read through this again last night -- By the way, this is deja vu all over again. Why are we going back through this?

I go through the eyes of staff's presentation primarily and then through yours. And I just think it's only fair, in condensing everything, that the main objection was on that southern area. And I just kind of wanted to get your Cliff Notes version of that, why we -- what the argument against the objection was.

MR. PAGE: Mr. Chairman, with that specific one in focus, we objected to the staff finding because of the nature of the commercial activities that are already present on Nine Mile Road.

I think we made an observation that right across the street from this particular desired location, for a hotel or whatever it is that they want to build there, there's a brand-new Walmart that's been constructed.

The notion and the position of the narrative that I read from the staff was that that was not an appropriate blendable, agreeable, compatible type of use at that location.

We simply disagreed with that. And I think we gave five or six examples up and down Nine Mile Road where recently things have changed from a residential or any other use over to commercial, and that this board has approved any number of them.

I guess we could start all the way out on the west side from Navy Federal. All the commercial activities that are going to be drawn to that and have been drawn to it need a commercial reclassification. And the board has approved those.

We felt like it was somewhat of an inconsistent position to say that that location directly across the street from Walmart was not

a compatible change of land use. And we still are of that position.

THE ACTING CHAIRMAN: All right.

Thank you, Mr. Page. I appreciate it.

MR. PAGE: Yes, sir.

THE ACTING CHAIRMAN: Board, do you have any . . . Staff or board have any questions for Mr. Page?

(No response.)

THE ACTING CHAIRMAN: Thank you.

Staff has already . . . Unless you guys have anything to add to your presentation, I guess we'll go directly to those speakers who specifically, A, were not here last time and/or did not receive proper notification and who would like to speak.

MR. GRAY: Mr. Chair, I've got two stacks in front of you. This one is folks who did not speak at the last meeting. This stack is ones who did speak at the last meeting, which is two meetings ago.

THE ACTING CHAIRMAN: All right.

MR. GRAY: Just organizing it that way for you to do it as you please. This way we have two stacks.

THE ACTING CHAIRMAN: Very good.

I'll just start on the stack, which is formerly. Leo Lynne.

MR. LYNNE: I did speak at the last meeting, so do I need to speak again?

THE ACTING CHAIRMAN: Okay.

Vivian Buck.

VIVIAN BUCK, upon being duly sworn, was examined and testified as follows:

THE WITNESS: My name is Vivian Buck. I live at 8917 Thunderbird Drive. I have lived there since about 1973.

I'm speaking today as a homeowner who has been there for a long time, seeing lots of changes in the neighborhood.

I have been through several organizations who have tried to manage this club and have done a terrible job.

This is the first group who has actually taken an interest in our neighborhood, not just the club, not just as a business but has actually taken an interest in our neighborhood. So I am speaking today with that in mind.

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I think all the changes that have been proposed, I have been over all of them. I have met with several of them at different times to ask questions.

And I believe that everything that has been asked to be done will be a positive influence on our neighborhood.

I have not -- I do not rent my house. It is a permanent residence, so I'm speaking also in that behalf.

Thank you very much.

THE ACTING CHAIRMAN: Thank you, Ms. Buck. Thank you.

Gladys Goss.

GLADYS GOSS, upon being duly sworn, was examined and testified as follows:

THE ACTING CHAIRMAN: State your name and your address. Thank you.

THE WITNESS: My name is Gladys Goss. My address is 9940 Fairway Villas Lane, Pensacola.

My husband and I bought -- My late husband and I bought the property in June of 1969, so I'm a little older than Vivian.

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We have had several-several managers, owners of the club since that time. Never has anyone wanted to use the recreational property to have a housing project on it.

I have been asked -- I have asked the owner -- one of the owners if there was a plan as to how these houses would be put on that property.

And there is no plan. I've been told this twice. However, I've been also told -- My daughter was told . . . Let me go back a little bit. In September of 2012, my daughter bought my property. They are -- They would not have bought it had there been houses behind it.

It is, you know, a recreational area. The problem now is the fact that we've been told that there's going to be a green behind her house.

One time we were told that there was going to be . . . that my daughter would be looking at houses, and -- but then mainly he said we'll have a holding pond there and we will put a fountain in it.

And then when I went up and talked to the other owner, he said that the -- that's when the

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putting green would be put behind her place.

We have no idea. They have no idea. We have no idea what is going to be put on that property.

I rent in the Villas. My landlord was supposed to be here today, but he works at Navy Federal. And I'm sure he couldn't get away.

But I stood on my balcony and looked out. I love it there. I would not want to have a road behind my place. I'm looking at an option to buy from him. I would not want a road, the traffic. It -- it just wouldn't -- It would take away the view.

(Timer sounds.)

THE WITNESS: Is that it?

THE ACTING CHAIRMAN: Yes, ma'am. All right.

THE WITNESS: Thank you.

THE ACTING CHAIRMAN: Thank you.

As I stated earlier, because you have three minutes. And we have come to this equally for everyone, just to kind of give you -- everybody a fair shot.

But thank you, ma'am. I appreciate your time, Ms. Goss.

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Martina Mason.

MARTINA MASON, upon being duly sworn, was examined and testified as follows:

THE WITNESS: Martina Mason. I reside at 9035 Woodrun Road, Pensacola, Florida, which is a neighborhood right across from Scenic Hills.

For quite some time now, my husband and I have considered buying in the Scenic Hills property. And we've been kind of looking around, seeing what the new owners are doing. We like what we see. We like the progress that they want to make.

One of the appealing factors to us about Scenic Hills is that it is a public facility. Anyone can join. If I live in Woodrun, I can join the Scenic Hills Country Club.

The proposal that they have in front of you today offers them the capital to improve the facility for all of the public.

The First Scenic Kids, the people that live in Cantonment, the people that live in downtown Pensacola. You don't have to have a ton of money to be a member of Scenic Hills.

Anybody can be a member.

And I think that it's very important to consider the community and what these proposals will do for the community: The pools, the tennis court, as well as the opportunity to have an executive townhome in that area.

My husband and I travel a lot for work. We don't have time for a big house. We don't have time for a big yard, but we would like to be part of that neighborhood and that community. And an executive townhome gives us those opportunities that we wouldn't otherwise have.

I talk to many of the members that have lived there for a very, very long time, since the '70s, and they're older. They want to sell their bigger houses. They want to downsize, but they want to stay in that community.

They want to be a part of something. And I just think that it's very important to remember what the owners are proposing isn't just about housing. It is about improving the community and the facility that betters that end of Pensacola. .

THE ACTING CHAIRMAN: Thank you, ma'am.

Next we have Ralph Mason.

RALPH MASON, upon being duly sworn, was examined and testified as follows:

THE WITNESS: Ralph Mason. My address is 9035 Woodrun Road.

My wife just spoke to you guys. We previously resided at 2297 Greenbrier.

I myself have grown up in this community. Played golf at Scenic Hills all my life.

I've witnessed all of these changes in management that they've spoken about. I can -- You know, in all the years of being a member -- or member or playing at that course, the management there, for the first time since they started the course, is finally right.

Scenic Hills once was a world-class USGA site, the only one in Pensacola. I believe the only chance we have for that course to ever resemble that again is the proposal before you right now.

Like I said, I've played there all my life. I've seen that course in good shape. I've seen it in bad shape.

And what's going on out there right now,

from a golf course perspective, is what's been needing to go on for a long time.

When you factor in additionally that they're also interested in making this a community again, the family events that's been put on at the clubhouse that include children -- Talking about building facilities for children -- to actually reinvent that neighborhood to what it once was when I was a child, which was the most prestigious neighborhood in Pensacola, I believe it's our only chance.

And when you look around at the failures of the Moors, you look at what Marcus Pointe has been through in the last five years, how many times that they were that far from going under, those communities will diminish if somebody doesn't come in with an idea to reinvent what was once a wonderful place.

So I just hope that you guys would consider that in this proposal in front of you.

Thank you very much.

THE ACTING CHAIRMAN: Thank you, sir. Kyle Patterson.

MR. PATTERSON: I have nothing to say.

THE ACTING CHAIRMAN: Okay. Remember, if -- again, what you say today is submitted. You need to speak or to say you're in favor or opposed to it, in order to be able to speak at the Board of County Commissioners.

MR. PATTERSON: I'm for it.

THE ACTING CHAIRMAN: All right.

MR. GRAY: He has to actually come up.

THE ACTING CHAIRMAN: Would you come up and just -- All you've got to do is state your name and address, be sworn in, and -- We won't make you give a speech. I promise.

KYLE PATTERSON, upon being duly sworn, was examined and testified as follows:

THE WITNESS: Kyle Patterson. My address is 518 Terry Road, Cantonment.

I'm for it.

THE ACTING CHAIRMAN: Okay. Again, the only reason I do this is because you don't want to lose your right at the Board of County Commission.

THE WITNESS: I understand.

THE ACTING CHAIRMAN: So . . .

THE WITNESS: I appreciate it.
THE ACTING CHAIRMAN: Thank you, sir. Jason Widman.
MR. WIDMAN: Present.

JASON WIDMAN, upon being duly sworn, was examined and testified as follows:

THE WITNESS: Jason Widman, 2277 Greenbrier Boulevard.
I'm one of the ones that was not notified properly.
Are you guys familiar with an attorney letter that was sent to Stephen Berry, County Commissioner?
MR. GRAY: No, sir.
THE WITNESS: Who would I give that to for the record?
Here's a copy for you guys to peruse later.
THE ACTING CHAIRMAN: Hold on one second. Hold on one second. I just want to make sure --
THE WITNESS: I'll let you guys study that.
THE ACTING CHAIRMAN: Give me just a

second here. If we need to, we will submit it.
THE WITNESS: I just want it in with the record so you guys can consider . . .
THE ACTING CHAIRMAN: Is this the letter from you to the attorney or from the attorney --
THE WITNESS: It's from the attorney to board member . . .
THE ACTING CHAIRMAN: So this is a new letter?
MS. CRAWFORD: It's my understanding --
THE ACTING CHAIRMAN: It was in the first --
MS. CRAWFORD: -- that this letter was received after the last Planning Board meeting before the Board of County Commissioners for the Board of County Commissioners.
MR. JONES: Yes, for the Board of County Commissioners.
MS. HIGHTOWER: It was not in our packet.
THE WITNESS: It was given the day before the Board of County Commissioners.
MR. GRAY: Okay. Which would have been before the --
THE WITNESS: Was scheduled to meet. And then everybody got a phone call saying there was

a computer glitch.
MR. JONES: Let me clarify.
THE ACTING CHAIRMAN: Yes, sir.
MR. JONES: It was not in the packet at the first Planning Board meeting.
This was -- This letter was sent to the -- to the board prior to the Board of County Commissioners' meeting.
MR. GRAY: Yes, correct. We're clear. So it wasn't part of our packet last time.
MR. JONES: No.
MR. GRAY: Was it a part of our packet that we're talking about this time?
MR. JONES: No.
MR. GRAY: So if we're to include it, we must --
MR. JONES: Accept it in evidence.
THE ACTING CHAIRMAN: So, a synopsis, Mr. Widman, if you can tell us this is true, this is a letter from an attorney representing you --
THE WITNESS: Yes.
THE ACTING CHAIRMAN: -- correct?
And in this -- specifically in this case, I'm assuming, as opposed to this case; is that correct?

THE WITNESS: Yes. We're opposed, for the reasons outlined.
THE ACTING CHAIRMAN: Okay.
THE WITNESS: And I can go over those, too.
THE ACTING CHAIRMAN: Very good.
So given that, I'll entertain a motion to present this as evidence in this case.
MR. GRAY: Okay. I'll make a motion.
MR. FEARS: You first.
MS. CRAWFORD: The letter itself would be hearsay. That individual who authored the letter is not present to testify as to the contents and/or be cross-examined as to the contents.
The board may accept it as hearsay, understanding that it is hearsay.
I would suggest, then, that the witness -- If it's his testimony, you know, whatever's included in this letter, I would ask that he actually testify to those facts, since --
MR. GRAY: The witness has three minutes.
MS. CRAWFORD: Correct, he would have three minutes, unless the author of the letter is present and wishes to testify as to the

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contents.
THE ACTING CHAIRMAN: Mr. Kenneth Fountain, I'm assuming, is an attorney-at-law?
THE WITNESS: Yeah.
And, you know, if I was notified, he would have been present, if he was -- his presence was required.
So, I mean, I can -- you guys can read that on your own.
THE ACTING CHAIRMAN: Hold on a second. We've got to get to this right.
Meredith, if we present this as hearsay, obviously the applicant has -- should have the opportunity to read it and be able to rebut it or -- You know, this is an evidentiary hearing, right? Whether it's hearsay or not.
MS. CRAWFORD: Right. Correct, it is an evidentiary hearing.
And I guess that, to my point, was that if you do accept it, you need to understand that it's hearsay, that it's someone, you know, saying what someone else said, and that individual is not present to present these for -- Mr. Fountain is not present to present his position for himself.

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Mr. Page is not able to cross-examine the individual. So to the extent you accept it as part of the record to show, you know, what it was that he wanted to proffer, I believe that may be appropriate.
However, I specifically want to note that that is hearsay. And hearsay alone does not constitute competent, substantial evidence for which to base your opinion.
However, to make it part of the record, again, it's up to the board as to whether or not you accept it, but it would be hearsay if the author is not, you know, present to be cross-examined. And it would be the witness basically recounting what someone else has told him.
THE ACTING CHAIRMAN: And if we offer this as hearsay, would it then be read?
MS. CRAWFORD: No. I mean, the document itself could be accepted. You wouldn't . . . I mean, you don't need to read the letter into -- like, out loud.
Mr. Page, have you had the opportunity to review?
MR. PAGE: Mr. Chairman, point of order,

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if I might approach the podium.
THE ACTING CHAIRMAN: Yes, sir. Please come forward.
MR. PAGE: Mr. Chairman, I would suggest this is perhaps similar to a circulated petition within a neighborhood when we're doing a rezoning. It's signed by 25 people. None of them show up, except one person who has that petition.
History before this board has been that you may choose to accept it and put it into the record. Nothing is read from that because I do not have an opportunity, as the attorney said, to cross-examine.
We would object to it.
THE ACTING CHAIRMAN: We'll entertain a motion to accept this as hearsay evidence and nothing further, and then let the applicant speak his piece for three minutes, if there's a motion.
MR. GRAY: So moved.
THE ACTING CHAIRMAN: Is there a second?
MR. INGWELL: Second.
THE ACTING CHAIRMAN: All those in favor of taking this piece into as evidence, please

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say aye.
(Chorus of "ayes.")
THE ACTING CHAIRMAN: Any opposed?
(No response.)
THE ACTING CHAIRMAN: Okay. This piece of evidence is here -- henceforth, I guess, as a -- I don't know what the -- evidence or what.
MS. CRAWFORD: It would be an exhibit to the hearing.
THE ACTING CHAIRMAN: Exhibit 1 or whatever you want to call it.
MS. CRAWFORD: Sure.
THE ACTING CHAIRMAN: Okay.
THE WITNESS: And he's still on retainer, so . . .
THE ACTING CHAIRMAN: That's fine.
THE WITNESS: Anybody's welcome to call him, including Mr. Page, and . . .
THE ACTING CHAIRMAN: Mr. Widman, you have your three minutes. Please proceed.
THE WITNESS: First off, I would like to ask that the map be put up of the two areas in question, specifically the one that concerns the driving range.
MS. LINDSAY: Is that the north one?

THE WITNESS: The north one, which isn't clarified well on this map. Okay.

You can see "rec."

MR. JONES: We have a recording, so you've got to speak into the mic.

THE WITNESS: You can't see the screen? 2277 Greenbrier Boulevard is at the bottom of the driving range, adjoining the parcel that is in question.

MR. GRAY: Okay.

THE WITNESS: Connected to the parcel that is in question.

In the notice of public hearing, in the interest of time, you've got a section here called "board action" that you all are familiar with, I'm sure, so I'm not going to read it to you.

Within that section, there is a sentence contained in the notice of public hearing that shows the requirements for consideration of rezoning.

The changes to the land now zoned as recreational to residential will have a direct impact on our quality of life, property values, and have many other adverse impact -- impacts --

excuse me -- as a result of new construction.

Our property is situated at the bottom of the current driving range, and we have rainwater issues as is from the slope of the driving range.

What will that look like with housing developments looming above our property? The water will need to go somewhere. And a catchment pond will likely result, which will provide us with many unwanted critters like snakes and a breeding area for mosquitoes.

Rezoning is giving the core centers a blank slate to build whatever suits them within the zoning guidelines approved.

Club owners have not shown any written plans or models.

(Phone ringer sounds.)

MR. GRAY: That was not your time.

THE WITNESS: Okay. That was an interruption. Sorry.

MR. GRAY: Please silence your phones, too.

THE WITNESS: I don't have -- And I'll make it fast.

It says, the club owners have not shown

any written plans or models of their plans for what type of construction we could expect as a result of their pursuit of profit with the land rezoned for their new uses.

Has there been an impact study to examine all the factors involved if rezoning does occur? And that's a question for Mr. Page, too.

Our house was purchased from my mother-in-law, who you already saw. And we know they've owned it since 1969. We purchased it in 2012.

The golf course was -- been zoned as recreational property, and the parcel we're talking about since -- And we would have not purchased it knowing that we could have a house in our back yard, as stated to my wife by one of the current owners.

In fact, it won't be the one house. It will be many. And we're clueless as to what that will look like.

I do know it's a plan to destroy lots of open greenery and increase traffic and noise well beyond anything that exists with current zoning.

So in summation, I would ask the board,

please refer to their own guidelines when making this very important decision.

It is going to adversely affect us and other current homeowners in proximity of these proposed changed areas.

We want the golf course to do well and be profitable, but we don't feel the burden deserves to fall on us as private homeowners for the profit of business.

Thank you for your consideration.

THE ACTING CHAIRMAN: Thank you, Mr. Widman.

Brandon Nelson.

MR. NELSON: I spoke previously.

THE ACTING CHAIRMAN: Okay. And . . . Okay. Very good.

Michael Bearden.

MICHAEL BEARDEN, upon being duly sworn, was examined and testified as follows:

THE WITNESS: Michael Bearden, 11716 Chanticleer Court, Pensacola, Florida 32507.

I don't believe I was ever listed as an expert witness, though my background is a real

estate broker in four states. I built seven subdivisions, school site, a strip mall. And I dealt with zoning as an expert witness for Washington, Oregon, and California, and testified in court for those as well.

I'm here now as a retiree living in this area. I love it here. And one of the things I noticed is, there's a lot of movement going with regards to what do we do, what don't we do.

First time I went through this area was in 1966 on my way to Key West to go to training before going to Vietnam. And all I saw, candidly, coming along Interstate 10 was a jungle.

It was dark, and it was nothing. And I did not want to stop because I was afraid I'd get bit by a snake. Obviously, I didn't know any better.

My point with all this is, we have growth. We have industry. We have homes. We have people moving in. We have to meet with that.

And we have a Constitution that says people have a right to do whatever with their land so long as does not affect others.

We don't want to put a pig farm next to a

school. But when you change real estate for the purpose of other real estate that fits within the guidelines of the area -- You've got houses right along that on one side. You've got houses across the street on the other side.

And if you put more houses in there, all you're doing is meeting the needs of the community. You're not taking away benefits from other people.

People buy their property for their own use and for the use of future generations. If we start stalling these people, putting in new rules, regulations, and stifle growth, it's going to affect this county.

We need the income that those -- That piece of property gives us almost nothing in taxes. If we put houses in there, we're going to increase our tax bases, which can help our people here.

We have lots of areas around here where we have serious levels of poor and in need. And we don't have the taxes to fix those areas because of the lack of income coming into this county.

My suggestion is, follow the Constitution of the United States. Let people use the land

the way they do, as long as it's not harming other people.

And having a view is not harm, you know. We can't say, I bought this lot, so that piece of property over there, you can't change because I like that tree. That's not the way it works here. That's not the way it works in this country. People have a right to take care of their land the way they do, as long as it doesn't physically harm them.

So my recommendation and my request for you is allow this to go through. Let's move on with this society, what it's supposed to be: growth, understanding, and America the way America was created for.

Thank you.

(Applause.)

THE ACTING CHAIRMAN: All right. Eric Reese.

MR. REESE: I spoke last time, Mr. Chairman.

THE ACTING CHAIRMAN: And Joe Urquhart.

MR. URQUHART: Spoke last time as well.

THE ACTING CHAIRMAN: Very good.

Ann Mitchell.

ANN MITCHELL, upon being duly sworn, was examined and testified as follows:

THE WITNESS: Ann Mitchell, 8806 Burning Tree Road.

I am here to go on record as being in support of the owners' ideas for development of the areas under discussion, which I believe enhance some of the reasons I chose to live within the confines of greater Scenic Hills area.

And some of these ideas are -- reasons are proximity to the golf course, number one. The -- Increasing the value of my properties, of which I live in one, and I own an LLC that owns four more in Scenic Hills area.

And I wanted a safe residential area which is family friendly. I believe that's what the current owners are trying to do. That's my statement.

THE ACTING CHAIRMAN: Thank you, ma'am.

So, again, if somebody could please turn that phone off, that would help, or turn the ringer off.

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I have one. I'm not sure -- They did not place the rezoning case down. It's Josh Womack.

MR. WOMACK: That was for another one. I'm sorry.

THE ACTING CHAIRMAN: Well, that's fine. That helps because there's only one other.

Now, so far we have done our best, I believe, at purging those that have already spoken.

However, I want to give ample opportunity for anybody. I can read through these names. I can do it however you want.

I've already talked to Mr. Erkhardt. In fact, I think I should read through them real quick.

And you can either yield and say you've already spoken or we'll take this opportunity to speak again.

Joe Erkhardt. I believe you've already signified.

Eric Reese as well.

Brandon Nelson.

MR. NELSON: I already spoke, yeah.

THE ACTING CHAIRMAN: Gerald McArthur

MR. McARTHUR: Spoke previously.

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THE ACTING CHAIRMAN: Okay. Pat Mitchell.

MR. MITCHELL: I have a question, sir.

I did speak at the previous meeting. I don't need to speak now, but can I speak at the Board of Commissioners meeting?

THE ACTING CHAIRMAN: I believe so, yes. And because when you spoke in that quasi-judicial hearing, it's submitted into evidence. So therefore you have spoken. It's on the record.

And this being a continuance on that, this is simply affording the opportunity, in an abundance of caution, to make sure people get the opportunity to speak.

MR. MITCHELL: Thank you.

THE ACTING CHAIRMAN: So that was Pat Mitchell, right?

Tom Heffernan.

MR. HEFFERNAN: Like to speak.

THE ACTING CHAIRMAN: Yes, sir. Please come forward, sir.

TOM HEFFERNAN, upon being duly sworn, was examined and testified as follows:

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THE WITNESS: Good morning. Tom Heffernan, 2347 Greenbrier Boulevard, Pensacola, Florida. That's Scenic Hills.

I did speak before. A little bit different viewpoint here. In November, when this met, you know that it was either four or five to nothing, unanimous by the board to approve this.

I would say to you that in both cases, the northern property is not consistent with you, the county's, Land Development Code, which says you should definitely -- it doesn't bar, but you definitely restrict changing recreational property to housing.

It's very clear. The findings of the staff state it. And I think you should stick with that because recreational property is important.

And even though the gentleman says we got to develop everything that we can put a foundation on, you're going to want some green property. And we've got it. You should keep some.

As far as the property on the south side going commercial, I would ask you to look

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further into the findings by your staff that it is inconsistent with the original plat, which would say that if the land ceases to be golf course, it could not go higher than medium-density residential, which is below commercial.

And so I was somewhat disturbed. We were in a very long hearing in November. Time was getting tough. I think maybe you were at risk of losing even a quorum because people had other commitments, but there was absolutely no interplay between the board and the staff to tell them why the board was counter, 180 degrees, from their findings, why you would vote unanimously that in this particular case, 90 degrees is not a right triangle.

So I'd like to see some interplay based on the findings, to either approve them or disapprove them, and understand why the board is so opposite and opposed to what their own staff found. If nothing else, it's just a courtesy to your staff and good management.

Thank you for your time.

And by the way, I love the management of our club. I'm willing to put my back to them.

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I hope they like me.
But I'm telling you, we are better than we have been, but that is not germane to what we're talking about here today.
Thank you.
THE ACTING CHAIRMAN: Thank you, Mr. Heffernan.
And if you recall, you know, quite frankly, the staff has the tough job. Most of the time they are at the risk of getting nothing but abused. They translate the code as they see fit and make the recommendations.
Our purpose in this word here is to simply translate between the black and white letter of law that they ascribe to, and basically -- if you were at that meeting in November, which you were -- I recall -- 44 or 45 folks who spoke in favor of it, largely as a measure of maintaining, in my opinion, their community.
That's what swayed this board, in my opinion. And we went back and forth. In fact, at the -- if you read the actual . . . what was passed, it addressed the items that they took exception to.
THE WITNESS: I would just say, in

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response to that -- And I know many of the 40 or so people who spoke in favor at the last meeting, but I would say less than 2 percent of them were talking about the issues that they're required to talk about.
It's not about how good is the food. It's not even whether we have a restaurant. That's not what we're talking about here.
We're talking about changing the condition of the property from recreational to residential and/or commercial.
THE ACTING CHAIRMAN: You're absolutely right. I'm not here to make it at all -- But if you do look into the motion, it was addressed. The deficiency was addressed specifically to the items that you see, the criteria. And that is a very good point.
Next, John and Romana Lopez.
MR. LOPEZ: Yes, I'd like to speak.

JOHN LOPEZ, upon being duly sworn, was examined and testified as follows:

THE WITNESS: I'm John Lopez. I did not speak last time. My wife, Romana did. She's

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under the weather today. She couldn't be here. 8829 Burning Tree, Pensacola, Florida.
We've been members of the club since '84. We've seen -- This is the fifth change in leadership at the club. And the last one was pretty bad. I shouldn't say who it is. I think you know.
By anyway, we resigned from the club at that time. It was that bad. But now new life is in the club. Things are up and coming. And it's only going to go up.
And I certainly approve and my wife approves the current leadership and the current direction the folks are taking with the club.
Thank you.
THE ACTING CHAIRMAN: Thank you, sir.
Edward Villar.
MR. VILLAR: I spoke last time.
THE ACTING CHAIRMAN: Thank you.
Leo Lynne.
MR. LYNNE: I spoke last time.
THE ACTING CHAIRMAN: Okay.
MR. LYNNE: A couple times.
THE ACTING CHAIRMAN: Patti Hall.
(Inaudible.)

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THE ACTING CHAIRMAN: Vera Price.
What's that?
MR. GRAY: She didn't speak.
THE ACTING CHAIRMAN: Did you say that you didn't speak last time?
MS. HALL: No, I did not.
MR. GRAY: If you want to be part of this -- I miscategorized you. If you want to be part of the record, you have to come forward.
THE ACTING CHAIRMAN: Yes, ma'am. Please come forward, be sworn in, and state your name and your address.
And, you know, again, you can use your full three minutes.

PATTI HALL, upon being duly sworn, was examined and testified as follows:

THE WITNESS: Patti Hall, 3895 Bay Wind Drive, 32563.
I go to the club quite a bit. And I approve of this. Okay.
THE ACTING CHAIRMAN: Thank you, ma'am.
Patti Hall -- or Vera Price.
MS. PRICE: Verla Price. I spoke last

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time. Thank you.
THE ACTING CHAIRMAN: Thank you, ma'am.
Sarah Katis.
MS. KATIS: I would like to yield my time to the owners. And I spoke last time.
THE ACTING CHAIRMAN: Okay.
Carol Widman. Would you like to speak?
MS. WIDMAN: No. I have a letter here, though, that the --
THE ACTING CHAIRMAN: You have to come forward because -- if you're going to speak. Just because you spoke last time, again, we're affording you the opportunity. Others have as well.
MS. WIDMAN: I just had something I want to -- Do I have to . . . put it in?

CAROL WIDMAN, upon being duly sworn, was examined and testified as follows:

THE WITNESS: 2277 Greenbrier Boulevard, Pensacola, Florida. Carol Widman.
Here's a -- I have a letter that the country club sent out to its members. And it talks about what they're going to improve.

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But then at the end, they ask people -- they have this paragraph. It says, "Until then, our request upon you is that if you hear someone talking about any plans that are inconsistent -- inconsistent with improvement of the golf course and country club listed above, please dismiss them."
But it's kind of like some people are scared to come forward because they're scared that the club -- the club people aren't going to like them.
And so that's all I want to say, actually. Thank you.
THE ACTING CHAIRMAN: All right. Thank you, Ms. Widman.
Gregg Wright.

GREGG WRIGHT, upon being duly sworn, was examined and testified as follows:

MR. WRIGHT: 10176 Foxrun Road.
These guys, as people have said, are doing the better -- best job that's ever occurred up there. I've been there for 24 years. These improvements that they're attempting to make

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aren't going to happen if it doesn't -- if this doesn't go through.
You're not going to get a swimming pool. You're not going to get tennis courts. You're not going to get bocce ball. You're not going to get a weight room. It's not going to happen.
They are not in a business to break even. They need to -- they need to leverage their assets in order to make improvements. So I wouldn't be surprised, if this doesn't go through, that there's a for-sale sign on the property the next day.
And guess what? The other thing is, the driving range is recreational. Well, guess what? A dirt bike track is recreational, too.
Thank you.
THE ACTING CHAIRMAN: Thank you, sir, Mr. Wright.
And last, but certainly not least, Mr. Larry Downs, Jr.

LARRY DOWNS, JR., upon being duly sworn, was examined and testified as follows:

MR. DOWNS: Larry Downs, Jr., 12156

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Havburg Drive, Pensacola, Florida.
And I'm a little bit sick, under the weather today, but I still will not ever miss one with these unless I have to.
Real quick. I'm not going to bore y'all. Y'all already know that I'm for this. I'm for property rights every time.
The 14th Amendment. I heard a gentleman in here a little while ago, three or four speakers before, said that y'all have a hard and fast rules, and that y'all should listen to staff.
Well, this Constitution here is hard and fast rules that I have seen violated over and over, local, state and federal. Tons of violations, infringements, "shall not be infringed" infringed. This is a hard guideline here.
So for anybody to expect y'all to go with a hard guideline that's written on a county document over this is ridiculous. This here is what our prosperity comes from.
It's from being able to do with your property as you need be, to be able to make it profitable; to be able to make your property,

you know, valuable enough to keep it in the -- in the -- you know, in range with what's going on.

They need this property to be able to make it viable in the future. They need it for whatever; housing, whatever.

So if there's housing near it, just like Michael Bearden said, there's housing there.

Why can't there be more housing? Last one in close the door, lock the gate. Nobody else gets their 14th amendment right, equal protection of the laws? If there's commercial property near it, so be it.

I know y'all have done this before. So equal protection of the laws. You need to rezone this, send it to the Commissioners. Y'all vote to send it to the Commissioners, please, and let's move this along.

Let these people, you know, do what they need for their prosperity, their community, and their families.

Thank you.

THE ACTING CHAIRMAN: Thank you, Mr. Downs.

I spoke earlier -- Ms. Sarah Katis had

yielded her time to the owners, which I will give you the opportunity if you'd like to speak. If you'd like to say any last parting words, you're more than welcome to.

UNIDENTIFIED VOICE (AN OWNER): We'd just like to say thank you. That's all. Appreciate your time.

Thank you, Ms. Katis.

THE ACTING CHAIRMAN: All right. Thank you, sir.

Is there anything further from staff regarding this continuation?

Come on, Horace. It's up to you, Horace. He's eyeballing me.

MR. JONES: Since I was asked to speak -- I wasn't present at the last time. I'm present at this time.

I do want to clarify that it was the southern portion that staff found inconsistent. I just want to make clear that's for the record.

Staff does want to say for the public that when a rezoning occurs, that it is just not a site-specific use, that there is the potential always that this site can be sold. And all of those uses . . . all of the uses that, if it is

rezoned, has the potential to go -- I just want to make sure that's clear for them.

So, yes, there were some plans that were drawn up. Mr. Page knows that this is correct.

But, again, when we rezone, we're looking at all of the uses, not just one -- not just a site-specific use that may have been presented to the board.

Lastly, the criterion that was stated that was the objection, it's as -- I want to -- I want to -- I'm not I'm trying to rehash anything. I just want clarification.

I may get these questions from the Board of County Commissioners, and I have to be able to address them correctly.

It says Criterion B. And I'd like Mr. Page, if you want to, can just restate his findings again.

Criterion B, which was the crux of staff objection to the southern part. The proposed zoning is consistent with the purpose and intent with any other zoning establishment provision prescribed by the proposed district in Chapter 3.

What was presented -- What Mr. Lemos

presented, there is a provision that's strictly stated inside the Land Development Code, which is part of the record, which I know y'all have read that. And it says -- And I don't have to read it, but it says specifically that it does not allow you to go beyond the surrounding uses.

That is what staff made its argument based upon, that any other provision which is a black-and-white provision stated inside the Land Development Code. And that's what -- as you said, we have to look at the black and white of it.

And that's what staff's position is, based upon -- for the southern portion, is that specific provision, that is not consistent with the current intent of the Land Development Code. That's what I want to say.

Thank you.

THE ACTING CHAIRMAN: Very good. I appreciate it.

And, again, this is a fallible board. We are appointed by your Board of County Commissioners. And it's our job to try to translate between not just what the applicant wants, that really has -- Again, Mr. Heffernan

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was kind enough to share the six criteria that we week -- month after month we explain that is what we base our decision upon.

However, this was an interesting case. Like I said, it was the most speakers I believe that I've ever heard before.

And when you sit up at this board, you typically are awaiting to be lambasted by an angry mob. And quite frankly, the overwhelming majority spoke in particular fashion at that meeting, which I think persuaded the board in large part to the entire actual change.

Although there's a northern and southern, they're not two separate zoning. It was one. And it made -- At that particular time, obviously, it made sense, given the majority the vote was unanimous.

Now, are we perfect? No. Mr. Downs pointed that out. Certainly we have made errors in the past, and we'll probably do so in the future.

However, we're going to try to do our best to translate this as best we see fit.

I would ask: Does the board have any more questions for the staff or for Horace, or

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anybody?

MR. GRAY: I have one question, Mr. Chair. It is with legal.

Can I get legal to the microphone a second?

MS. CRAWFORD: Sure.

MR. GRAY: Over here. Well, I mean, I guess --

MS. CRAWFORD: Oh, this mic? I'm sorry. I'm listening to your question.

MR. GRAY: Off microphone I have one question for you.

THE ACTING CHAIRMAN: I don't know you can do that.

MR. GRAY: Can't I?

MS. CRAWFORD: Sure.

MR. GRAY: Then I'll ask the question. So when we gave our disclosures at the beginning of the meeting, I knew of the new ownership. I didn't know how fresh it was, but in a previous meeting, I actually recognize the gentleman in the back.

I've actually proposed services to these gentlemen with a drone company I'm a partner in, the Pellican Drones. And we did not execute any

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contract with them, never did any work with them. I don't think we're going to do any work with them, but I didn't disclose it when I was making my disclosure at the beginning. This was maybe a year or two past and I don't believe that it's . . . I don't want to cross the lines.

THE ACTING CHAIRMAN: I'd rather you ask now whether -- and ask Meredith's opinion whether you should recuse yourself from that.

MR. GRAY: Yeah.

My question is, if we never did actually execute a contract -- all I did was pitch for drone services on the property.

MS. CRAWFORD: The basis for recusal would be if you were going to inure a benefit or a loss. It sounds to me, based on what you're saying, that you may have had prior conversations.

But that is none -- This action itself is not going to benefit you personally or you won't suffer a loss.

I appreciate the disclosure. I think it was appropriate, but it does not sound that it's a basis for recusal, unless there -- you know, you're anticipating --

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MR. GRAY: No. And my other comment --

MS. CRAWFORD: -- that this is going to somehow inure --

MR. GRAY: -- development company has no relationship with them. So I just wanted to make sure that because of the drone company has a wide breadth of clientele.

MS. CRAWFORD: Right.

So unless yourself or a close family member was going to inure a benefit or loss, you do not need to recuse. And, actually, you're required to vet it.

MR. GRAY: Well, I appreciate that not-so-private --

MS. CRAWFORD: Right

MR. GRAY: -- consultation.

MS. CRAWFORD: I'm sorry. I didn't understand where you were headed.

MR. GRAY: Thank you. Right.

THE ACTING CHAIRMAN: Okay. Any board members have anything for the staff? Any board members have anything for Mr. Page or the applicant?

(No response.)

THE ACTING CHAIRMAN: Not hearing any,

I'll entertain a motion at this time.

If I'm not mistaken, we would have to go through this, whether it's a continuance or not. We do have to have a motion, and one way or the other, correct?

MS. CRAWFORD: That's correct. Because it was remanded, basically the vote at the last meeting where this was presented to the board, that has been removed.

You would consider all prior evidence. You would consider evidence and testimony presented here today.

And you would vote based on, you know, everything that's been presented. Again, you know, the reasoning is what it is. And it's a clean, fresh vote.

THE ACTING CHAIRMAN: Now, let me ask this, because I remember we were disappointed.

My question to you is, if the person and/or board member making the motion, do they have to kind of navigate through the language that we had to the last time, making exception to staff's findings?

MS. CRAWFORD: Yes. I would ask -- And I believe legally you're required to address each

criterion. Those criteria which you wish to adopt staff's findings and Mr. Page's findings, you would simply say so. If there's something where you take exception to staff's findings and wish to . . . you know.

THE ACTING CHAIRMAN: I almost wish we had the last motion.

MS. CRAWFORD: I believe it's in the transcript.

MS. HIGHTOWER: It's in the transcript.

MR. INGWELL: Page 101.

MS. CRAWFORD: Yes, of your transcript.

THE ACTING CHAIRMAN: Okay. Well, so that's just for informational purposes. There was a motion made by Mr. Fears, the previous.

And with that, I'm going to yield. And I will entertain a motion.

MR. FEARS: I would like to make a motion to approve the Case Number Z-2018-17, finding exception to the staff's findings on Criteria B and C, and accepting the rebuttals by Mr. Page's facts.

THE ACTING CHAIRMAN: I have a motion. Do I have a second?

MR. GRAY: Second.

THE ACTING CHAIRMAN: I have a motion and we have a second.

All those in favor, please signify by raising your hand.

(All board members' hands raised.)

THE ACTING CHAIRMAN: Any opposed?

(No response.)

THE ACTING CHAIRMAN: Seeing none, the motion passes.

(Hearing concluded at 9:55 a.m.)

(Brief recess.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board proceedings; and that the transcript is a true record, to the best of my ability, 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:	01/08/2019
CASE :	Z-2018-17
APPLICANT:	Wiley C. "Buddy" Page, agent for RNL Investment Group, LLC, Owner
ADDRESS:	8891 Burning Tree Road
PROPERTY REF. NO.:	06-1S-30-1000-000-024 (sections of)
FUTURE LAND USE:	MU-U, Mixed-Use Urban
DISTRICT:	5
OVERLAY DISTRICT:	N/A
BCC MEETING DATE:	02/07/2019

SUBMISSION DATA:
REQUESTED REZONING:

Northern Portion:
From: Rec, Recreation district (du density limited to vested development)

To: MDR, Medium Density Residential district (10 du/acre)

Southern Portion:
From: Rec, Recreation district (du density limited to vested development)

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.

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).

FLU 2.1.2 Compact Development. To promote compact development, FLUM amendments and residential re-zonings to allow for higher residential densities to be allowed in the MU-U and MU-S future land use categories.

FINDINGS

The proposed amendment to Medium Density Residential and Commercial **is consistent** with the intent and purpose of Future Land Use (FLU) category Mixed-Use Urban (MU-U) as stated in CPP FLU 1.3.1. The FLU category is intended for an intense mix of residential and non-residential uses while promoting compatible infill development. The parcels identified will use established public roads, utilities and service infrastructure, satisfying the requirements under FLU 1.5.1. The MU-U FLUM category is also identified in the Comprehensive Plan under FLU 2.1.2 to accommodate residential rezoning.

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. 3-2.13 Recreation district (Rec).

(a) Purpose. The Recreation (Rec) district establishes appropriate areas and land use regulations for outdoor recreational uses and open space. The primary intent of the district is to preserve and maintain parcels of land necessary or used for a system of public and private parks providing both active and passive recreational activities and amenities. Indoor recreation facilities are allowed within the Recreational district if customarily incidental to the principal outdoor uses. Non-recreational uses are severely limited to ensure the preservation of district

lands and provision of adequate areas for public recreation. New or expanded residential development is generally prohibited.

Sec. 3-2.7 Medium Density Residential district (MDR).

(a) Purpose. The Medium Density Residential (MDR) district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

(b) Permitted uses. Permitted uses within the MDR district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes only within manufactured home parks or subdivisions. No new or expanded manufactured home parks, and new or expanded manufactured home subdivisions only on land zoned V-4 prior to adoption of MDR zoning.

b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots one acre or larger. Attached single-family dwellings and zero lot line subdivisions only on land zoned R-3 or V-4 prior to adoption of MDR zoning.

c. Two-family dwellings only on land zoned R-3 or V-4 prior to adoption of MDR zoning, and multi-family dwellings up to four units per dwelling (quadruplex) only on land zoned V-4 prior to MDR zoning.

See also conditional uses in this district.

(2) Retail sales. No retail sales.

(3) Retail services. No retail services. See conditional uses in this district.

(4) Public and civic. Public utility structures, excluding telecommunications towers. See also conditional uses in this district.

(5) Recreation and entertainment.

a. Marinas, private.

b. Parks without permanent restrooms or outdoor event lighting. See also conditional uses in this district.

(6) Industrial and related. No industrial or related uses.

(7) Agricultural and related. Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals. See also conditional uses in this district.

(8) Other uses. [reserved]

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA may conditionally allow the following uses within the MDR district:

(1) Residential.

a. Accessory dwellings on lots less than one acre.

b. Group living, excluding residential facilities providing substance abuse

treatment, post-incarceration reentry, or similar services.
c. Home occupations with non-resident employees.
d. Townhouses not among the permitted uses of the district.
(2) Retail services. Boarding and rooming houses.
(3) Public and civic.
a. Clubs, civic and fraternal.
b. Educational facilities, excluding preschools or kindergartens independent of other elementary grades.
c. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
d. Offices for government agencies or public utilities, small scale (gross floor area 6000 sq.ft. or less per lot).
e. Places of worship.
f. Public utility structures exceeding the district structure height limit, excluding telecommunications towers.
(4) Recreation and entertainment.
a. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.
b. Parks with permanent restrooms or outdoor event lighting.
(5) Agricultural and related. Horses or other domesticated equines kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.
(d) Site and building requirements. The following site and building requirements apply to uses within the MDR district:
(1) Density. A maximum density of 10 dwelling units per acre regardless of the future land use category.
(2) Floor area ratio. A maximum floor area ratio of 1.0 within the MU-S future land use category and 2.0 within MU-U.
(3) Structure height. A maximum structure height of 45 feet. See height definition.
(4) Lot area. No minimum lot area unless prescribed by use.
(5) Lot width. Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:
a. Single-family detached. Fifty feet at the street right-of-way for single-family detached dwellings.
b. Two-family. Eighty feet at the street right-of-way or two-family dwellings.
c. Multi-family and other. Eighty feet at the street right-of-way for townhouse groups and boarding or rooming houses. No minimum lot width required by zoning for other uses.
(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.
(7) Structure setbacks. For all principal structures, minimum setbacks are:
a. Front and rear. Twenty feet in the front and rear.
b. Sides. Ten feet on each side of a group of attached townhouses. On each side of all other structures, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

c. Corner lots. Will have one front setback and one side setback.
(8) Other requirements.
a. Stables. Stables shall be at least 50 feet from any property line and at least 130 feet from any residential dwelling on the property of another landowner.
b. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards.
(e) Location criteria. All non-residential uses within the MDR district shall be located to avoid nuisance, hazard and other adverse impacts to surrounding residential uses.
(f) Rezoning to MDR. Medium Density Residential zoning may be 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.

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.
(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA may conditionally allow the following uses within the Commercial district:
(1) Residential.
a. Group living not among the permitted uses of the district.
b. Home occupations with non-resident employees.
(2) Retail sales.
a. Boat sales, new and used.
b. Automobile sales, used autos only, excluding parcels fronting on any of the following streets:
Sorrento Road/Gulf Beach Highway/Barrancas Avenue (SR 292); Blue Angel Parkway (SR 173); Pine Forest Road, south from Interstate 10 to State Road 173; Navy Boulevard (SR 295 and US 98); and Scenic Highway (SR 10A and US 90). Additionally, the parcel shall be no larger than one acre and provided with a permanent fence, wall, or other structural barrier of sufficient height and mass along all road frontage to prevent encroachment into the right-of way other that through approved
site access.
c. Automobile rental limited to the same restrictions as used automobile sales.
d. Utility trailer, heavy truck (gross vehicle weight rating more than 8500 lbs), and recreational vehicle sales, rental, or service limited to the same restrictions as used automobile sales.
(3) Retail services.
a. Restaurants not among the permitted uses of the district.

b. Service and repair of motor vehicles, small scale (gross floor area 6000 sq. ft. or less per lot), excluding painting and body work and outdoor work and storage.
(4) Public and civic.
a. Cemeteries, including family cemeteries.
b. Clubs, civic and fraternal.
c. Cinerators.
d. Homeless shelters.
(5) Recreation and entertainment.
a. Bars and nightclubs.
b. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.
c. Parks with permanent restrooms or outdoor event lighting.
(6) Industrial and related.
(a) Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use and regulations in Part III, the Land Development Code, chapter 4. *Borrow pits are prohibited on land zoned GMD prior to the adoption of the Commercial (Com) zoning.
(b) Microbreweries, microdistilleries, microwineries.
(7) Agricultural and related. Horses or other domesticated equines kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.
(8) Other uses.
a. Outdoor sales not among the permitted uses of the district.
b. Outdoor storage not among the permitted uses of the district, including outdoor storage of trailered boats and operable recreational vehicles, but no repair, overhaul, or salvage activities. All such storage shall be screened from residential uses and maintained to avoid nuisance conditions.
c. Self-storage facilities, including vehicle rental as an accessory use.
d. Structures of permitted uses exceeding the district structure height limit.
(d) Site and building requirements. The following site and building requirements apply to uses within the Commercial district:
(1) Density. A maximum density of 25 dwelling units per acre throughout the district. Lodging unit density not limited by zoning.
(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Commercial (C) future land use category and 2.0 within Mixed-Use Urban (MU-U).
(3) Structure height. A maximum structure height of 150 feet above adjacent grade.
(4) Lot area. No minimum lot area unless prescribed by use.
(5) Lot width. Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:
a. Single-family detached. Forty feet at the street right-of-way for single-family detached dwellings.
b. Two-family. Eighty feet at the street right-of-way for two-family dwellings.
c. Multi-family and other. Eighty feet at the street right-of-way for multi-family

dwellings, boarding or rooming houses, or townhouse groups. No minimum lot width required by zoning for other uses.
(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses.
(7) Structure setback. 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. Refer to chapters 4 and 5 for additional development regulations and standards.
(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).
(f) Rezoning to Commercial. Commercial zoning may be established only within the Mixed-Use Suburban (MU-S), Mixed-Use Urban (MU-U) or Commercial (C) future land use categories. The district is appropriate to provide transitions between areas zoned or used as high density mixed-use and areas zoned or used as heavy commercial or industrial. Rezoning to Commercial is subject to the same location criteria as any new non-residential use proposed within the Commercial district.
(Ord. No. 2015-56, § 4, 12-10-2015; Ord. No. 2016-02, § 2, 1-7-2016; 2016-31 § 1, 8-4-2016; Ord.
No. 2017-5, §,2, 1-5-20

FINDINGS

The request for rezoning of the southern parcel to Commercial is **not consistent** with the intent and purpose of the Land Development Code. Based on Sec. 4-7.16 Recreational Amenities, a subdivision or other residential development where a recreational amenity including but not limited to a golf course, swimming pool, club house our tennis courts, was anticipated as part of the subdivision or development regardless of whether the amenity was included in the subdivision plat, and that amenity abuts or is otherwise located adjacent to any portion of the subdivision, then should that amenity cease to be used for recreational purposes, it cannot be developed or used in a manner that is more intense than the most intense residential use in the subdivision.

As the two proposed parcels were part of the original ammenity, based on public records, Scenic Hills Country Club PB 4, P77, Parcel 1, once the proposed parcels are split from the golf course ammenity, the recreational use for those two parcels will cease to exist. Based on the language in Sec 4-7.16 of the LDC, the most intense use for the subdivision is MDR. Therefore, the proposed northern parcel request to MDR zoning would be **compatible** with the existing subdivision. The rezoning request to Commercial for the **southern parcel** will be more intense than the most intense residential use of the subdivision MDR, and therefore, **inconsistent** with the Land Development Code.

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

Based on the surveys provided by the applicant, signed and sealed on 1-3-2018, by David D. Glaze, Professional Surveyor, the northern parcel amendment is compatible with surrounding existing uses in the area, as the proposed zoning of MDR is the same as the approved original subdivision. Within the 500' radius area of the northern parcel, staff identified properties with zoning district MDR. There are thirty seven single-family residences, seventy one multi-family units, a Gulf Power owned parcel and a University of West Florida parcel.

The southern parcel amendment request is not compatible with the surrounding existing uses because it would not preserve the character and quality of residential neighborhood. Allowing the commercial zoning as requested would in-fact promote continuous strip commercial development along a major street, with the potential of creating negative influences on adjacent residential neighborhoods. Therefore, it would grant more intense uses, not compatible with the exclusive residential and recreational use of the original development. Within the 500' radius area of the southern parcel, staff identified properties with zoning districts, Rec, MDR, HDR and Commercial. Twenty six single-family residences, a portion of the parcel that contains the golf course amenity, one office complex, two vacant commercial properties, three commercial properties, one ECUA parcel and a park-forest parcel owned by Escambia County.

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 entire golf course parcel was part of the original subdivision plat and it is currently zoned Rec. Although the proposed southern parcel is located adjacent to existing commercial zoning, the current Rec zoning serves as a buffer between the intense uses off Nine Mile road and the residential development adjacent to the golf course. Some of the contiguous zoning is MDR, Rec and Com; therefore the proposed zoning does not represent a smooth transition between uses, in addition to contributing and promoting the continuation of strip commercial development on this area.

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

As it relates to the parcel to the north, the typical development is residential in nature and the request to MDR would allow for uses, densities and intensities already comparable to the existing development. The southern parcel, is located off Nine Mile road; the commercial development trend for Nine Mile road has focused on areas East and West from this parcel and located near the existing major intersections. PenAir Credit Union has been at this location on the south side on Nine Mile since 1996. No rezonings to surrounding properties since 2007. The development conditions of this section of Nine Mile have not drastically changed and the increase in density and intensity is not in the public interest.

Attachments

Working Case File

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2018-17
Applicant: Wiley C. "Buddy" Page, Agent for RNL Investment Group, LLC, Owner

Address: 8891 Burning Tree Rd
Property Size: 3.52 (+/-) acres

Northern Portion:
From: Rec, Recreation district (du density limited to vested development)
To: MDR, Medium Density residential (10 du/acre)
Southern Portion:
From: Rec, Recreation district (due density limited to vested development)
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 8th day of November 2018, commencing at approximately 10:32 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:
TIM PYLE, Acting Chair — District 2
REID RUSHING — At Large
WILLIAM CLAY — District 3
ERIC FEARS — District 4
PATTY HIGHTOWER — School Board
STEPHEN OPALENIK — Navy Representative

PLANNING BOARD STAFF PRESENT:
MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

KAYLA MEADOR
JUAN LEMOS
ALLYSON CAIN
JON FISHER
CALEB MACATEE
ANDREW HOLMER

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P R O C E E D I N G S

THE ACTING CHAIRMAN: On to the next case, is Z-2018- -- Let me make sure I have this correct. 17. Sequentially. I have them out of order.

All right. Just a few speakers.

(Laughter.)

THE ACTING CHAIRMAN: Mr. Lemos, go ahead.

MR. LEMOS: Good morning, Mr. Chairman, Board members.

Juan Lemos, Development Services Planner.

This is Rezoning Case Z-2018-17, of an address of 8891 Burning Tree Road.

And I will go through the -- I'm sorry. So these are two separate parcels. They are proposed --

THE ACTING CHAIRMAN: Let me just ask real quick --

MR. LEMOS: Yes, sir.

THE ACTING CHAIRMAN: -- if a notice of hearing was sent to all interested parties.

MS. MEADOR: Yes, sir.

THE ACTING CHAIRMAN: And was notice of hearing posted on the subject property?

MS. MEADOR: Yes, sir.
THE ACTING CHAIRMAN: Please go ahead, Mr. Lemos.
MR. LEMOS: So there were two separate --
SEVERAL BOARD MEMBERS SPEAKING SIMULTANEOUSLY: Ex parte.
THE ACTING CHAIRMAN: Very good. Thanks for keeping me in check.
Also want to make sure Board members have not had any ex parte communication and/or visited the property site.
MR. OPALENIK: No to all.
MS. HIGHTOWER: No to all.
THE ACTING CHAIRMAN: No as well.
MR. FEARS: No.
MR. CLAY: No to all.
MR. RUSHING: No to all.
THE ACTING CHAIRMAN: Mr. Lemos, please proceed. I'm sorry.
MR. LEMOS: Thank you, Mr. Chairman.
So this is, in fact, one parcel in its entirety. However, what they are proposing is a separation of two parcels from the original -- from the original parcel. That's just for your information. If you see the maps, you will

understand it easier, what I'm speaking about.
So we can go ahead and go through the -- through the photographs of the site. I did post two separate signs. These are two separate parcels on opposite sites.
This is a location map for the site itself. You can see the two, northern parcel and the southern parcel they're proposing to create out of the original golf course parcel.
This is the north -- the southern district for the existing zoning district for the parcel on the north, with the 500-foot radius zoning, which is identified as MDR.
And this is the southern parcel of Nine Mile Road, which is currently zoned recreational. And it is surrounded by MDR and commercial districts.
The future land-use category for the parcel on the north is mixed-use urban. And the future land use for the parcel on the south is also mixed-use -- mixed-use urban, with -- also with some commercial future land use on adjacent properties.
This is the existing land use for the parcel on the north, and the existing land use

for the parcel on the south side of Nine Mile Road.
Aerial photograph of the proposed parcel on the north side of the golf course, and the aerial photograph -- I'm sorry -- aerial map of the proposed parcel on the southern side of the golf course.
This is the public hearing sign posted on the north side of the parcel -- on the north side parcel.
This is looking southeast across from Burning Tree. This is -- The following photographs are all for the northern parcel.
So this is -- The next photograph is looking southwest along Burning Tree.
And looking towards the northeast along Burning Tree.
And this is looking north at the proposed parcel area.
This is the public hearing sign posted on the south side parcel of Nine Mile Road.
And this is looking east on Nine Mile Road.
Looking west also on Nine Mile Road.
Looking south across Nine Mile Road.

Looking north onto the parcel from Nine Mile Road.
Looking southwest across Nine Mile Road. That's been their Federal Credit headquarters, for those of you that are familiar with the area.
And that concludes the photographs and the maps for this case.
THE ACTING CHAIRMAN: Very good.
Will the applicant please come forward. State your name, address and whatever's necessary.
Mr. Page.

- - -

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

- - -

MR. PAGE: Mr. Chairman, Buddy Page, 5337 Hamilton Lane in Pace, Florida, representing RNL Investment, Scenic Hills Country Club.
THE ACTING CHAIRMAN: And you've received a copy of the rezoning hearing package and findings of fact?
MR. PAGE: I have.
THE ACTING CHAIRMAN: And do you also

understand you have the burden of providing by substantial, competent evidence that the proposed rezoning is consistent with the Comprehensive Plan?

MR. PAGE: I do.

THE ACTING CHAIRMAN: Meets the goals, objectives, and policies of the Comprehensive Plan, and is not in conflict with any portion of the county's Land Development Code?

MR. PAGE: I do.

THE ACTING CHAIRMAN: Please proceed.

MR. PAGE: Thank you, Mr. Chairman.

I think for the benefit of the Board, it might be well, Mr. Chairman, to hear a little bit of the background on how we got to this point.

And for that reason, I'd like to call Mr. Leo Lynne, who's one of the owners of Scenic Hills Country Club, to come forward and give a brief overview.

THE ACTING CHAIRMAN: Mr. Lynne, if you'll state your name and address, and please be sworn in.

LEO LYNNE, upon being duly sworn, was examined and testified as follows:

MR. LYNNE: Good morning.

My name is Leo Lynne. I live at 8800 Thunderbird Drive, Pensacola, Florida 32514, also on the number 10 hole of the Scenic Hills Country Club Golf Course.

My personal background: Briefly, I came into the commercial finance industry where I was a principal in two different commercial lenders.

Also have some experience in the hospitality industry through charter yachting down in the Caribbean.

When asked about 14 months ago when we embarked on this project, when asked to become a member of the purchasing group with my partners, we researched heavily all the financials, prior financials, prior year financials.

The club's been there for 60 years. Has gone through many transitions. We looked through all those financials, met with current members, met with past members; went door to door to the community to understand what

everyone felt that had worked and would continue to work, what they desired and what they needed.

I overlaid that with extensive industry research as to the ever-changing -- especially in recent years, changing needs and demands of what would keep a golf course and country club relevant.

Hoped we could last another 60 years. And they all pointed to the same thing, that a golf course and a restaurant, if you run it as best you can, it's going to be a break-even proposition.

It's the amenities, that I could list as the pool, the racquet sports, fitness center, kids' rooms, card rooms. These are what create that country club, bring back what they had, and it's about the family, not the -- potentially, you know, the aging male golfer.

It is about the family. It's being family-centric and bringing that family back in for extended periods to try to make it a family experience, not just the golfers' experience.

So the development of those amenities is what we promised the members and the community. And those developments would be right on the

current footprint of the -- you know, the property that we have now, so it would have no effect on the golf course.

To support the capital improvements and requirements, we met with Mr. Page to ensure -- and met with him for many months, to ensure that we would meet all the criteria that are necessary. And I'm sure he's going to go into detail on that.

Additionally, we consulted with Jerry Pate, who we probably all know is our expert of -- the local golf expert to golf design. He came out and met with us.

They came out -- His company came out and met with us and reviewed our plans, and also firmly believe that the changes that we would make to the golf course as a result would certainly improve the golf course significantly.

So the extended vision of what we're looking to do with these two properties, again, it's all consistent with the develop -- future development, the survival, and the continued success of the golf course and the local community.

The southern lot that we'll be talking

about, again, our intentions there would be down the line to put some luxury accommodations there that would allow us to become a golf destination. We get that request I don't know how many times a week. It's certainly a very prevalent request.

It would allow us to have accommodation for our increased wedding business, which is certainly an area -- a business unit of the -- of the country club that does have some revenue potential.

Also for our golf tournaments. And let's not forget our biggest neighbor, UWF and their growth potential.

The northern parcel. Again, the plans there would be, as we look at another -- our community that's built -- homes built in the '50s and the '60s, they're very large homes.

Many of the community, why the community is so strong, actually why I bought my house there, was because folks have been there for 40 and 50 years. And some of those folks will be here speaking today.

Again, being there that long, as you can probably imagine, you need some new infusion for

those homes, would be redeveloped, renovated, made current.

So our plan would be to, in the southern lot, build smaller executive homes that would be turnkey and very attractive for our aging community, that they would be able to still stay in the community. They would move over closer to the amenities of the golf course, the walking distance, golf cart distance right to the restaurant, the pool, and everything else that we're looking to build.

This is obviously a double benefit. These properties would be, again, very high end. We would certainly be elevating properties' values by building those units.

And, again, it would free up these larger 4 or 5,000 square-foot homes for the younger families that are -- We know how many are moving six-and-a-half miles away down at Navy Federal. Let them come in and choose Scenic Hills to be their future for their family.

You know, it's the fear of uncertainty, I guess, is why -- The fear of the unknown is probably why we have these meetings.

And I just ask everyone to consider:

We've been here 14 months. We purchased the golf course in a state of disrepair. There was very little community there.

The president of the university was very clear when she announced our purchase, that they were losing close to 250, $300,000 a year for several years.

We have turned the club to an operational breakeven, which is, like I say, if you look at the industry guides, that's -- we're doing pretty well.

But we are going to be capped out at that if we cannot add some of these new amenities and bring back the entire community, which is our plan.

I would simply say -- I think you've noticed that we -- You've mentioned that we do have quite a few supporters here today.

Unfortunately, quite a few had to leave due to work commitments and such. I thought it might be -- just quickly, if our supporters maybe would just stand, and you can see who is here, as they may have to leave.

Want to thank everybody for being here. We also have some great speakers, I think, who

will hopefully verify and support what we're looking to do.

I appreciate your time. Thank you.

(Applause.)

THE ACTING CHAIRMAN: It's good to know, from this vantage point. We don't know if you're rabidly for or against.

(Laughter)

THE ACTING CHAIRMAN: Go ahead, Mr. Page.

MR. PAGE: Mr. Chairman, Criterion A that we have listed, consistency with the Comprehensive Plan, the staff findings as stated in the package shows that they are consistent with that plan.

Under Criterion B, consistency with the Land Development Code. There are a number of comments that the staff has in terms of Item B.

The requested rezoning of the southern parcel to commercial is not consistent with the intent or purpose of the Land Development Code.

It says that recreational amenities, subdivision, or other residential development where a recreational amenity, including but not limited to, golf courses, swimming pools, clubhouses, or tennis courts was anticipated.

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And it goes on to say that if any of those are discontinued, you can only do intense development limited to the residential use, the most intense residential use in the subdivision.

Mr. Chairman, our position on this is that the amenity that Scenic Hills Country Club has is golf. They have 18 holes of golf.

These two requested amenities or these two requested projects will not affect reducing or eliminating any of those amenities.

The golf holes that are close to both of these sites will continue to be there, so we would maintain that this particular section, Section 4-7.16, recreational amenities, the loss thereof, doesn't apply in this case because we're not losing anything.

And then, Mr. Chairman, under criteria -- or compatible. Let me go back to compatibility with surrounding uses before I move to D.

It talks here about . . . stating that it is not compatible. The southern portion I'm speaking to here.

The southern portion is not compatible with the surrounding existing uses because it would not preserve the character and quality of

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the residential neighborhood.

And if we could, Mr. Chairman, if we could go back to the existing land-use aerial overhead, the one in color, if you have that.

THE ACTING CHAIRMAN: Number 50, I think. The color. I think number 50 is what he's looking for.

MS. MEADOR: Slide 50.

THE ACTING CHAIRMAN: Slide 50.

MR. PAGE: Rezoning -- or the existing zoning.

Mr. Chairman, if you take a look at this particular overhead, you see that the southwest corner's outlined as recreation.

It is next door to a large component of commercial. If you look across the street, there is a considerable amount of commercial. If you look to the first roadway to the east bounding the property, it's all commercial.

The notion that the southern portion or parcel is not compatible with the surrounding existing uses I find a very curious finding on the part of the staff analysis here.

I think we can look right up here and say that it would most certainly be compatible with

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what we have next door, and across the street, and down the way.

And it also goes on to say that it would create a negative influence on adjacent residential neighborhoods.

Mr. Chairman, right across the street is Walmart. It was one of the most recent things that's been constructed out that way.

And you will see that it backs up to several lots within Wood Run Subdivision. So how would that create a negative influence on the north side of Nine Mile Road, when evidently there was no concern or consideration for that on the south side?

We're requesting to be able to do the same thing on the north that we're doing on the south.

I would also point out that negative influences on adjacent residential neighborhoods, if you look to the west of this site at the next intersection, Fox Run is one of the nicer subdivisions out that way. Its entranceway is right on Nine Mile Road just one intersection west of this particular site.

And there's a brand new -- I don't know if

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it's three, four or five stories, but it's the Central Credit Union facility that's gone in there, approved by the county. That's right at the entranceway into Fox Run.

If there is concern about negative influences on adjacent residential areas, maybe it's a just-found finding that certainly wasn't there when all these things were coming into play.

And I would also add that just off of this map, on the lower -- where it says "HC/LI" in the slightly purple color, Baron Miller Road, the south -- or the northeast corner of that intersection, there's a brand new residential strip center that's gone in there that has any number -- I think it totals about six retail units that have just been completed. I think five of them are completed. They still have two out parcels that are vacant and can be developed.

So the notion that we're not compatible with something in the area by introducing a new commercial parcel in this area is difficult to understand how that finding can be made with a serious straight face, Mr. Chairman.

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Criterion D, appropriate if spot zoning. Conclusion of the staff is that it would not be -- it would not -- the parcel, the golf course, promote a continuation of strip commercial.

They also state in here that if you -- you are continuing a strip commercial in this particular area, somehow that does not fit in with the area.

As I've just pointed out, all of the commercial that's going in on Nine Mile Road right now, especially these six units that have just been approved within the past 10 or 12 months, they're not even all open at this point. That's a strip commercial that's one street removed to the east from this particular site.

How can our proposal be different than these four or five things that are already there, Mr. Chairman?

And finally, Criterion D, appropriate with changed conditions. There's indications on here that the development conditions along Scenic -- along a section of Nine Mile Road have not drastically changed. And the increase in density and intensity is not in the public

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interest.

Mr. Chairman, not -- density and intensity increases are not in the public interest. That is an astounding declaration, coming from a county and a planning department whose very existence is to review applications that come in that are going to have an impact on intensity and density.

I do this in a number of other counties. I can tell you that in Walton County, they have a staff at least three times what we have here in Escambia.

They welcome, apparently, all of the applications for change in density and intensity down that way that they can.

We're working right now on a five-story condominium, the Azura on Highway 30A. We're number 23 next week on the agenda down that way.

We have 20 other -- 22 other projects that are ahead of us down that way. They are embracing, evidently, changes on density and intensity.

I also have a project just finished over in Holmes County, way to the east of us. They don't even have a planning department.

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A Dollar General store over in that area was handled strictly by the county commission chairman. They don't have people coming through the doors over there asking for development patterns that will increase density and intensity.

I would suggest to you that if this is the -- if this is going to be the review pattern, that density and intensity is not in the public interest, I would suggest that the county's $1.2 million that they are giving to Florida Economic Development for the Western Panhandle, they need to study this. If they're going to go out and spend that kind of money to attract industry and jobs, and so forth, and we have a review that's going to say that that type of density and intensity is not in the public interest, I think they need to be forewarned of that type of review possibility that they can come up with.

Mr. Chairman, in the area out in -- where we are, there's a Dodge's new convenience store. I think everyone knows where Dodge's is on Nine Mile Road.

There's the new Central Credit Union that

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I mentioned. The Walmart directly across the street, did they particularly get a density and intensity that's not in the public interest when they reviewed that?

That building is 48,970 square feet of retail space that created jobs certainly is going to have an intensity and density impact in that area. But it was approved.

I'm not sure that -- that now that we present this, somehow there may be a different review for this particular application.

Mr. Chairman, I would suggest to you that we feel that we meet all of the criteria. We are not diminishing any amenity. The golf course, the golf links. They're still going to be 18 of them in the area.

We think that particular clause, which is a copy of County Ordinance 2016-10, does not apply in this particular instance because we're not diminishing or removing or doing away with any of those amenities.

And that's going to be, Mr. Chairman, I would suggest, a decision, once we finish up with this, that the Board's going to have to determine, is the development proposal on these

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two parcels taking away a golf amenity at Scenic Hills Country Club?

Mr. Chairman, with those comments, I'll be happy to entertain any questions of the Board.

THE ACTING CHAIRMAN: Board, do you have any questions for Mr. Page?

(No response.)

THE ACTING CHAIRMAN: Hearing none, thank you, Mr. Page.

And, staff, would you like to make your presentation, Mr. Lemos?

MR. LEMOS: Again, Juan Lemos, Development Services Planner.

On the Criterion A, the proposed amendment to medium-density residential and commercial is consistent with the intent and purpose of the future land-use category mixed-use urban, as stated in Comprehensive Plan Future Land Use 1.3.1.

The future land-use category is intended for an intense mix of residential and nonresidential uses, while promoting compatible infill development.

The parcels identified will use established public roads, utilities, and service

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infrastructure, satisfying the requirements on the future land use 1.5.1.

The mixed-use urban future land-use map category is also identified in the Comprehensive Plan under Future Land Use 2.1.2 to accommodate residential rezoning.

Under Criterion B, the request for rezoning of the southern parcel to commercial is not consistent with the intent and purpose of the Land Development Code.

Based on Section 4-7.16, recreational amenities, a subdivision or other residential development with a recreational amenity, including but not limited to a golf course, swimming pool, clubhouse or tennis courts was anticipated as part of the subdivision or development regardless of whether the amenity was included in the subdivision plot, and the amenity abuts or is otherwise located adjacent to any portion of the subdivision, then should that amenity cease to be used for recreational purposes, it cannot be developed or used in a manner that is more intense than the most intense residential use of the subdivision.

As the two proposed parcels were part of

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the original amenity, based on public records, Scenic Hills Country Club, plat book 4, page 77, parcel 1, one of the proposed parcels, once the proposed parcels are split from the golf course amenity, the recreational use for those two parcels will cease to exist.

Based on the language of Section 4-7.16 of the LDC, the most intense use for the subdivision is MDR. Therefore, the proposed northern parcel request to MDR zoning would be compatible with existing subdivision.

The rezoning request to commercial for the southern parcel will be more intense than the most intense residential use of the subdivision MDR and therefore inconsistent with the Land Development Code.

Criterion C. Based on the surveys provided by the applicant, signed and sealed on 1/3/2018 by David D. Glaze, professional surveyor, the northern parcel amendment is compatible with the surrounding existing uses in the area, as the proposed zoning of MDR is the same as the approved original subdivision.

Within the 500-foot radius area of the northern parcel, the staff identified properties

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with zoning district MDR.

There are 37 single-family residences, 71 multifamily units, a Gulf Power owned parcel, and a University of West Florida parcel.

The southern parcel amendment request is not compatible with the surrounding existing uses because it will not preserve the character and quality of residential -- of the residential neighborhood.

Allowing the commercial zoning as requested will in fact promote continuous street commercial development along a major street, with the potential of creating negative influences on adjacent residential neighborhoods.

Therefore, it will grant more intense uses not compatible with exclusive residential and recreational use of the original development.

Within the 500-foot radius area of the southern parcel, staff identified properties with zoning districts Rec, MDR, HDR and Commercial.

26 single-family residences, a portion of the parcel that contains the golf course amenity, one office complex, two vacant --

vacant commercial properties, three commercial properties, one ECUA parcel, and a park-forest parcel owned by Escambia County.

Criterion D, the entire golf course parcel was part of the original subdivision plot and it is currently zoned Rec. Although the proposed southern parcel is located adjacent to commercial zoning, the current Rec. zoning serves as a buffer between the intense use of Nine Mile Road and the residential development adjacent to the golf course.

Some of the continuous zoning is MDR, Rec. and commercial. Therefore, the proposed zoning does not represent a smooth transition between uses, in addition to contributing and promoting the continuation of a strip commercial development on this area.

Criteria E, as it relates to the parcel to the north, the typical development is residential in nature, and the request to MDR will allow for uses, densities and intensities already comparable to the existing development.

The southern parcel is located off Nine Mile Road. The commercial development trend for Nine Mile Road has focused on areas east and

west from this parcel and located near existing major intersections.

PenAir Credit Union has been at this location on the south side on Nine Mile Road since 1996. No rezonings to surrounding properties since 2007. The development conditions of this section of Nine Mile have not drastically changed and increasing density and intensity is not in the public interest.

And that concludes the staff findings.

THE ACTING CHAIRMAN: Thank you, Mr. Lemos.

And I'd like to basically take just a second. So the folks sitting out there are going, "Hold on a second."

Mr. Page just took the county to task explaining primarily why this -- why he differs in the opinion of the county. And I think primarily he did so based upon the usage or intended usage.

The county's job is basically not to look at the -- They don't get the privilege to speak with the applicant, as far as what they plan on doing nor do they get to take that into consideration, just like ourselves.

We have to think: Say this has changed and then sold, turn hands tomorrow. Then what could they put there? So that's why there's a big contrast here.

Personally I appreciate the county being like the rabid dog, protecting what recreational areas we have. There aren't a lot of them. I just wanted to try to understand why there's probably a disconnect.

Now, typically, when an applicant does a good job of getting public input, he would have the type of response apparently shown here today.

I just wanted to -- It would seem to me a little bit confusing hearing Mr. Page's presentation and the county's.

That being said, I want to go straight into public comment. And be patient. We have -- You each have three minutes. If you would, please put up on -- the areas that they -- the six areas, please.

I want to remind you that our job is to take your comments into the criteria alone, based upon this. You have three minutes.

Just because you have it doesn't

necessarily mean that you have to take all three minutes. If you have a resounding sentiment of either for, and you can say you're for and move on.

This will allow you the ability to express that same opinion, if and when it goes to the Board of County Commissioners, if necessary.

That being said, I'll start with Mr. Mark Lewis. If you'll please come up, state your name, be sworn in, and provide your address, please.

UNIDENTIFIED VOICE: Mr. Lewis had to go back to work, sir.

THE ACTING CHAIRMAN: Very good.

And Larry Downs, Jr. Please come forward. I could almost recite your speech.

MR. DOWNS: Remember, it's the only place where there's freedom here in this county.

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LARRY DOWNS, JR., having been previously duly sworn, was examined and testified as follows:

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MR. DOWNS: 12156 Havburg Drive. Larry Downs, Jr., Pensacola, Florida.

I'm for this rezoning, of course. And it's real simple. I don't know if you ever looked around the country, but these golf courses around the country, unless the county or the city takes them over, they are -- they're not sustainable anymore, so you have to do things like this to make it work.

So I believe the Chair just said that -- you know, that our staff is trying to protect our rec. areas.

Well, what better way to protect this recreational area than to allow other activities to support it? I mean, otherwise you're going to have fields that aren't cut.

Sooner or later, there's going to be people that aren't interested in trying to keep these places afloat.

I mean, who wants to do it if it's going to be a break-even thing? And I'm surprised they're even able to make it break even right now. So I believe this rezoning will help them keep that golf course there.

And, again, we go back to property rights. You know. You could say that over and over. What if? What's the next person going to use it

for?

So what? So what? I mean, how did we make it through hundreds of years in this country with prosperity without this nonsense, without Florida West? Tell you that. Without taking our money and giving it to other businesses who were coming into town, like Mr. Page said.

I mean, our County Commissioners want businesses in town. They want them to come from other countries, even. And then we up here with a conundrum.

How do you -- We don't want the density, you know, to go up. Well, how can you have one without the other? So this is a golf course that has an opportunity to stay afloat with these changes.

So I'm not going to use all my time, but I'm for it.

Thank you.

THE ACTING CHAIRMAN: Thank you, sir.

Mr. Robert Wilcox.

State your name and address and be sworn in, sir. Thank you.

MR. WILCOX: My name is Bob Wilcox. My

address is 9756 Quail Hollow Court, Pensacola, Florida.

ROBERT WILCOX, upon being duly sworn, was examined and testified as follows:

THE WITNESS: First I'd like to say I support the golf course. And Scenic Hills has done an excellent job. They're great neighbors. And new management has done a fantastic job.

I also do not have any opinion on the north zoning at all. I represent -- I'm the president of the Woodlands Association. We have 72 homes, which is -- It's fairly adjacent to the south zoning.

And we are opposed to the change to the south zoning, basically based on the criteria as outlined by the staff in Criterion B and C. And that's about it.

THE ACTING CHAIRMAN: Thank you.

Prudence Coonan.

PRUDENCE COONAN, upon being duly sworn, was examined and testified as follows:

MS. COONAN: My name is Prudence Coonan. And I live at 8693 Meadowbrook Drive in Scenic Hills. And I've lived there for 14 years.

And you might think that this room is full of people that oppose the development and the rezoning, but you would be surprised to find that we are in favor of it. Okay.

As has been previously stated, the new owners have done a fantastic job of taking over the golf course and making it as profitable as it can be right now.

In doing so, they have preserved all of our property values. They have prevented that golf course from turning into a motocross track by the other people just walking away from the golf course.

I think that their planned usage is definitely consistent with what we need. What we're talking about on Nine Mile Road, if you drive down Nine Mile Road, you notice all of the commercial development. What they're talking about is nothing different than is going on all over Nine Mile Road.

Now, as a single person, I'm looking forward to the possibility of a patio home in

the northern section of that. I don't want to leave Scenic Hills. It's a wonderful community. And that would enable some of the elderly long-term residents to be able to stay there. So I'm hoping that you will approve the zoning request.

Thank you.

THE ACTING CHAIRMAN: Thank you.

(Applause.)

THE ACTING CHAIRMAN:

Thank you, Ms. Coonan.

Justin Wilson.

UNIDENTIFIED VOICE: Mr. Wilson had to leave to go back to work, sir.

THE ACTING CHAIRMAN: All right.

James Capers. And I'll apologize if I butcher his name.

Mr. Capers, will you come up and give your name and address and be sworn in.

JAMES CAPERS, upon being duly sworn, was examined and testified as follows:

MR. CAPERS: My name is James Capers, 9960 Windy Hill Road.

I obtained my membership at Scenic Hills Country Club the Monday of the new ownership when they took over 14 months ago.

And I can absolutely say that the changes that have been made are unbelievable, that the effort that is put forth every day to increase the state of the club and the quality of everything that is there is second to none.

Having been a business owner for the last nine years, I think these steps that need to be taken are the only logical ones.

I think this is the progress of growth that not only the club needs, but our community needs.

Thank you.

THE ACTING CHAIRMAN: Thank you, sir.

(Applause.)

THE ACTING CHAIRMAN: Brandon Nelson.

State your name, address and be sworn in, please.

BRANDON NELSON, upon being duly sworn, was examined and testified as follows:

MR. NELSON: Hi. I'm Brandon Nelson. I

live at 8634 Meadowbrook Drive on number 12 and 13 of Scenic Hills Golf Course.

I've lived there for seven years. I've been a member at Scenic Hills for the same amount of time. And I'm actually currently employed there.

I have just been through this whole journey of the golf course. And I've seen it in bad times and good times. And we . . . I, like -- just as a member and as a staff member, we have tons of just people wanting different amenities and want to see the growth of Scenic Hills. And I think that these proposed changes will help with the growth of the club.

So thank you.

(Applause.)

THE ACTING CHAIRMAN: Thank you, sir.

George Grover.

You know the drill.

GEORGE GROVER, upon being duly sworn, was examined and testified as follows:

MR. GROVER: George Grover, 991 Perdido Road, Cantonment, Florida.

I'm not -- I've been a member at Scenic for about three years now.

And the guys that purchased the place a little over a year ago, you can see that the money they have put into the course, the improvement of the course -- And I agree with them that the ideas that they have, what they want to do for the future to improve. And I'm for it.

Thank you.

(Applause.)

THE ACTING CHAIRMAN: Daniel Herman.

UNIDENTIFIED VOICE: Mr. Herman had to go back to work, sir.

THE ACTING CHAIRMAN: Derrick Johnson.

DERRICK JOHNSON, upon being duly sworn, was examined and testified as follows:

MR. JOHNSON: Good morning. I'm Derrick Johnson. I live at 2544 Rosedown Drive, Cantonment, Florida.

I've been a member of Scenic Hills now for 10 years. I'm retired Army, 24 years.

(Applause.)

MR. JOHNSON: And one thing that you look for when you're retiring is a community that will accept you.

There's a lot of veterans out there that really have issues. And what I've noticed with the Scenic Hills community is a very welcoming community for military personnel.

And my job out there is to try and bring those guys out to be with us because I look at golf differently than others.

I look at it as a way for fellowship, number one. Number two is a challenge, which all of us need every day.

Number three is a place that you can get exercise.

So those three things are the challenge -- are the priorities in my decision of being a golfer in general.

And I think that the same applies to a lot of these people out here and a lot of people that live in the community.

Now, going back to -- going over everything that's been discussed by Mr. Page -- I don't want to go into that because he did such a wonderful job.

I want to give him a hand.

(Applause.)

MR. JOHNSON: He laid out all of the pluses and minuses and whys.

And in my opinion, as being a logistician, I could not see anything that -- no reason why this project would not be approved. I just can't see it from my point. I might have missed -- I might have missed something, but I cannot today see why this shouldn't move forward.

The integrity and the demeanor of the owners is unreal. They -- When you walk in the door, it's like you're at home. Okay. This community needs them.

Now, I'm going to ask you today before I end is, if you have a real live one, a community member that has some initiative to do something good, I hope that you support that effort and don't stifle their initiative.

Thank you.

(Applause.)

THE ACTING CHAIRMAN: Thank you.

All right. I believe it's Sarah Katis.

SARAH KATIS, upon being duly sworn, was examined and testified as follows:

MS. KATIS: My name is Sarah Katis. I live at 10442 Tam O'Shanter Road, Pensacola, Florida.

I lived in Scenic Hills for many, many years. Had been a member of Scenic Hills Country Club since 19 . . . I'm not even going to say that because it's going to date me, but it's been many, many years.

My daughter was a golfer. Got a golf scholarship. During the summers, they would swim. Had a team lounge. We could all do that. It was a community.

It was things for young people to do. It was things for the elderly to do, the older people to do. And now as we are more aging, we might not be able to play golf all the time, and we need other things to do.

So I am very much in favor of all the things that our new owners are planning to do. I think it's going to make it a great community by having all of these amenities.

Thank you.

(Applause.)

THE ACTING CHAIRMAN: Thank you, ma'am.

Ron Edwards.

RON EDWARDS, upon being duly sworn, was examined and testified as follows:

MR. EDWARDS: Well, I thought when I signed that pink form that my role was . . . When they said, "Do you approve this?" You stand up.

I didn't realize I was going to be giving a speech, but it will be short.

I agree with everything that has been said. I moved to Pensacola about a year ago from Houston. I'm a developer myself. Worked for a development company.

And we will be promoting a lot of the things that are going on in Pensacola, but I've lived on the 17th hole at Scenic Hills and got very intimate with the management from the very beginning there.

And I am not only glad that they're making a go of it and breaking even, but I would point

out the vision that these guys have for Scenic Hills and for Pensacola, I might add. And so they have done their homework.

And not being in the, quote, sell side of real estate, I would tell you that if you're standing on the Nine Mile portion of the course, you would not believe the development.

This strip center that Mr. Page mentioned -- I mean, I could throw a rock from one of the greens to that, to Village Inn and then the adjacent strip center. There's, you know, commercial on both sides.

And what Leo and the management are proposing is just a total upgrade. And they see the vision of just beyond recreation. It's going to be a training facility. It's going to be bringing youth.

We support the First Tee group, that we have a group of young kids that come there every week with their parents, you know, training these youngsters how to play golf. And it's not just golf and exercise. It's a lifestyle.

So I totally support this, and I hope you guys do the same thing.

8598 Meadowbrook Drive, overlooking the

17th tee.

(Applause.)

THE ACTING CHAIRMAN: Jeff Pierce.

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JEFF PIERCE, upon being duly sworn, was examined and testified as follows:

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MR. PIERCE: I'm Jeff Pierce, 4520 Forest Breeze Court, Pace, Florida.

I just want to say that the . . . I'm definitely for this. I live 10 minutes from a golf course over in Pace, but I'm a member at Scenic Hills Country Club for a reason.

I've gotten to know the owners, the management. Every day I walk in that place I feel welcomed. My family feels welcomed.

I'm a business owner. I'm a father of three children. To be able to make these changes, I think we can all agree that change is certainly inevitable. A lot of times you have to adapt to change.

I'm sure there's a few people that are against this, but we don't use rotary telephones anymore. We all got those cute, fun Smart phones follow you wherever you go.

The fact that they're going to be able to bring this vision, bring this development into a community like that, it's certainly going to add revenue to my business.

It's going to allow me to -- to -- like Derrick had said, have more camaraderie, meet more people, create a place for my family to go, to spend more time with my family. We're all busy nowadays. And you want to be able to go to a specific place, spend time with your family, meet people, do more business, and basically just have something you can go to that you can count on that's not going to go anywhere.

I mean, you can go way out off Babylon Boulevard and just look at the Moors. I don't want to pass Nine Mile Road and see a cow pasture.

I want to see a sustainable place that's going to create more revenue, add more jobs, bring value to families, young families, young business owners like myself, and have a place that you can go to that you're going to enjoy that you know is going to be there.

So I'm certainly for it. Thank you.

(Applause.)

THE ACTING CHAIRMAN: Vera Price.

State your name and address and be sworn in.

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VERLA PRICE, upon being duly sworn, was examined and testified as follows:

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MS. PRICE: It's actually Verla Price, spelled V-e-r-l-a, Price.

I am speaking as a resident and also as a business owner in the area. I'll start with business.

I am the associate publisher of VIP Pensacola Magazine. Part of my position with the company is to research and find new markets for me to open our magazine up.

And when I came to Pensacola three years ago, part of what I looked for was a market, a county that was excelling and doing well. And that is why I moved that time three years ago into this market and opened the magazine.

I actually live in Wood Run, as he spoke of, across the street. As a resident of Wood Run, I'd much rather see that new development on the other side of the road with new hotels than

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I would see Walmart in my back yard. But that is just development and that is just growth patterns.

As far as Scenic Hills goes, I'm a member of the country club. And I go there all the time. I do not golf, so I go there to have lunch or dinner or to go to some of the events that they have.

I would much rather see a new swimming pool and tennis court, and things like that, being developed since I don't golf.

But when we talked earlier and we were showing the slides and we were saying we wanted to keep it as residential on one side and whatnot, it doesn't make any sense to box in one business that is trying to grow.

And when we say they're trying to move from the recreational, we're not. They're trying to add more to the recreational area there, as in the swimming and the tennis and all that.

So I would like to support it. I would like to have my name on record as support, and I'd also like to end with: The company being owned by the new owners in the last year and a

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half have been voted in by the residents of this market not only Best of the Bay but also Best in Pensacola.

They're trying hard. They're working hard. I think we should support them.

THE COURT REPORTER: Before you leave, please give your address.

MS. PRICE: 9001 Wood Run Road.

THE ACTING CHAIRMAN: John McDonald. Again, your name and address and be sworn in.

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JOHN McDONALD, upon being duly sworn, was examined and testified as follows:

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MR. McDONALD: My name is John McDonald, 8521 Happy Valley Trail, Pensacola, Florida 32514.

I'm here to agree with Scenic Hills. I think they should be able to grow, and I think they should be able to provide the amenities that they wanted to.

My family comes from a long history of being at Scenic Hills. My grandfather-in-law, who just passed away five days ago, was one of the original presidents of Scenic Hills Country

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Club. He was very distraught to see how the club was run the years prior to this group coming in.

I was able to bring him through and show him the club and tell him how the greens were being taken care of. He was elated. This group of people are some of the most outstanding group of individuals you'll ever meet.

Their integrity is second to none. They do what they say. They only want to provide something better for the community.

I don't live there. I'm looking for a home there, so I hope they build homes there because I've got a young child who loves to swim. I hope to get her into tennis and golf.

So I agree that they should be able to, you know, upgrade the whole course and allow things to happen.

Thank you.

(Applause.)

THE ACTING CHAIRMAN: We heard from Mr. Page.

Tom Heffernan.

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TOM HEFFERNAN, upon being duly sworn, was examined and testified as follows:

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THE ACTING CHAIRMAN: Give your address, sir.

MR. HEFFERNAN: Good morning. My name is Tom Heffernan. I live at 2347 Greenbrier Boulevard 32514. Happen to be on the 9th hole at Scenic Hills Country Club.

I think you all know either from the slides or from your personal experience, you know, a little bit about Scenic Hills. And you know what the corridor on Nine Mile Road looks like.

When you drive in Scenic Hills, it's a little bit of an oasis. It's green land, as you'll see in the slides.

I'd like the aerial, please, of the northern property involved. The aerial. Yeah. Great. Okay.

So I want to talk a little bit about compatibility. What I look for -- I'm that old golfer -- I'm that old golfer that's out in front of you. And I hope to be doing that a few

more years, but you never know.
So I evaluate progress, if you will, on what effect it has on the golf course because that's my main focus at this particular little country club.
And let me stop there and tell you that I don't disagree with all the evaluations of what the new owners, Jeremy and Leo and a fellow named Damian who doesn't live here, what they've done. They've pulled the club out of a hole. They're breaking even.
And yet, I want to talk about compatibility. Do you have these pictures? Same -- On your computers. Okay.
The property outlined here is seven-and-a-half acres, roughly, that is proposed to go to MDR. Right now it's an integral part of the golf course, in my mind. It is the practice range. What's the practice ground for?
Well, that's where we take the first-tee people when we want to teach them some golf. That's where people like me warm up, hit another bag of balls, just sure that the secret to golf is in this next bag. It never is. But you can

see it's an active part -- and I say an integral part -- of the golf course. And I think it should stay that way.
So I know that the findings say it's okay for MDR, because if you look at the left side of it, of a thing called the Villas that used to be part of the country club, was built some years back and took away from some of the practice ground.
If this goes to the MDR as requested, the hole, which is number 9 -- you see the green there to the right -- will be rebuilt. It will be a straight hole.
And I appreciate what people say, is that the course will be improved, it will be this and that. It will be changed significantly. This is a very difficult, hated par four hole. But if you do well on it someday during the season -- My time is up?
(Laughter.)
THE ACTING CHAIRMAN: Yes, sir.
MR. HEFFERNAN: I'm sorry.
So anyway, what you have here is rec land, recreational land. And if you look at your Land Development Code, you'll see that it is the

intent of the code to protect recreational land. And it even says in that part that it's encouraged to not allow housing to go into that land.
So I would go a step beyond what the staff says here. I would like this property to remain as recreational and be what it is.
Could we look at the south property, if you'll let me have a minute?
THE ACTING CHAIRMAN: Just finish up your thought, sir. That would be great.
MR. HEFFERNAN: That's fast. Three minutes is a long time unless you're holding your breath.
So I . . . The staff findings here -- And I don't know if this Board has the authority or -- to get past the way it was platted some 60 years ago.
I don't know if J.B. Hopkins and those folks foresaw this, but it seems pretty clear that the highest it can go to is minimum density residential, not commercial, if you follow the rules.
Again, if this is changed, two holes have to be built, again shortening the holes. And

it's a matter of opinion whether it's good or better -- better or -- or worse.
Now, having said all that, again, I appreciate what the owners have done. I don't expect any applause.
(Laughter.)
MR. HEFFERNAN: And I hope you'll come out to Scenic Hills, have lunch, have dinner, maybe hit the ball around.
And I appreciate you for your time.
THE ACTING CHAIRMAN: Thank you, sir.
(Light applause.)
THE ACTING CHAIRMAN: Gary Buffington.
State your name and address and be sworn in.

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GARY BUFFINGTON, upon being duly sworn, was examined and testified as follows:

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MR. BUFFINGTON: I'm Gary Buffington. I live at 2357 Greenbrier Boulevard in Pensacola. That's on the ninth fairway of Scenic Hills Country Club.
Let me put my cell phone -- Smartphone down here. Not a rotary.

This is my first Planning Board meeting. And I appreciate the work you're doing. And I'm impressed.

I'm not here to lecture the Board but to ask for you to make a decision based on your criteria.

Now, I also echo the positive responses about the new ownership. Nobody could do a better job than they've done. Nobody could be more congenial, but I don't agree with this application for changing zoning of our property.

I've lived in the Scenic Hills Subdivision for 42 years. And before privatization, I was on the country club board of directors. I was golf chairman. I was the founding president of the Men's Golf Association.

I was assistant chairman of the Grounds and Greens Maintenance Committee. I was on the Scenic Home -- Hills Homeowners Association and was Chairman of the Covenant and Restrictions Committee that had to do with property, building codes, and maintenance, so I think I have some knowledge about our area.

The property we're discussing is the Scenic Hills Country Club on Nine Mile Road.

It's been zoned recreational for 60 years.

The privately owned club has 147.26 acres of property. And they're requesting a zoning change on approximately 11 acres or 6 -- or 7.5 percent of their property. This is not a trivial request.

Many other parcels could have been chosen throughout the community. For reasons known only to the applicant, they chose these parcels at this time.

The Scenic Hills Country Club property intermingles with the Scenic Hills Homeowners Subdivision. The subdivision is about 250 family homes, each of approximately 3,000 square footage, and each is on a one-third-acre parcel. Therefore, our density is about three homes per acre out there.

I've reviewed your rezoning requirements, and I believe this request does not meet your published requirements.

The change in zoning would permit medium-density residential of 10 units per acre on the northern 7-acre site near the clubhouse and would permit 25 units per acre on the southern 3-acre site on Nine Mile Road across

from Walmart. These unit densities are a far deviance from the current 3 units per acre in the surrounding subdivision.

The zoning change in the southern portion will contribute further to the loss of green space and increase urban sprawl in the developing Nine Mile region.

In the northern portion, all the permitted uses of the zoning change are not compatible with the surrounding uses.

THE ACTING CHAIRMAN: Sir.

MR. BUFFINGTON: The new use will reinforce a condition of spot zoning and not be transitional in character.

THE ACTING CHAIRMAN: Sir, your time is up. If you could just wrap it up real quick, I would appreciate it.

MR. BUFFINGTON: One paragraph.

The differences would not be minor. The new use will likely diminish quality of life, reduce property values, and confer special benefit on the subject property, to the detriment of the Scenic Hills Subdivision as a whole.

It is not in the public interest to allow

new uses of this recreational property. Maintaining the current zoning will serve a greater public interest.

THE ACTING CHAIRMAN: Thank you, sir.

MR. BUFFINGTON: Thank you very much.

THE ACTING CHAIRMAN: Susan Lyon.

MR. BUFFINGTON: Could I give a copy of what I had to say to you-all?

MS. CAIN: No.

THE ACTING CHAIRMAN: Thank you very much. I don't know if he can submit that to you or not.

MS. CAIN: No.

SUSAN LYON, upon being duly sworn, was examined and testified as follows:

MS. LYON: Susan Lyon. And I live at 1410 East Jackson Street.

My parents were charter members of Scenic Hills Country Club. And if my dad was alive today, he'd be buying the property. Okay.

But go back to 1950 -- mid '50s when they were digging the Scenic Hills Country Club up. It was nothing. There was no University of West

Florida. There was no Navy Federal. There was no Walmart supermarket.

Nine Mile Road was a two-lane road with no median. There was no Interstate 10 going out there. We had to take Jordan Street to Copter Road to get to our property.

My parents were charter members. They moved out there in 1971. That being said, I think it fits with the compatibility.

Now, may I address the amenities? I'm a former president of the Greater Pensacola Ladies Golf Association. I have played every golf course in the area. I still play them today. Scenic Hills is even better than Pensacola Country Club at this time.

Addressing the amenities. I play there. I've played there a lot. I've been playing there since I was in college at Florida State.

Changing the driving range and allowing those patio homes or what ends up being developed is not going to take away from our practice facility.

I'm also the volunteer coordinator of our first-tee chapter. If we could have the children out there playing golf, and then maybe

swimming in the pool or playing tennis, we would well round their athletic ability.

We'd have more time for their parents. Their parents could play tennis while they were practicing golf. So I'm 100 percent for this.

I thank you so much for your time today. And come on out. You can tell we have a good time at Scenic Hills.

(Applause.)

THE ACTING CHAIRMAN: Thank you.

James Cummings.

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JAMES CUMMINGS, upon being duly sworn, was examined and testified as follows:

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THE ACTING CHAIRMAN: Your name and address.

MR. CUMMINGS: James Cummings, 2186 Paddlewheel Way, Cantonment, Florida.

I'm a member at Scenic Hills. I just think that . . . Everyone stated today here, even the naysayers, that they think they've done a good job.

And small businesses need . . . They need operating revenue. And it's such a minimal bad

effect on the country club and on the property. And it gives them money to -- you know, to make advancements that are needed for change, to bring in more people.

Otherwise, the business sinks, and it turns into, like it's said before, a cow pasture. And then everyone's property values plummet and stuff. I'm for it.

Thank you, sir.

(Applause.)

THE ACTING CHAIRMAN: Joe Urquhart.

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JOE URQUHART, upon being duly sworn, was examined and testified as follows:

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MR. URQUHART: My name is Joe Urquhart, 5407 Murray Lane.

I've been going to Scenic Hills for about a year now. And it's a great group of people. They have made amazing improvements from day one. They have turned that place around 180 degrees very fast.

These -- these improvements need to be made cost a lot of money. The . . . I go up there, spend a lot of time there, my family

does. We don't only play golf. We do a lot of social events there. The improvements are going to do nothing but improve upon that.

As far as the real estate values around there after these improvements are hopefully done, they're doing nothing but increase. I don't understand the decrease comment, but the best thing about Scenic Hills is the people there, the community there. It's going to do nothing but improve after all these changes are made.

Some people don't like change, but it needs to happen. I'm 100 percent for these improvements.

THE ACTING CHAIRMAN: Thank you.

(Applause.)

THE ACTING CHAIRMAN: Andrew Cumberland.

UNIDENTIFIED VOICE: He had to go to work.

THE ACTING CHAIRMAN: David Glaze.

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DAVID GLAZE, upon being duly sworn, was examined and testified as follows:

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MR. GLAZE: My name's David Glaze. I live at 1819 Silas Circle, Cantonment.

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I've just recently been -- in the past year became a member of Scenic Hills. I was formerly a member of Cyprus Lakes. But all the changes and just the camaraderie of Scenic Hills, I moved.

I do have issue with some of the . . . what has gone on. The zoning from commercial is absolutely compatible with Nine Mile Road.

Did anybody that would think otherwise just has never driven down Nine Mile Road.

I agree with everything that Mr. Page has said, and I favor this zoning.

Thank you.

THE ACTING CHAIRMAN: Thank you.

(Applause.)

THE ACTING CHAIRMAN: Thank you, sir.

Romana Lopez.

ROMANA LOPEZ, upon being duly sworn, was examined and testified as follows:

MS. LOPEZ: Romana Lopez.

I wasn't going to speak today. I kind of felt like Tom. I thought that I was just signing a paper to say I approved. But I do

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need to speak, after listening to everyone.

And I've been a member, my husband and I, for 34 years. Lived on hole number 6 for 34 years. We've been golfing out there for 34 years. Having the time of our lives for 34 years.

However, I've got to say being there all these years, the last 20 years, Scenic Hills has been on life support, basically life support, and slowly going down, down, down.

As each new corporation came in, they did their best, but you know their corporations, whether they're in New Jersey -- Whatever.

Membership went down. It got to where your membership didn't feel like it was worth it because you weren't appreciated whatsoever.

All of a sudden, here come these guys that live out in the neighborhood. Nice guys. Put their money, their time. If you'd see how hard these guys work, it's almost like we've gotten that shot of adrenaline and the heart of Scenic Hills is beating again. And that's what we need. And we need these young people that they're bringing in.

And I just -- And I'm going to close with

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the fact that my husband and I, for the first time, we were going to leave Scenic because it was no longer the Scenic that we loved for so many years. We were going to be building downtown.

We put those plans on hold. I mean, we're not -- Right now, no, we're not doing it. As long as what's going on with these guys' dream and the hard work that they're putting into it, we're staying because I want to be in one of those places that they're going to build when I get out of my trilevel. I want to be in one of these places.

So I hope you approve it because the neighborhood loves it and needs it.

Thank you.

(Applause.)

THE ACTING CHAIRMAN: Thank you, ma'am

William Bennett.

WILLIAM BENNETT, upon being duly sworn, was examined and testified as follows:

MR. BENNETT: I'm William Bennett. I live on 8787 Thunderbird.

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I am totally for everything these guys have done, that they're doing, that they're trying to do. I ask you to please allow them to do that.

That's all I have to say.

THE ACTING CHAIRMAN: Thank you, sir.

(Applause.)

THE ACTING CHAIRMAN: David Errington.

DAVID ERRINGTON, upon being duly sworn, was examined and testified as follows:

MR. ERRINGTON: Good morning. My name is David Errington, 4001 Tom Lane Drive, Pensacola, Florida.

I'm the golf instructor here at Scenic Hills.

I like to echo what Ms. Lyon said. I think the improvements to the facility will be great for junior golf, promote families. I'm totally 100 percent behind these guys because if it doesn't work, I'm going to have to get a real job and do something else.

(Laughter.)

(Applause.)

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MR. ERRINGTON: Thank you.
THE ACTING CHAIRMAN: Thank you.
Jeff Burroughs.

JEFF BURROUGHS, upon being duly sworn, was examined and testified as follows:

MR. BURROUGHS: Jeff Burroughs, 8909 Burning Tree Road.
I live in the neighborhood. I've been a member there for 23 years. And this group is doing an amazing job.
What they're asking is to change areas that are outside of the golf course, not -- It won't affect the inner of the golf course. So I really believe that there will be no effect. And I support them.
(Applause.)
THE ACTING CHAIRMAN: Thank you.
Rick Gorman.

RICK GORMAN, upon being duly sworn, was examined and testified as follows:

MR. GORMAN: My name is Rick Gorman. I

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live at 513 Turnberry Road in Cantonment.
I am the PGA golf professional out at Scenic Hills. I've been there for the better part of 19 years, mostly for 19 years. I worked a few years at Hidden Creek.
I've been through some times where the rounds have decreased, the membership has plummeted.
Once Leo and Jeremy and Danny took over -- We did 25,000 rounds of golf last year. This year we're on pace to do 30,000 rounds of golf.
The membership was down to about 130. And as we stand here today, we're at 237. They've made significant increases to bring it to operationally even.
But there's a next step. How do we keep it going? And that's through membership. Not just golf membership because, unfortunately, not everybody plays golf. I hate to say that, but not everybody plays golf.
You have to do it through social memberships, having the pool, having the tennis court -- pick a ball court, whatever it is -- but that's the way we sustain it. That's the way we make it move forward.

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And the most successful clubs throughout the country have done the exact same thing. They make family-centric areas. They want the club to be the first thing that people think about when they're going to go have dinner or whether they're just going to hang out.
So having these amenities added to the club will make it stronger, more vibrant, and better for everybody around it.
I've read the criteria. I support it. And I hope you do, too.
Thank you very much.
(Applause.).
THE ACTING CHAIRMAN: Thank you.
Edward Villar.

EDWARD VILLAR, upon being duly sworn, was examined and testified as follows:

MR. VILLAR: Hello. I'm Edward Villar. I reside at 8720 Scenic Hills Drive on the 17th fairway.
I'm a member of Scenic Hills Golf Course. Also I've served on the HOA Board, and I also served as part of the neighborhood watch.

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I will start by saying that I am in favor of this. These guys, as previously stated, have done a wonderful job.
I cannot think that they would do anything to negatively impact anything that has to do with the community or Scenic Hills.
Why would they jeopardize their hard work and the investment that they have made so far in this community?
Let me reflect on something that has been brought up in the past, Siracadus (phonetic), Susie Lyon.
I'm from Pensacola. I'm one of the original -- from one of the original families here. My ancestors fought in the Battle of Pensacola on North Hill.
I've been going to Scenic Hills my entire life. People talk about new. Well, guess what? The amenities that they want to add to Scenic Hills, we already had.
We had it before Ivan. We had a swimming pool. We had tennis courts. Lot of those that wasn't put back after Ivan destroyed the original club. But we used to have all that. We had a thriving, thriving community. Just

unbelievable.
Sometimes I walk across that dirt parking lot from the old sidewalk, and I actually wonder if that pool is still beneath my feet.
I urge you, urge you to approve this rezoning. These guys will do nothing but make it a positive impact with whatever they do -- decide to do with that land.
I appreciate your time. Thank you.
(Applause.)
THE ACTING CHAIRMAN: Thank you, sir. Eric Reese.

ERIC REESE, upon being duly sworn, was examined and testified as follows:

MR. REESE: So I'd just like to start by saying that I did not plan on speaking today, but I would also like to say that the improvements that the new owners have made to not only the golf course --
THE ACTING CHAIRMAN: Name and address. Sorry.
MR. REESE: Eric Reese, 8925 Scenic Hills Drive.

So, yeah, the improvements that the new owners have made to not only the golf course but the country club and the restaurant inside the country club have just been wonderful.
I mean, the money they put in, and the time and effort has definitely been noticed.
And I absolutely support the zoning. And I think that it will strengthen the community. And I also believe that -- I'd like to see Scenic Hills thriving.
Thank you.
(Applause.)
THE ACTING CHAIRMAN: Pat Mitchell.

PAT MITCHELL, upon being duly sworn, was examined and testified as follows:

MR. MITCHELL: My name is Pat Mitchell. I live at 8806 Burning Tree Road in Scenic Hills.
I am a founding member of the Scenic Hills Golf Club. I own, in addition to my own home, four other properties in Scenic Hills.
I'm also the president of the Fairway Villas Homeowners Association, which is the development that's right next to the proposed

development on the north side of the course.
I have looked at the criteria. I believe that they meet the criteria. And I approve and support the zoning -- the rezoning request.
Thank you.
(Applause.)
THE ACTING CHAIRMAN: Thank you, sir. Mark Lewis.
UNIDENTIFIED VOICE: He had to leave, sir.
THE ACTING CHAIRMAN: Okay. Jeremy Casper, I think, or is it Cooper?
UNIDENTIFIED VOICE: He's gone. He had to leave, too, sir.
THE ACTING CHAIRMAN: All right. Jesse Sproles.
Then Gerald McArthur is next.

JESSE SPROLES, upon being duly sworn, was examined and testified as follows:

MR. SPROLES: My name is Jesse Sproles. I reside at 506 North 13th Avenue in Pensacola, Florida.
I joined the management team at Scenic Hills back in May. I previously worked at

Hidden Creek Golf Club in Navarre and Tiger Point Golf Club in that area of Gulf Beach.
Something I can say on behalf of the management team and ownership here is that I think they have nothing but the best intentions for that neighborhood, in contrast to my time at Tiger Point Golf Club, City of Gulf Beach; made many plans and promises to that community that they did not follow through with. I don't feel that they were completely transparent in that process.
In contrast, I feel this group has been. I think they want nothing but the best for the community. They live in the neighborhood. Why would they do anything detrimental?
I think with the industry of golf, we have to do things other than promote golf. That was one of the mistakes I think Tiger Point made. They tried to add to that instead of becoming more family centric.
I think we need to support what these people are doing, and I hope that you guys do as well.
Thank you.
(Applause.)

THE ACTING CHAIRMAN: Thank you, sir.
Gerald McArthur.
- - -
GERALD McARTHUR, upon being duly sworn, was examined and testified as follows:
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MR. McARTHUR: Gerald McArthur, 5590 Hibiscus Road.
I'm here today . . . I am a founding member of Scenic Hills Country Club. I do not live in the community.
I am president and broker of Gulf Coast Real Estate Advisors. I'm a commercial real estate broker. I do this for a living.
And Leo Lynne approached me about a week ago.
Said, "Hey, Gerald, Buddy Page and I" -- who worked together at Beck Property for a number of years -- "Buddy's been engaged. We will -- Just take a look and just see what you think."
I did a little research and called him back the next day and said, "Leo, this is a slam dunk."
And here's why: This is real simple.

There's two questions you ask when someone's asking for a zoning increase.
"Number one, is it --
THE ACTING CHAIRMAN: You have to stay at the microphone because we're recording.
MR. McARTHUR: Number one, is it compatible with your neighbors? See to the north, to the west, and to the south it is compatible.
Yes.
Number two, does it have an adverse effect on your neighbor?
The answer is no, because the neighbor to the east is Scenic Hills Country Club. They own the property. So we're compatible with our neighbors. We're not adversely affecting anyone.
All right. The same is true on the south parcel. We're compatible with the property to the west, to the south. And Scenic Hills owns the property contiguous to the east, so there's no adverse effect on that parcel as well.
Buddy mentioned the county and the city spend a lot of money on economic development. And when someone tries to make an improvement on

an unimproved piece of property, I understand -- I was a little taken aback by the staff's findings.
We're trying to encourage economic development, which obviously finally increases revenue for the county.
So I'm very much in support of the proposal. And just from a common sense standpoint, I think it makes sense.
Thank you.
THE ACTING CHAIRMAN: Thank you, sir.
Leo Lynne.
UNIDENTIFIED VOICE: He already spoke, sir.
THE ACTING CHAIRMAN: Okay. I'm sorry about that.
Jennifer Reese.
- - -
JENNIFER REESE, upon being duly sworn, was examined and testified as follows:
- - -
MS. REESE: Hello. My name is Jennifer Reese, and I reside at 8925 Scenic Hills Drive, and I live on the first hole of the Scenic Hills Golf Course.

I'm here today in favor of the changes. Not only am I part of the new ownership of Scenic Hills Country Club, but I've been a member there for many years.
I grew up on the Nine Mile side of town. I used to ride my bike through the neighborhood, and I also am on the HOA board. And my heart and soul is in this project.
My husband and I -- You know, we lived in the neighborhood for quite a few years. We bought it because we thought that UWF was going to keep it up.
When we moved in there, we all know what happened. It started going down. Needless to say, long story short, we ended up taking over ownership about 14 months ago.
We have, like everybody said, put our heart and soul into this project. We want to make it family centric. We want to bring back the pool. We want to invite new people to come into the neighborhood. We want this neighborhood to thrive. We want to keep up with the growth on Nine Mile Road. To do that, rezoning these properties is, you know, inevitable.

We have put a lot of time and money into this, and we're at the break-even point. We can't keep growing without rezoning these properties.

We will promise to keep the integrity of the neighborhood. The reason we chose these properties is because we felt like it did have minimal impact on the golf course, on the neighbors, on the, you know, people who may have a view or, you know, have these personal concerns.

The driving range may be changed, but it is going to be moved. We are not -- let me be clear -- losing the driving range or a practice facility.

In fact, we'll be moving it and making it much better and state of the art. We will not be losing any holes or integrity of the golf course. In fact, with our proposed plans and thoughts, we'll be gaining yardage. It will be even better for most golfers.

Now, I agree and respect some of the opposition, agree with, you know, their concerns, and so on. But I don't think -- I think their opposition and opinion is very

one-sided.

I feel like they -- the people who are opposing this, you know, naturally they're worried about themselves and -- and for personal reasons.

I'm here to say that me, not only as a member, a person in the -- that lives in the community and an owner of the course, we're not looking out for just ourselves. Okay? We're not looking out for a golf game. We're not looking out for, you know, what the view is in our back yard.

We're looking out for hundreds of people in this neighborhood, who, as you can see, a lot of them showed up today in support of this. We're looking out for the greater good on a whole, you know, not just the golf game for the next few years.

So I approve this. I hope you do. I hope you can see and agree with our vision.

Thank you.

(Applause.)

THE ACTING CHAIRMAN: Thank you.

Rachel Herman.

RACHEL HERMAN, upon being duly sworn, was examined and testified as follows:

MS. HERMAN: Rachel Herman, and I reside at 8858 Scenic Hills Drive.

My husband and I decided to move there and remodel the home on the property because we really felt like Scenic Hills was a great place to raise our family.

And we've watched what's gone on with the course and the community. And we felt like it was going down also. And then, as I said, the new owners came in. High hopes for UWF. That didn't pan out.

And, again, they have put their heart and soul into it.

But besides that, the fact that rezoning this area to help improve everyone as a whole for the community and for families and stronger family growth I think is the best move. And I hope that you guys will support the rezoning for that.

I'm also a Realtor. And I have -- I have six families coming in town this weekend. I

have them coming in from Birmingham; Rome, Georgia; Atlanta and Virginia.

To our Navy Federal Credit Union families, first thing people ask me is, "Where do you live?"

I say, "Scenic Hills Country Club."

"What do they have to offer?"

"A golf course."

"Well, we don't play golf."

Well, now we have a restaurant and we have other amenities.

But, again, if they -- if the owners are able to use this area with the least impact to our community, which I do feel like it would be -- best use -- to sell it off to be able to make improvements, I think we'll bring in more, and it will just continue to thrive. And I'd like to see that in this area.

Thank you.

THE ACTING CHAIRMAN: Thank you.

William Sears.

WILLIAM SEARS, upon being duly sworn, was examined and testified as follows:

MR. SEARS: My name is William Sears. I live on 8785 Scenic Hills Drive.

I actually live in a house where my parents bought in Scenic Hills back in 1963. I guess I'm the second owner.

I don't play golf, but I do collect a lot of golf balls, and give those to First Tee, as a matter of fact.

THE ACTING CHAIRMAN: Play there, by the way.

MR. SEARS: Maybe it's one of yours.

I don't play golf, but I do swim. When I was a little kid, we used to have 180 people on the swim team there.

Times have changed. I wouldn't expect that again, but there was always a pool. There was tennis courts. There were all kinds of things.

It was a family thing. People could go and participate. You didn't have to worry about the problems we have in society. Everyone knew everybody. It was a safe environment.

I have a grandson who's five years old. He says, "Yes, I'm five." He lives off 10 Mile Road. I would love to be able to bring him to

the pool to go swim because I don't have a swimming pool, nor do I want one myself, but I would encourage the pool.

The current ownership needs a little infusion of capital. Obviously, some offer this property we're taking about infuses capital. Also it generates future revenue. That's the name of the game. If you don't continue to generate the revenue, your business is going to go away.

I'm a CPA by trade. Been doing it for 40 years. Talking to a number of my clients. You have to be careful you have to be concerned and make good decisions.

They live there. Leo, as a matter of fact, one of the owners, is my back-door neighbor. And I'm sure that their interest is just like mine. They're interested in their property values increasing, good place to live, and a good environment.

And with that, I hope y'all support this endeavor. Thank you.

THE ACTING CHAIRMAN: Thank you, sir.

(Applause.)

THE ACTING CHAIRMAN: Carol Widman.

After that, Summer Chason.

CAROL WIDMAN, upon being duly sworn, was examined and testified as follows:

MS. WIDMAN: Carol Widman, 2277 Greenbrier.

I live . . . If you could put the map up, the north map, I live at the end of that, the area they want to rezone.

I grew up in Scenic Hills. Now I bought the house from my mom. And, you know, you buy the house because there's a golf course. Now they want to take the golf course and make little . . . you know, small houses in that spot.

It was zoned as a recreation zone, and I think it should stay a recreation zone. And I think it will change and it will impact my property, which is, you know, right against.

I didn't have time to prepare because they don't have signs on Greenbrier saying there's a hearing. I didn't get anything in the mail.

Only reason I got this information is from a friend of my mom's. And I got it last night,

so I didn't really have time to prepare anything.

You know, they can build a pool up there. There was a pool when I -- I grew up there on the swim team. They can build a pool. There's space for a pool. They don't need that area to build the pool.

They just want to put a bunch of houses in it. And it's going to affect my property, you know. It was -- it was -- when -- when I bought the house, it was recreation zoned. It should stay recreation zone.

And all these people that come up and talk, it's not their house that's being affected, you know. They're somewhere else in the neighborhood, so they're all, "Yeah, yeah."

So anyway, that's all. Thank you.

THE ACTING CHAIRMAN: Kayla, if you just be able to make sure that those publications, that she's included. Given what we see as her address, it should have been mailed there. Seems like it should have been.

Summer Chason.

SUMMER CHASON, upon being duly sworn, was examined and testified as follows:

MS. CHASON: Name is Summer Chason. I live at 7451 Baywoods Lane in Pensacola.

I've been going to Scenic Hills for a short while. I know Jennifer and Jeremy are the owners.

When they took over ownership, I basically took up an interest in golf suddenly. So I started to learn how to play.

I'm also a Realtor. I do think that the new homes in that area right there are going to increase property values, based on the Realtor side of things.

And obviously the same with the commercial zoning. They're not taking away from the recreational area so much as they are trying to improve it. That's my opinion, so . . .

THE ACTING CHAIRMAN: Thank you, ma'am. Eric Reese.

(Applause.)

THE ACTING CHAIRMAN: And then Wally Marlowe after that.

ERIC REESE, having been previously duly sworn, was examined and testified as follows:

MR. REESE: My name is Eric Reese, also known as Jeremy. I can explain that at a later date, but I only got three minutes.

I'm also a homeowner in Scenic Hills. I live 8925 Scenic Hills Drive.

I'm an HOA dues-paying member. I'm also an owner of the club.

I'm'a go ahead and touch on some areas up here on this map.

Next I'd like to say thank you to everybody who showed up here today, even the opposition. They're still our neighbors, and we still like them.

The area in the north end of the property, it would not affect anybody, as far as even this lady that was here today.

It would just be a house in her back yard, like many other houses in every other back yard where they say "MDR." That's what it's there for.

We will not be taking away from the

recreational area. We'll be adding to the recreational areas. We'll be making those state-of-the-art areas that will bring more people to this community.

To match the Villas that were built there 40 years ago when Scenic Hills opposing members had to build those Villas over there to withstand the losses that they were taking before they lost this club to hay fields or, mind you, dirt bike tracks, or whatever you want them to be. They built those Villas. They rezoned that property, and they built those Villas, to do exactly what we're doing today. It worked. 40 years later, Scenic Hills is still thriving.

So for us to keep thriving, we need to do these things. If you put the south end piece of property up, that piece of property is more than compatible. If anybody sees it differently, they need to go see Ray Charles because they're buying.

Let's take the first one back on, if we could, please, the southeast property on Nine Mile Road.

If you can't see that that piece of

property is compatible with the commercial, the COMs all that red stuff around us, something's wrong. There's 150-foot buffer from that red line that we're trying to rezone to the first house in that neighborhood.

That 150-foot buffer, we did that on purpose because we still want to own that piece of property. We don't want our neighbors to be affected by that. Nobody is affected by that.

The north side of that piece of property right there is water. It will stay water. The right side piece of property of that, the east side is going to be green grass and water.

Those three houses that live right there on that neighborhood, they to me would be the most affected. Neither one of them -- None of them are here today.

I've spoken with every one of them. The guy who lives the closest to the adjacent commercial piece of property, his answer to me was, "Can you put a casino there?"

"No, sir, we can't." But it would sound cool.

We want to do this for our community. We bought this for our community. That's what we

want to do. We want to see this community thrive.

We think, and I think, Buddy Page thinks, and all these people out here today think that everything on that board is compatible.

Thank you.

THE ACTING CHAIRMAN: Thank you, sir.

(Applause.)

THE ACTING CHAIRMAN: Wally Marlowe.

And Patti Hall after that. And we're down to one more after this.

WALLY MARLOWE, upon being duly sworn, was examined and testified as follows:

MR. MARLOWE: My name's Wally Marlow. I live at 8799 Meadowbrook Drive.

I moved into this community just over a year ago. Became a member of the club. I enjoy playing golf, even though I'm not very good at it.

I want to see this country club succeed. Too many times, our -- the golf courses around, as you can tell, have closed because it's not a profitable business to be in.

So if we can reappropriate some of the properties along the edge of the boundaries of Scenic Hills to allow the country club to add amenities that will bring in more revenue to that -- to the area, and to the -- to this community, I think that that would be a plus. I think it will have a positive impact on Scenic Hills community as a whole.

If you build new houses, those houses are going to have higher values, which are going to increase the property values of the existing houses in the community.

It's still going to be recreational area. The golf course is still going to be there. They're going to rearrange it just a little bit to accommodate date these changes.

But the most important thing about it is that we'll free up capital to do improvements. So this Nine Mile Road, it's industrial from one end to the other just about.

They're widening it. There's going to be more and more traffic. Whether we have anything to do with it or not, it's coming.

So to change that to commercial, I don't see where there's going to be a problem, since

the adjacent properties are already commercial.

And as far as adding houses, that's -- that's what the community is about, is having homes in the community. And that will just increase the number of homes in our Scenic Hills community. And I'm obviously all for the changes.

Thank you.

(Applause.)

THE ACTING CHAIRMAN: Thank you, sir.

Patti Hall.

UNIDENTIFIED VOICE: She had leave.

THE ACTING CHAIRMAN: She had to leave?

All right. And Ralph Mason.

UNIDENIFIED VOICE: He had to leave.

THE ACTING CHAIRMAN: And Danny DeWitt. And then Gregg Wright will round us up.

Or I'm sorry. There's a couple more over here. Then Theresa Blackwell. No, not me.

Go ahead, sir.

DANNY DeWITT, upon being duly sworn, was examined and testified as follows:

MR. DeWITT: My name is Danny DeWitt.

Live at 8739 Spider Lilly Way, Pensacola. It's actually the other end of Nine Mile, down by Navy Federal.

I'm actually a local business owner. My wife and I own Maynard's Donut Company just down the street from there. Would it make a difference if I brought some?

(Laughter.)

MR. DeWITT: But anyway . . . And so as that, we like to see changes. This end of Nine Mile Road is improving. It's getting better and better all the time. We're seeing a lot of changes moving in the other direction, so improving this end of Nine Mile -- or that end, the east end of Nine Mile, would be great.

We're already seeing a lot of changes. Everyone's coming in. We're there now. Other places. It just adds to the benefit of the area.

And the changes there, like I said, it will change the golf course just a little bit. I think that might actually help the people that sell golf balls now because they're going to be going more into the water, and . . . But anyway, I think that's a great opportunity there.

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I can't speak as much for the north end of it, but all the changes that these guys have been making have been really, really good.

The golf course has definitely improved. I've been a member about a year now. And everything so far is going great. I can't add to a lot of the statements that have been made, but I'm all for it as well.

(Applause.)

THE ACTING CHAIRMAN: Thank you. Gregg Wright.

GREGG WRIGHT, upon being duly sworn, was examined and testified as follows:

THE ACTING CHAIRMAN: That will wrap up our speakers.

MR. WRIGHT: My name is Gregg Wright. I live at 10176 Fox Run Road.

I've been in the community for 24 years. When we talk about change, you know, there was a Central Credit Union at the front of our property -- at our Fox Run Subdivision. They've made it a bigger building. It looks a lot nicer.

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You know, who would have ever thought I'd want a Walmart across from my golf course. To tell the truth, it's quite a convenience. I still have the Publix, too, but the Walmart being there, it's good to comparison shop, and you can get some better deals there at times.

This golf course -- I said I've been here for 24 years. It's never really been very good. For the first time in a long time, with there new ownership, I see light at the end of the tunnel. Change is progress.

In order to accomplish these things that we're talking about, like a swimming pool, the tennis courts, the bocci ball -- those types of things -- the weight room . . . You know, they're saying that they're at a break-even point, which they are. And they've made amazing improvements.

In order to accomplish these other things, they need additional revenue. And it's a small price to pay, in my opinion.

To lose a driving range that's probably one of the worst driving ranges in the county or any other area, for that matter. So they're going to build a new driving range. They're

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going to make a state-of-the-art practice facility. We've never had a good practice facility at Scenic Hills. One of the reasons I'm a 10 handicap probably.

But anyway . . . I won't have to worry about hitting my golf ball out onto Nine Mile Road anymore if they -- if they get rid of that hole.

So I think I'm totally for -- I'm in favor of this whole thing. And it takes money to do it. And as far as my property value goes, I haven't seen a decrease in my property value with the addition of commercial property. In fact, it's gone up, so I can't see any negative impact to this situation. And I'm totally in favor of what these guys are trying to do.

(Applause.)

THE ACTING CHAIRMAN: We had 49 speakers. I believe that's the most that I've ever had.

So Board members, do you have any questions for the applicant, staff or members of the public?

(No response.)

THE ACTING CHAIRMAN: Anything further from staff?

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MR. LEMOS: No, sir.

THE ACTING CHAIRMAN: Anything further from you, Mr. Page?

MR. PAGE: Yes, sir.

THE ACTING CHAIRMAN: Please come forward.

MR. PAGE: Mr. Chairman, we would ask that the Board consider adopting the findings of the staff, A, D and E as written.

We would ask the Board under item B -- this has to do with the amenity, ceasing the amenity -- we would like the Board to find that we are not ceasing any amenity in the area.

As a matter of fact, I think, from what you've heard here today, there are going to be increased amenities.

But we would ask that that particular one, which addresses County Ordinance 2016-10, we would ask that under that item B, that you find that that does not apply in our case. Therefore, B would be -- we would be consistent with that.

We would ask that you also under item C, find that the site is -- both sites are compatible. As a matter of fact, we used some of the data presented by staff in the overheads

to show that there is compatibility in the north end. Certainly compatible with the commercial on the south end.

So, Mr. Chairman, we would ask that you adopt those findings of fact for those two exceptions and rule that the information that we have provided to you for both B and C is competent and substantial evidence in favor of the applicant.

THE ACTING CHAIRMAN: Thank you, sir.

Board members, any questions?

(No response.)

THE ACTING CHAIRMAN: Hearing none, I will entertain a motion.

MR. FEARS: Mr. Chair, I make a motion that we accept the application -- approve the application of Z-2018-17, finding exception to the staff's findings of Criterion B and C, and accepting rebuttals by Mr. Page.

THE ACTING CHAIRMAN: I have a motion. Do we have a second?

MR. RUSHING: I'll second.

THE ACTING CHAIRMAN: We have a motion and second.

Any questions or comments?

(No response.)

THE ACTING CHAIRMAN: Hearing none, all in favor please indicate by saying "aye."

(Chorus of "ayes.")

THE ACTING CHAIRMAN: Any opposed?

(No response.)

THE ACTING CHAIRMAN: Hearing none, the motion passes.

(Applause.)

THE ACTING CHAIRMAN: Thank you all very much. I think the applicants did an admirable job, probably one of the best I've seen, as far as the developer.

I would ask that they pursue the folks that were against this. And I'm certain that you may not make everybody happy all the time, but I would think it would be worth your while to attempt to work with them in either buffers or what have you.

(Hearing concluded at 12:20 p.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, to the best of my ability, of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

s/ David A. Deik
_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. D.**

Meeting Date: 11/08/2018

CASE : Z-2018-17

APPLICANT: Wiley C. "Buddy" Page, agent for RNL Investment Group, LLC, Owner

ADDRESS: 8891 Burning Tree Rd

PROPERTY REF. NO.: 06-1S-30-1000-000-024 (sections of)

FUTURE LAND USE: MU-U, Mixed-Use Urban

DISTRICT: 5

OVERLAY DISTRICT: N/A

BCC MEETING DATE: 12/06/2018

SUBMISSION DATA:

REQUESTED REZONING:

Northern Portion:

From: Rec, Recreation district (du density limited to vested development)

To: MDR, Medium Density Residential district (10 du/acre)

Southern Portion:

From: Rec, Recreation district (du density limited to vested development)

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.

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).

FLU 2.1.2 Compact Development. To promote compact development, FLUM amendments and residential re-zonings to allow for higher residential densities to be allowed in the MU-U and MU-S future land use categories.

FINDINGS

The proposed amendment to Medium Density Residential and Commercial **is consistent** with the intent and purpose of Future Land Use (FLU) category Mixed-Use Urban (MU-U) as stated in CPP FLU 1.3.1. The FLU category is intended for an intense mix of residential and non-residential uses while promoting compatible infill development. The parcels identified will use established public roads, utilities and service infrastructure, satisfying the requirements under FLU 1.5.1. The MU-U FLUM category is also identified in the Comprehensive Plan under FLU 2.1.2 to accommodate residential rezoning.

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. 3-2.13 Recreation district (Rec).

(a) Purpose. The Recreation (Rec) district establishes appropriate areas and land use regulations for outdoor recreational uses and open space. The primary intent of the district is to preserve and maintain parcels of land necessary or used for a system of public and private parks providing both active and passive recreational activities and amenities. Indoor recreation facilities are allowed within the Recreational district if customarily incidental to the principal outdoor uses. Non-recreational uses are severely limited to ensure the preservation of district

lands and provision of adequate areas for public recreation. New or expanded residential development is generally prohibited.

Sec. 3-2.7 Medium Density Residential district (MDR).

(a) Purpose. The Medium Density Residential (MDR) district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

(b) Permitted uses. Permitted uses within the MDR district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes only within manufactured home parks or subdivisions. No new or expanded manufactured home parks, and new or expanded manufactured home subdivisions only on land zoned V-4 prior to adoption of MDR zoning.

b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots one acre or larger. Attached single-family dwellings and zero lot line subdivisions only on land zoned R-3 or V-4 prior to adoption of MDR zoning.

c. Two-family dwellings only on land zoned R-3 or V-4 prior to adoption of MDR zoning, and multi-family dwellings up to four units per dwelling (quadruplex) only on land zoned V-4 prior to MDR zoning.

See also conditional uses in this district.

(2) Retail sales. No retail sales.

(3) Retail services. No retail services. See conditional uses in this district.

(4) Public and civic. Public utility structures, excluding telecommunications towers. See also conditional uses in this district.

(5) Recreation and entertainment.

a. Marinas, private.

b. Parks without permanent restrooms or outdoor event lighting. See also conditional uses in this district.

(6) Industrial and related. No industrial or related uses.

(7) Agricultural and related. Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals. See also conditional uses in this district.

(8) Other uses. [reserved]

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA may conditionally allow the following uses within the MDR district:

(1) Residential.

a. Accessory dwellings on lots less than one acre.

b. Group living, excluding residential facilities providing substance abuse

treatment, post-incarceration reentry, or similar services.
c. Home occupations with non-resident employees.
d. Townhouses not among the permitted uses of the district.
(2) Retail services. Boarding and rooming houses.
(3) Public and civic.
a. Clubs, civic and fraternal.
b. Educational facilities, excluding preschools or kindergartens independent of other elementary grades.
c. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
d. Offices for government agencies or public utilities, small scale (gross floor area 6000 sq.ft. or less per lot).
e. Places of worship.
f. Public utility structures exceeding the district structure height limit, excluding telecommunications towers.
(4) Recreation and entertainment.
a. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.
b. Parks with permanent restrooms or outdoor event lighting.
(5) Agricultural and related. Horses or other domesticated equines kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.
(d) Site and building requirements. The following site and building requirements apply to uses within the MDR district:
(1) Density. A maximum density of 10 dwelling units per acre regardless of the future land use category.
(2) Floor area ratio. A maximum floor area ratio of 1.0 within the MU-S future land use category and 2.0 within MU-U.
(3) Structure height. A maximum structure height of 45 feet. See height definition.
(4) Lot area. No minimum lot area unless prescribed by use.
(5) Lot width. Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:
a. Single-family detached. Fifty feet at the street right-of-way for single-family detached dwellings.
b. Two-family. Eighty feet at the street right-of-way or two-family dwellings.
c. Multi-family and other. Eighty feet at the street right-of-way for townhouse groups and boarding or rooming houses. No minimum lot width required by zoning for other uses.
(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.
(7) Structure setbacks. For all principal structures, minimum setbacks are:
a. Front and rear. Twenty feet in the front and rear.
b. Sides. Ten feet on each side of a group of attached townhouses. On each side of all other structures, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

c. Corner lots. Will have one front setback and one side setback.
(8) Other requirements.
a. Stables. Stables shall be at least 50 feet from any property line and at least 130 feet from any residential dwelling on the property of another landowner.
b. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards.
(e) Location criteria. All non-residential uses within the MDR district shall be located to avoid nuisance, hazard and other adverse impacts to surrounding residential uses.
(f) Rezoning to MDR. Medium Density Residential zoning may be 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.

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.
(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA may conditionally allow the following uses within the Commercial district:
(1) Residential.
a. Group living not among the permitted uses of the district.
b. Home occupations with non-resident employees.
(2) Retail sales.
a. Boat sales, new and used.
b. Automobile sales, used autos only, excluding parcels fronting on any of the following streets:
Sorrento Road/Gulf Beach Highway/Barrancas Avenue (SR 292); Blue Angel Parkway (SR 173); Pine Forest Road, south from Interstate 10 to State Road 173; Navy Boulevard (SR 295 and US 98); and Scenic Highway (SR 10A and US 90). Additionally, the parcel shall be no larger than one acre and provided with a permanent fence, wall, or other structural barrier of sufficient height and mass along all road frontage to prevent encroachment into the right-of way other that through approved
site access.
c. Automobile rental limited to the same restrictions as used automobile sales.
d. Utility trailer, heavy truck (gross vehicle weight rating more than 8500 lbs), and recreational vehicle sales, rental, or service limited to the same restrictions as used automobile sales.
(3) Retail services.
a. Restaurants not among the permitted uses of the district.

b. Service and repair of motor vehicles, small scale (gross floor area 6000 sq. ft. or less per lot), excluding painting and body work and outdoor work and storage.
(4) Public and civic.
a. Cemeteries, including family cemeteries.
b. Clubs, civic and fraternal.
c. Cinerators.
d. Homeless shelters.
(5) Recreation and entertainment.
a. Bars and nightclubs.
b. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.
c. Parks with permanent restrooms or outdoor event lighting.
(6) Industrial and related.
(a) Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use and regulations in Part III, the Land Development Code, chapter 4. *Borrow pits are prohibited on land zoned GMD prior to the adoption of the Commercial (Com) zoning.
(b) Microbreweries, microdistilleries, microwineries.
(7) Agricultural and related. Horses or other domesticated equines kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.
(8) Other uses.
a. Outdoor sales not among the permitted uses of the district.
b. Outdoor storage not among the permitted uses of the district, including outdoor storage of trailered boats and operable recreational vehicles, but no repair, overhaul, or salvage activities. All such storage shall be screened from residential uses and maintained to avoid nuisance conditions.
c. Self-storage facilities, including vehicle rental as an accessory use.
d. Structures of permitted uses exceeding the district structure height limit.
(d) Site and building requirements. The following site and building requirements apply to uses within the Commercial district:
(1) Density. A maximum density of 25 dwelling units per acre throughout the district. Lodging unit density not limited by zoning.
(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Commercial (C) future land use category and 2.0 within Mixed-Use Urban (MU-U).
(3) Structure height. A maximum structure height of 150 feet above adjacent grade.
(4) Lot area. No minimum lot area unless prescribed by use.
(5) Lot width. Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:
a. Single-family detached. Forty feet at the street right-of-way for single-family detached dwellings.
b. Two-family. Eighty feet at the street right-of-way for two-family dwellings.
c. Multi-family and other. Eighty feet at the street right-of-way for multi-family

dwellings, boarding or rooming houses, or townhouse groups. No minimum lot width required by zoning for other uses.
(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses.
(7) Structure setback. 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. Refer to chapters 4 and 5 for additional development regulations and standards.
(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).
(f) Rezoning to Commercial. Commercial zoning may be established only within the Mixed-Use Suburban (MU-S), Mixed-Use Urban (MU-U) or Commercial (C) future land use categories. The district is appropriate to provide transitions between areas zoned or used as high density mixed-use and areas zoned or used as heavy commercial or industrial. Rezoning to Commercial is subject to the same location criteria as any new non-residential use proposed within the Commercial district.
(Ord. No. 2015-56, § 4, 12-10-2015; Ord. No. 2016-02, § 2, 1-7-2016; 2016-31 § 1, 8-4-2016; Ord.
No. 2017-5, §,2, 1-5-20

FINDINGS
The request for rezoning of the southern parcel to Commercial is **not consistent** with the intent and purpose of the Land Development Code. Based on Sec. 4-7.16 Recreational Amenities, a subdivision or other residential development where a recreational amenity including but not limited to a golf course, swimming pool, club house our tennis courts, was anticipated as part of the subdivision or development regardless of whether the amenity was included in the subdivision plat, and that amenity abuts or is otherwise located adjacent to any portion of the subdivision, then should that amenity cease to be used for recreational purposes, it cannot be developed or used in a manner that is more intense than the most intense residential use in the subdivision.

As the two proposed parcels were part of the original ammenity, based on public records, Scenic Hills Country Club PB 4, P77, Parcel 1, once the proposed parcels are split from the golf course ammenity, the recreational use for those two parcels will cease to exist. Based on the language in Sec 4-7.16 of the LDC, the most intense use for the subdivision is MDR. Therefore, the proposed northern parcel request to MDR zoning would be **compatible** with the existing subdivision. The rezoning request to Commercial for the **southern parcel** will be more intense than the most intense residential use of the subdivision MDR, and therefore, **inconsistent** with the Land Development Code.

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

Based on the surveys provided by the applicant, signed and sealed on 1-3-2018, by David D. Glaze, Professional Surveyor, the northern parcel amendment is compatible with surrounding existing uses in the area, as the proposed zoning of MDR is the same as the approved original subdivision. Within the 500' radius area of the northern parcel, staff identified properties with zoning district MDR. There are thirty seven single-family residences, seventy one multi-family units, a Gulf Power owned parcel and a University of West Florida parcel.

The southern parcel amendment request is not compatible with the surrounding existing uses because it would not preserve the character and quality of residential neighborhood. Allowing the commercial zoning as requested would in-fact promote continuous strip commercial development along a major street, with the potential of creating negative influences on adjacent residential neighborhoods. Therefore, it would grant more intense uses, not compatible with the exclusive residential and recreational use of the original development. Within the 500' radius area of the southern parcel, staff identified properties with zoning districts, Rec, MDR, HDR and Commercial. Twenty six single-family residences, a portion of the parcel that contains the golf course amenity, one office complex, two vacant commercial properties, three commercial properties, one ECUA parcel and a park-forest parcel owned by Escambia County.

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 entire golf course parcel was part of the original subdivision plat and it is currently zoned Rec. Although the proposed southern parcel is located adjacent to existing commercial zoning, the current Rec zoning serves as a buffer between the intense uses off Nine Mile road and the residential development adjacent to the golf course. Some of the contiguous zoning is MDR, Rec and Com; therefore the proposed zoning does not represent a smooth transition between uses, in addition to contributing and promoting the continuation of strip commercial developement on this area.

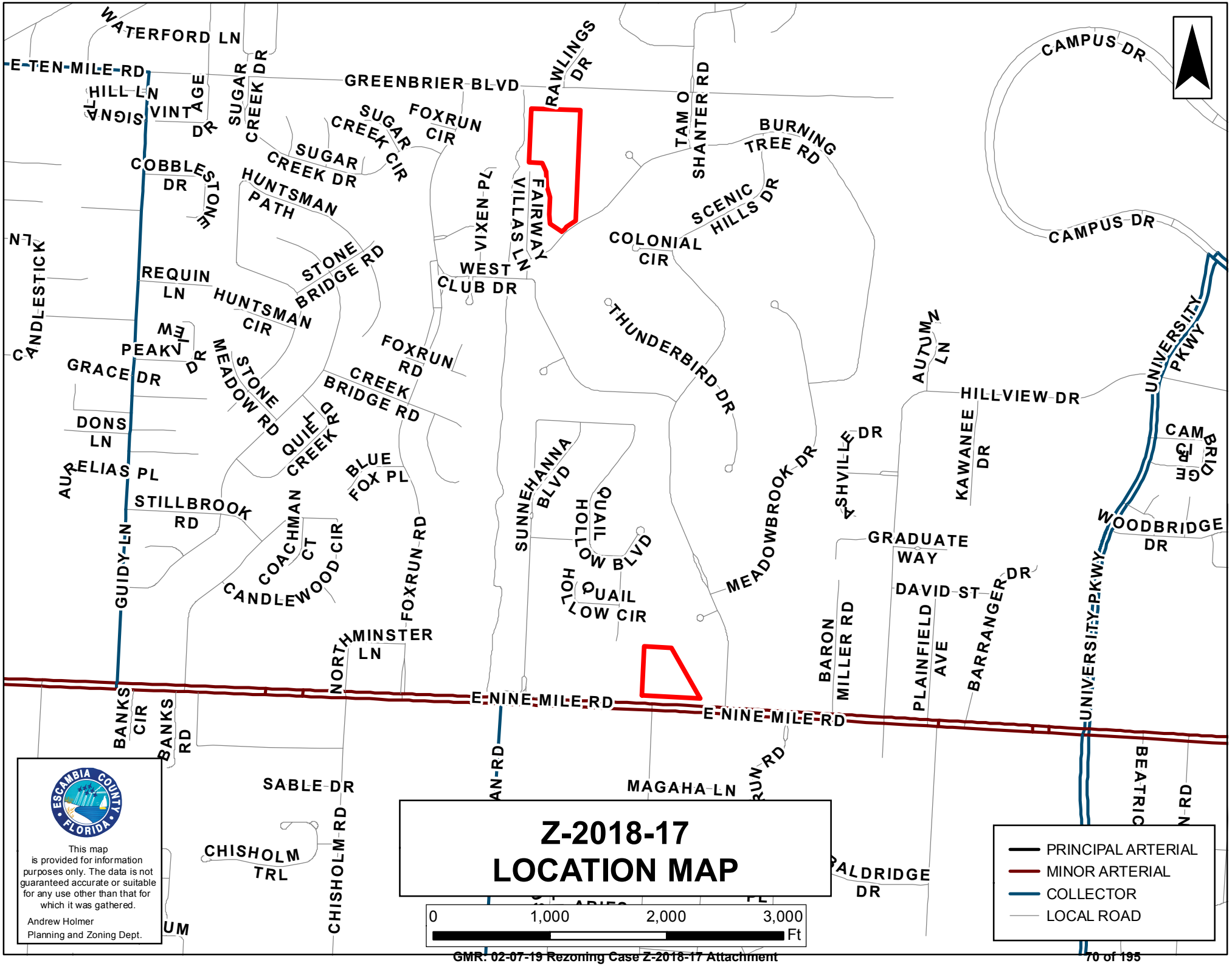
Criterion e., LDC Sec. 2-7.2(b)(4)

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
As it relates to the parcel to the north, the typical development is residential in nature and the request to MDR would allow for uses, densities and intensities already comparable to the existing development. The southern parcel, is located off Nine Mile road; the commercial development trend for Nine Mile road has focused on areas East and West from this parcel and located near the existing major intersections. PenAir Credit Union has been at this location on the south side on Nine Mile since 1996. No rezonings to surrounding properties since 2007. The development conditions of this section of Nine Mile have not drastically changed and the increase in density and intensity is not in the public interest.

Attachments

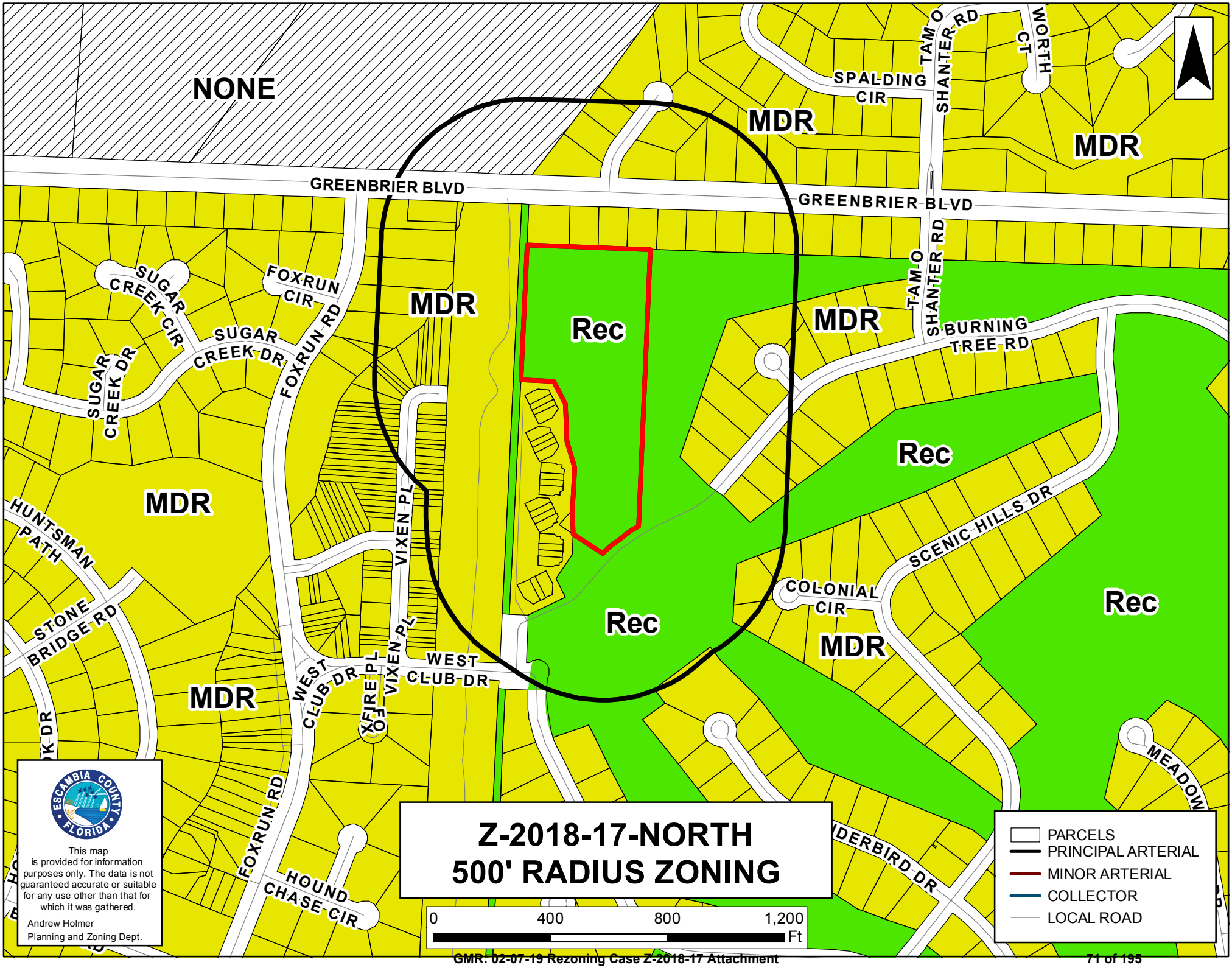
Working Case File

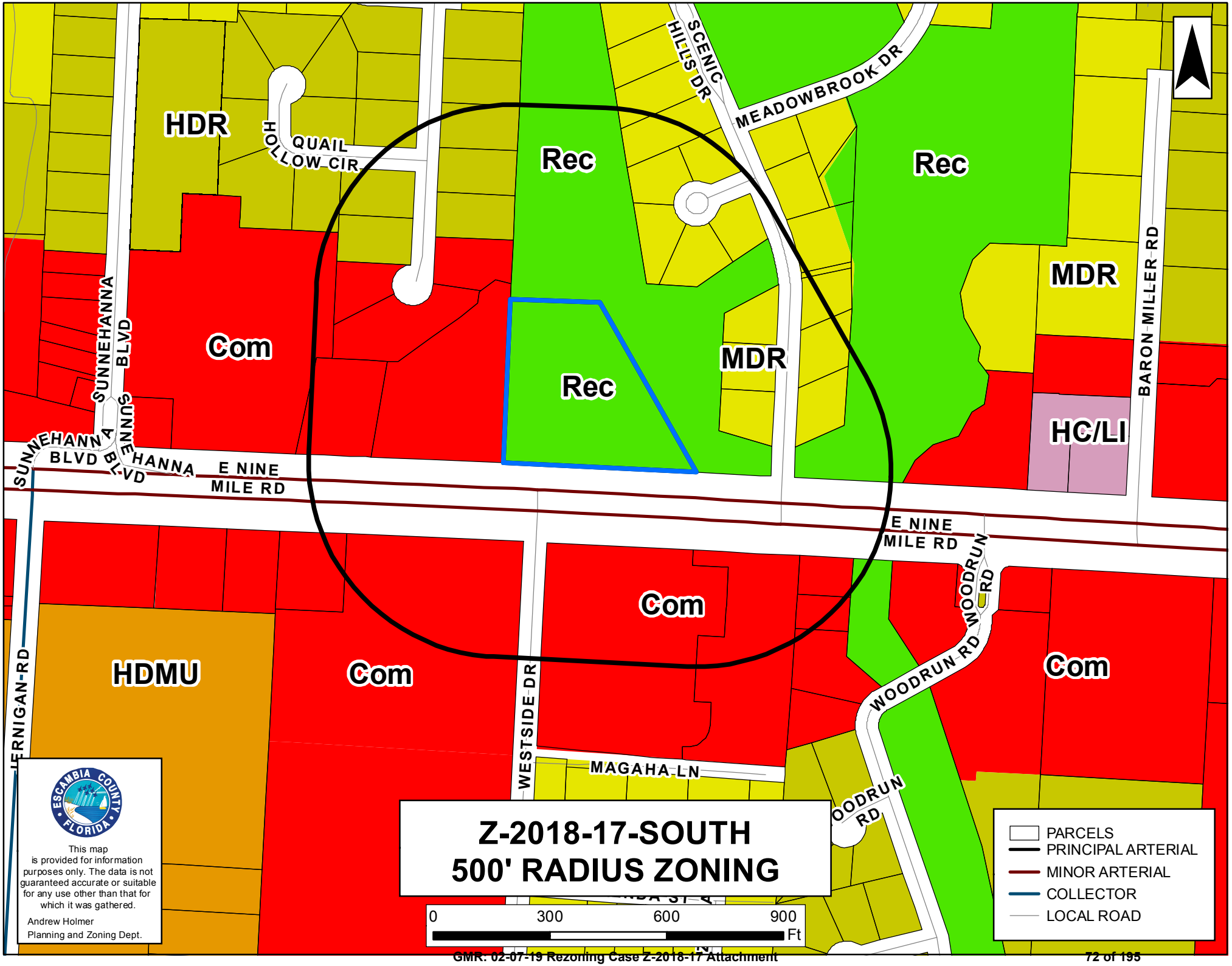


Z-2018-17
LOCATION MAP

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.


NONE
MDR
MDR
MDR
MDR
MDR
MDR
Rec
Rec
Rec
Rec
GREENBRIER BLVD
GREENBRIER BLVD
SPALDING CIR
TAM O SHANTER RD
WORTH CT
TAM O SHANTER RD
SUGAR CREEK CIR
SUGAR CREEK DR
SUGAR CREEK DR
FOXRUN CIR
FOXRUN RD
FOXRUN RD
BURNING TREE RD
HUNTSMAN PATH
STONE BRIDGE RD
VIXEN PL
VIXEN PL
WEST CLUB DR
WEST CLUB DR
XFIRE PL
SCENIC HILLS DR
COLONIAL CIR
MEADOW
HOUND CHASE CIR
Z-2018-17-NORTH
500' RADIUS ZONING
0
400
800
1,200
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.


HDR
QUAIL HOLLOW CIR
SCENIC HILLS DR
MEADOWBROOK DR
Rec
Rec
Rec
MDR
MDR
BARON MILLER RD
Com
SUNNEHANNA BLVD
SUNNEHANNA BLVD
HC/LI
E NINE MILE RD
E NINE MILE RD
WOODRUN RD
WOODRUN RD
Com
Com
Com
HDMU
WESTSIDE DR
MAGAHA LN
ERNIGAN RD
OODRUN RD
Z-2018-17-SOUTH
500' RADIUS ZONING
0
300
600
900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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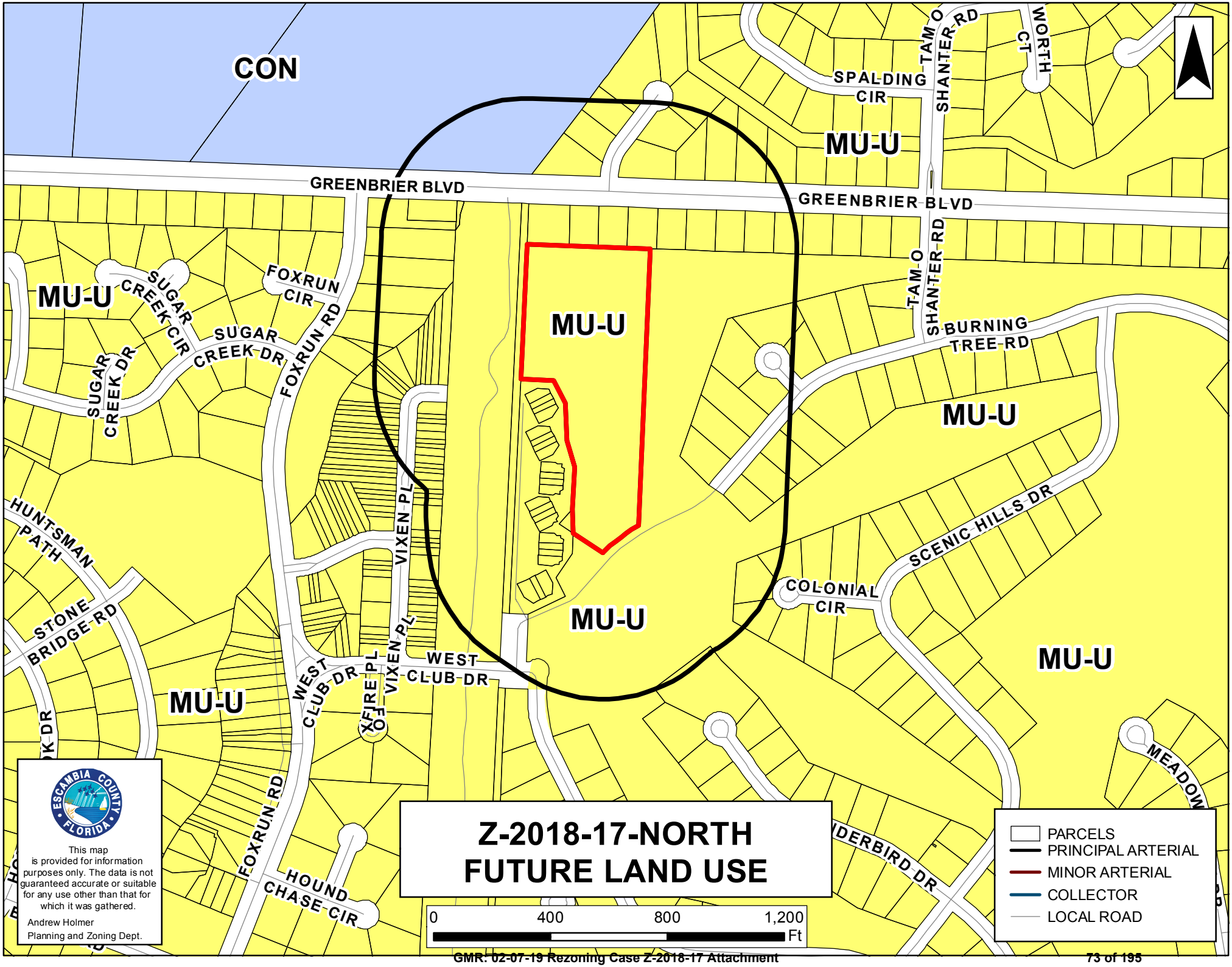
Andrew Holmer
Planning and Zoning Dept.


CON
MU-U
GREENBRIER BLVD
SPALDING CIR
TAM O SHANTER RD
WORTH CT
FOXRUN CIR
SUGAR CREEK CIR
SUGAR CREEK DR
FOXRUN RD
BURNING TREE RD
HUNTSMAN PATH
STONE BRIDGE RD
VIXEN PL
WEST CLUB DR
FOX FIRE PL
SCENIC HILLS DR
COLONIAL CIR
MEADOW
THUNDERBIRD DR
HOUND CHASE CIR
Z-2018-17-NORTH
FUTURE LAND USE
0 400 800 1,200 Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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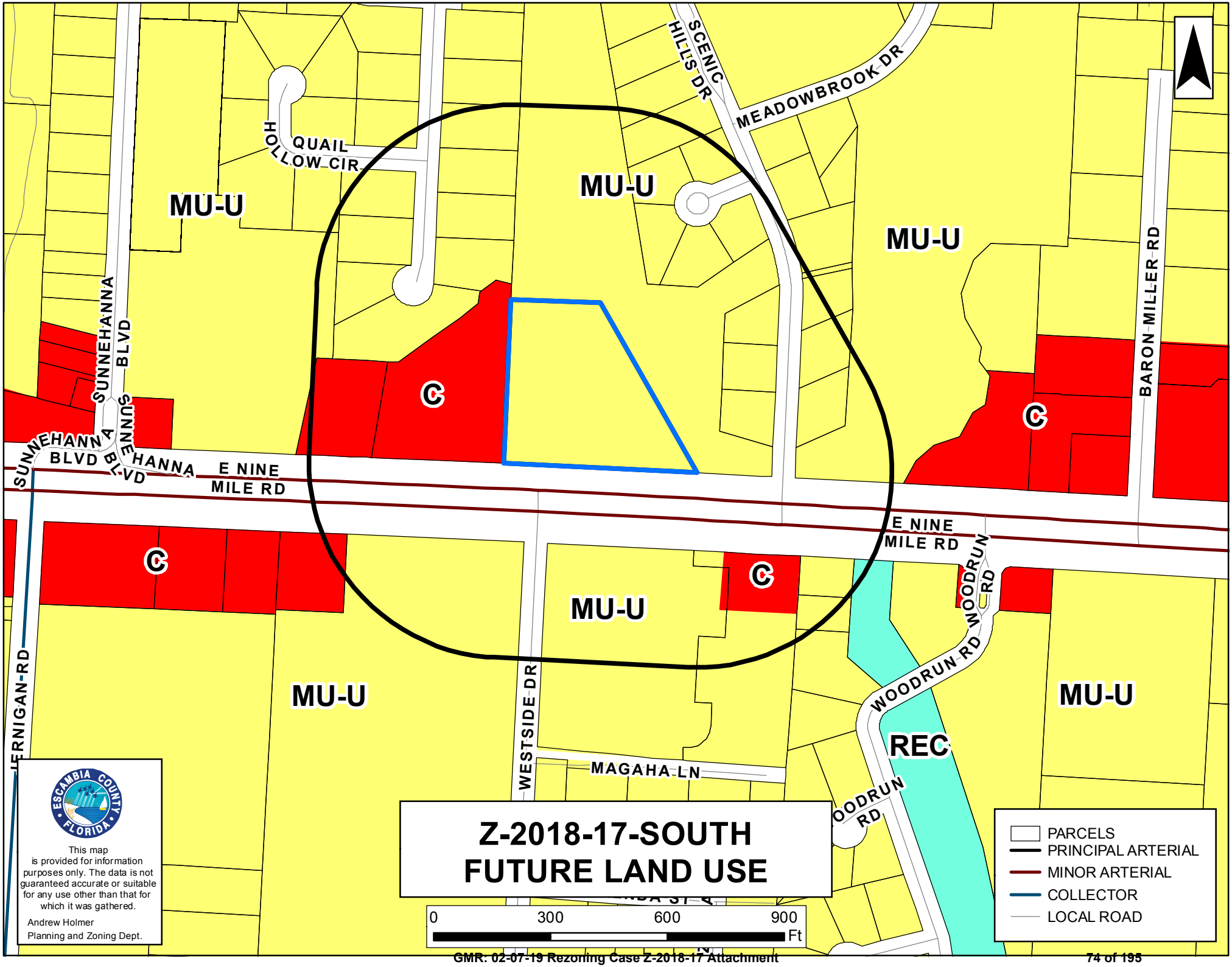
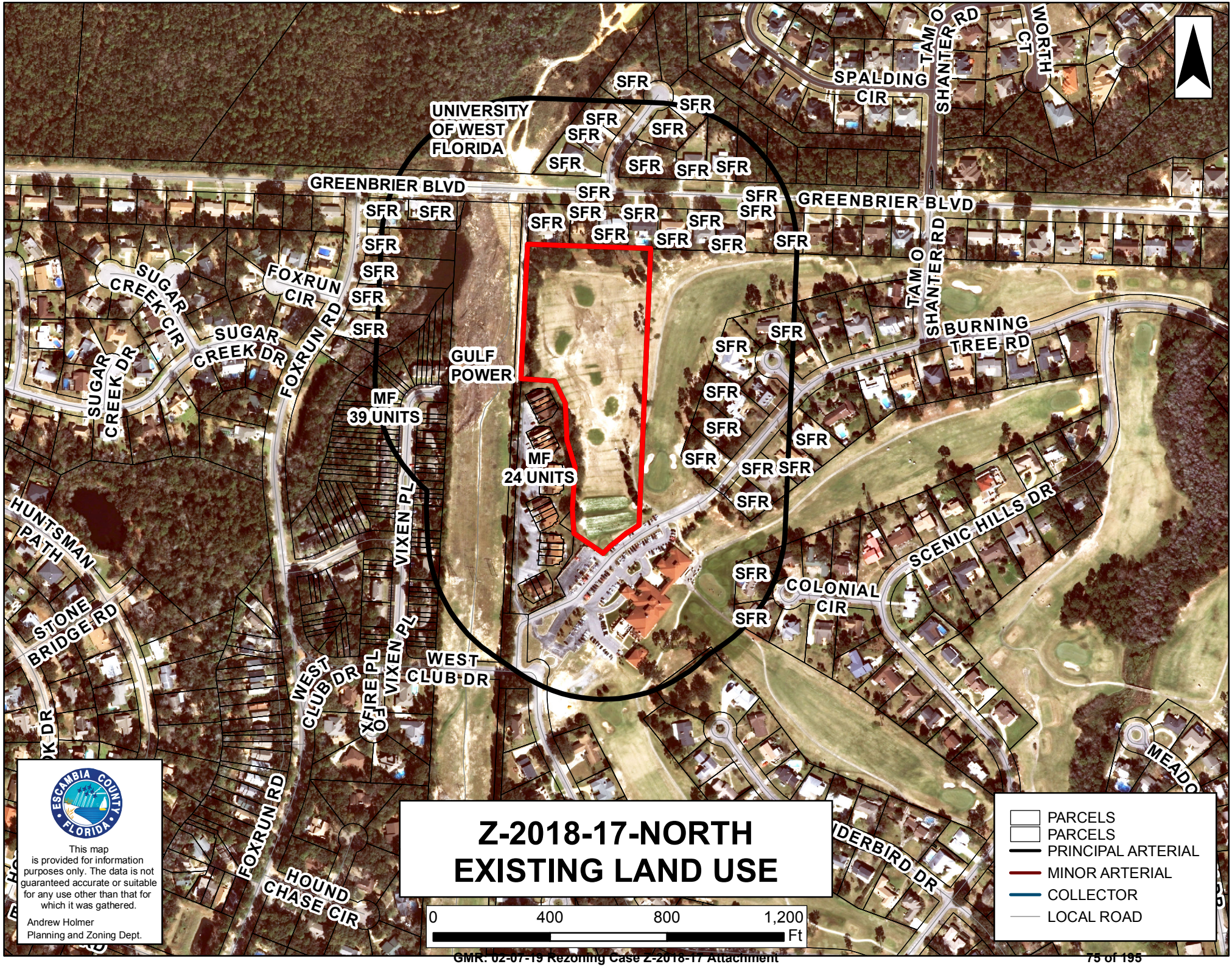
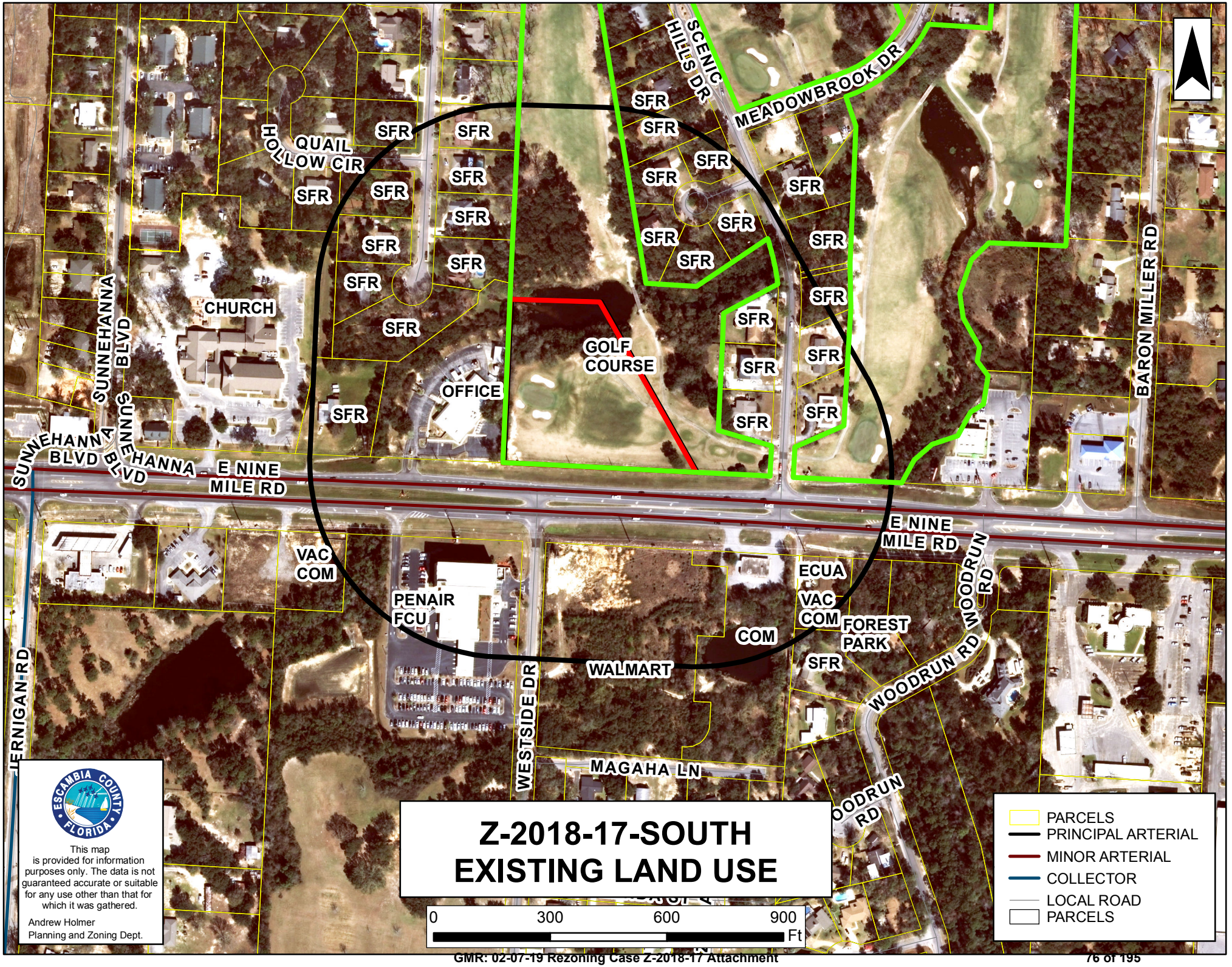
Andrew Holmer
Planning and Zoning Dept.

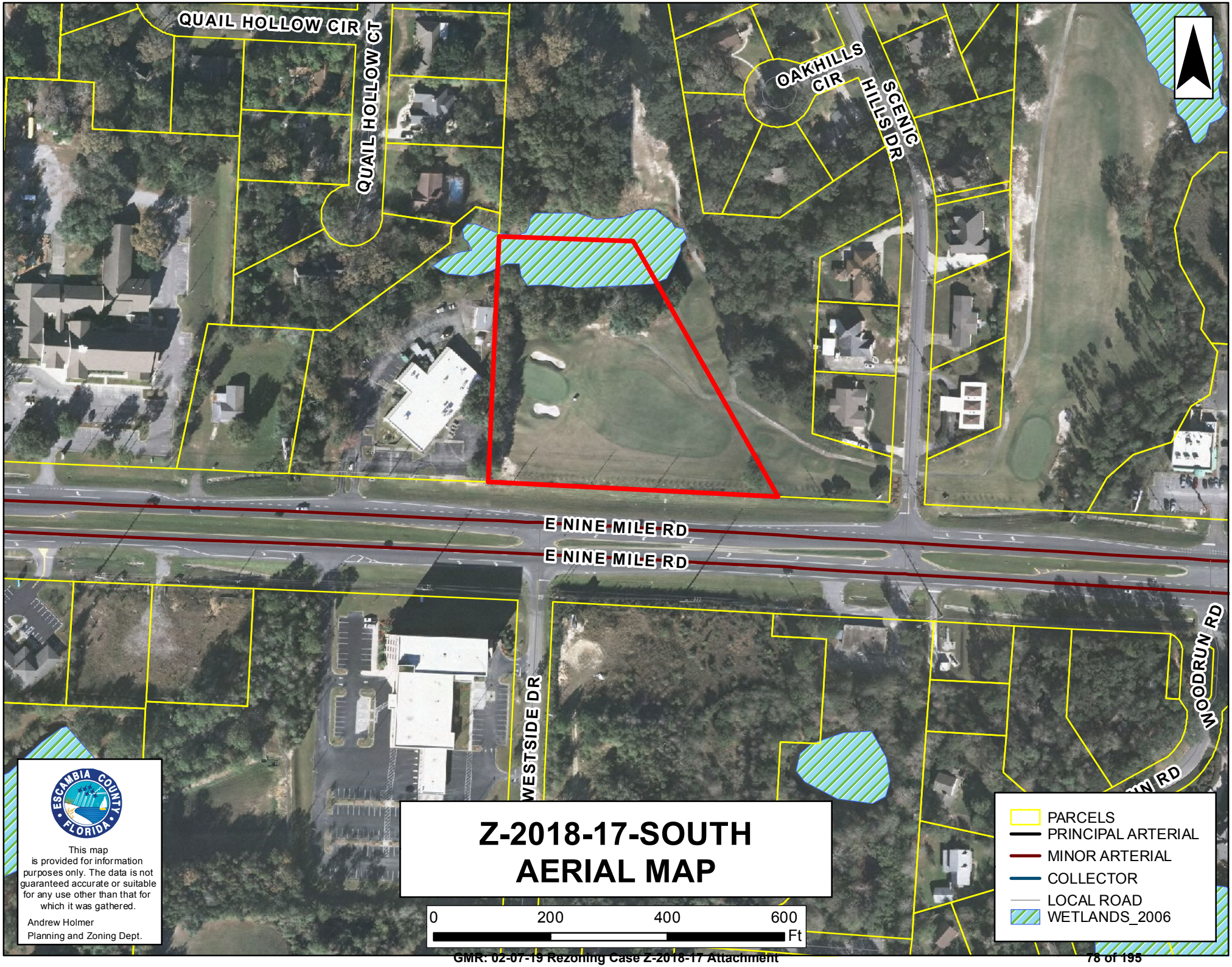

MU-U
MU-U
MU-U
C
C
C
C
MU-U
MU-U
MU-U
REC
QUAIL HOLLOW CIR
SCENIC HILLS DR
MEADOWBROOK DR
BARON MILLER RD
SUNNEHANNA BLVD
SUNNEHANNA BLVD
E NINE MILE RD
E NINE MILE RD
WOODRUN RD
WOODRUN RD
WESTSIDE DR
MAGAHA LN
ERNIGAN RD
Z-2018-17-SOUTH
FUTURE LAND USE
0 300 600 900 Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



Z-2018-17-NORTH
EXISTING LAND USE


SCENIC HILLS DR
MEADOWBROOK DR
BARON MILLER RD
QUAIL HOLLOW CIR
SUNNEHANNA BLVD
CHURCH
OFFICE
GOLF COURSE
SFR
E NINE MILE RD
VAC COM
PENAIR FCU
WALMART
COM
ECUA
FOREST PARK
WOODRUN RD
WESTSIDE DR
MAGAHA LN
IERNIGAN RD
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-2018-17-SOUTH
EXISTING LAND USE
0 300 600 900 Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
PARCELS

GREENBRIER BLVD
FOXRUN RD
FOXRUN CIR
VIXEN PL
VIXEN PL
VIXEN PL
FOXBOROUGH DR
MID PINES CIR
BURNING TREE RD
SCENIC HILLS DR
Z-2018-17-NORTH
AERIAL MAP
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
0
200
400
600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


QUAIL HOLLOW CIR
QUAIL HOLLOW CT
OAKHILLS CIR
SCENIC HILLS DR
E NINE MILE RD
E NINE MILE RD
WESTSIDE DR
WOODRUN RD
Z-2018-17-SOUTH
AERIAL MAP
0
200
400
600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
WETLANDS_2006
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.

PUBLIC HEARING SIGN NORTH PARCEL

LOOKING SOUTHEAST ACROSS BURNING TREE

LOOKING SOUTHWEST ALONG BURNING TREE

LOOKING NORTHEAST ALONG BURNING TREE

LOOKING NORTH AT THE PROPOSED PARCEL AREA

PUBLIC HEARING SIGN SOUTH PARCEL

LOOKING EAST ON NINE MILE ROAD

LOOKING WEST ON NINE MILE ROAD

LOOKING SOUTH ACROSS NINE MILE ROAD

LOOKING NORTH ONTO PARCEL FROM NINE MILE ROAD

LOOKING SOUTHWEST ACROSS NINE MILE

Wiley C."Buddy" Page, MPA, APA

Professional Growth Management Services, LLC
5337 Hamilton Lane Pace, Florida 32571
Cell 850.232.9853
budpagel@att.net

August 10, 2018
VIA HAND DELIVERY

Mr. Horace Jones, Director
Department of Growth Management
3363 West Park Avenue
Pensacola, Florida 32505

RE: Rezoning request: REC. to COMM and MDR
Parcel: Portions of 06-1S-30-1000-000-024
Owner: RNL Investment Group, LLC
Address: 8891 Burning Tree Road

Dear Mr. Jones:

The attached application requests Planning Board consideration to rezone a portion of Scenic Hills Country Club property at the southwest portion of the property as depicted on the attached survey and location maps from Recreation to Commercial. In addition, a second request to rezone a parcel located at the northwesterly end of the property from REC to MDR. As shown herein, the northerly site is adjacent to property currently zoned MDR, which is the same zoning as is being requested in the attached application. The southerly site is adjacent and across the road from uses currently zoned Commercial, which is the same zoning requested in the attached application. A letter indicating Home Owner Association approval is attached. In summary, the application is requesting two different and separate zoning categories for two sites located on opposite ends of the same parcel of property.

The application contains the required filing fee together with additional information regarding proof of ownership, corporate papers, a certified boundary survey and location maps.

Please contact me if you have any questions or require anything further. Thank you.

Very truly yours,

Wiley C."Buddy" Page

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-2018-17 Accepted by: [illegible] PB Meeting: 1/8/18

1. **Contact Information:**

   A. **Property Owner/Applicant:** RNL Investment Group, LLC

   Mailing Address: 8891 Burning Tree Road Pensacola, Florida 32514

   Business Phone: _____ Cell: _____

   Email: _____

   B. **Authorized Agent (if applicable):** Wiley C. "Buddy" Page

   Mailing Address: 5337 Hamilton Lane Pace, Florida 32571

   Business Phone: _____ Cell: 850-232-9853

   Email: budpage1@att.net

   Note: Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.

2. **Property Information:**

   A. Existing Street Address: 8891 Burning Tree Road

   Parcel ID (s): 06-1S-30-1000-000-024

   B. Total acreage of the subject property: 3.52 and 7.56

   C. Existing Zoning: REC

   Proposed Zoning: Commercial

   FLU Category: MU-U TBD

   D. Is the subject property developed (if yes, explain): VACANT

   E. Sanitary Sewer: [X] Septic: [ ]

3. Amendment Request

A. Please provide a general description of the proposed zoning request, explaining why it is necessary and/or appropriate.

Existing Recreation zoning restricts residential or commercial development plans

B. Rezoning Approval Conditions – Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

1. **Consistent with Comprehensive Plan.** The proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of its provisions.

The proposed zoning categorys is listed as an permitted use under the Mixed Use Urban +COM. FLU categories.

2. **Consistent with LDC.** The proposed rezoning is consistent with the stated purposes and intent of the LDC and not in conflict with any of its provisions.

The proposed zoning categorys is consistent with the intent and stated purposes of the LDC.

3. **Compatibility.** All land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning. This condition shall not apply to any conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities, or conditions.

   The proposed zoning category uses will be compatible with existing adjacent uses in the area.

4. **Changed conditions.** The area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

   The 9 Mile Road corridor continues to attract additional development activities

5. **Development patterns.** The proposed rezoning would contribute to or result in a logical and orderly development pattern.

   If approved, the resulting zoning category will be logical and orderly with existing development patterns and uses in the area.

6. **Effect on natural environment.** The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.

   Impacts on the natural environment will be minimal, if any.

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 8891 Burning Tree Road Pensacola, FL 32514, Florida, property reference number(s) 06-1S-30-1000-000-024 I hereby designate Wiley C."Buddy" Page for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this _____ day of _____ the year of, _____, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Wiley C."Buddy" Page Email: budpage1@att.net

Address: 5337 Hamilton Lane Pace, Florida 32571 Phone: 850-232-9853

Signature of Property Owner	RNL Investment Group, LLC Printed Name of Property Owner	09/24/18 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 24 day of SEPTEMBER 20 18

by LEO LYNNE.

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: FL DL

Jamie Smithee
Signature of Notary

Jamie Smithee
Printed Name of Notary

JAIME SMITHEE MOREAU
MY COMMISSION # FF969355
EXPIRES March 08, 2020
(407) 398-0153 FloridaNotaryService.com

(Notary Seal)

ZT All information given is accurate to the best of my knowledge and belief, and I understand that deliberate

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-30-1000-000-024

Property Address: 8891 Burning Tree Road

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 26TH DAY OF SEPTEMBER, YEAR OF 2018.

Signature of Property Owner	Printed Name of Property Owner	Date
	RNL Investment Group, LLC	09/26/18
Signature of Property Owner	Printed Name of Property Owner	Date

5. **Submittal Requirements**

A. ☐ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. ☐ Application 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	RNL Investment Group, LLC Printed Name Owner/Agent	09/26/18 Date
Signature of Owner	Printed Name of Owner	Date

STATE OF FL COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this 26 day of SEPTEMBER 20 18 by LEO LYNNE.

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: FL DL

Jamie Smithee — Jamie Smithee

Signature of Notary — Printed Name of Notary — (notary seal)

JAIME SMITHEE MOREAU
MY COMMISSION # FF969355
EXPIRES March 08, 2020
(407) 398-0153 FloridaNotaryService.com

Recorded in Public Records 9/7/2017 12:30 PM OR Book 7772 Page 1749,
Instrument #2017069366, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording $120.50 Deed Stamps $7,000.00

Prepared by:
Stephen R. Moorhead, Esq.
McDonald Fleming Moorhead
127 Palafox Place, Suite 500
Pensacola, FL 32502
RE-17-1249

SPECIAL WARRANTY DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: that UWF BUSINESS ENTERPRISES, INC., a Florida not for profit corporation, whose address is 11000 University Parkway, Building 10, Room 123, Pensacola, FL 32514 ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell and convey the below described property, situate, lying and being in the County of Escambia, State of Florida, unto RNL INVESTMENT GROUP, LLC, a Florida limited liability company, whose mailing address is 8891 Burning Tree Road, Pensacola, FL 32514 ("Grantee"), its successors and assigns:

SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE

Subject to taxes for the current year, zoning ordinances and restrictions, limitations, easements and other matters of record including, without limitation, those items identified in the attached Exhibit "B" (the "Permitted Exceptions"). And the said Grantor does hereby covenant with the said Grantee that, except for the Permitted Exceptions, at the time of the delivery of this deed the premises were free from all encumbrances made by Grantor, and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under it, but against none other.

DATED this the 31st day of August, 2017.

Witnesses:

UWF BUSINESS ENTERPRISES,
INC., a Florida not for profit
corporation

Printed name of witness Dawn McLin

Printed name of witness Stephen R. Moorhead

By: Dr. Steven Cunningham
Its: Chief Executive Officer

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31 day of August, 2017, by Dr. Steven Cunningham, as Chief Executive Officer of UWF Business Enterprises, Inc., a Florida not for profit corporation, on behalf of the corporation.

NOTARY PUBLIC
Print Name: STEPHEN R. MOORHEAD

_____ Personally Known
OR
✓ Produced Identification
Type of Identification Produced FL driver's license

STEPHEN R. MOORHEAD
Notary Public - State of Florida
My Comm. Expires Oct 23, 2018
Commission # FF 141541
Bonded Through National Notary Assn.

EXHIBIT "A"

Parcel 1 (North):

A portion of Parcel 1 and all of Lot 13 and a portion of Lot 22, Block R, SCENIC HILLS COUNTRY CLUB SUBDIVISION, a Subdivision of a portion of Sections 5 and 6, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat recorded in Plat Book 4, at page 77 of the Public Records of said County; together with a portion of said Section 5, the entire tract being more particularly described as follows:

Begin at the Southwest corner of Lot 1, Block Q, of said subdivision thence North 89° 18' 50" East along the Southerly line of Block Q and its Easterly extension for a distance of 1140.02 feet; thence North 45° 19' 05" East for a distance of 201.55 feet to a point on the Southerly right of way line of Greenbrier Boulevard (100' right of way); thence North 89° 18' 50" East along said Southerly right of way line for a distance of 634.62 feet to the Northeast corner of said Parcel 1; thence South 00° 32' 34" West along the East line of said Parcel 1 (said line also being the West line of the University of West Florida and the West line of Autumn Chase as recorded in Plat Book 10 at page 93 of the Public Records of said County) for a distance of 2251.22 feet to the Southwest corner of Lot 1 of said Autumn Chase; thence South 89° 38' 21" East along the South side of said Lot 1 for a distance of 25.00 feet to the Northwest corner of Lot 2, Block A, University Park, as recorded in Plat Book 7 at page 35 of the Public Records of said County; thence South 00° 32' 34" West along the West line of said Block A and its' Southerly extension for a distance of 252.47 feet to a point on the Northwesterly right of way line of Hillview Road (66' right of way); thence South 45° 21' 39" West along said Northwesterly right of way for a distance of 26.08 feet to the point of tangency of a circular curve concave to the Southeast having a radius of 126.00 feet and a delta angle of 45° 00' 00"; thence Southwesterly along said right of way line and the arc of said curve for an arc distance of 98.96 feet (chord bearing South 22° 51' 40" West, chord = 96.44') to the end of said curve; thence South 00° 14' 31" East along said right of way line for a distance of 0.18 feet; thence South 89° 59' 09" West along the North line of Highlands at Scenic Hills (as recorded in Plat Book 14, at page 15 of the Public Records of said County) and its' Easterly extension for a distance of 656.52 feet to the Northwest corner of the retention area as shown on said plat of said subdivision; thence South 00° 01' 12" West along the West line of said subdivision for a distance of 249.90 feet; thence North 89° 58' 48" West for a distance of 6.57 feet to a point on the Easterly right of way line of Meadowbrook Drive (60' right of way), said point being on circular curve concave to the West having a radius of 399.65 feet and a delta angle of 15° 58' 20"; thence Northwesterly along said right of way line and the arc of said curve for an arc distance of 111.41 feet (chord bearing North 04° 35' 36" West, chord = 111.05); to the point of tangency of said curve; thence North 12° 34' 46" West along said right of way line for a distance of 315.38 feet to a point on the Southerly right of way line of Burning Tree Road (60' right of way); thence North 81° 36' 28" East along said Southerly right of way line for a distance of 256.29 feet to the point of curvature of a non-tangent curve concave to the Northwest having a radius of 178.18 feet and a delta angle of 19° 18' 02"; thence Northeasterly along said right of way line and the arc of said curve for an arc distance of 60.02 feet (chord hearing North 71° 57' 07" East, chord = 59.74') to the Southwest corner of Lot 1, Block R of the aforesaid Scenic Hills Country Club Subdivision; thence South 84° 34' 57" East along the South line of said Lot 1 for a distance of 210.83 feet to the Southeast corner of said Lot 1; thence North 05° 25' 03" East along the Easterly lines of lots 1 through 12, inclusive, of said Block R for a distance of 1219.91 feet to the Northeast corner of said Lot 12; thence South 86° 44' 14" West along the Northerly line of said Lot 12 for a distance

of 134.42 feet to the Easterly right of way line of the aforesaid Burning Tree Road, said point being on a circular curve concave to the Southwest having a radius of 250.37 feet and delta angle of 20° 35' 46"; thence Northwesterly along said right of way line for an arc distance of 90.00 feet (chord bearing = North 20° 35' 46" West, chord = 89.52') to the most Southerly corner of Lot 14 of said Block R; thence North 70° 54' 33" East along the Southeasterly line of said Lot 14 for a distance of 134.16 feet to the most Easterly corner of said Lot 14; thence North 30° 19' 55" West (this course and the next four courses are along the Northeasterly line of Lots 14 through 21, inclusive, of said Block R) for a distance of 410.35 feet; thence North 31° 06' 24" West for a distance of 19.23 feet; thence North 34° 00' 57" West for a distance of 52.60 feet; thence North 36° 08' 33" West for a distance of 256.97 feet; thence North 38° 22' 04" West for a distance of 114.25 feet to the most Northerly corner of said Lot 21; thence South 87° 08' 13" West for a distance of 88.62 feet; thence south 41° 41' 19" West for a distance of 64.12 feet to a point on the Northerly right of way line of the aforesaid Burning Tree Road, said point being on a circular curve concave to the South having a radius of 601.05 feet and a delta angle of 66° 55' 58"; thence Northwesterly, Westerly, and Southwesterly along said right of way line and the arc of said curve for an arc distance of 702.14 feet (chord bearing = North 80° 41' 25" West, chord = 662.89') to the end of said curve; thence South 65° 47' 57" West (this course and the next four courses are along the said right of way line) for a distance of 86.95 feet to the point of curvature of a non-tangent curve concave to the Northwest having a radius of 542.96 feet and a delta angle of 19° 55' 36"; thence Southwesterly along the arc of said curve for an arc distance of 188.83 feet (chord bearing = South 75° 48' 39" West, chord = 187.88') to the end of said curve; thence South 85° 49' 21" West for a distance of 128.64 feet to the point of curvature of a non - tangent circular curve concave to the Southeast having a radius of 290.44 feet and a delta angle of 13° 51' 00"; thence Southwesterly along the arc of said curve for an arc distance of 70.21 feet (chord bearing = South 78° 52' 26" West, chord = 70.00') to the end of said curve; thence South 71° 56' 20" West for a distance of 23.11 feet to a point on the arc of a circular curve concave to the East having a radius of 300.55 feet and a delta angle of 17° 51' 53"; thence Northwesterly along the arc of said curve (this course and the next two courses are along the Easterly right of way line of Tam O'Shanter Road 60' right of way) for an arc distance of 93.71 feet (chord bearing = North 03° 45' 19" West, chord = 93.33') to the point of tangency of said curve; thence North 05° 10' 37" East for a distance of 101.42 feet to the point of curvature of a non-tangent circular curve concave to the West having a radius of 602.96 feet and a delta angle of 05° 27' 14"; thence Northeasterly along the arc of said curve for an arc distance of 57.39 feet (chord bearing = North 02° 27' 04" East, chord = 57.37') to the Point of Beginning.

Less and Except

That portion of the above described lands conveyed by Quit Claim Deed to Patrick A. Tillery and Linda E. Tillery, husband and wife, dated May 15, 2002 and recorded May June 3, 2002 in Official Records Book 4913, Page 436, of the public records of Escambia County, Florida.

Also Less and Except

That portion of the above described lands conveyed by Quit Claim Deed to Jay Robert Cook and Elizabeth A. Cook, husband and wife, dated May 15, 2002 and recorded June 3, 2002 in Official Records Book 4913, Page 455, of the public records of Escambia County, Florida.

Parcel 1 (South):

A portion of Parcel 1, SCENIC HILLS COUNTRY CLUB SUBDIVISION, a Subdivision of a portion of Sections 5 and 6, Township 1 South, Range 30 West, Escambia County, Florida, as recorded in Plat Book 4, at page 77 of the Public Records of said County and a portion of Lots 2, 3, 4, 5, 6, and 7, Block V, Scenic Hills Country Club Subdivision, according to the said plat, the entire tract being more particularly described as follows:

Commence at the Southwest corner of the said Parcel 1; thence South 89° 27' 33" East along the South line of the said Parcel 1 for a distance of 234.84 feet, more or less, to a point on the centerline of Thompson Bayou Creek for the Point of Beginning, thence North 89° 27' 33" West along the line last traversed for a distance of 234.84 feet, more or less, to the said Southwest corner of Parcel 1; thence North 00° 00' 08" East (this course and the next eight courses are along the Westerly line of the said Parcel 1) for a distance of 70.45 feet; thence North 63° 20' 08" East for a distance of 130.00 feet; thence North 00° 00' 08" East for a distance of 430.00 feet; thence North 23° 52' 49" West for a distance of 228.52 feet; thence North 34° 17' 14" East for a distance of 165.77 feet; thence North 22° 00' 59" West for a distance of 80.00 feet to a point on the Southeasterly right of way line of Meadowbrook Drive (60' right of way), said point being the point of curvature of a circular curve concave to the Northwest having a radius of 373.77 feet and a delta angle of 44° 17' 21"; thence Northeasterly along the arc of the said curve for an arc distance of 288.92 feet, (chord = 281.78', chord bearing = North 45° 49' 20" East); thence South 89° 06' 05" East for a distance of 170.00 feet; thence North 02° 54' 10" West for a distance of 101.10 feet to the Northeast corner of Lot 1 of the said Block V; thence North 89° 21' 19" West along the North line of the said Lot 1 for a distance of 15.16 feet; thence North 08° 59' 57" East for a distance of 101.06 feet; thence North 89° 24' 19" West for a distance of 10.11 feet; thence North 08° 59' 57" East for a distance of 462.09 feet to a point on the Southeast line of Lot 8 of the said Block V; thence South 49° 39' 47" East along the said Southwest line of Lot 8 for a distance of 29.27 feet to the most Southerly corner of said Lot 8; thence North 08° 59' 57" East (this course and the next course are along the Easterly line of the said Lot 8) for a distance of 99.99 feet; thence North 34° 12' 54" West for a distance of 103.00 feet to a point on the said Southeasterly right of way line of Meadowbrook Drive, said point being on the arc of a circular curve concave to the Northwest having a radius of 399.65 feet and a delta angle of 04° 18' 03"; thence Northeasterly along the arc of the said curve for an arc distance of 30.00 feet (chord = 29.99', chord bearing = North 52° 05' 59" East) to the Southwest corner of the parcel of property described in Official Records Book 2925 at page 698 of the said Public Records; thence South 39° 49' 44" East (this course and the next course are along the South line of the said parcel of property) for a distance of 15.00 feet; thence North 89° 47' 56" East for a distance of 138.64 feet to a point on the East line of the said Parcel 1; thence South 00° 01' 12" West along the said East line of Parcel 1, being the West line of Highlands at Scenic Hills according to the plat recorded in Plat Book 14, at page 15 of the said Public Records, for a distance of 1378.07 feet; thence North 89° 37' 48" West along the South line of the said Parcel 1 for a distance of 260.08 feet, more or less to a point on the said centerline of Thompson Bayou Creek; thence meander Southerly along the said centerline of Thompson Bayou Creek for a distance of 730 feet, more or less to the Point of Beginning.

LESS AND EXCEPT

That portion of the above described property conveyed to Alex L. Davis and Margaret Davis husband and wife, by Warranty Deed, recorded April 28, 2010 in Official Records Book 6585, Page 168, and re-recorded July 16, 2010 in Official Records Book 6614, Page 460, of the public records of Escambia County, Florida.
Parcel 2

A portion of Parcel 2; portions of Lots 2 through 6, inclusive, Block "G", a portion of Lot 1, Block H; Lot 9 Block M; and portions of Lots 2 through 4 inclusive Block U, Scenic Hills Country Club Subdivision, a subdivision of a portion of Section 5 and 6, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat recorded in Plat Book 4, page 77 of the Public Records of said County; the entire tract being more particularly described as follows:

Commence at the intersection of the Easterly right of way Line of Scenic Hills Drive (60' right of way) and the Northerly right of way of Meadowbrook Drive (60' right of way) for the Point of Beginning, thence North 25° 56' 59" West along said Easterly right of way line for a distance of 664.02 feet; thence North 64° 03' 01" East for a distance of 110.00 feet; thence North 25° 56' 59" West for a distance of 120.00 feet to a point on the Southeasterly line of Lot 8, Block F, of said Subdivision; thence North 68° 06' 27" East along said lot line for a distance of 51.05 feet to the most Easterly corner of said Lot 8, thence North 31° 55' 43" West along the Easterly line of said Block F for a distance of 67.04 feet; thence North 04° 19' 31" West along said Easterly line for a distance of 776.45 feet to the Northeast corner of Lot 1, of said Block F; thence North 54° 29' 02" West along the Northerly line of said Lot 1 for a distance of 48.15 feet to a point on the aforesaid Easterly right of way line of Scenic Hills Drive; thence North 35° 30' 58" East along said right of way line for a distance of 107.09 feet to the Southwest corner of Lot 1, Block G of said subdivision; thence South 54° 29' 02" East along the Southwesterly line of said Block G for a distance of 135.42 feet; thence South 38° 35' 34" East for a distance of 67.62 feet; thence South 16° 53' 43" East for a distance of 288.65 feet to a point on the Northerly line of Lot 6 of said Block G; thence South 83° 40' 04" West along said Northerly line for a distance of 10.17 feet; thence South 16° 53' 43" East for a distance of 91.20 feet to a point on the Northerly line of Lot 7 of said Block G; thence North 87° 32' 55" West along said Northerly line for a distance of 15.90 feet to the Northwest corner of said Lot 7; thence South 16° 53' 43" East along the Westerly line of said Lot 7 for a distance of 201.31 feet to the point of curvature of a circular curve (cul-de-sac), concave to the Northeast having a radius of 60.00 feet and a delta angle of 60° 06' 50"; said point also lying on the right of way of Thunderbird Drive (60' right of way); thence Southeasterly along the arc of said curve and along said right of way for an arc distance of 62.95 feet (chord bearing of South 42° 43' 18" East; chord distance of 60.10 feet); thence South 17° 14' 08" West for a distance of 110.00 feet; thence South 83° 13' 24" East for a distance of 144.91 feet; thence North 27° 24' 33" East for a distance of 78.08 feet; thence North 20° 59' 50" East for a distance of 137.47 feet; thence North 12° 32' 13" East for a distance of 154.94 feet; thence North 38° 36' 25" West for a distance of 52.59 feet; thence South 89° 33' 50" West for a distance of 90.00 feet to a point on the Easterly right of way line of said Thunderbird Drive, said point lying on a circular curve concave to the Southwest and having a radius of 777.34 feet and a delta angle of 11° 26' 36"; thence Northwesterly along said right of way and the arc of said curve for an arc distance of 155.25 feet (chord beating of North 06° 09' 31" West, chord distance of 154.99 feet); thence North 78° 07' 05" East for a distance of 130.00 feet; thence North 15° 34' 02' West for a distance of 116.64 feet to the most Easterly corner of Lot 6, Block H of said subdivision; thence North 22° 45' 14" West (this course and the next three courses are along the Northeasterly line of said Block H) for a distance of 110.82 feet; thence North 29° 45' 22" West for a distance of 110.82 feet; thence North 36° 45' 30" West for a distance of 110.82 feet; thence North 43° 45' 38" West for a distance of 86.15 feet to the Southeast corner of Lot 1 of said Block H; thence North 18° 35' 21" East for a distance of 126.66 feet to a point on the Northerly line of said Lot 1; thence North 43° 55' 48" West for a distance of 110.54 feet to a point on the aforesaid Easterly right of way line of Scenic Hills Drive, said point lying on a circular curve concave to the West having a radius of 321.33 feet and a delta angle of 55° 28' 06"; thence Northwesterly along said right of way and the arc of said curve for an arc distance of 311.08 feet (chord bearing of North 02° 44' 16" West, chord distance of 299.07 feet); thence North 43° 41' 37" East for a distance of 132.19 feet; thence North 46° 18' 23" West for a distance of 290.00 feet; thence North 43° 41' 37" East for a

distance of 20.00 feet; thence North 42° 46' 39" West for a distance of 116.64 feet to the most Southerly corner of Lot 3, Block M of said subdivision; thence North 46° 47' 19" East along the Southeasterly line of said Block M for a distance of 624.15 feet to the most Easterly corner of Lot 8 of said Block M; thence North 30° 48' 23" West along the Northeasterly line of said Lot 8 for a distance of 128.55 feet to a point on the aforementioned Easterly right of way line of Scenic Hills Drive; thence North 59° 11' 37" East (this course and the next four courses are along the said right of way line) for a distance of 8.87 feet to a point on a non-tangent circular curve concave to the Northwest having a radius of 220.98 feet and a delta angle of 67° 35' 59"; thence Northeasterly along the arc of said curve for an arc distance of 260.72 feet (chord bearing of North 25° 23' 01" East chord distance of 245.86 feet) to the end of said curve; thence North 08° 24' 22" West for a distance of 172.88 feet to the point of curvature of a circular curve concave to the East having a radius of 322.95 feet and a delta angle of 10° 07' 56"; thence Northwesterly along the arc of said curve for an arc distance of 57.11 feet (chord bearing of North 03° 20' 22" West, chord distance of 57.04 feet) to the point of tangency of said curve; thence North 01° 43' 38" East for a distance of 122.91 feet to the Southerly right of way line of Burning Tree Road (60' right of way), said point lying on a circular curve concave to the Southwest having a radius of 541.05 feet and a delta angle of 47° 46' 17"; thence Southeasterly along said Southerly right of way and the arc of said curve for an arc distance of 451.11 feet (chord bearing of South 76° 26' 16" East, chord distance of 438.16 feet) to the most Northerly corner of Lot 20, Block S of said subdivision; thence South 36° 17' 12" West along the Westerly line of said Block S for a distance of 174.03 feet to the most Westerly corner of said Lot 20; thence South 41° 25' 27" East (this course and the next three courses are along the Westerly line of said Block S) for a distance of 463.82 feet; thence South 30° 19' 55" East for a distance of 299.92 feet; thence South 15° 19' 18" East for a distance of 65.47 feet; thence South 05° 25' 03" West for a distance of 1126.81 feet to a point on the Northerly right of way line of the aforesaid Burning Tree Road; thence South 81° 36' 28" West along said Northerly right of way lire for a distance of 79.15 feet to the Southeast corner of Lot 1, Block T of said subdivision; thence North 09° 48' 43" West (this course and the next five courses are along the Northeasterly line of said Block T) for a distance of 309.57 feet; thence North 10° 13' 37" West for a distance of 108.73 feet; thence North 22° 52' 13" West for a distance of 115.06 feet; thence North 36° 21' 48" West for a distance of 115.06 feet; thence North 49° 51' 22" West for a distance of 115.06 feet; thence North 60° 52' 51" West for a distance of 103.20 feet to the Northwest corner of Lot 8 of said Block T; thence South 39° 26' 07" West along the Westerly line of said Lot 8 for a distance of 110.00 feet to a point on a circular curve (cul-de-sac) concave to the Southeast having a radius of 60.00 feet and a delta angle of 156° 04' 29", said point also lying on the right of way of the aforesaid Meadowbrook Drive; thence Northwesterly, Westerly, Southwesterly, and Southerly along said right of way and the arc of said curve for an arc distance of 163.44 feet (chord bearing of South 59° 09' 09" West, chord distance of 117.39 feet) to the Northwest corner of Lot 13, Block U of said subdivision; thence South 11° 10' 49" West along the West line of said Block U for a distance of 199.94 feet to the Southwest corner of said Lot 1; thence South 50° 07' 46" East (this course and the next course are along the Westerly line of said Block U) for a distance of 153.20 feet; thence South 29° 17' 14" East for a distance of 208.70 feet to the Northwest corner of Lot 8 of said Block U; thence South 77° 25' 14" West along a Westerly extension of the North line of said Lot 8 for a distance of 141 feet, more or less, to a point on the bank of Governors Bayou Creek; thence meandering Southeasterly along said Creek Bank for a distance of 100 feet, more or less, to a point on a line passing through the Southwest corner of said Lot 8 having a bearing of South 77° 25' 14' West, said line being a Westerly projection of the South line of said Lot 8; thence North 77° 25' 14" East along said Westerly projection for a distance of 148 feet, more or less, to the aforesaid Southwest corner of said Lot 8; thence South 12° 34' 46" East (this course and the next course arc along the aforesaid Westerly line of said Block U) for a distance of 199.83 feet; thence South 19° 37' 04" west for a distance of 118.10 feet to the Northwest corner of Lot 4 of said Block U; thence North

77° 25' 14" East along the North line of said Lot 4 for a distance of 29.54 feet; thence South 19° 37' 04" West for a' distance of 54.41 feet; thence South 20° 37' 47" East for a distance of 210.77 feet to a point on the Northeasterly line of Lot 1 of said Block U; thence North 72° 54' 00" West along said Northeasterly line for a distance of 31.61 feet to the most Northerly corner of said Lot 1; thence South 20° 37' 47" East along the Westerly line of said Lot 1 for a distance of 206.08 feet to a point on the aforesaid Northerly right of way line of Meadowbrook Drive; said point lying on a circular curve concave to the Northwest having a radius of 339.65 feet and a delta angle of 15° 47' 25"; thence Southwesterly along said Northerly right of way and the arc of said curve for an arc distance of 93.60 feet (chord bearing of South 53° 40' 21" West, chord distance of 93.31 feet) to the end of said curve; thence South 61° 35' 10" West for a distance of 68.88 feet to the most Easterly corner of Lot 8, Block W of said subdivision; thence North 28° 24' 50" West along the Northeasterly line of said Lot 8 for a distance of 190.00 feet to the most Northerly corner of said Lot 8; thence south 38° 33' 45" West (this course and the next four courses are along the Westerly line or said Block W) for a distance of 156.81 feet; thence South 25° 18' 12" West for a distance of 283.17 feet; thence South 02° 15' 59" East for a distance of 100.12 feet; thence South 13° 26' 25" East for a distance of 309.23 feet; thence South 25° 39' 16" East for a distance of 216.80 feet to a point on the aforesaid Northerly right of way line of Meadowbrook Drive, said point lying on a circular curve concave to the Northwest having a radius of 313.77 feet and a delta angle of 40° 24' 09"; thence Southwesterly along said Northerly right of way and the arc of said curve for an arc distance of 221.26 feet (chord bearing of South 47° 45' 44" West; chord distance of 216.70 feet) to the end of said curve; thence South 67° 59' 01" West along said Northerly right of way line for a distance of 272.05 feet to the Point of Beginning.

Parcel 3 South and West Strip

A portion of Parcel 3, Scenic Hills Country Club Subdivision, a subdivision of a portion of Sections 5 and 6, Township 1 South, Range 30 West, Escambia County, Florida according to the plat recorded in Plat Book 4, at page 77 of the Public Records of said County and a portion of the said Section 6, the entire tract being more particularly described as follows:

Commence at the Southwest corner of Block K, Scenic Hills Country Club Subdivision, according to the said plat for the Point of Beginning. Thence North 00° 04' 25' West along the West line of said Block K for a distance of 904.46 feet to the South line of said Parcel 3; thence North 88° 05' 23" East along the South line of said Parcel 3 for a distance of 70.29 feet to the Westerly right of way line of Burning Tree Road (60' right of way); said point also being a point on the arc of a circular curve concave to the East having a radius of 482.34 feet and a delta angle of 03° 54' 43"; thence Northerly along the said Westerly right of way line and arc of the said curve for an arc distance of 32.93 feet (chord distance of 32.93 feet, chord bearing of North 00° 02' 44" East) to a point on the South right of way line of West Club Drive (60' right of way) according to the Deed recorded in Official Records Book 1396, at page 687 of the said Public Records; thence South 89° 55' 35" West along said South right of way line for a distance of 96.69 feet to a point on the West line of the West one half (1/2) of the Northeast one-quarter (1/4) of the said Section 6; thence South 00° 00' 13" West along said West line of the West 1/2 for a distance of 939.62 feet to the Southwest corner of the said West 1/2 of the Northeast 1/4; thence North 89° 57' 50" East along the South line of said Northeast 1/4 for a distance of 27.63 feet to the Point of Beginning. All lying and being in Section 6, Township 1 South, Range 30 West, Escambia County, Florida.

Parcel 3, 4, R/W Strip

A portion of Parcel 3 and of Parcel 4, Scenic Hills Country Club Subdivision, a subdivision of a portion of Sections 5 and 6, Township 3. South, Range 30 West, Escambia County, Florida

according to the plat recorded in Plat Book 4, at page 77 of the Public Records of said County; a portion of the said Section 6, a portion of Burning Tree Road (60' right of way) as vacated in Official Records Book 1321, at page 430 of the said Public Records; a portion of Lot 10, Block J, Scenic Hills Country Club Subdivision according to the said plat and all of Lot 15, Block N, Scenic Hills Country Club Subdivision, according to the said plat; the entire tract being more particularly described as follows:

Commence at the most Westerly corner of Lot 14, Block N, Scenic Hills Country Club Subdivision, according to the said plat for the Point of Beginning, thence South 48° 25' 23" East along the Southwest line of said Lot 4 for a distance of 134.19 feet; thence North 49° 20' 40" East (this course and the next course are along the Southerly line of said Block N) for a distance of 633.14 feet; thence North 76° 50' 33" East for a distance of 697.26 feet to the West right of way line of Scenic Hills Drive (60' right of way); thence South 08° 24' 22" East along the said West right of way line for a distance of 125.55 feet to the Northeast corner of Block L, Scenic Hills Country Club Subdivision, according to the said plat; thence South 62° 07' 30" West (this course and the next five courses are along the Northerly, West, and Southwest lines of Block L) for a distance of 160.20 feet; thence South 62° 03' 37" West for a distance of 499.90 feet; thence South 66° 09' 35" West for a distance of 694.91 feet; thence South 00° 04' 10" West for a distance of 191.58 feet, thence South 61° 59' 29" East for a distance of 480.33 feet; thence South 56° 15' 15" East for a distance of 630.63 feet to a point on the West right of way of Scenic Hills Drive, said point also being on a circular curve concave to the West, having a radius of 261.33 feet and a delta angle of 32° 20' 45"; thence Southwesterly along the arc of said curve for an arc distance of 147.53 feet (chord = 145.58', chord bearing = South 19° 12' 28" West) to the Northeast corner of Block "I", Scenic Hills Country Club Subdivision according to the said plat; thence North 54° 29' 02" West (this course and the next six courses are along the Northerly, Northeasterly, Northwesterly, Southwesterly, and Southerly lines of said Block I) for a distance of 62.00 feet; thence North 70° 28' 40" West for a distance of 607.72 feet; thence North 38° 49' 13" West for a distance of 454.14 feet; thence South 49° 54' 41" West for a distance of 367.07 feet; thence South 40° 54' 46" East for a distance of 458.14 feet; thence South 60° 34' 17" East for a distance of 518.45 feet; thence South 70° 57' 46" East for a distance of 223.01 feet to the aforesaid West right of way of Scenic Hills Drive; thence South 35° 30' 58" West (this course and the next course are along the said West right of way) for a distance of 118.88 feet to the point of curvature of a circular curve concave to the East having a radius of 500.92 feet and a delta angle of 04° 30' 16"; thence Southwesterly along the arc of said curve for an arc distance of 39.38 feet (chord = 39.37', chord bearing = South 33° 13' 24" West) to the Northerly right of way of Burning Tree Road (60' right of way), said point being on a circular curve concave to the South having a radius of 316.48 feet and a delta angle of 34° 02' 09"; thence Northwesterly (this course and the next course are along the said Northerly right of way) along said curve for an arc distance of 186.00 feet (chord = 185.25', chord bearing = North 73° 01' 16" West) to the point of tangency of said curve; thence South 89° 57' 39" West for a distance of 202.36 feet to the Southeast corner of Block J, Scenic Hills Country Club Subdivision, according to the said plat; thence North 00° 02' 21" West (this course and the next three courses are along the East and Northeasterly lines of said Block J) for a distance of 85.00 feet to the Northeast corner of said Block J; thence North 79° 03' 20" West for a distance of 338.62 feet; thence North 44° 47' 31" West for a distance of 74.98 feet; thence North 29° 42' 45" West for a distance of 599.77 feet to the Southerly line of parcel described in O.R. Book 202, page 688, of the said public records; thence South 78° 34' 12" West along the said Southerly line for a distance of 131.54 feet to the aforementioned East right of way of said Burning Tree Road, said point being on a circular curve concave to the East having a radius of 422.34 feet and a delta angle of 24° 25' 21"; thence Northwesterly along the said East right of way and the arc of said curve for an arc distance of 180.02 feet (chord = 178.66', chord bearing = North 08° 35' 22" West) to the point of a cusp being of a circular curve, cul-

de-sac, being described in O.R. Book 1396, page 687 of the said Public Records, having a radius of 40.00 feet; thence Northerly and Westerly along the arc of the said curve for an arc distance of 136.21 feet (chord = 79.31', chord bearing = North 50° 45' 30" West) to the Northerly right of way line of West Club Drive (60' right of way) as described in O.R. Book 1396, page 682, of the said Public Records; thence South 89° 55' 35" West (this course and the next course are along the said North right of way line and East right of way line according to O.R. Book 1396, page 687 of the said public records) for a distance of 9.53 feet; thence North 00° 04' 25" West for a distance of 170.82 feet to a point on the boundary of Scenic Hills Country Club Villas (as recorded in Plat Book 10, page 83 of the said Public Records); thence North 59° 55' 35" East (this course and the next three courses are along the Easterly line of said Scenic Hills Country Club Villas) for a distance of 135.16 feet; thence North 30° 04' 25" West for a distance of 62.74 feet; thence North 37° 29' 58" East for a distance of 98.92 feet; thence North 00° 04' 25" west for a distance of 70.43 feet; thence North 06° 56' 26" West for a distance of 83.66 feet to a point on said boundary of Scenic Hills Country Club Villas; thence North 00° 04' 25" West (this course and the next five courses are along the Easterly line of said Scenic Hills Country Club Villas) for a distance of 142.85 feet; thence North 20' 40' 43" West for a distance of 95.84 feet; thence North 05° 56' 38" West for a distance of 127.11 feet; thence North 30° 04' 25" West for a distance of 85.75 feet; thence South 89° 55' 35" West for a distance of 106.40 feet; thence South 00° 04' 25" East for a distance of 957.87 feet to the North right of way line of aforementioned West Club Drive; thence South 89° 55' 35" West along said North right of way for a distance of 26.28 feet; thence North 00° 00' 13" East for a distance of 1573.04 feet to the South right of way line of Greenbrier Road; thence North 89° 18' 50" East along said South right of way line for a distance of 24.16 feet to the Northwest corner of Block P, Scenic Hills Country Club Subdivision, according to the said plat; thence South 00° 04' 25" East along the West line of said Block P for a distance of 140.01 feet to the Southwest corner of said Block P; thence North 89° 18' 50" East along the South line of said Block P for a distance of 1341.04 feet to the West right of way of Tam O'Shanter Road (60' right of way), said point being on the circular curve concave to the West, having a radius of 542.96 feet and a delta angle of 05° 24' 31"; thence Southerly along said right of way line and curve for an arc distance of 51.25 feet (chord = 51.23', chord bearing = South 02° 28' 26" West) to the point of tangency; thence South 05° 10' 37" West along said West right of way for a distance of 20.34 feet to the Northeast corner of Block 0, Scenic Hills Country Club Subdivision according to the said plat; thence South 81° 34' 50" West (this course and the next three courses are along the Northwesterly and Southwesterly lines of said Block 0) foe a distance of 181.40 feet; thence South 72° 10' 37" West for a distance of 474.43 feet; thence South 16° 00' 30" West for a distance of 497.18 feet; thence South 47° 00' 22" East for a distance of 189.32 feet to a point on the said Easterly right of way line of Burning Tree Road, said point being on the arc of a circular curve concave to the Northwest having a radius of 391.11 feet and a delta angle of 01° 29' 44"; thence Northeasterly along the arc of the said curve being the said Easterly right of way line for an arc distance of 10.21 feet (chord = 10.21', chord bearing = North 42° 06' 24" East) to the Point of Beginning.

Less and Except that portion of the above described parcel set forth and described in Corrective Quit Claim Deed, recorded February 5, 2009 in Official Records Book 6422, Page 820, of the public records of Escambia County, Florida. (Corrects Quit Claim Deed, recorded in Official Records Book 1396, Page 687)

Also Less and Except that portion of the above described parcel set forth and described in Corrective Warranty Deed, recorded July 7, 2006 in Official Records Book 5944, Page 1525, of the public records of Escambia County, Florida. (Corrects legal description in Corrective Warranty Deed, recorded in Official Records Book 4425, Page 1966 and Corrective Warranty

Deed, recorded in Official Records Book 4417, Page 921 and that certain Corporate Warranty Deed, recorded in Official Records Book 3644, Page 978)

Parcel 5

Parcel 5, Scenic Hills Country Club Subdivision, a subdivision of a portion of Sections 5 and 6, Township 1 South, Range 30 West, Escambia County, Florida according to the plat recorded in Plat Book 4, at page 77 of the Public Records of said County, the entire tract being more particularly described as follows:

Commence at the Southwest corner of the said Parcel 5 for the Point of Beginning, thence North 89° 57' 50" East (this course and the next five courses are along the lines of the said Parcel 5) along the North line of the Woodlands, according to the plat recorded in Plat Book 9, at page 56 of the said Public Records, for a distance of 678.31 feet; thence North 00° 00' 00" West for a distance of 14.62 feet to the Southerly right of way line of Burning Tree Road (60' right of way), said point also being on the arc of a circular curve concave to the South having a radius of 256.48 feet and a delta angle of 02° 54' 19"; thence West along the arc of the said curve for an arc distance of 13.01 feet (chord distance of 13.00 feet, chord bearing of North 88° 35' 11" West) to the point of tangency; thence South 89° 57' 39" West along said Southerly right of way for a distance of 462.36 feet to the point of curve of a circular curve concave to the Northeast having a radius of 334.10 feet and a delta angle of 30° 10' 42"; thence Northwesterly along said Southerly right of way and the arc of the said curve for an arc distance of 175.98 feet (chord distance of 173.95 feet, chord bearing of North 74° 57' 00" West); thence South 30° 08' 22" West for a distance of 69.64 feet to the Point of Beginning.

Parcel 6

Parcel 6 and a portion of Lot 1, Block D, Scenic Hills Country Club Subdivision, a subdivision of a portion of Sections 5 and 6, Township 1 South, Range 30 West, Escambia County, Florida as recorded in Plat Book 4, at page 77 of the Public Records of said County, the entire tract being more particularly described as follows:

Commence at the Southwest corner of the said Parcel 6 for the Point of Beginning, thence North 00° 00' 00" West along the West line of the said Parcel 6, being the East line of Woodlands Second Addition, according to the plat recorded in Plat Book 10 at page 23 of the said Public Records, and the East line of the Woodlands, according to the plat recorded in Plat Book 9 at page 56 of the said Public Records for a distance of 1493.56 feet to the Northwest corner of the said Parcel 6; thence North 64° 03' 42" East along the North line of the said Parcel 6 for a distance of 200.57 feet to the West right of way line of the Scenic Hills Drive (60' right of way); thence South 25° 56' 59" East along the said West right of way line for a distance of 141.96 feet; thence South 64° 03' 01" West for a distance of 102.42 feet to the Easterly line of a said Parcel 6, also being the Westerly line of Block D, Scenic Hills Country Club according to said plat; thence South 12° 38' 07" East (this course and the next ten courses are along the Easterly and South line of said Parcel 6) for a distance of 349.76 feet; thence South 10° 54' 54" East for a distance of 605.58 feet; thence North 88° 23' 13" East for a distance of 130.05 feet; thence North 54° 13' 13" East for a distance of 224.39 feet to the aforesaid Westerly right of way line, said point also being on the arc of a circular curve concave to the Southwest and having a radius of 468.22 feet and a delta angle of 16° 01' 44"; thence Southerly along the arc of the said curve for an arc distance of 130.99 feet, (chord distance of 130.56 feet, chord bearing of South 15° 22' 37" East); thence South 59° 15' 24" West for a distance of 156.16 feet; thence South 00° 00' 08" West for a distance of 301.85 feet; thence South 76° 29' 52" East for a distance of 142.00 feet to the aforesaid Westerly

right of way line; thence South 00° 00' 08" West along said Westerly right of way for a distance of 69.85 feet to the Northerly right of way line of 9 mile road (State Highway #10, 200' right of way); thence North 89° 27' 33" West along said Northerly right of way line for a distance of 36.94 feet to the point of curvature of a circular curve concave to the South having a radius of 57395.80 feet and a delta angle of 00° 39' 14"; thence West along said Northerly right of way line and the arc of the said curve for an arc distance of 655.14 feet, (chord bearing of 655.14 feet, chord bearing of North 89° 47' 10" West) to the Point of Beginning.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes for the year 2017, and subsequent years, which are not yet due and payable.

2. Any minerals or mineral rights leased, granted or retained by current or prior owners.

As to Parcel 1 South:

3. Drainage Easement in favor of the State of Florida, for the use and benefit of the State of Florida, Department of Transportation, recorded in Official Records Book 880, Page 593 of the public records of Escambia County, Florida.

4. Public Road and Right of Way Easement recorded in Official Records Book 7465, Page 1938 of the public records of Escambia County, Florida.

As to Parcel 2:

5. Easement by and between Scenic Hills Utility Company, Inc., and Scenic Hills Country Club, Inc., recorded in Deed Book 549, Page 748 of the public records of Escambia County, Florida (as Lots 5 and 6, Block G).

6. Easement by and between the Board of County Commissioners of Escambia Country, Florida and Scenic Hills Country Club, Inc., recorded in Deed Book 549, Page 369 of the public records of Escambia County, Florida (as to Lots 5 and 6, Block G).

As to Parcels 3, 4, R/W Strip

7. Easement in favor of the City of Pensacola, recorded in Official Records Book 1409, Page 482, Official Records Book 1321, Page 434 and Official Records Book 1409, Page 486, as assigned to Escambia County Utilities Authority, by Assignment of Easements, recorded in Official Records Book 3880, Page 404 of the public records of Escambia County, Florida (as to property along vacated portion of Burning Tree Road).

8. Distribution Easement in favor of Gulf Power Company, recorded in Official Records Book 1321, Page 437 of the public records of Escambia County, Florida.

9. Easement in favor of Southern Bell Telephone & Telegraph Company, recorded in Official Records Book 1321, Page 439 of the public records of Escambia County, Florida.

10. Drainage Easement by and between the Escambia County, a political subdivision of the State of Florida and Scenic Hills Country Club, Incorporated, a Florida corporation, recorded in Official Records Book 413, Page 675 of the public records of Escambia County, Florida.

As to "Strip" as described in Parcel 3 South and West Strip and Parcel 3, 4, R/W and Strip

11. Easement as set forth in that certain Corporation Warranty Deed, recorded in Deed Book 172, Page 29 of the public records of Escambia County, Florida.

As to Lots or Portions of Lots in Scenic Hills Country Club Subdivision

12. Covenants, Conditions, Restrictions, as contained in that certain Restrictions, recorded in Deed Book 484, Page 50, as amended in Official Records Book 530, Page 393, and Extension of Restrictions, recorded in Official Records Book 2717, Page 586 of the public records of Escambia County, Florida.

As to all Parcels

13. Board of County Commissioners of Escambia County, Ordinance No. 2000-15, recorded May 18, 2000 in Official Records Book 4559, Page 1487 of the public records of Escambia County, Florida.

14. Any loss or damage occasioned by claims, demands, interests or rights asserted by others that prevent the Insured from using or maintaining the Land other than as a golf course or that affect the design of the Land or the improvements or landscaping thereon.

Chris Jones
Escambia County Property Appra

Real Estate Search	Tangible Property Search	Sale List	Amendment 1/Portab Calculations

Back

Navigate Mode ◉ Account ○ Reference

General Information

Reference:	061S301000000024
Account:	014332000
Owners:	RNL INVESTMENT GROUP LLC
Mail:	8891 BURNING TREE RD PENSACOLA, FL 32514
Situs:	8891 BURNING TREE RD 32514
Use Code:	GOLF COURSE
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	
2018	$708,843	$1,350,731	$
2017	$708,843	$1,297,514	$
2016	$708,843	$1,274,557	$

Disclaimer

Amendment 1/Portabili

File for New Homestead

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/31/2017	7772	1749	$1,000,000	WD	View Instr
06/27/2012	6878	556	$2,200,000	WD	View Instr
10/1993	3644	974	$100	WD	View Instr
11/1991	3092	941	$1,629,200	WD	View Instr
02/1986	2179	274	$998,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemption

None

Legal Description

PARCEL 1 - LESS THE FOLLOWINC
AT NE COR OF LT 10 BLK Q SCENI
CLUB S/D FOR POB N 89 DEG 15.

Extra Features

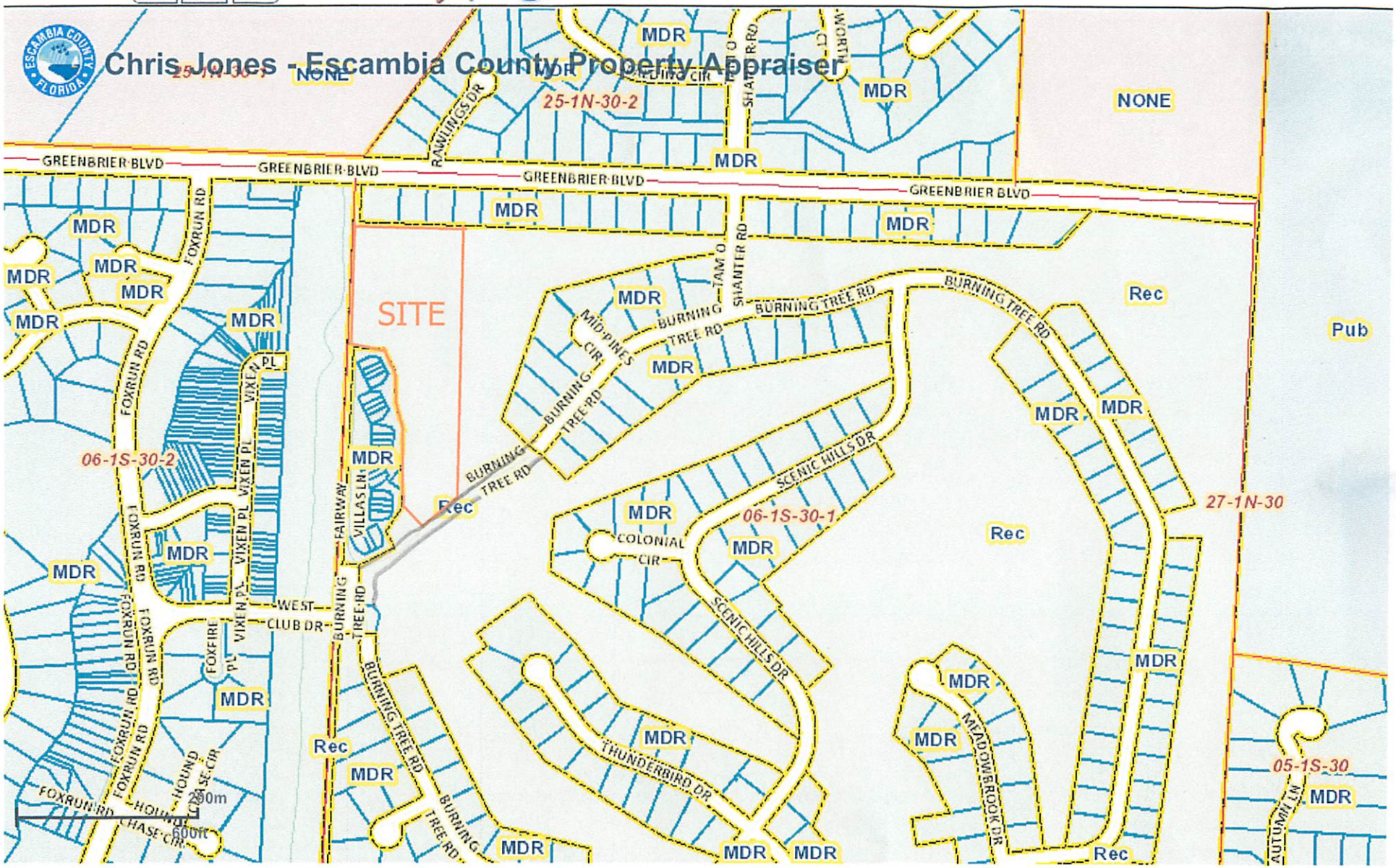
ASPHALT PAVEMENT
CONCRETE PAVING
CONCRETE WALKS
LIGHTS
MASONRY WALL/FENCE
MISC

Parcel Information

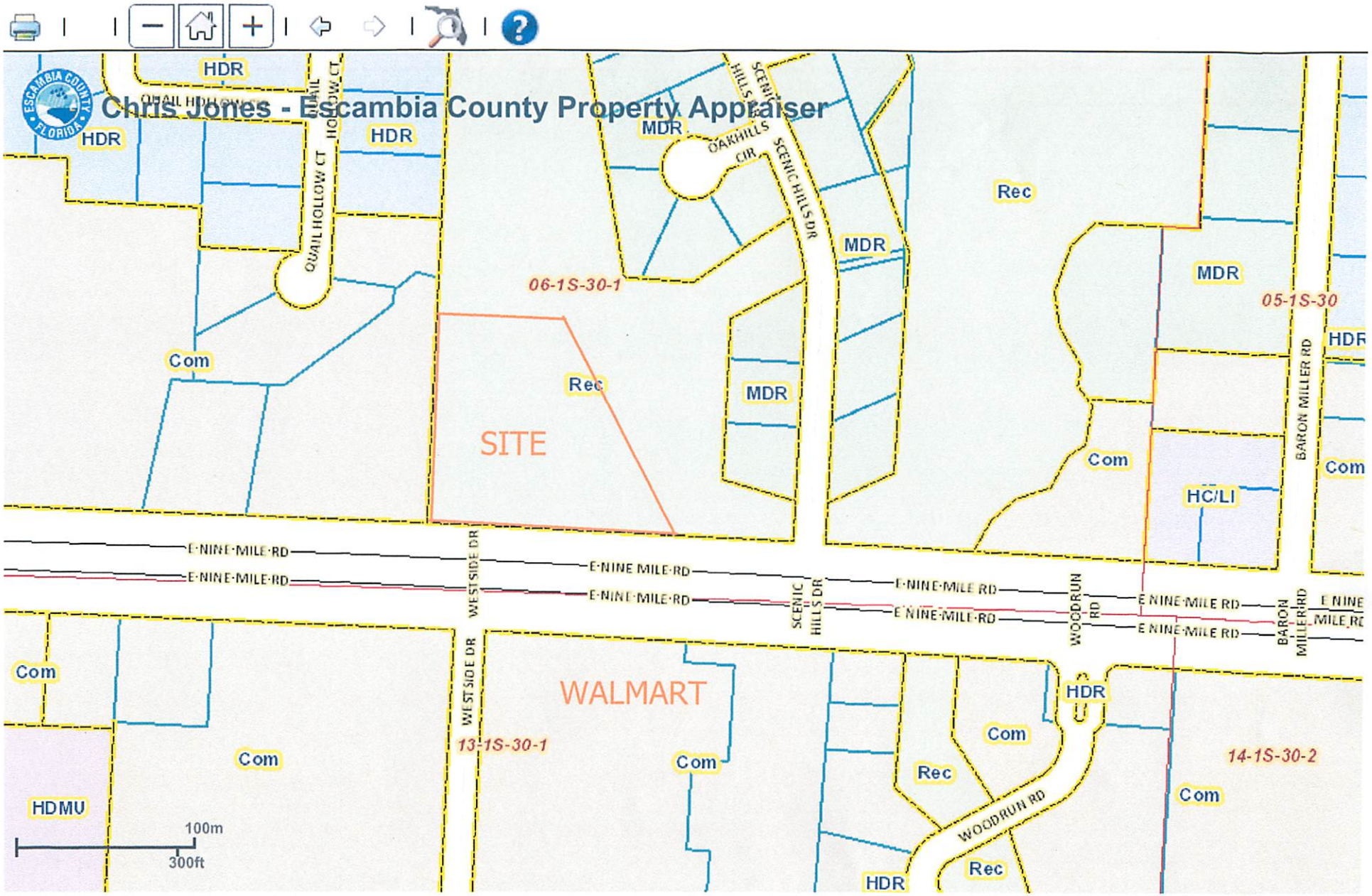
La

Section Map Id:
06-1S-30-1

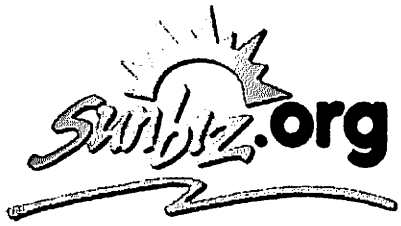
Approx. Acreage:
147.2600



Location of site at northwest corner of property



Site located at southwest portion of property.



DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
RNL INVESTMENT GROUP, LLC

2

Filing Information

Document Number	L17000127148
FEI/EIN Number	82-1826197
Date Filed	06/09/2017
Effective Date	06/09/2017
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	08/03/2017
Event Effective Date	NONE

Principal Address

8891 BURNING TREE ROAD
PENSACOLA, FL 32514

Mailing Address

8891 BURNING TREE ROAD
PENSACOLA, FL 32514

Registered Agent Name & Address

LYNNE, LEO D
8800 THUNDERBIRD DR
PENSACOLA, FL 32514

Authorized Person(s) Detail

Name & Address

Title MGR

LYNNE, LEO
8800 THUNDERBIRD DRIVE
PENSACOLA, FL 32514

Title MGR

REESE, ERIC
8925 SCENIC HILLS DRIVE
PENSACOLA, FL 32514

Title MGR

NOVAK, DAMIAN
8678 SHERWOOD BLUFF
EDEN PRAIRIE, MN 55347

Annual Reports

Report Year	Filed Date
2018	03/11/2018

Document Images

03/11/2018 -- ANNUAL REPORT	View image in PDF format
08/03/2017 -- LC Amendment	View image in PDF format
06/09/2017 -- Florida Limited Liability	View image in PDF format

August 6, 2018

To Whom it May Concern:

This will affirm that the Scenic Hills Homeowner Association has reviewed the plans to develop properties within the platted common areas of the Club and further affirm that the Association is supportive and does herewith approve of these common area developments.

Sincerely yours,

Parker Wilson

Parker Wilson

President, Scenic Hills Homeowners Association

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Affirmed and subscribed before me this 6th day of August, 2018, by Parker Wilson.

JAIME SMITHEE MOREAU
MY COMMISSION # FF969355
EXPIRES March 08, 2020
FloridaNotaryService.com

Jaime Moreau

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

8892 SCENIC HILLS DRIVE, PENSACOLA, FL 32514

Phone 205.657.1308

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6661
Email: pgasurvey@bellsouth.net

A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 6, T-1-S, R-30-W

LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
P.T.	Point of tangency
O.R.	Official Record Book

SURVEYOR'S NOTES:

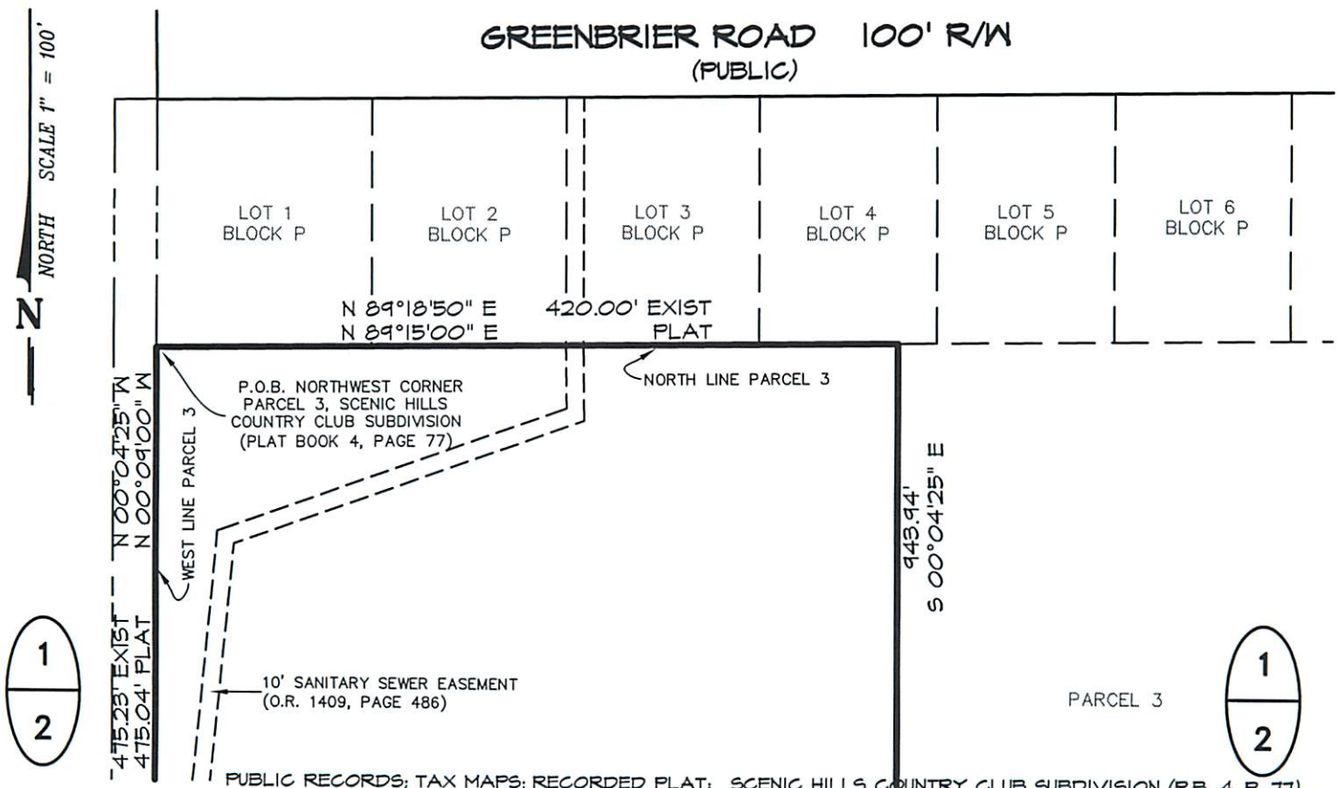
1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and\or restrictive covenants of record.

LEGAL DESCRIPTION:

A portion of Parcel 3, Scenic Hills Country Club Subdivision, a subdivision of a portion of Sections 5 and 6, Township 1 South, Range 30 West, Escambia County, Florida as recorded in Plat Book 4, page 77 of the public records of said County, more particularly described as follows:

Begin at the northwest corner of said parcel 3; thence North 89 degrees 15'00" East (North 89 degrees 18'50" East exist) along the north line of said Parcel 3 for a distance of 420.00 feet; thence South 00 degrees 04'25" East for a distance of 943.94 feet to the northerly right of way line of Burning tree Road (60' public R/W), said point being on a circular curve concave to the southeast, having a radius of 391.11 feet and delta angle of 22 degrees 09'12"; thence Southwesterly (this course and the next along said northerly right of way line) for an arc distance of 151.22 feet (chord bearing of South 48 degrees 37'51" West, chord distance of 150.28 feet) to the point of tangency; thence South 37 degrees 29'45" West for a distance of 10.00 feet; thence North 60 degrees 06'59" West for a distance of 109.61 feet to the east line of Scenic Hills Country Club Villas, according to plat recorded in Plat Book 10 at page 83 of the public records of said County; thence North 06 degrees 56'26" West (this course and the next five courses along said east line) for a distance of 83.65 feet; thence North 00 degrees 04'37" East (north 00 degrees 04'25" West exist) for a distance of 142.85 feet; thence North 20 degrees 31'41" West (North 20 degrees 40'43" West exist) for a distance of 95.84 feet; thence North 05 degrees 47'36" West (north 05 degrees 56'38" West exist) for a distance of 127.11 feet; thence North 29 degrees 55'23" West (North 30 degrees 04'25" West exist) for a distance of 85.75 feet; thence North 89 degrees 55'23" West (South 89 degrees 55'35" West exist) for a distance of 106.40 feet to the west line of said Parcel 3; thence North 00 degrees 09'00" West (North 00 degrees 04'25" West exist) for a distance of 475.04 feet (475.23 feet exist) to the point of beginning.

All lying and being in Section 6, Township 1 South, Range 30 West, Escambia County, Florida. Containing 7.56 acres, more or less.



Source of Information: PUBLIC RECORDS; TAX MAPS; RECORDED PLAT: SCENIC HILLS COUNTRY CLUB SUBDIVISION (P.B. 4, P. 77), SCENIC HILLS COUNTRY CLUB VILLAS (P.B. 10, P. 83); SURVEYS BY THIS FIRM

Measurements made in accordance to United States Standards.

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

David D. Glaze ■ PSM #5605

Walter J. Glaze ☐ PSM #6190

LB No. 7078

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR

File No. A-15,105	Scale 1"=100'
Job No. 37584-17	
FB ____ PG ____	
FB ____ PG ____	
Ordered By MR. DAVID GLAZE	
Bearing Reference NORTH BASED ON THE WEST LINE OF PARCEL 6 AS N 00°00'00" W (PLAT CALL)	
Encroachments ____	
Date of Survey ____	Elevation Reference ____
Date of Plat 1-3-2018	Drawn By PMJ
Date of Revision ____	Checked By DDG

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
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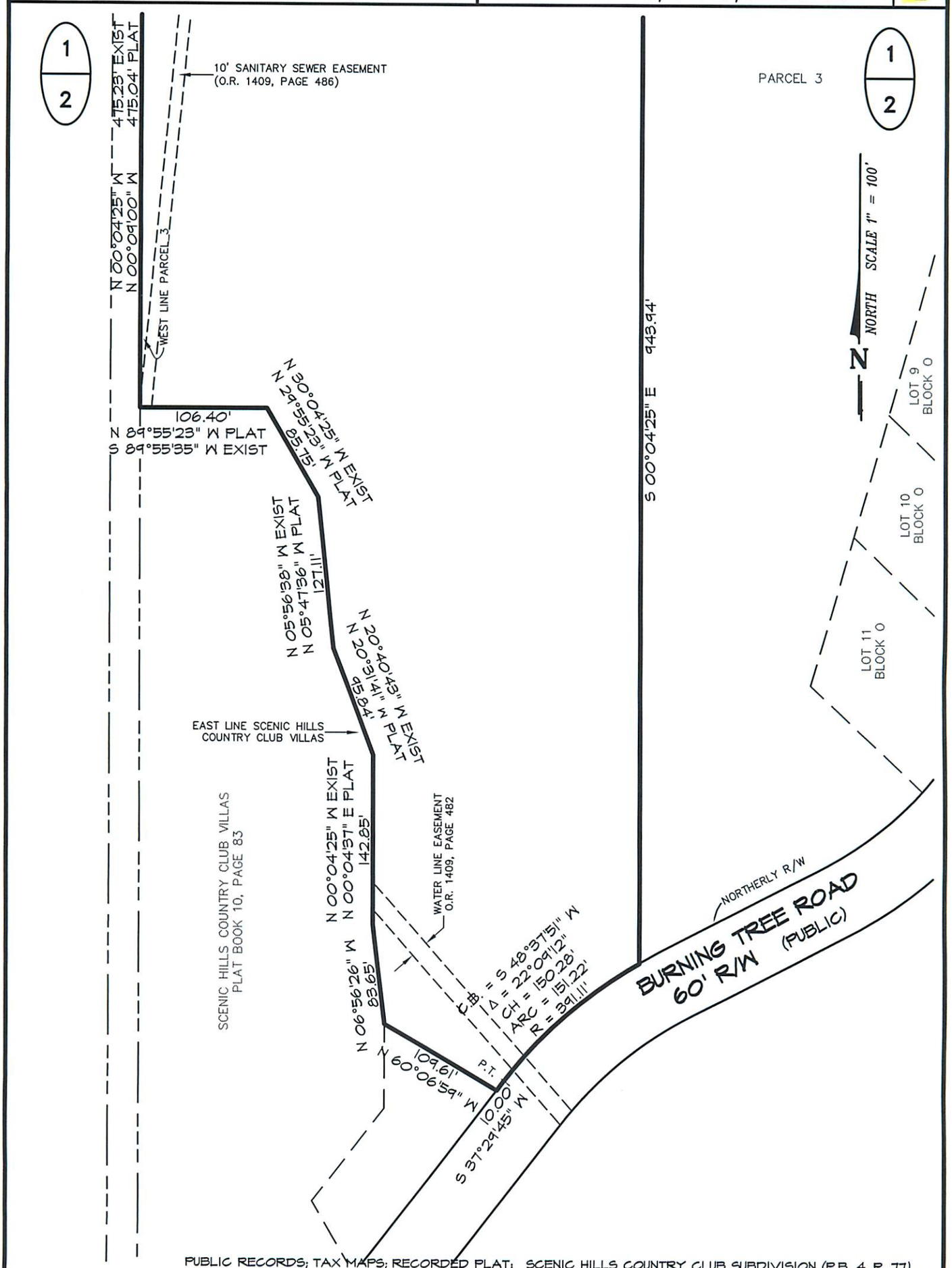
Fax (850) 434-6661
Email: pgasurvey@bellsouth.net

A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 6, T-1-S, R-30-W



PUBLIC RECORDS; TAX MAPS; RECORDED PLAT: SCENIC HILLS COUNTRY CLUB SUBDIVISION (P.B. 4, P. 77), SCENIC HILLS COUNTRY CLUB VILLAS (P.B. 10, P. 83); SURVEYS BY THIS FIRM

Source of Information:
Measurements made in accordance to United States Standards.

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

David D. Glaze ■ PSM #5605

Walter J. Glaze □ PSM #6190

LB No. 7078

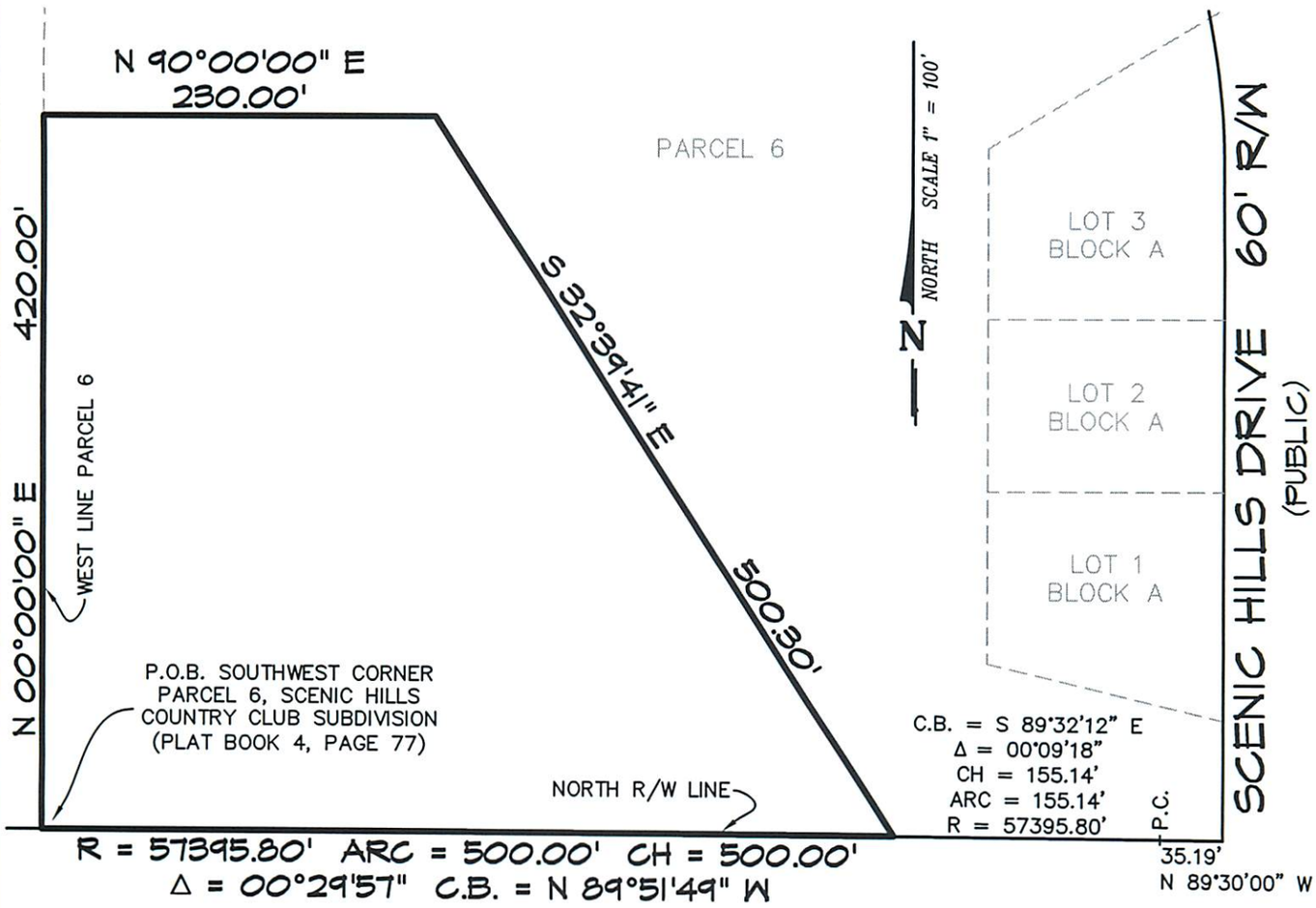
NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR

File No. A-15,105 Scale 1"=100'
Job No. 37584-17
FB PG
FB PG
Ordered By MR. DAVID GLAZE
Bearing Reference NORTH BASED ON THE WEST LINE OF PARCEL 6 AS N 00°00'00" W (PLAT CALL)
Encroachments
Date of Survey Elevation Reference
Date of Plat 1-3-2018 Drawn By PMJ
Date of Revision Checked By DDG

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6661
Email: pgasurvey@bellsouth.net

A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 6, T-1-S, R-30-W

SHEET 1 OF 1



NINE MILE ROAD STATE HIGHWAY #10 200' R/W (PUBLIC)

LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
P.C.	Point of curvature

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and\or restrictive covenants of record.

LEGAL DESCRIPTION:

A portion of Parcel 6, Scenic Hills Country Club Subdivision, a subdivision of a portion of Sections 5 and 6, Township 1 South, Range 30 West, Escambia County, Florida as recorded in Plat Book 4, page 77 of the public records of said County, more particularly described as follows:

Begin at the southwest corner of said parcel 6; thence North 00 degrees 00'00" East along the west line of said Parcel 6 for a distance of 420.00 feet; thence North 90 degrees 00'00" East for a distance of 230.00 feet; thence South 32 degrees 39'41" East for a distance of 500.30 feet to the north right of way line of Nine Mile Road (State Highway #10, 200' public R/W), said point being on a circular curve concave to the south, having a radius of 57395.80 feet and delta angle of 00 degrees 29'57"; thence Northwesterly along said north right of way line for an arc distance of 500.00 feet (chord bearing of North 89 degrees 51'49" West, chord distance of 500.00 feet) to the point of beginning.

All lying and being in Section 6, Township 1 South, Range 30 West, Escambia County, Florida. Containing 3.52 acres, more or less.

PUBLIC RECORDS; TAX MAPS; RECORDED PLAT: SCENIC HILLS COUNTRY CLUB SUBDIVISION (P.B. 4, P. 77);
Source of Information: SURVEYS BY THIS FIRM
Measurements made in accordance to United States Standards.

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

David D. Glaze ■ PSM #5605

Walter J. Glaze ☐ PSM #6190

File No. A-15,104 Scale 1"=100'
Job No. 37584-17
FB ____ PG ____
FB ____ PG ____
Ordered By MR. DAVID GLAZE
Bearing Reference NORTH BASED ON THE WEST LINE OF PARCEL 6 AS N 00°00'00" W (PLAT CALL)
Encroachments ____
Date of Survey ____ Elevation Reference ____
Date of Plat 1-3-2018 Drawn By SURV PMJ
Date of Revision ____ Checked By DDG

LB No. 7078

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR

STATE OF FLORIDA

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Division Manager**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

THRU: **David Forte, Division Manager**
Transportation & Traffic Operations Division

DATE: **October 24, 2018**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2018-17**

TTO Staff has reviewed the Rezoning Case (Z)-2018-17, 8891 Burning Tree Road, agenda item for the Planning Board meeting scheduled on November 8, 2018. Please see the below comments.

Burning Tree Road is two lane local road with curb and gutter but no sidewalks. This road is entirely located within the Scenic Hills Country Club Estates. The approximate pavement width in front of the club house is 22 feet. Most of the traffic exits this development at the signalized intersection of Scenic Hills Drive and E. Nine Mile Road. E. Nine Mile Road is a 4-lane divided facility in front of Scenic Hills Country Club Estates.

Currently, there are no on-going or programmed projects on Burning Tree Road showing in the County's Capital Improvement Program (CIP). Likewise, there are no ongoing or programmed projects on the adjacent segment of E. Nine Mile Road in either the County's CIP or the Florida Department of Transportation's five-year work program.

Burning Tree Road is classified as a local roadway and assumed to be functioning within its allowable capacity for traffic volumes. Per the TPO's Congestion Management Process Plan, E. Nine Mile Road is classified as a Principal Arterial with an allowable vehicular capacity of 74,400 (LOS D) and a year 2017 daily volume of 37,500 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 Jones, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director
Juan Lemos, CFM, Development Services Department

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3-2018

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

__V__ In Favor _____ Against

*Name: BUDDY PAGE

*Address: 5337 Houston Ln *City, State, Zip: Pace 32571

Email Address: buddypage1@att.net Phone: 232-9853

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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Chamber Rules

1. All who wish to speak will be heard.
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 08 Nov 2018

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: Edward B Villar

*Address: 870 Scenic Hills Dr *City, State, Zip: Pens FL 32514

Email Address: Ed4121@bellsouth.net Phone: 8504497464

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 11/8/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: Rick Garman

*Address: 513 Tunbery Rd *City, State, Zip: Cantonment, FL 32533

Email Address: rick@scenarch.llc.com Phone: (850) 384-3706

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:

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Public Hearing
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Please Print Clearly

Meeting Date: 11/8/2018

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Jeff Burroughs

*Address: 3909 Burning Tree Rd *City, State, Zip: Pensacola, FL 32514

Email Address: jeffbandco@hotmail.com Phone: 850 221-4994

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 11/8/18

Rezoning Quasi-judicial Hearing 2018-17
Rezoning Case #: Z-2017-~~[illegible]~~ **OR**

Regular Planning Board Meeting
Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: David Errington

*Address: 4001 Tom Lane Drive *City, State, Zip: 32504

Email Address: golfcoach1976@gmail.com Phone: 850 341 6942

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:
☐ would like to be notified of any further action related to the public hearing item.
☒ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 11/8/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2018 17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

I In Favor _____ Against

*Name: William Bennett

*Address: 8787 Thunderbird *City, State, Zip: Pensacola FL

Email Address: bryanbennett79@gmail.com Phone: 8502913076

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Nov. 8, 2018

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

☑ In Favor ☐ Against

*Name: Romana Lopez

*Address: 8829 Burning Tree *City, State, Zip: Pensacola, FL 32514

Email Address: romana47@aol.com Phone: 850-255-8829

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Please Print Clearly

Meeting Date: 11.8.18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: David D. Glaze

*Address: 1819 Silas *City, State, Zip: Pen. 32533

Email Address: davidpga@bellsouth.net Phone: 850-937-0101

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

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Please Print Clearly

Meeting Date: 11-8-18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: JOE URQUHART

*Address: 5407 MURRAY LANE *City, State, Zip: PENSACOLA, FL 32526

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☑ Mail (E-Mail) ☐ Internet ☐ Sign

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 11/8/18

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2018-17 **Agenda Item Number/Description:** _____

V In Favor _____ Against

*Name: James Cummings

*Address: 2186 Paddlewheel Way *City, State, Zip: Cantonment, FL 32533

Email Address: Jamescummings75@yahoo.com Phone: 850-206-9393

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Meeting Date: 11-8-2018

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

V In Favor _____ Against

*Name: SUSAN LYON

*Address: 1410 E. JACKSON *City, State, Zip: PENSACOLA, FL 32501

Email Address: SUSILYON@COX.NET Phone: 255-1610

How did you hear about the rezoning case: ☐ Mail ☑ Internet ☐ Sign

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-8-2018

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor __X__ Against

*Name: Gary Buffington

*Address: 2357 Greenbrier Blvd *City, State, Zip: Pensacola FL 32514

Email Address: gbuff@coxnet Phone: 850 356 2708

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☒ Sign

Please indicate if you:

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Speaker Request Form

Please Print Clearly

Meeting Date: Nov 8, 2018

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Tom Hefferman

*Address: 2347 Greenbrier Blvd *City, State, Zip: 32514

Email Address: Thefferman62@gmail.com Phone: 850-380-8126

How did you hear about the rezoning case: ☐ Mail ☑ Internet ☑ Sign

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 11-8-18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: John J McDonald

*Address: 8521 Happy Valley Trail *City, State, Zip: Pensacola, FL 32514

Email Address: Johnmcdonald@yahoo.com Phone: 850-529-7834

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign OTHER

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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Chamber Rules

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Meeting Date: 11-8-18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: Veeta Price

*Address: 9001 Wood Run Rd *City, State, Zip: Pensacola FL 32514

Email Address: Veeta@VIPMAG.com Phone: 850-502-2970

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.

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Meeting Date: 11/4/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: Jeff Pierce

*Address: 4520 Forest Breeze *City, State, Zip: Pace, FL 32571

Email Address: jeff@pierceii.com Phone: 850 377 3227

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign other

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

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Speaker Request Form

Please Print Clearly

Meeting Date: 11/8/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Ron Edwards

*Address: 2598 Meadowpark Dr *City, State, Zip: Pensacola 32514

Email Address: edwardsron6@att.Net Phone: 301-307-5667

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.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

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Meeting Date: Nov. 8, 2018

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: SARAH F. KATIS

*Address: 10442 TAM O'SHANTER RD *City, State, Zip: PENSACOLA, FL 32514

Email Address: SARAH.KATIS@COX.NET Phone: 850-542-7135 OR 850-221-5696

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign PERSONAL CONTACT

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Public Hearing
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Meeting Date: 11/8/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: Derick Johnson

*Address: 2544 Rosetown Dr *City, State, Zip: Cantonment, Fl 32533

Email Address: derick2004@Cox.net Phone: 850-341-9195

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.

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Please Print Clearly

Meeting Date: 11-8-2018

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: George Bubba Grover

*Address: 991 Perdido Road *City, State, Zip: Cantonment FL 32533

Email Address: georgegrover@att.net Phone: 8506885149

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Speaker Request Form

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Meeting Date: 11/8/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2018-17

✓ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Brandon Nelson

*Address: 4634 Meadowbrook Dr. *City, State, Zip: Pensacola FL, 32514

Email Address: golfkeeper23@gmail.com Phone: 850-982-1077

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.

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Escambia County Planning Board
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Speaker Request Form

Please Print Clearly

Meeting Date: 11-8-18

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: Prudence Coonan

*Address: 8693 Meadowbrook Dr *City, State, Zip: Pensacola FL 32514

Email Address: prudyc@cox.net Phone: 850 478 2558

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:
☒ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1/8/19

Rezoning Quasi-judicial Hearing **Regular Planning Board Meeting**

Rezoning Case #: ~~Z-2017~~ Z-2018-17 **OR** **Agenda Item Number/Description:** _____

X In Favor ____ Against

*Name: Robert Wilcox

*Address: 9752 Quail Hollow Ct *City, State, Zip: Pensacola 32514

Email Address: Kwilcox28@aol.com Phone: 850-512-3725

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 11-8-2018

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2018-17 **Agenda Item Number/Description:**

✓ In Favor _____ Against

*Name: Larry Downs Sr.

*Address: _____ *City, State, Zip: _____

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Please Print Clearly

Meeting Date: 11-8-18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ___V___ Against

*Name: Carol Widman

*Address: 2277 Greenbrier Blvd *City, State, Zip: Pensacola, FL 32514

Email Address: carolgwidman@gmail.com Phone: 850 686-7760

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign ~~Email~~ friend of a friend

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Nov 8 2018

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z 2018-17 **Agenda Item Number/Description:** _____

_____ In Favor _____ Against

*Name: Gregg Wright

*Address: 10176 Forcun Rd *City, State, Zip: Pensacola FL 32514

Email Address: gregg_wright@huntsman.com Phone: 850 968-8613

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

Please indicate if you:

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Please Print Clearly

Meeting Date: 11/8/18

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z 2018-17 **Agenda Item Number/Description:**

✓ In Favor _____ Against

*Name: Danny DeWitt

*Address: 8739 Spider Lily Way *City, State, Zip: Pensacola FL 32526

Email Address: ifly3dd@yahoo.com Phone: 850-910-3781

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-8-18

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z 2018-17 **Agenda Item Number/Description:**

✓ In Favor _____ Against

*Name: Wally R. Marlowe

*Address: 8799 Meadowbrook *City, State, Zip: Pensacola FL 32514

Email Address: RMARLOWE100@Yahoo.Com Phone: 850 207-5920

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

Please indicate if you:

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Please Print Clearly

Meeting Date: 11-8-18

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Rezone Z 2018-17

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: Eric Reese

*Address: 8925 Scenic Hills Dr *City, State, Zip: Pensacola FL, 32514

Email Address: Jeremy@scenichills.com Phone: _____

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 11-8-18

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2018-17 **Agenda Item Number/Description:** _____

✓ In Favor _____ Against

*Name: Summer Chason

*Address: 745 Baywoods Ln. *City, State, Zip: Pensacola, FL 32504

Email Address: Summer.Chason@gmail.com Phone: 850-529-4101

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Meeting Date: 11-8-18

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2018-17 **Agenda Item Number/Description:** _____

✓ In Favor _____ Against

*Name: William Sears

*Address: 8785 Scenic Hills Dr *City, State, Zip: Pns, FL 141

Email Address: _____ Phone: 856-479-1041

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Please Print Clearly

Meeting Date: 11/8/18

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2018-17 **Agenda Item Number/Description:**

X In Favor _____ Against

*Name: Rachel E. Herman

*Address: 8858 Scenic Hills Dr *City, State, Zip: Pensacola FL 32514

Email Address: rachelherman8@hotmail.com Phone: (850) 291-7857

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Meeting Date: 11-8-18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Jennifer Reese

*Address: 8925 Scenic Hills Dr *City, State, Zip: Pensacola, FL 32514

Email Address: jenniferoreese@gmail.com Phone: (850) 454-4278

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Meeting Date: 11/8/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: LEO LYNNE

*Address: 8800 THUNDERBIRD DR *City, State, Zip: PENSACOLA FL 32534

Email Address: LEOLYNNE@ME.COM Phone: 850-898-2271

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

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Meeting Date: 11-8-18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17 **OR**

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Gerald McArthur

*Address: 5590 Hibiscus RD *City, State, Zip: Pensacola, FL 32504

Email Address: gmcarthur@mcarthurrealestate.org Phone: 850-458-0758

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Please Print Clearly

Meeting Date: 11/8/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Jesse Sprobs

*Address: 506 N 13th Ave *City, State, Zip: Pensacola, FL 32501

Email Address: jesse.sprobs@gmail.com Phone: 251-752-1607

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☐ Sign

Please indicate if you:

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Meeting Date: 11/8/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Pat Mitchell

*Address: 8806 Blowing Tree Rd *City, State, Zip: Pensacola 32514

Email Address: phmitchell1@gmail.com Phone: 723-6861

How did you hear about the rezoning case: ☐ Mail ☑ Internet ☐ Sign

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DID [redacted] SPEAK

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 11/8/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z2018-10

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

X In Favor _____ Against

*Name: James Ryan Capers

*Address: 1801 W Nine Mile Rd *City, State, Zip: Pensacola FL 32534

Email Address: Ryan@thebarnfitness.com Phone: 850-549-6843

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

DID NOT SPEAK

Please Print Clearly

Meeting Date: 11/8/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

✓ In Favor _____ Against

*Name: RALPH MASON

*Address: 2297 GREENBRIER BLVD *City, State, Zip: PENSACOLA FL 32514

Email Address: RMAL@MYTRUNPLAN.COM Phone: 850-393-6090

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

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DID NOT SPEAK

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 11.8.18

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z2818-7 **Agenda Item Number/Description:**

✓ In Favor _____ Against

*Name: Patta Nael

*Address: 3895 Bayview Dr. *City, State, Zip: Gulf Breeze Fl 32563

Email Address: patta@flipflappublishers.com Phone: 850-206-8379

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Speaker Request Form

DID NOT SPEAK

Please Print Clearly

Meeting Date: 11/8/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: JEREMY W. COOPER

*Address: 6119 PAM AVE *City, State, Zip: PENSACOLA, FL. 32526

Email Address: jwcooper81@gmail.com Phone: 850-726-2893

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.

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Speaker Request Form

DID NOT SPEAK

Please Print Clearly

Meeting Date: 11/8/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: BART BYRD

*Address: 8830 BURNING TREE *City, State, Zip: PCOLA

Email Address: BARTBYRD31@MSN.COM Phone: _____

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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DID NOT SPEAK

Please Print Clearly

Meeting Date: 11-8-18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

✓ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Kamren Reese

*Address: 8925 Scenic Hills Dr. *City, State, Zip: Pensacola, FL

Email Address: KamrenReese@gmail.com Phone: _____

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

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DID NOT SPEAK

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Meeting Date: 11-8-18

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z 2018-17 Z-2018-17 **Agenda Item Number/Description:** _____

✓ In Favor _____ Against

*Name: Andrew Cumberland

*Address: 8715 Scenic Hills Dr. *City, State, Zip: Pensacola, FL. 32514

Email Address: drewcumberland@yahoo.com Phone: 850-698-6628

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

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DID NOT SPEAK

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Speaker Request Form

Please Print Clearly

Meeting Date: 11-08-18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

✓ In Favor _____ Against

*Name: Heather Cumberland

*Address: 8715 Scenic Hills Dr *City, State, Zip: Pcola, FL 32514

Email Address: hmc_design@yahoo.com Phone: 850-712-8051

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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ESCAMBIA COUNTY, FLORIDA

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DID NOT SPEAK

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 11/8/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-710

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Daniel Herman

*Address: 8858 Scenic Hills Dr *City, State, Zip: Pensacola FL 32514

Email Address: Dherman04@Gmail.com Phone: 850-291-8833

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

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DID NOT SPEAK

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 11/8/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2018-210

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: Justin Wilson

*Address: 8922 Scenic Hills Dr *City, State, Zip: Pensacola FL 32514

Email Address: _____ Phone: 205-652-1308

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

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DID NOT SPEAK

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6 Nov 18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Mark Lewis

*Address: 5747 Pine Ridge DR *City, State, Zip: Milton FL 32570

Email Address: LZ Realty Repairs@Gmail.com Phone: 850 572 1707

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

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Exhibit 1

FOUNTAIN SCHULTZ & ASSOCIATES
Attorneys at Law

KENNETH R. FOUNTAIN
KERRY ANNE SCHULTZ
SCOTT C. BRIDGFORD

2045 FOUNTAIN PROFESSIONAL CT.
SUITE A
NAVARRE, FLORIDA 32566
TEL: (850) 939-3535
FAX: (850) 939-3539

SANTA ROSA BEACH
TEL: (850) 622-2700
FAX: (850) 622-2722

December 5, 2018

VIA REGULAR U.S. MAIL & ELECTRONIC MAIL

Escambia County Planning & Zoning
Development Services Department
3363 West Park Place
Pensacola, Florida 32505
zoninginfo@myescambia.com

Steven Barry
Escambia County Commissioner
District 5
221 Palafox Place, Suite 400
Pensacola, Florida 32502
District5@myescambia.com

Scenic Hills Country Club
8891 Burning Tree Road
Pensacola, Florida 32514

RE: Scenic Hills Country Club Rezoning / 8891 Burning Tree Road
Case No.: Z-2018-17

Dear Sir/Madam:

I have the pleasure of representing Jason and Carol Widman, who own real property located at 2277 Greenbrier Boulevard, Pensacola, Florida 32514 (the "Property"). The Property is located within 1,000 feet of the proposed rezoning request referenced above.

On behalf of my clients, please allow this letter to serve as an official objection to the proposed rezoning request. If the proposed rezoning request is approved, my clients along with many of their neighbors could be subjected to decreased property value. In fact, the rezoning request could negatively impact much more than the current homeowners. The following are concerns from various community members of Scenic Hills Country Club:

- Elimination of the golf course presentation to the public along Nine Mile Road. The beauty and marketing advantage of golf course view from the road could be lost.
- The proposed rezoning request in the area of the clubhouse and current driving range could create various issues including, but not limited to, shortened driving range, installation of a high fences, improper protection of golfers and limited views for players and homeowners.
- Possible addition of housing units on current driving range.
- Influx of traffic due to additional housing.

The most concerning issue for my clients is the possible addition of housing units. Under the proposed rezoning request, there could be an additional 25 housing units per acre constructed currently where a driving range resides. The current driving range expands over seven acres, which means a possible addition of 175 housing units. What's even more concerning is that the possible addition of the housing units could include low income housing.

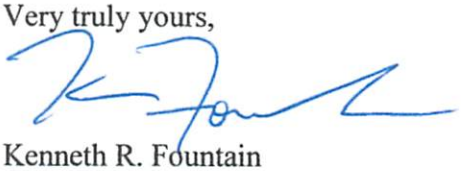
If the additional housing units are built, low income or not, it could negatively impact my clients' property value due to limited views of the golf course which is a valuable asset to owning a home within a golf course. My clients purchased the Property with the current views of the golf course and do not want these views obstructed. In fact, if the additional housing units are built and my clients lose their current view, then they may feel compelled to sell their home since the view of the golf course was their key factor in initially purchasing the Property.

Additionally, my clients did not receive proper service of notice of the proposed rezoning request even though their property could be directly affected; they were notified by their neighbors. With that said, Mr. and Mrs. Widman, as well as many of their neighbors, plan to attend the meeting scheduled for tomorrow evening and supply a petition of signatures from community members who share my clients' objection.

Once again, my clients would like to voice their absolute opposition to the proposed rezoning request.

I appreciate your prompt attention to this matter. If you should have any questions or concerns, please feel to contact me.

Very truly yours,



Kenneth R. Fountain

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-8-2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: 17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

V In Favor _____ Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton ln *City, State, Zip: Pace

Email Address: budpage1@att.net Phone: 2329853

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1/8/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Vivian Buck

*Address: 8917 Thunderbird Dr. *City, State, Zip: Pensacola FL 32514

Email Address: vwbuck@gmail.com Phone: 850-477-6392

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-8-2019

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Gladys Goss "GG"

*Address: 9940 Fairway Villas *City, State, Zip: Pensacola, FL

Email Address: gggoss77@gmail.com Phone: 907-830-8648

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-18-18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

X In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Martina Mason

*Address: 9035 Woodrun Rd *City, State, Zip: Pensacola FL 32514

Email Address: martina@myironplan.com Phone: 850 3935454

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Escambia County Planning Board
Public Hearing
Speaker Request Form

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Meeting Date: 1/9/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

/ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: RALPH MASON

*Address: 2297 GREENBRIER BLVD *City, State, Zip: 32514

Email Address: MAL@MYTRONPLAN.com. Phone: 850-393-6090

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Please Print Clearly

Meeting Date: 1/9/2019

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Kyle Patterson

*Address: 9400 N. Davis Hwy *City, State, Zip: 32514

Email Address: Kyle@hdsigns.com Phone: 324-9701

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Public Hearing
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Please Print Clearly

Meeting Date: 1-8-19

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Jason P WIDMAN

*Address: 2277 GOGEN BERGER BLVD *City, State, Zip: Pensacola, FL 32514

Email Address: jpwidman@gmail.com Phone: 850-607-1761

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

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Please Print Clearly

Meeting Date: 1/8/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

X In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Michael BEARDEN

*Address: 11716 CHANTICLEER G *City, State, Zip: PENSACOLA, FL 32507

Email Address: MPBEARY7@GMAIL.COM Phone: 360 525 0086

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-8-2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: ANN O. MITCHELL

*Address: 8806 BURNING TREE RD *City, State, Zip: PENSACOLA FL 32514

Email Address: annomitchell1@gmail.com Phone: 850 261-7715

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

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Escambia County Planning Board
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Speaker Request Form

Please Print Clearly

Meeting Date: 1-8-2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

✓ In Favor ✓ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: TOM HEFFERNAN

*Address: 2347 GREENBRIER *City, State, Zip: _____

Email Address: THEFFERNAN62@GMAIL.COM Phone: 850-380-8126

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 8 Jan 2018

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

✓ In Favor _____ Against

*Name: John & Romana Lopez

*Address: 8829 Burning Tree *City, State, Zip: Pensacola FL 32514

850-255-8829

Email Address: JDLopez@GMail.com Phone: ~~8[illegible]~~

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1.8.19

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Patti Hall

*Address: 3895 Bay Wind Dr. *City, State, Zip: Gulf Breeze FL 32563

Email Address: patti@flipflyppublishers.com Phone: 550 206.8379

How did you hear about the rezoning case: ☐ Mail ☑ Internet ☐ Sign

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-8-18

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Carol Widman

*Address: 2277 Greenbrier Blvd *City, State, Zip: Pensacola

Email Address: carodg widman.gmail.com Phone: 850 686-7760

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Escambia County Planning Board
Public Hearing
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Please Print Clearly

Meeting Date: 1-8-2019

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: GREGG WRIGHT

*Address: 10176 FOXRUN RD *City, State, Zip: Pensacola FL 32514

Email Address: cgwrig1@ascendmaterials.com Phone: 850 968-8613

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Meeting Date: 1-8-2018

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

V In Favor _____ Against

*Name: Larry Downs Jr.

*Address: _____ *City, State, Zip: _____

Email Address: _____ Phone: _____

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Speaker Request Form

Please Print Clearly

Meeting Date: 1-8-19

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: Vera Price

*Address: 9001 Woodrun Rd *City, State, Zip: Pensacola FL 32514

Email Address: PriceVera1@Comsi.com Phone: 850-503-7970

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☐ Sign

Please indicate if you:

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Escambia County Planning Board
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Meeting Date: 1-8-19

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: Leo Lynne

*Address: 8800 Thunderbird Lane *City, State, Zip: Pensacola FL 32514

Email Address: Leo@ScenicHills.com Phone: 949-275

How did you hear about the rezoning case: ☒ Mail ☒ Internet ☒ Sign

Please indicate if you:

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Please Print Clearly

Meeting Date: 08-Jan-19

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

In Favor _____ Against

*Name: Edward B Ville

*Address: 870 Scenic Hills Dr. *City, State, Zip: Pensacola FL 32514

Email Address: Ed042@cbellsouth.NET Phone: 8504497464

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☒ Sign

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: JAN 8, 2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Pat Mitchell

*Address: 8806 Burning Tree *City, State, Zip: Pensacola 32514

Email Address: phmitchell1@gmail. Phone: 850 723-6861

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-8-19

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z 2018-17

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Gerald McArthur

*Address: 5590 Hibiscus Rd *City, State, Zip: PNS, FL 32504

Email Address: gmcarthurrealestate.org Phone: 850-450-0758

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

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Please Print Clearly

Meeting Date: 1/8/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Brandon Nelson

*Address: 8634 Meadowbrook Dr. *City, State, Zip: Pensacola, FL 32514

Email Address: golfkeeper23@gmail.com Phone: 850-982-1077

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

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Meeting Date: 1-8-19

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: Eric Reese

*Address: 8925 Scenic Hills *City, State, Zip: Pensacola FL 32514

Email Address: Jeremy@scenichills.com Phone: 850-390-6473

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☒ Sign

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Meeting Date: 1-8-19

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: JOE URQUHART

*Address: 5407 MURRAY LANE *City, State, Zip: PENSACOLA, FL 32526

Email Address: joefrompcola@yahoo.com Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Jan 8, 2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-17

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: SARAH F. KATIS

*Address: 10442 TAM O'SHANTER RD *City, State, Zip: PENSACOLA, FL 32514

Email Address: SARAH.KATIS@COX.NET Phone: 850 542-7135 OR 850 221-5696

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☑ Sign

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Z-2019-01

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2019-01
Applicant: Terramore Development, LLC, Agent for Steven and Carrin Buttrick, Owner

Address: Portion of 149 Highway 97 South

Property Size: 1.66 (+/-) acres

From: LDR, Low Density Residential district (4 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 8th day of January 2019, commencing at approximately 10:00 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:
TIM PYLE, Acting Chair — District 2
REID RUSHING — At Large
WILLIAM CLAY — District 3
ERIC FEARS — District 4
JAY INGWELL — District 1
ALAN GRAY — At Large
PATTY HIGHTOWER — School Board

PLANNING BOARD STAFF PRESENT:
MEREDITH CRAWFORD, ESQUIRE — Assistant County Attorney
HORACE JONES, Director
KAYLA MEADOR
JUAN LEMOS
ALLYSON CAIN LINDSAY
ANDREW HOLMER

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LARRY DOWNS, JR.....27
MICHAEL BEARDEN.....28

P R O C E E D I N G S

THE ACTING CHAIRMAN: The next case that we have before us is Case Z-2019-01. And it's Terramore Development.

Going from the LDR, low density -- Sorry for my delay, folks.

All right. I'm sorry. Again, Z-2019-01, Terramore Development, going from LDR, low-density residential to commercial.

Staff, please proceed.

MR. LEMOS: Good morning, board members.

Juan Lemos, Development Services Planner.

Again, Z-2019-01. This is to rezone a portion of 149 of the parcel at 149, 97 South, from low-density residential to commercial.

Do you want me to go ahead and go through the pictures first and the site maps?

THE ACTING CHAIRMAN: Yes. Let me go ahead and start down here to ask our board members if there's been any ex parte communication or if they have visited the property site.

MS. HIGHTOWER: No to all.

MR. GRAY: No to all.

THE ACTING 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 ACTING CHAIRMAN: Very good. Thank you.
And let me get back to my script here to make sure that we have . . . I believe you're right about advertisement.
Staff, was notice of the hearing sent to all interested parties?
MS. MEADOR: Yes, sir.
THE ACTING CHAIRMAN: And was notice of the hearing posted on the subject property?
MS. MEADOR: Yes, sir.
THE ACTING CHAIRMAN: Mr. Lemos, please proceed with your presentation.
MR. LEMOS: Thank you, Mr. Chairman.
Ms. Kayla, can I see the maps, please?
This is a location map of the parcel in question at the corner of Muscogee Road and Highway 97 South.
This is the 500-foot-radius zoning map showing the entire parcel as LDR, surrounded by

LDR.
And this is the prior -- future land use categories that were in place before the adoption of the Midwest Sector Plan.
This is existing land use of the property surrounded by the 500-foot buffer. Most of them are single-family residences, and some other homes, some vacant residential properties.
This is an aerial photograph of the site in question.
This is the DSAP land-use adopted map that shows the entire parcel on the village center.
Just to make a point, it is also -- all those parcels north of Muscogee Road, as you can see on the map, are outside of the sector plan.
The parcels to the east are all under the traditional village, and the parcels that are adjacent within the boundary of the sector plan are all under the village center land use.
This is the public notice sign on site.
This is looking west on Muscogee Road.
Looking southwest onto the subject property on the intersection of Muscogee and 97 South.
This is looking southeast, again, at the

intersection of Muscogee and Highway 97.
This is looking south onto the subject property.
And this is looking east on the corner of Muscogee and Highway 97.
And that concludes the maps and the photographs.
MR. GRAY: Mr. Chairman, I have a question, if I could, please.
Do you have a definition we can call to for village center? Do we have definitions?
MR. JONES: That's part of what they wanted, if you read that.
MR. LEMOS: So in my findings, you will -- If you want to go through my findings now, I'll be more than glad to do that, so maybe it can clarify some of those questions.
Again, this is unique because although it's regular rezoning and the criteria was addressed, the same criteria we use for any other rezoning, as you're very well aware, we are always addressing the Land Development Code and the Comprehensive Plan.
But under the sector plan, when we adopted the sector plan back in 2011, in fact, the

future land use category disappeared or it was removed from the sector plan area.
And all of the standards under the sector plan apply for the land use that was designated under those specific parcels within the sector plan.
So under the sector plan, the general description of village centers, it says that village centers are midsize, mixed-use centers, intended to serve multiple residential neighborhoods.
Village centers should be located at the intersection of collector and arterial roadways.
A typical village center may contain a grocery store, the small retail services, restaurants, office space, civic building, and a village green.
Civic or part space should be designed to provide a focal call point for the center, while also serving the adjacent neighborhoods.
Village centers may contain higher-density residential uses and may be mixed, both horizontally and vertically with nonresidential uses.
And that's straight from the

detail-specific area plan document that we adopted in 2011.

MR. GRAY: That's fantastic. Thank you, Mr. Lemos.

MR. LEMOS: Yes, sir.

THE COURT: Do you want to proceed with the . . .

MR. LEMOS: Sure. I can do the findings. Yes, sir.

So I want to address the findings for the rezoning.

Again, they are requesting to go from LDR low-density residential district to commercial district.

Under Criterion A, the proposed amendment to commercial is consistent with the intent and purpose of the DSAP, announced as the Detail-Specific Area Plan, Land Use Plan category, Village Center, as stated in Goal Future Land Use 16.

The village center area, identified as M-11 in Section 2.02, Development Program Calculations of the Muscogee DSAP, identifies 35.6 development acres for the designated Land Use Category.

Should the amendment be approved, any proposed development on-site will be required to address and meet the design guidelines and standards, as specified in the Plan. OBJ FLU 16.5.B does explicitly identify retail and office space as a target use for the designated parcel. If approved, the amendment would ensure the compatibility of the underlying zoning with the designated Land Use Plan.

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 request to rezone the parcel to a commercial designation will ensure the compatibility of the underlying zoning with the assigned Village Center uses and allowances under the Land Use Plan in the adopted Midwest Sector Plan -- Midwest Escambia County Sector Plan.

Detailed design guidelines were created to ensure that development within the Sector Plan advance the goals and objectives of the Plan.

The guidelines consist of the required Sector Plan elements but also address guidance

for density, intensity, land-use mix, site and building design, streets, parking and circulation.

The requested commercial zoning will make the underlying zoning district compatible with the uses and intensities, as adopted in the Sector Plan.

Criterion C, compatible with surrounding uses.

The proposed amendment is compatible with surrounding existing uses in the area. Comprehensive Plan OBJ FLU, Future Land Use, 16.5 clearly identifies development guidelines that implement the community design principles under the Sector Plan.

Future Land Use 16.5.1 describes the requirement for the Sector Plan layout to contain mixed-use town, village and neighborhood centers at specific locations throughout the Sector Plan area.

The intent of the Village Centers is to provide retail, service and employment opportunities within close proximity to residential neighborhoods, capturing a market area approximately one-half to two miles in

size.

Within the 500-foot-radius area of the proposed site, staff identified 33 parcels with an underlying zoning of LDR.

Thirteen of the parcels selected are not part of the Sector Plan and are located north of Muscogee Road.

Of the remaining parcels, 11 are designated under the Village Center land-use category and 9 are designated under the Traditional Village land-use category.

Although the commercial zoning provides for many allowances, any development proposed within the Village Center land use will be limited in size, design and scope, as described by the Muscogee Detailed Specific Area Plan guidelines.

Any proposed development will also have to obtain a development order from the Development Review Committee.

Criterion D, appropriate if spot zoning.

The parcel is under the adopted Midwest Escambia County Sector Plan.

As such, the Detailed Specific Area Plan guidelines identify both location and uses that

are compatible with the goals and objectives of the Sector Plan, and therefore not considered spot zoning.

Based on the community design principles used to develop the plan, the specific location was predetermined and assigned a Village Center land use. The center is to be designed as a focal point and to provide opportunities for people to shop, work, live, and play.

Criterion E, appropriate with changed or changing conditions.

The land uses or development conditions within the areas surrounding the property of rezoning have changed.

The adoption of the Midwest Sector Plan, a long-range planning document, provides for cohesive and sustainable development patterns within Central Escambia County, emphasizing urban form and the protection of regional resources and facilities.

The site designation under the Land Use Plan as a Village Center fulfills the development guidelines under the community design principles and supports the adopted goals, objectives and policies of the Sector

Plan.

And that concludes the staff findings.

THE ACTING CHAIRMAN: Thank you, Mr. Lemos.

I apologize. I'm a little out of sequence, but I think that, to me at least, it made sense for you to state your findings first. I apologize for that.

Will the applicant please come forward or their representative?

JAY FRASIER, ESQUIRE, upon being duly sworn, was examined and testified as follows:

MR. FRASIER: Hi. My name is Jay Frasier, attorney with McDonald, Fleming & Morehead, 682 Tanglewood Drive, Pensacola, Florida 32503.

Chair and board members, thank you.

I brought Cole Bracey with me as well. He is a member of the development team that was also listed as an applicant.

I can present, and he is here to answer any questions if needed.

THE ACTING CHAIRMAN: Go ahead, Mr. Bracey.

COLE BRACEY, upon being duly sworn, was examined and testified as follows:

MR. BRACEY: Cole Bracey, 165 Big Star Drive, Thomasville, Georgia.

THE ACTING CHAIRMAN: I will ask both of you this. You understand that you have the burden of providing, by substantial, competent evidence that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of the Comprehensive Plan, and is not in conflict with any portion of the county's Land Development Code?

MR. BRACEY: Yes, sir.

MR. FRASIER: Yes, sir.

THE ACTING CHAIRMAN: Please proceed.

MR. FRASIER: All right. Again, thank you for your time today.

Based on the length of the previous hearing and the staff findings, I'm going to touch on just the criteria.

I do want to point out initially that the parcel in question, again, is designated as part

of a Village Center.

And the DSAP -- We're kind of excited. I know that this is not a common occurrence. And even though we as a county adopted the Village Sector Plan back in 2011, there's not been a lot of opportunities to address this issue.

I do want to point out, of the criteria or approval conditions that are contained in the LDC, the staff has approved or found compatible each of those.

Number one -- And if we could go back just to the criteria for one second.

And before we start going through it, the intent to develop here is a retail space for a Dollar General.

We have met with the staff on a number of occasions through the design process getting to this point.

This is just for the rezoning. We anticipate that there will be further discussions with the county as relates to the design and the final site plan for that.

But as it relates to the Criterion A, is it consistent with the Comprehensive Plan?

As mentioned, the parcel is located within

the Midwest Sector Plan. And the land use plan identifies the parcel as the Village Center designation.

We are requesting LDR from commercial. And that is compatible with the DSAP land-use plan, in that retail specifically is considered as a future land use. It's anticipated that that's exactly what the redesignation to Village Center contemplates. So we agree with the staff that that is compatible.

B, is it consistent with the LDC? Again, the DSAP establishes the design guidelines, which ensure consistency with the overall underlying zoning. And we believe that the Village Center designation will ensure that the design and the use will be compatible with the LDC.

C, compatibility with surrounding uses. Again, because this is a part of the Village sector designation under the sector plan, the anticipated use of retail and the location of the particular parcel easily is compatible with the surrounding areas. And, again, we agree with the staff that it is compatible.

D, is appropriate if spot zoning. I

concur with the staff findings in that this is not spot zoning, for the reasons -- for the reasons stated.

And let me just read quickly from that -- those succinct . . . The parcel is under the adopted Midwest and Escambia County Sector Plan. And as such, the detailed specific area plan and guidelines identified both the location and the uses that are compatible with the goals and objectives of the sector plans, and therefore is not considered spot zoning.

I occur with that finding.

And lastly, is it appropriate with the changed or changing conditions?

Again, the staff found that conditions have changed but that the development patterns in Central Escambia County, taking into account the purpose of the sector plan is exactly what was intended by this rezoning application.

What we ask is that the board adopt the staff findings and allow this to move forward.

And we would like to reserve a little bit of time for questions, if the board has any or if there's any opposition to the rezoning application.

THE ACTING CHAIRMAN: Board members, do you have any questions for the applicant?

MR. GRAY: At this time I don't, but I might have after public comments have been heard.

Thank you.

THE ACTING CHAIRMAN: Fair enough.

Any other board members have any questions?

(No response.)

THE ACTING CHAIRMAN: Okay. We'll just proceed. We'll get back to you, I guess . . .

MR. FRASIER: Yes, sir.

THE ACTING CHAIRMAN: . . . afterwards.

And right now we'll go to the public comments. I want to read again -- Sorry for belaboring this, but I think it's worthy.

For the 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 Sections 2-7.2 of the Escambia County Land Development Code.

During deliberations, the Planning Board will not consider general statements of support

or opposition.

Accordingly, please limit your testimony to the approval conditions and exceptions described in Section 2-7.2.

Please also note that only those individuals who are present and give testimony on the record at this hearing before the Planning Board will be allowed to speak at the subsequent hearing before the BCC.

And I'm going to move on to Josh Womack. Is that -- I'm sorry about that.

And Larry Downs, Jr.

JOSH CHRISTOPHER WOMACK, upon being duly sworn, was examined and testified as follows:

MR. WOMACK: Good morning. My name is Josh Christopher Womack. I live at 504 Greenberry Drive. I'm the past president of the Cantonment Improvement Committee.

With the Cantonment area being called a blighted area, I'm just trying to make sure we don't have no square box put in an area that's being uplifted as it is. And that's my only concern about the situation, is that we already

blighted. So we are trying to get rid of some of the blightness.

And down there, you got the cable company. Only thing been down there in the last 20 years.

So right now, if you look at Gulf Shores and all that, they built a Dollar General that addresses the area. It's beautiful. They got color to it.

And I just want to make sure that Cantonment is represented that way. I want it to be a beautiful area because it is my home.

So I want it attractive. And I would really like to make sure that we have it on record that, look, somebody's concerned about the look of this area, so . . .

And that's my only statement. I deeply appreciate it.

MR. LEMOS: Again, Juan Lemos, Development Services.

So as the applicant mentioned, we have met with the engineer for the past two months, with the understanding that the Sector Plan is unique, but we adopted that, that we didn't want everything to look just like everywhere else in Escambia County.

It seemed like the public agrees, and the County Commissioners adopted the process that is in place. There will be no dollar store that looks like a dollar store that you've ever seen up in the Sector Plan.

If they abide by the standards, signage, the way the building is set up, the way the parking is hidden behind the building, the inclusion of sidewalks.

And you'll be welcome to speak out here when you get a chance.

They have a small -- I call them like waist-high barriers that you -- that kind of separate the parcels from the sidewalk.

There is landscaping that's going to be provided. The sign requirements are different for them. They're not allowed to have any type of pole signs out there on the road. Everything is going to be monument sign type for the dollar store.

MR. WOMACK: No disrespect, sir, but if you look right there on 29 at Neal Road, that Dollar General is like all the rest of them around there.

MR. LEMOS: Yeah, but they're not in the

Sector Plan.

MR. WOMACK: But look at -- look at what I'm talking about. When you're saying the area is blighted, and Neal Road is part of the blighted area for Cantonment.

So I'm not knocking nobody's position of what they're doing. I didn't speak on that part. I left it alone. All I'm saying is, I got people coming to my meeting last night saying, "We don't want the same thing put in our neighborhood."

MR. LEMOS: So -- so under the Sector Plan --

MR. WOMACK: Yes, sir.

MR. LEMOS: -- it allows for retail stores.

MR. WOMACK: Yes, sir.

MR. LEMOS: Regardless of what it is.

MR. WOMACK: Yes, sir.

MR. LEMOS: We're going to make -- we -- The Sector Plan requires them to be different.

MR. WOMACK: Yes, sir.

MR. LEMOS: The standards are much higher.

MR. WOMACK: Yes, sir.

MR. LEMOS: And I know exactly which store

you're talking about. I took pictures about six months ago and brought them back to the site.

MR. WOMACK: Yes, sir.

MR. LEMOS: Because we say look, they do have the capability to build something that doesn't just look like a square box.

MR. WOMACK: Yes, sir.

MR. LEMOS: With a sign in a parking lot up front.

MR. WOMACK: Yes, sir.

MR. LEMOS: So -- so they -- they are aware of it.

Again, we have spoken to the engineer. They have the standards.

And I'll be more than glad to provide you with the standards so you can kind of get a look and see what it's supposed to look like.

So it is enhanced. So the intent is to make things look nicer for the community.

MR. WOMACK: Yes, sir.

MR. LEMOS: Absolutely. That's -- that's -- that's a priority of the Sector Plan.

MR. WOMACK: My intent, as a representative of my community, is to make sure that it is that way.

MR. LEMOS: Gotcha.
MR. WOMACK: So if we all is in the same ballpark, it shouldn't be no long, drawn-out process. It should be a good, even transition.
MR. LEMOS: Yes, sir.
MR. JONES: And Mr. Womack, thank you. Thank you. I'm glad you're here. We appreciate that.
And as Mr. Juan Lemos stated, I think the representative -- they can speak to those as well, since they are here for the record.
But the Sector Plan will -- not if, not could they. Those standards will be applied. They've got to meet those higher performance standards, based upon the approved design, area plan that requires that.
This is not a typical rezoning. They've got some standards that they've got to meet.
MR. WOMACK: Yes, sir.
MR. JONES: Yes, sir.
And they can make some comments on that as well.
MR. FRASIER: All right. And as was pointed out, the Sector Plan has enhanced design guidelines that are addressing exactly your

concerns.
MR. WOMACK: Yes, sir.
MR. FRASIER: In order to develop that parcel in line with what the Sector Plan contemplates, which will be required --
MR. WOMACK: Yes, sir.
MR. FRASIER: -- they will have to meet those heightened designs.
MR. WOMACK: Yes, sir.
MR. FRASIER: And I know that previously the developer has met with people in the community, and I anticipate will continue to do that throughout this process.
MR. WOMACK: Well, we been meeting up there for the last seven years. And that's part of our area where we shop at.
MR. FRASIER: Sure.
MR. WOMACK: So if they've been communicating with everybody, they haven't communicated up there with us.
MR. FRASIER: Understood.
MR. WOMACK: And that's what I'm saying. I'm not saying you have to at all.
MR. FRASIER: Right.
MR. WOMACK: All I'm saying is, I care

about my community.
MR. FRASIER: Yeah.
MR. WOMACK: And I've sat back and watched some of the things go on in the community that they're saying will not go on and wind up going on.
MR. FRASIER: Right.
MR. WOMACK: So I'm just speaking up ahead of time saying, "Hey, look, this is the standard that we would like to have there."
And since it's in the Sector Plan, let's go by the letter of the Sector Plan.
THE COURT: Very good.
All right, Mr. Womack. Thank you very much.
MR. WOMACK: Thank you.
THE ACTING CHAIRMAN: Mr. Larry Downs, Jr.

LARRY DOWNS, JR., having been previously duly sworn, was examined and testified further as follows:

MR. DOWNS: Larry Downs, Jr., 12156 Havburg Drive, Pensacola, Florida.
I'm in favor of this. I believe it meets

the criteria. I don't think, whether it is a square box or a rectangle box or something with a beautiful mirror on it, I don't think that's part of what y'all should be considering, period. I mean, that's not what we're here to do.
Today we have government dictating or neighbors dictating what type of look that a establishment has. We've gone -- we've gone too far at that point. And I know we're beyond that.
Anyways, it meets the criteria, so please approve this business to go up.
Thank you.
THE ACTING CHAIRMAN: Thank you, sir.
Mr. Michael Bearden.
MR. BEARDEN: I have to bring my notes this time.

MICHAEL BEARDEN, having been previously duly sworn, was examined and testified further as follows:

MR. BEARDEN: Michael Bearden, 11716 Chanticleer Court, Pensacola, Florida 32507.

And I'm proud to be here.
My comments are this: Ditto from what I did the last time.
And the other thing I just want to say is, I live just off Gulf Beach, and there's conflict going on about one of these being put on there.
And I live in the area. And I want it there. And one of the reasons I want it there is what I stated before: our commerce.
And the property has that right, as Mr. Jones said when he said at the beginning of this. It meets all the criteria.
And other than that, you know, let's not do the "last person in slam the door" syndrome. You know, this is paradise. And we need to welcome other people into this paradise.
It's tax income for the property.
And, Horace, you did a good job.
THE ACTING CHAIRMAN: Cole Bracey. I'm sorry. Got you in. And Mr. Jay Frasier. We've got you both on here.
Boards members, do you have any questions for anybody here on the subject speakers?
(No response.)
THE ACTING CHAIRMAN: Everybody have the

opportunity to fill out a speaker form?
(No response.)
THE ACTING CHAIRMAN: Anybody else need to speak?
(No response.)
THE ACTING CHAIRMAN: All right. Go ahead, Mr. Gray. You have a question for the applicant?
MR. GRAY: Yeah. I thought I might have, after hearing some of the public comment.
And just stands to reason -- If we could bring back the locational map. It may be the one with the future land use. Doesn't matter which one.
It would -- The one actually -- the delineation of the Sector Plan guidelines.
Thank you.
So on a typical crossroad, you know, you have the choice of northeast corner, southwest corner, northeast, southwest. All four corners. Basically this is a "T."
So you have the opportunity to purchase property that was outside the Sector Plan, that was outside of the design standards as described in the Sector Plan, but you chose to purchase

your property within the Sector Plan and you felt you could meet the higher standards and the enhanced standards that were adopted by this community that this community elected to enforce upon itself because the community had a higher standard for what they were going to be doing with properties in this area.
And I applaud the sector plan being adopted. I applaud your recognition of higher standards are applying to an area. And I think that you recognize that, and you also understood the value in that, which is why you chose it.
And I'm assuming a lot here. I'm seeing some nods. I'm okay with my assumptions, that they're fairly accurate.
So I just wanted to make this sort of point. Where we do apply these standards, people do attract to that.
And it's your expectation that your value is at a higher level when you -- You're going to meet the higher standards, that's fine. Your design is going to be enhanced.
And we do recognize at some point that boxes are not just boxes. They do mean something. And we don't just live in an

economy. Don't just live in boxes. We live in communities.
And your recognition that we have a community that you're adhering to is what I'm applauding.
And I'm going to be making a motion in a few moments here when we get ready to approve what you have set forth on.
So I wanted to thank you both.
MR. FRASIER: Thank you.
MR. BRACEY: Thank you, sir.
THE ACTING CHAIRMAN: Anybody else have any questions for the applicants?
(No response.)
THE ACTING CHAIRMAN: So I always think that the applicant has a larger share of the burden.
And I do come from an exception that, facing similar . . . and I know that folks are not happy. And that, fair or not, I just know the general consensus.
And I always stated the applicants, the job and the duty to do the PRN to explain and make friends with the neighbors.
Now, whether that's constitutionally

required, I doubt it. However, here we are. And this one is going to be a little bit probably different than a future one, but we'll proceed if y'all have no other questions.

Any comments for staff and/or the applicant?

(No response.)

THE ACTING CHAIRMAN: I will entertain a motion.

MR. INGWELL: I would like to make a motion.

Based on the five approval conditions, I recommend approval of rezoning case Z-2019-01.

MR. GRAY: At least let me tag in my second, then.

THE ACTING CHAIRMAN: I have a motion and a second.

All those in favor, please signify by saying aye.

(Chorus of "ayes.")

THE ACTING CHAIRMAN: Any opposed?

(No response.)

THE ACTING CHAIRMAN: Hearing none, the motion carries.

(Hearing concluded at 10:25 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board proceedings; and that the transcript is a true record, to the best of my ability, 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:	01/08/2019
CASE :	Z-2019-01
APPLICANT:	Terramore Development , LLC, Agent for Steven and Carrin Buttrick, Owner
ADDRESS:	Portion of 149 Highway 97 South
PROPERTY REF. NO.:	09-1N-31-1000-030-005 (portion of)
FUTURE LAND USE:	NA
DISTRICT:	5
OVERLAY DISTRICT:	Detailed Specific Area Plan (DSAP) Muscogee
BCC MEETING DATE:	02/07/2019

SUBMISSION DATA:
REQUESTED REZONING:

FROM: LDR, Low Density Residential district (4 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.

The proposed parcel is located within the adopted **Escambia County Mid-West Sector Plan, Muscogee Detailed Specific Area Plan (DSAP)**; upon adoption of the Plan, the Future Land Use category for the parcel is designated as shown in the **Final Land Use Plan, Figure 2.01A,** of the adopted Mid-West Sector Plan. Therefore, development requirements and compatibility of the underliying proposed zoning with the designated Land Use Plan for the parcel must be maintained. The Land Use Plan identifies the parcel area as **Village Center**.

GOAL FLU 16 MID-WEST ESCAMBIA COUNTY OPTIONAL SECTOR PLAN
Escambia County shall utilize the Optional Sector Plan process to encourage cohesive and sustainable development patterns within central Escambia County, emphasizing urban form and the protection of regional resources and facilities.
FLU 16.3.2 Local and collector streets, sidewalks, bike lanes and multi-use paths shall contribute to a system of fully-connected and attractive routes from individual neighborhoods to neighborhood, village, town and employment centers. Their design should encourage pedestrian and bicycle use by being spatially defined by buildings, trees, and lighting; and by discouraging high speed vehicular traffic.
FLU 16.3.3 Neighborhood, Village and Town Centers shall be transit-oriented and designed to accommodate current and future transit systems.
OBJ FLU 16.5 Community Design
Adopt development guidelines that implement the community design principles of the Optional Sector Plan area.
B. Village Centers
Village Centers are intended to be sub-area retail centers and capture a market area approximately ½ to 2 miles in size. The design of Village Centers shall be compact, mixed-use and similar in nature to traditional, small town main streets. Village Centers shall be designed to accommodate approximately 40,000 to 200,000 sq. ft. of non-residential uses predominantly comprised of retail and office space.

FINDINGS

The proposed amendment to Commercial **is consistent** with the intent and purpose of DSAP Land Use Plan category, Village Center, as stated in Goal FLU 16. The Village Center area identified as M-11, in Section 2.02 Development Program Calculations of the Muscogee DSAP, identifies 35.6 development acres for the designated Land Use category. Should the amendment be approved, any proposed development on-site will be required to address and meet the design guidelines and standards, as specified in the Plan. OBJ FLU 16.5.B does explicitly identify retail and office space as a target use for the designated parcel. If approved, the amendment would ensure the compatibility of the underlying zoning with the designated Land Use Plan.

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. 3-2.10 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.
(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA may conditionally allow the following uses within the Commercial district:
(1) Residential.
a. Group living not among the permitted uses of the district.
b. Home occupations with non-resident employees.
(2) Retail sales.
a. Boat sales, new and used.
b. Automobile sales, used autos only, excluding parcels fronting on any of the following streets: Sorrento Road/Gulf Beach Highway/Barrancas Avenue (SR 292); Blue Angel Parkway (SR 173); Pine Forest Road, south from Interstate 10 to State Road 173; Navy Boulevard (SR 295 and US 98); and Scenic Highway (SR 10A and US 90). Additionally, the parcel shall be no larger than one acre and provided with a permanent fence, wall, or other structural barrier of sufficient height and mass along all road frontage to prevent encroachment into the right-of way other that through approved site access.
c. Automobile rental limited to the same restrictions as used automobile sales.
d. Utility trailer, heavy truck (gross vehicle weight rating more than 8500 lbs), and recreational vehicle sales, rental, or service limited to the same restrictions as used automobile sales.
(3) Retail services.
a. Restaurants not among the permitted uses of the district.
b. Service and repair of motor vehicles, small scale (gross floor area 6000 sq. ft. or less per lot), excluding painting and body work and outdoor work and storage.
(4) Public and civic.
a. Cemeteries, including family cemeteries.

b. Clubs, civic and fraternal.
c. Cinerators.
d. Homeless shelters.
(5) Recreation and entertainment.
a. Bars and nightclubs.
b. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.
c. Parks with permanent restrooms or outdoor event lighting.
(6) Industrial and related.
(a) Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use and regulations in Part III, the Land Development Code, chapter 4. *Borrow pits are prohibited on land zoned GMD prior to the adoption of the Commercial (Com) zoning.
(b) Microbreweries, microdistilleries, microwineries.
(7) Agricultural and related. Horses or other domesticated equines kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.
(8) Other uses.
a. Outdoor sales not among the permitted uses of the district.
b. Outdoor storage not among the permitted uses of the district, including outdoor storage of trailered boats and operable ecreational vehicles, but no repair, overhaul, or salvage activities.
All such storage shall be screened from residential uses and maintained to avoid nuisance conditions.
c. Self-storage facilities, including vehicle rental as an accessory use.
d. Structures of permitted uses exceeding the district structure height limit.
(d) Site and building requirements. The following site and building requirements apply to uses within the Commercial district:
(1) Density. A maximum density of 25 dwelling units per acre throughout the district. Lodging unit density not limited by zoning.
(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Commercial (C) future land use category and 2.0 within Mixed-Use Urban (MU-U).
(3) Structure height. A maximum structure height of 150 feet above adjacent grade.
(4) Lot area. No minimum lot area unless prescribed by use.
(5) Lot width. Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:
a. Single-family detached. Forty feet at the street right-of-way for single-family detached dwellings.
b. Two-family. Eighty feet at the street right-of-way for two-family dwellings.
c. Multi-family and other. Eighty feet at the street right-of-way for multi-family dwellings, boarding or rooming houses, or townhouse groups. No minimum lot width required by zoning for other uses.
(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent

maximum semi-impervious and impervious cover) for all uses.
(7) Structure setback. 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. Refer to chapters 4 and 5 for additional development regulations and standards.
(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).
(f) Rezoning to Commercial. Commercial zoning may be established only within the Mixed-Use Suburban (MU-S), Mixed-Use Urban (MU-U) or Commercial (C) future land use categories. The district is appropriate to provide transitions between reas zoned or used as high density mixed-use and areas zoned or used as heavy commercial or industrial. Rezoning to Commercial is subject to the same location criteria as any new non-residential use proposed within the Commercial district.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The request to rezone the parcel to a Commercial designation will ensure the compatibility of the underlying zoning with the assigned Village Center uses and allowances under the Land Use Plan in the adopted Mid-West Escambia County Sector Plan. Detailed design guidelines were created to ensure that development within the Sector Plan advance the Goals and Objectives of the Plan. The guidelines consist of the required Sector Plan elements but also address guidance for density, intensity, land use mix, site and building design, streets, parking and circulation. The requested Commercial zoning will make the underlying zoning district compatible with the uses and intensities, as adopted in the Sector Plan.

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. Comprehensive Plan OBJ FLU 16.5 clearly identifies development guidelines that implement the community design principles under the Sector Plan. FLU 16.5.1 describes the requirement for the Sector Plan layout to contain mixed-use town, village and neighborhood centers at specific locations throught the Sector Plan area. The intent of the Village Centers is to provide retail, service and employement opportunities within close proximity to residential neighborhoods, capturing a market area approximately one-half to two-miles in

size. Within the 500' radius area of the proposed site, staff identified thirty-three parcels with an underlying zoning of LDR. Thirteen of the parcels selected are not part of the Sector Plan and are located North of Muscogee Road. Of the remaining parcels, eleven are designated under the Village Center land Use category and nine are designated under the Traditional Village land use category. Although the Commercial zoning provides for many allowances, any development proposed within the Village Center Land Use will be limited in size, design and scope, as described by the Muscogee Detailed Specific Area Plan (DSAP). guidelines. Any proposed development will also have to obtain a Development Order from the Development Review Committee.

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 parcel is under the adopted Mid-West Ecambia County Sector Plan, as such, the Detailed Specific Area Plan Guidelines identify both location and uses that are compatible with the Goals and Objectives of the Sector Plan, and therefore, **not considered spot zoning**. Based on the community design principles used to develop the plan, the specific location was pre-determined and assigned a Village Center land use. The Center, is to be designed as a focal point and to provide opportunities for people to shop, work, live and play.

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

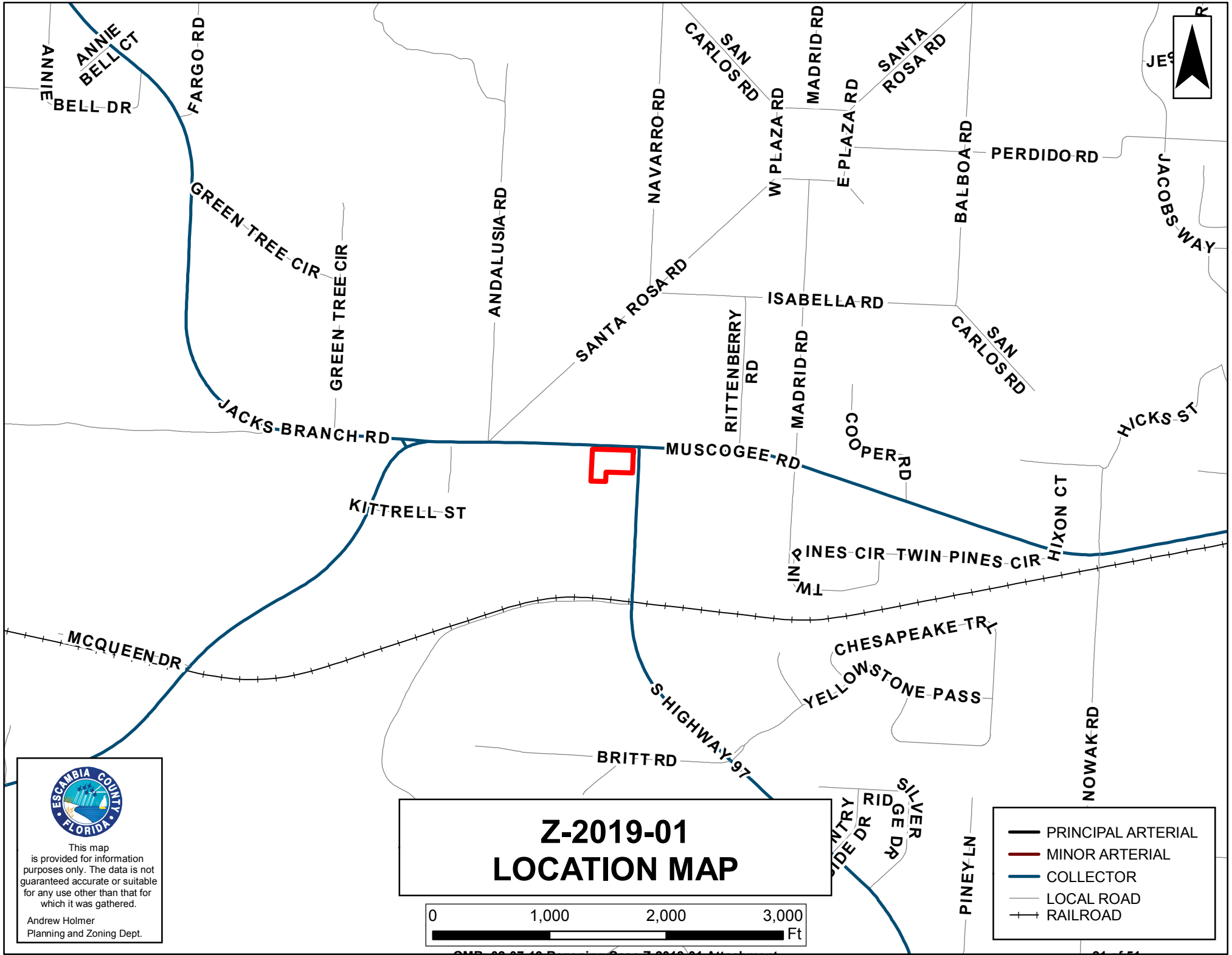
sprawl.

FINDINGS

The land uses or development conditions within the area surrounding the property of rezoning **have** changed. The adoption of the Mid-West Sector Plan, a long-range planning document, provides for cohesive and sustainable development patterns within Central Escambia County, emphasizing urban form and the protection of regional resources and facilities. The site designation under the Land Use Plan as a Village Center, fulfills the development guidelines under the community design principles and supports the adopted Goals, Objectives and Policies of the Sector Plan.

Attachments

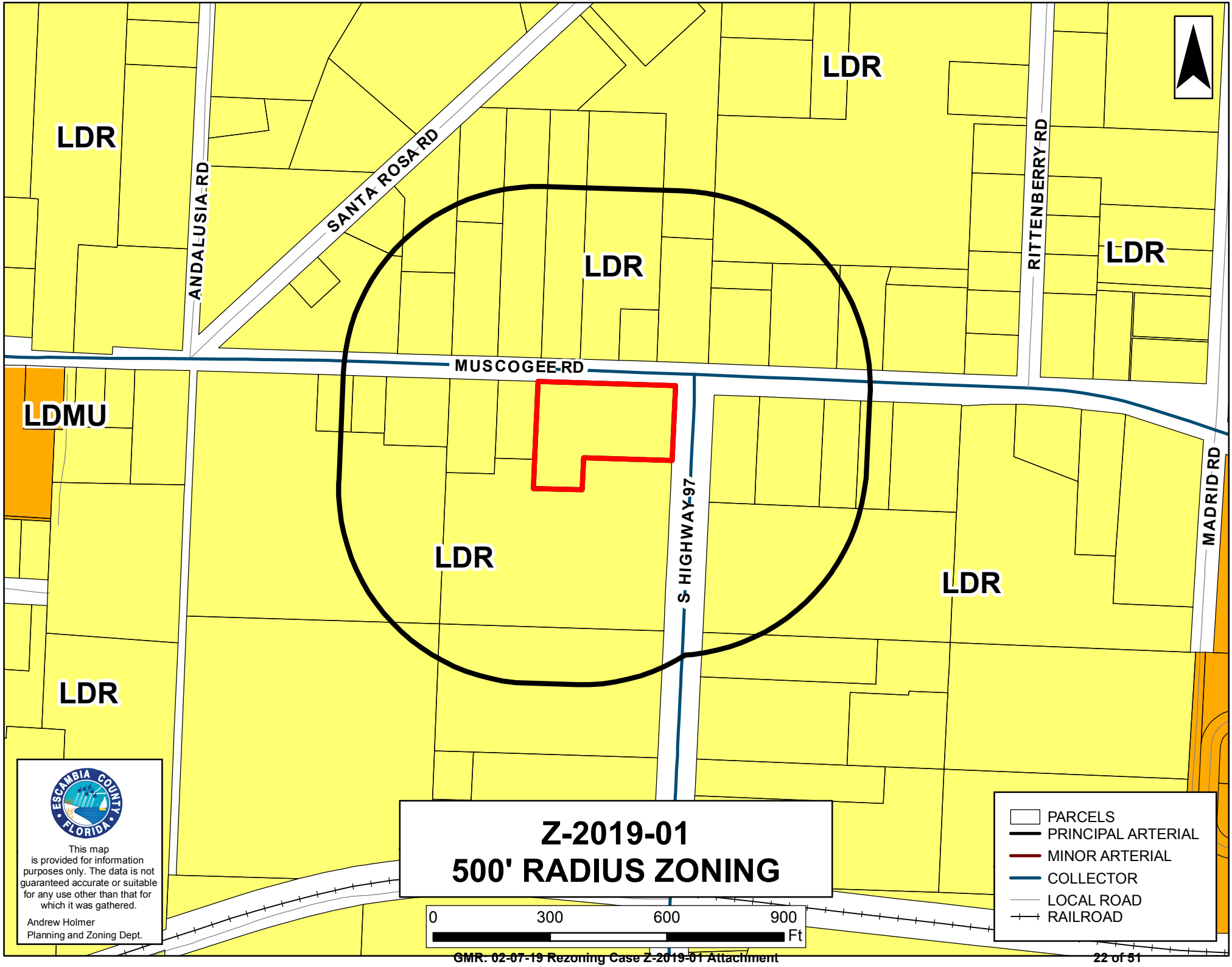
Working Case File



Z-2019-01
LOCATION MAP

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.


LDR
LDR
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LDMU
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ANDALUSIA RD
SANTA ROSA RD
RITTENBERRY RD
MUSCOGEE RD
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Z-2019-01
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PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
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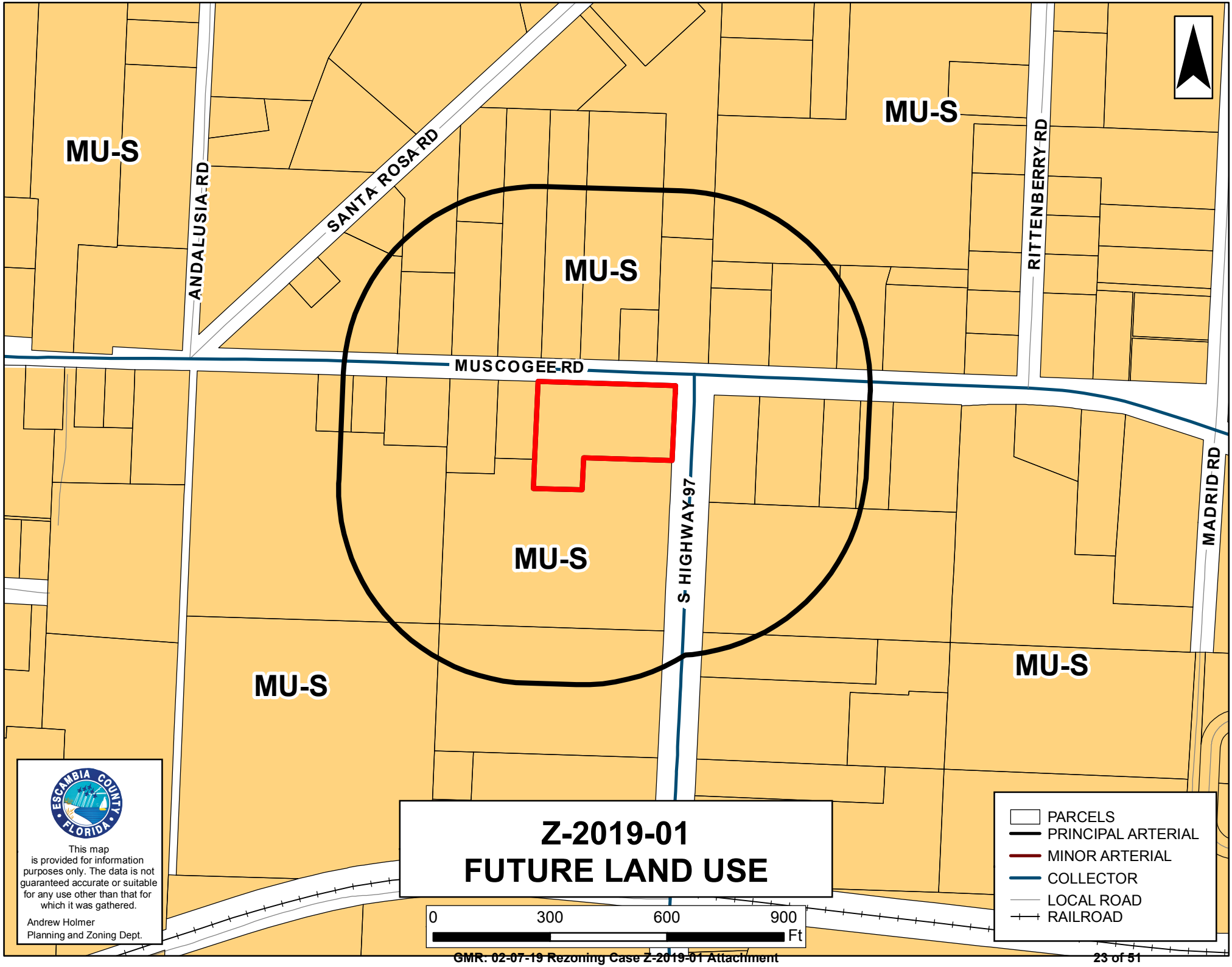
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SANTA ROSA RD
RITTENBERRY RD
MUSCOGEE RD
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COLLECTOR
LOCAL ROAD
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ESCAMBIA COUNTY FLORIDA
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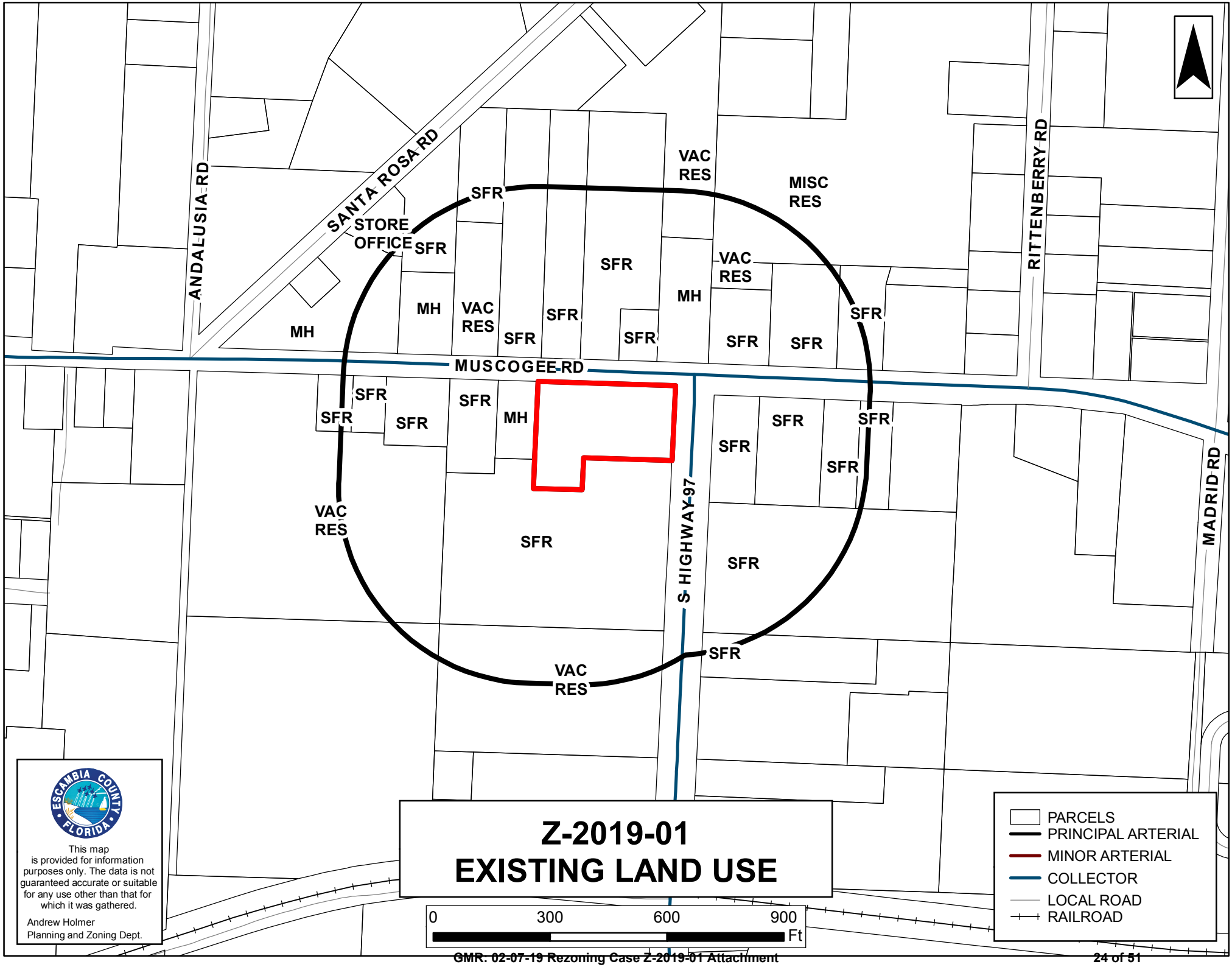
ANDALUSIA RD
SANTA ROSA RD
RITTENBERRY RD
MUSCOGEE RD
S HIGHWAY 97
MADRID RD
STORE
OFFICE
SFR
MH
VAC
RES
MISC
RES
Z-2019-01
EXISTING LAND USE
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
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ESCAMBIA COUNTY FLORIDA
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Planning and Zoning Dept.

MUSCOGEE RD
S HIGHWAY 97
Z-2019-01
AERIAL MAP
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
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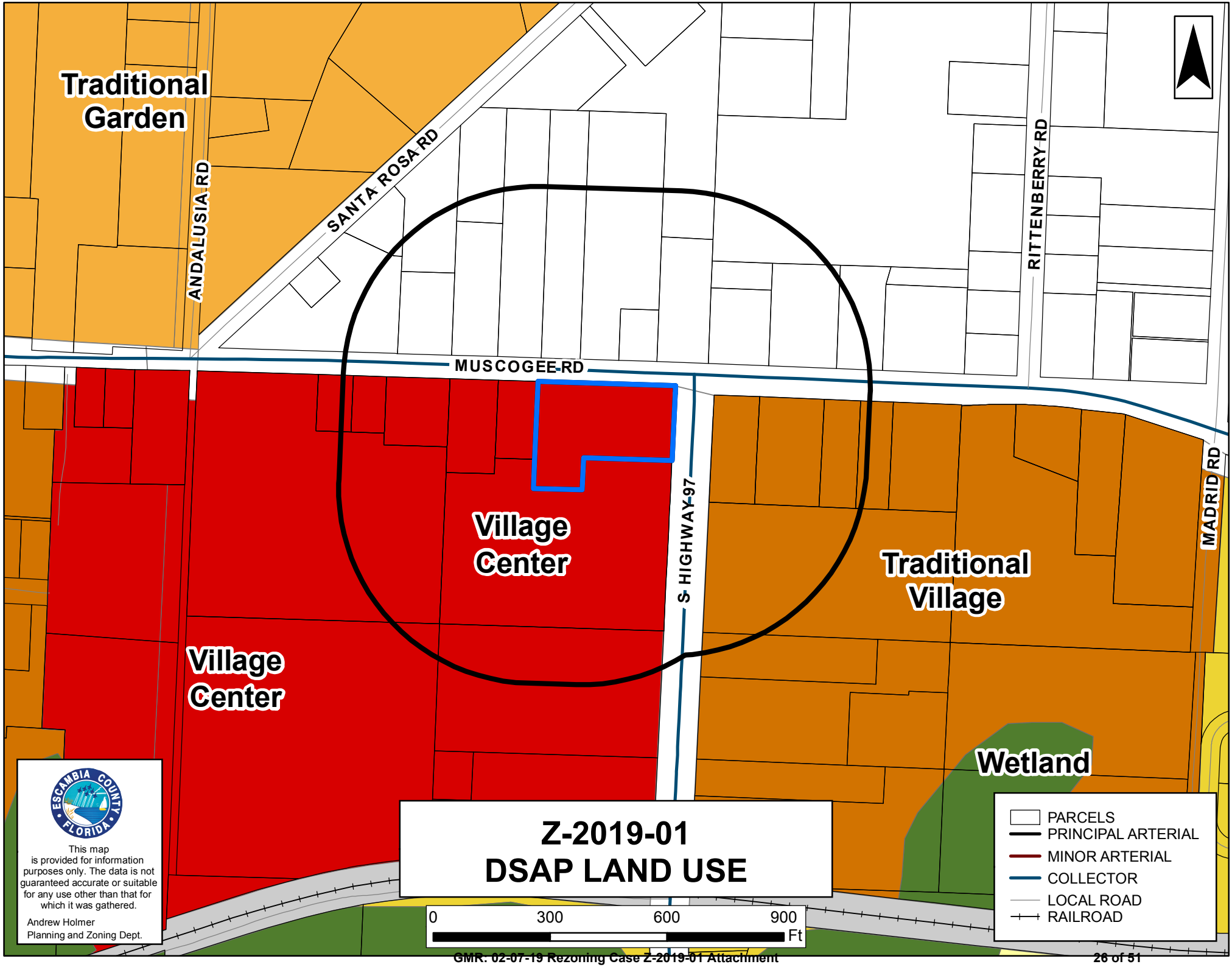
Traditional Garden
ANDALUSIA RD
SANTA ROSA RD
RITTENBERRY RD
MUSCOGEE RD
Village Center
S HIGHWAY 97
Traditional Village
MADRID RD
Village Center
Wetland
Z-2019-01
DSAP LAND USE
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PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
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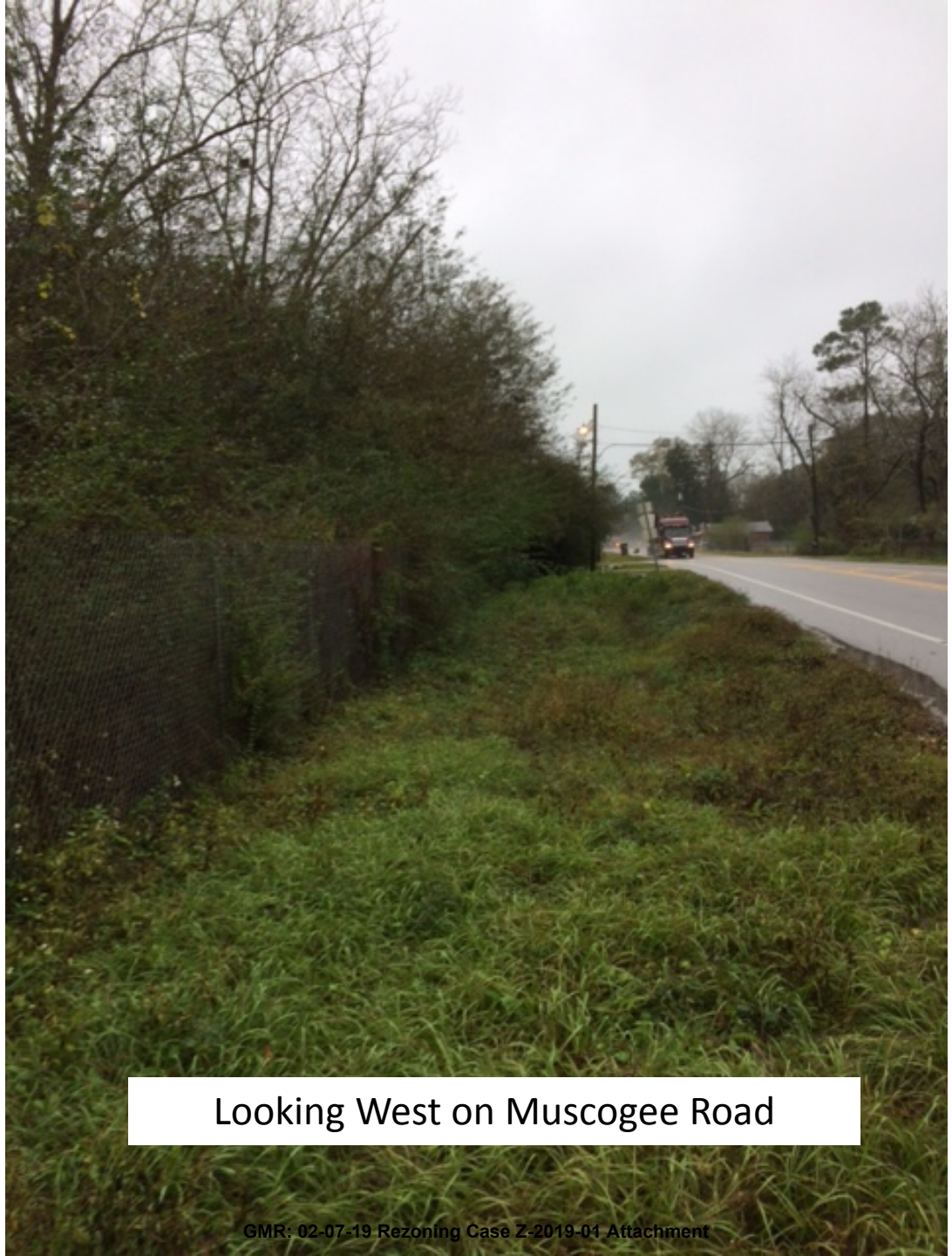
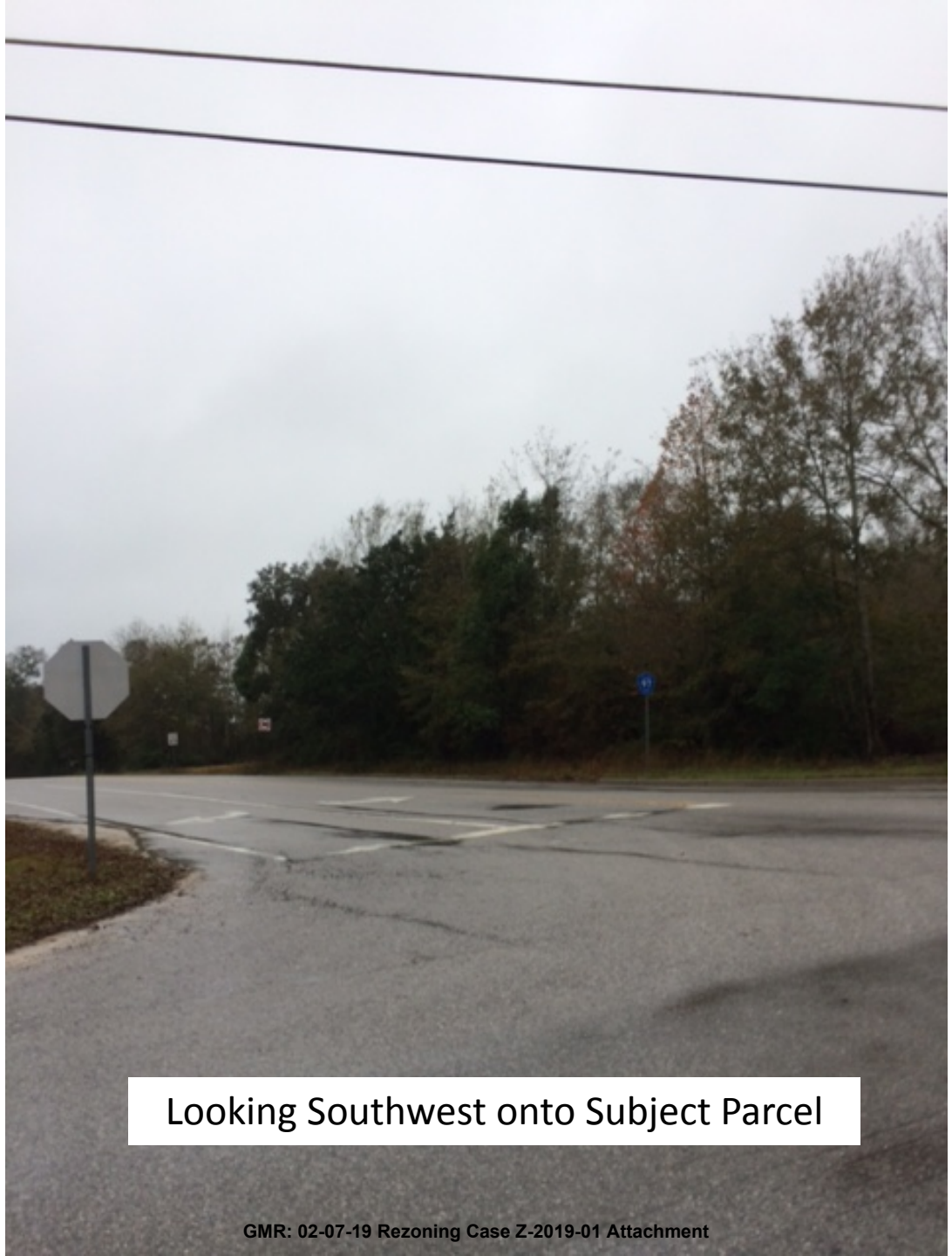
Planning and Zoning Dept.

Notice of Public Hearing Sign



Looking West on Muscogee Road



Looking Southwest onto Subject Parcel

Looking Southeast at the intersection of Muscogee and Hwy 97

Looking South onto Subject Parcel

Looking East on corner of Muscogee and Hwy 97

McDONALD
FLEMING
MOORHEAD
ATTORNEYS AT LAW

REPLY TO:
JOHN "JAY" A. FRAISER, JR.
jafraiser@pensacolalaw.com
Direct: (850) 696-1888

WILLIAM A. BOND
MATTHEW A. BUSH
EDWARD P. FLEMING
ANNA-MARIE FORSHEE
PRESTON J. FORSHEE
JOHN A. FRAISER, JR.
CLIFTON D. GAVIN
R. TODD HARRIS
BELINDA B. DE KOZAN
BRUCE A. McDONALD
BILL B. McEACHERN
STEPHEN R. MOORHEAD
STEPHEN L. WALKER
KATHLYN M. WHITE

GEN. MICHAEL L. FERGUSON
(RETIRED)

WILLIAM J. GREEN
(1943-2012)

December 5, 2018

Via Hand-Delivery
Escambia County Planning and Zoning
3363 West Park Place
Pensacola, FL 32505

Re: Rezoning Application
Our File No. RPBZ-1051-002

To Whom It May Concern:

Please see enclosed for the Rezoning Application for the property located on 149 Highway 97 South, Cantonment, FL 32533. Included with this application is check no. 21489, in the amount of $1,084.00, for the application fee.

Should you have any questions or require any additional information, please call my office directly at 850-378-2444. We appreciate your time and attention to this matter.

Sincerely,

John "Jay" A. Fraiser, Jr.

JAF/cnw
Enclosures

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-2019-01 Accepted by: ACain PB Meeting: 1/8/18

1. **Contact Information:**

   A. **Property Owner/Applicant:** Steven J. Buttrick and Carrin Buttrick

   Mailing Address: 164 S Highway 97, Cantonment, FL 32533

   Business Phone: 850.380. 1731 Cell: _____

   Email: stevebuttrick33@gmail.com

   B. **Authorized Agent (if applicable):** Teramore Development, LLC

   Mailing Address: P.O. Box 6460, Thomasville, GA 31758

   Business Phone: 229.516 .489 Cell: _____

   Email: cbracey@teramore.net

   ***Note:** Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: 149 Highway 97 South, Cantonment, FL 32533

   Parcel ID (s): 09-1N-31-1000-030-005 (Parent Parcel). Proposed new parcel is as shown in the survey attached hereto as "Exhibit A". The legal description of the proposed new parcel is attached hereto as "Exhibit B".

   B. Total acreage of the subject property: ~~1.71~~ 1.6 ac CB CB

   C. Existing Zoning: LDR

   Proposed Zoning: ~~See below~~ Com JAF; explain why necessary and/or appropriate Teramore intends to develop a general retail store on the property after receiving all necessary approvals. The property is located in the Escambia County Mid-West Sector Plan which contemplates the intended use.

   FLU Category: _____

D. Is the subject property developed (if yes, explain): NO

E. Sanitary Sewer: _____ Septic: X

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.

The property is located within the Escambia County Mid-West Sector Plan ("Sector Plan"). While the FLU of the property is MU-S, the overlay Sector Plan contemplates the intended use of the property.

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

Yes, the proposed development is consistent with the purpose and intent of the "Sector Plan".

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.

The intended use of the property is contemplated in the "Sector Plan". The development as proposed and approved will be compatible with the surrounding areas as contemplated in the "Sector Plan".

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*

N/A.

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.

The proposed development is harmonious with the intent of the "Sector Plan" and will serve to decrease the likelihood of urban sprawl.

4. Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 09-1N-31-1000-030-005

Property Address: 149 Highway 97 South, Cantonment FL 32533

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 20th DAY OF November, YEAR OF 2018

Signature of Property Owner	Steven I Buttrick Printed Name of Property Owner	11-20-18 Date
Signature of Property Owner	Carren Buttrick Printed Name of Property Owner	11-20-18 Date

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(If applicable)

As owner of the property located at 149 Highway 97 South, Cantonment, FL 32533, Florida, property reference number(s) 09-1N-31-1000-030-005, I hereby designate Teramore Development, LLC (c/o Cole Bracey) 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 20th day of November 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: Cole Bracey Email: cbracey@teramore.net

Address: P.O. Box 8480, Thomasville, GA 31758 Phone: 229.516.4289

Signature of Property Owner — Steven J. Buttrick (Printed Name of Property Owner) — 11-20-18 (Date)

Signature of Property Owner — Carrin Buttrick (Printed Name of Property Owner) — 11-20-18 (Date)

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 20th day of November 2018

by Steven J. Buttrick and Carrin Buttrick

Personally Known ☐ OR Produced Identification ☑ Type of Identification Produced: FL DL

Signature of Notary — Amanda Eaves (Printed Name of Notary)

(Notary Seal)

AMANDA EAVES NOTARY PUBLIC STATE OF FLORIDA

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 — Steven J. Butrick (Printed Name Owner/Agent) — 11-20-18 (Date)

Signature of Owner — Carrin Buttrick (Printed Name of Owner) — 11-20-18 (Date)

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 20th day of November 20 18, by Steven Butrick and Carrin Buttrick

Personally Known ☐ OR Produced Identification ☑ Type of Identification Produced: FLDL

Signature of Notary — Amanda Faves (Printed Name of Notary) — (notary seal)

AMANDA EAVES NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires September 26, 2019 No. FF 922194 Bonded through CNA Surety

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).

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Signature of Owner/Agent	Cole Bracey of Teramore Development, LLC Printed Name Owner/Agent	11/14/18 Date
Signature of Owner	Printed Name of Owner	Date

STATE OF Georgia COUNTY OF Thomas The foregoing instrument was acknowledged before me this 14TH day of NOVEMBER 20 18, by Cole Bracey.

Personally Known X OR Produced Identification □. Type of Identification Produced: _____

Amanda Coulter
Signature of Notary

AMANDA COULTER
Printed Name of Notary

AMANDA COULTER NOTARY PUBLIC GEORGIA THOMAS COUNTY EXPIRES NOVEMBER 11, 2019

EXHIBIT "A"

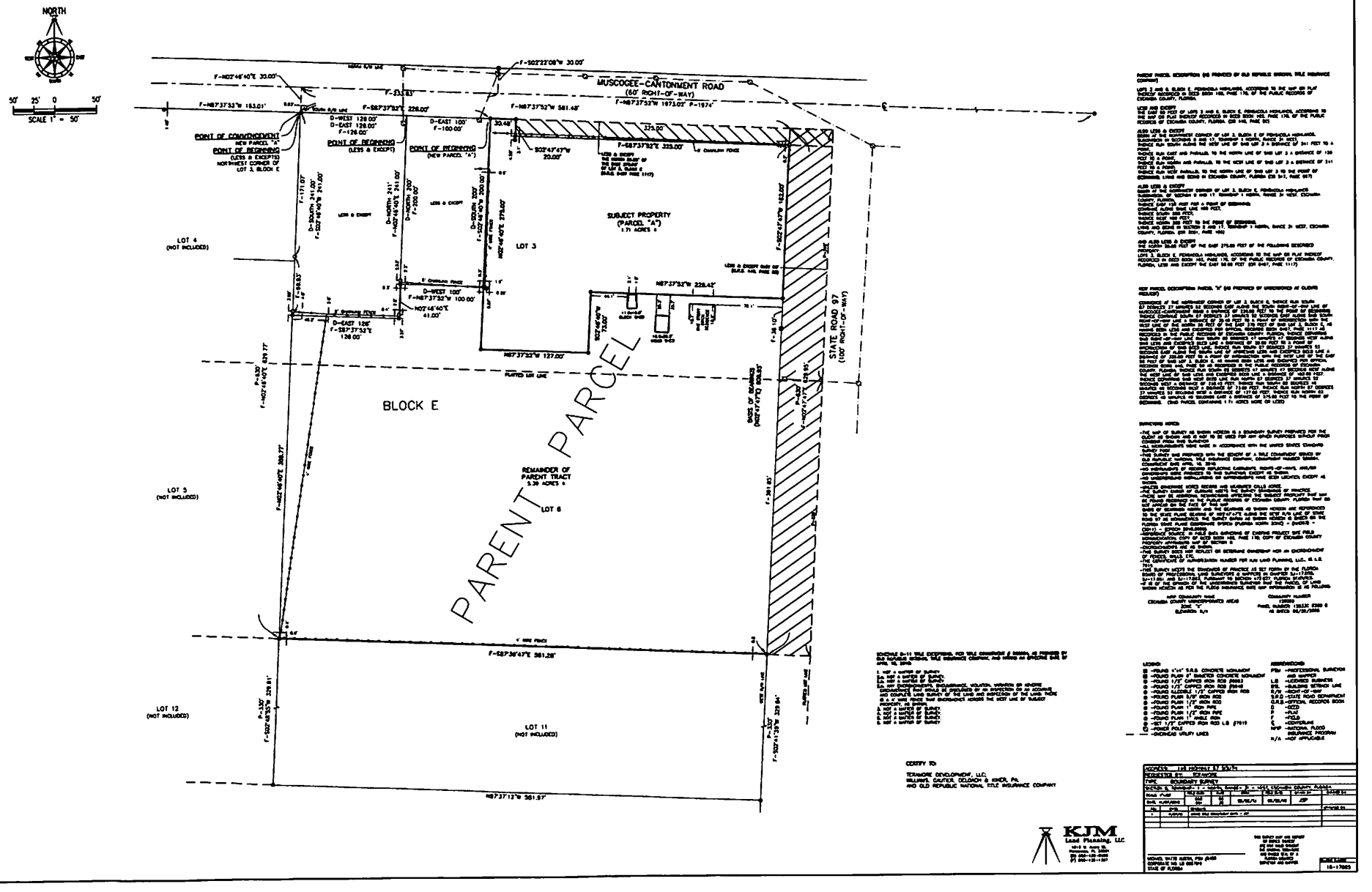
NORTH
SCALE 1" = 50'
MUSCOGEE - CANTONMENT ROAD
(60' RIGHT-OF-WAY)
STATE ROAD 97
(100' RIGHT-OF-WAY)
POINT OF COMMENCEMENT
NEW PARCEL "A"
POINT OF BEGINNING
(LESS & EXCEPTS)
NORTHWEST CORNER OF
LOT 3, BLOCK E
POINT OF BEGINNING
(LESS & EXCEPT)
POINT OF BEGINNING
(NEW PARCEL "A")
SUBJECT PROPERTY
(PARCEL "A")
1.71 ACRES ±
LOT 3
LOT 4
(NOT INCLUDED)
LOT 5
(NOT INCLUDED)
LOT 12
(NOT INCLUDED)
LOT 11
(NOT INCLUDED)
BLOCK E
LOT 6
REMAINDER OF
PARENT TRACT
5.39 ACRES ±
PARENT PARCEL
F-N87°37'52"W 183.01'
F-N02°46'40"E 30.00'
F-S87°37'52"E 228.00'
F-N87°37'52"W 581.48'
F-S02°22'08"W 30.00'
F-N87°37'52"W 1973.02' P-1974'
F-S87°37'52"E 325.00'
S02°43'47"W
20.00'
N87°37'52"W 228.42'
N87°37'52"W 127.00'
F-S87°36'47"E 581.28'
N87°37'13"W 581.97'
F-S02°47'47"W 183.00'
F-S02°47'47"W 329.81'
F-S02°46'40"W 329.77'
F-N02°46'40"E 388.77'
F-S02°46'40"W 241.00'
F-N02°46'40"E 241.00'
F-S02°46'40"W 200.00'
F-N02°46'40"E 200.00'
F-N02°46'40"E 41.00'
F-S87°37'52"E 126.00'
F-N87°37'52"W 100.00'
S02°46'40"W
73.00'
D-WEST 128.00'
F-126.00'
D-EAST 128.00'
F-126.00'
D-EAST 100'
F-100.00'
D-SOUTH 241.00'
F-S02°46'40"W 241.00'
D-NORTH 241'
F-N02°46'40"E 241.00'
D-NORTH 200'
F-200.00'
D-SOUTH 200'
F-S02°46'40"W 200.00'
D-WEST 100'
F-N87°37'52"W 100.00'
D-EAST 126'
F-S87°37'52"E
126.00'
P-330'
F-N02°46'40"E 329.77'
P-330'
F-S02°46'55"W 329.81'
F-391.25'
F-391.25'
F-329.64'
F-329.64'
F-171.07'
F-171.07'
F-98.83'
F-98.83'
F-34.10'
F-34.10'
BASIS OF BEARINGS
(NO2°47'47"E 658.00')
LESS & EXCEPT
LESS & EXCEPT
LESS & EXCEPT
LESS & EXCEPT
LESS & EXCEPT
PLATTED LOT LINE
6' CHAINLINK FENCE
4' WIRE FENCE
6' WOOD FENCE
EXISTING BUILDING
EXISTING SHED
EXISTING SHED
EXISTING SHED

Exhibit "B"

COMMENCE AT THE NORTHWEST CORNER OF LOT 3, BLOCK E; THENCE RUN SOUTH 87 DEGREES 37 MINUTES 52 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF MUSCOGEE-CANTONMENT ROAD A DISTANCE OF 226.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 87 DEGREES 37 MINUTES 52 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 30.48 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE NORTH 20 FEET OF THE EAST 375 FEET OF SAID LOT 3, BLOCK E, AS HAVING BEEN LESS AND EXCEPTED PER OFFICIAL RECORDS BOOK 6497, PAGE 1117 AS RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN SOUTH 02 DEGREES 47 MINUTES 47 SECONDS WEST ALONG SAID LESS AND EXCEPTED DEED LINE A DISTANCE OF 20.00 FEET TO A POINT OF INTERSECTION OF SAID DEED LINE; THENCE RUN SOUTH 87 DEGREES 37 MINUTES 52 SECONDS EAST ALONG THE SOUTH LINE OF AFORESAID LESS AND EXCEPTED DEED LINE A DISTANCE OF 325.00 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST 50 FEET OF SAID LOT 3, BLOCK E; AS HAVING BEEN LESS AND EXCEPTED PER OFFICIAL RECORDS BOOK 446, PAGE 50 AS RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTH 02 DEGREES 47 MINUTES 47 SECONDS WEST ALONG THE WEST LINE OF SAID LESS AND EXCEPTED DEED LINE A DISTANCE OF 182.00 FEET; THENCE DEPARTING SAID WEST DEED LINE RUN NORTH 87 DEGREES 37 MINUTES 52 SECONDS WEST A DISTANCE OF 228.42 FEET; THENCE RUN SOUTH 02 DEGREES 46 MINUTES 40 SECONDS WEST A DISTANCE OF 73.00 FEET; THENCE RUN NORTH 87 DEGREES 37 MINUTES 52 SECONDS WEST A DISTANCE OF 127.00 FEET; THENCE RUN NORTH 02 DEGREES 46 MINUTES 40 SECONDS EAST A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING. (SAID PARCEL CONTAINING 1.71 ACRES MORE OR LESS)

Recorded in Public Records 2/14/2017 10:36 AM OR Book 7666 Page 1121,
Instrument #2017010808, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording $27.00 Deed Stamps $679.00

27

Prepared by and return to:
Deedra L. Lamy
Emerald Coast Title, Inc.
811 N. Spring Street
Pensacola, FL 32501
850-434-3223
File Number: 16-12497

[Space Above This Line For Recording Data]

Personal Representative's Deed

This Personal Representative's Deed made this 6th day of February, 2017 between Sharron Y. Warehime, Personal Representative of The Estate of Neil George Prather whose post office address is 1803 Oak Street, Selma, CA 93662, grantor, and Steven J. Buttrick and Carrin Buttrick, husband and wife whose post office address is 164 South Highway 97, Cantonment, FL 32533, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantees heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to-wit:

Lots 3 and 6, Block E, Pensacola Highlands, according to the map or plat thereof recorded in Deed Book 102, Page 178, of the Public Records of Escambia County, Florida. LESS & EXCEPT The East 50 feet of Lots 3 and 6, Block E, Pensacola Highlands, according to the map or plat thereof recorded in Deed Book 102, Page 178, of the Public Records of Escambia County, Florida. (DB 446, Page 50) ALSO LESS & EXCEPT Begin at the Northwest corner of Lot 3, Block E of Pensacola Highlands, Subdivision in Sections 9 and 17, Township 1 North, Range 31 West, thence run South along the West line of said Lot 3 a distance of 241 feet to a point; thence run East and parallel to the North line of said Lot 3 a distance of 126 feet to a point; thence run North and parallel to the West line of said Lot 3 a distance of 241 feet to a point; thence run West parallel to the North line of said Lot 3 to the Point of Beginning; lying and being in Escambia County, Florida. (DB 517, Page 667) ALSO LESS & EXCEPT Begin at the Northwest corner of Lot 3, Block E, Pensacola Highlands Subdivision, of Section 9 and 17, Township 1 North, Range 31 West, Escambia County, Florida; thence East 126 feet for a point of beginning; continue along same line 100 feet; thence South 200 feet; thence West 100 feet; thence North 200 feet to the Point of Beginning, lying and being in Section 9 and 17, Township 1 North, Range 31 West, Escambia County, Florida. (OR 2081, Page 106) ALSO LESS & EXCEPT The North 20.00 feet of the East 375.00 feet of the following described property: Lots 3, Block E, Pensacola Highlands, according to the map or plat thereof recorded in Deed Book 102, Page 178, of the Public Records of Escambia County, Florida, less and except the East 50.00 feet. (OR 6497, Page 1117)

Parcel Identification Number: 091N311000030005

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

DoubleTimee

And the grantor hereby covenants with said grantee that the grantor has good right and lawful authority to sell and convey said land; that the grantor warrants the title to said land for any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through, or under Grantor.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

The Estate of Neil George Prather

By: Sharron Y. Warehime, PR
Sharron Y. Warehime, Personal Representative

Hailey Bruce
Witness Name: Hailey Bruce

Rachel Helm
Witness Name: Rachel Helm

State of California
County of Fresno

The foregoing instrument was acknowledged before me this 6th day of February, 2017 by Sharron Y. Warehime, Personal Representative of The Estate of Neil George Prather. She [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

HAILEY BRUCE
Commission # 2019418
Notary Public - California
Fresno County
My Comm. Expires Apr 12, 2017

Hailey Bruce
Notary Public

Printed Name: Hailey Bruce

My Commission Expires: April 12, 2017

Abutting Roadway Maintenance

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ATTENTION: Pursuant to Escambia County Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to Buyers whether abutting roadways will be maintained by Escambia County, and if not what person or entity will be responsible for maintenance The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V. requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of th public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: 149 Highway 97 South, Cantonment, FL 32533

THE COUNTY (x) HAS ACCEPTED ( ) HAS NOT ACCEPTED THE ABUTTING ROADWAY FOR MAINTENANCE.

If not, it will be the responsibility of _____ to maintain, repair and improve the road.

This form completed by:
Michael D. Tidwell, Attorney
811 North Spring Street
Pensacola, Florida 32501

Sharron Y. Warehime, PR Date 2-6-17
Sharron Y. Warehime, Personal Representative of The Estate of Neil George Prather

STATE OF California
COUNTY OF Fresno

The foregoing instrument was acknowledged before me this 6th day of February, 2017 by Sharron Y. Warehime, Personal Representative of The Estate of Neil George Prather who has produced a driver's license as identification.

Hailey Bruce
Notary Public

HAILEY BRUCE
Commission # 2019418
Notary Public - California
Fresno County
My Comm. Expires Apr 12, 2017

_____ Date _____
Steven J. Buttrick

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of February, 2017 by Steven J. Buttrick, a married man who has produced a driver' s license as identification.

_____
Notary Public

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Division Manager**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

THRU: **David Forte, Division Manager**
Transportation & Traffic Operations Division

DATE: **January 4, 2019**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2019-01**

TTO Staff has reviewed the Rezoning Case (Z)-2019-01 149 Highway 97 South, agenda item for the Planning Board meeting scheduled for January 8, 2019 Please see the below comments.

Currently, this section of Highway 97 South is a two-lane undivided facility with paved shoulders open drainage ditches. The approximate pavement width in front of the property is 34 feet. Right of Way is 100 feet. The posted speed is 45 MPH.

Currently, there are no on-going or programmed projects on Highway 97 South showing in the County's Capital Improvement Program (CIP). There are construction projects occurring on nearby Muscogee Road.

Per the TPO's Congestion Management Process Plan, Highway 97 is classified as a minor arterial with an allowable daily vehicular capacity of 8,400 (LOS C) and a year 2017 daily volume of 2,800 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 Jones, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director
Juan Lemos, CFM, Development Services Department

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: 1.8.19

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2019-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

X In Favor _____ Against

*Name: Jay Fraiser, Esq. (McDonald Fleming Moorhead)

*Address: 682 Tanglewood Drive *City, State, Zip: Pensacola, FL 32503

Email Address: jafraiser@mmatpensacolalaw.com Phone: 404.372.8933

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign ☒ Filing

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☒ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1/8/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2019-01

✓ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Cole Bracey

*Address: 165 Big Star Dr. *City, State, Zip: Thomasville, Ga 31792

Email Address: cbracey93@gmail.com Phone: 229-977-7147

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-8-2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

OR

Regular Planning Board Meeting

Agenda Item Number/Description: Z-2019-01

✓ In Favor _____ Against

*Name: Josh C. Womack

*Address: 504 Greenberry St. *City, State, Zip: Cantonment

Email Address: jWomackTC@gmail.com Phone: 850 393-9870

How did you hear about the rezoning case: ☐ Mail ☑ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Jan 8-2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2019-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

__V__ In Favor _____ Against

*Name: Larry Davis Jr.

*Address: _____ *City, State, Zip: _____

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1/8/19

Rezoning Quasi-Judicial Hearing

Rezoning Case #: Z-2019-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: Michael Bearden

*Address: 1716 Chanticleer G *City, State, Zip: 32507

Email Address: mpbear47@gmail.com Phone: 360 525 0086

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

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-15571 **Growth Management Report 12. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 02/07/2019
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 January 8, 2019, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2018-17 and Z-2019-01 were heard by the Planning Board on January 8, 2019. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This proposed Ordinance was prepared by the Development Services Department in coordination with the County Attorney's Office, and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

ORDINANCE NUMBER 2019-_____

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-2018-17**
Address:	8891 Burning Tree Road
Property Reference No.:	06-1S-30-1000-000-024 (sections of)
Property Size:	3.52 and 7.56 (+/-) acres
	Northern Portion:
From:	Rec, Recreation district (du density limited to vested development)
To:	MDR, Medium Density Residential district (10 du/acre)
	Southern Portion:
From:	Rec, Recreation district (du density limited to vested development)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban

Case No.:	**Z-2019-01**
Address:	149 Highway 97 S
Property Reference No.:	09-1N-31-1000-030-005 (portion of)
Property Size:	1.66 (+/-) acres
From:	LDR, Low Density Residential district (seven du/acre)
To:	Com, Commercial district (25 du/acre)

DRAFT

Section 2. Severability.

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

Section 3. Inclusion in Code.

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

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, 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-15572 **Growth Management Report 12. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 02/07/2019
Issue: 5:46 p.m. - A Public Hearing Concerning the Review of the 2018-2022 Update to the Five-Year Capital Improvements
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Adopting the 2018-2022 Update to the Five-Year Schedule of Capital Improvements

That the Board of County Commissioners (BCC) review and adopt an Ordinance adopting the Five-Year Schedule of Capital Improvements, pursuant to Section 163.3177(3)(b), Florida Statutes, and Objective CIE 1.2, Escambia County Comprehensive Plan: 2030.

BACKGROUND:
The purpose of this ordinance is to fulfill the requirements of Section 163.3177(3)(b), Florida Statutes and Objective CIE 1.2, Five-Year Schedule, Escambia County Comprehensive Plan 2030 by adopting the 2018-2022 update to the Five-Year Schedule of Capital Improvements.

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:

Pursuant to Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, due to the frequency of the updates to the Five-Year Schedule of Capital Improvements, this ordinance shall not be codified, but shall be recorded in a book kept for that purpose and maintained by the Clerk of the Board of the County Commissioners, in accordance with Section 125.68, Florida Statutes.

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
Annual Report - Exhibit A
FL-AL TPO TIP - Exhibit B
School District Work Plan - Exhibit C

ORDINANCE NUMBER 2019-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING THE 2018-2022 UPDATE TO THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR INCORPORATION INTO PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR RECORDING OF AN UNCODIFIED ORDINANCE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 163.3177(3)(b), Florida Statutes, and Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, the county is required to annually review and update its Five-Year Schedule of Capital Improvements; and

WHEREAS, the aforementioned provisions of Florida Statutes and the Escambia County Comprehensive Plan provide that modifications to update the Five-Year Schedule of Capital Improvements may be accomplished by ordinance, and may not be deemed amendments to the Comprehensive Plan; and

WHEREAS, pursuant to Section 125.68(1)(b), Florida Statutes, the Board of County Commissioners has determined that due to the frequency of the updates codification and publication of the updates is not reasonable, and,

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this ordinance and incorporation of the 2018-2022 Update to the Five-Year Schedule of Capital Improvements into the Escambia County Comprehensive Plan: 2030 is consistent with the intent of Objective CIE 1.2 of the Comprehensive Plan and is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose

The purpose of this ordinance is to fulfill the requirements of Section 163.3177(3)(b), Florida Statutes and Objective CIE 1.2, Five-Year Schedule, Escambia County Comprehensive Plan: 2030 by adopting the 2018-2022 update to the Five-Year Schedule of Capital Improvements.

Section 2. Schedule of Capital Improvements

The 2018-2022 update to the Five-Year Schedule of Capital Improvements, attached as Exhibit A, is hereby adopted, in accordance with guidance in Comprehensive Plan Objective CIE 1.2, Five-Year Schedule.

Section 3. Supporting Documents

A significant portion of the 2018-2022 update to the Five-Year Schedule of Capital Improvements includes information provided in the following documents, which are incorporated herein by reference:

The Florida–Alabama Transportation Planning Organization Fiscal-Years 2019-2023 Transportation Improvements Program (TIP), attached as Exhibit B.

The Escambia County School District Facility Work Plan, attached as Exhibit C.

Section 4. Severability

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

Section 5. Recording

Pursuant to Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, due to the frequency of the updates to the Five-Year Schedule of Capital Improvements, this ordinance shall not be codified, but shall be recorded in a book kept for that purpose and maintained by the Clerk of the Board of the County Commissioners, in accordance with Section 125.68, Florida Statutes.

INTENTIONALLY LEFT BLANK

Section 6. Effective Date

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

DONE AND ENACTED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

ORDINANCE NUMBER 2019-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING THE 2018-2022 UPDATE TO THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR INCORPORATION INTO PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR RECORDING OF AN UNCODIFIED ORDINANCE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 163.3177(3)(b), Florida Statutes, and Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, the county is required to annually review and update its Five-Year Schedule of Capital Improvements; and

WHEREAS, the aforementioned provisions of Florida Statutes and the Escambia County Comprehensive Plan provide that modifications to update the Five-Year Schedule of Capital Improvements may be accomplished by ordinance, and may not be deemed amendments to the Comprehensive Plan; and

WHEREAS, pursuant to Section 125.68(1)(b), Florida Statutes, the Board of County Commissioners has determined that due to the frequency of the updates codification and publication of the updates is not reasonable, and,

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this ordinance and incorporation of the 2018-2022 Update to the Five-Year Schedule of Capital Improvements into the Escambia County Comprehensive Plan: 2030 is consistent with the intent of Objective CIE 1.2 of the Comprehensive Plan and is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose

The purpose of this ordinance is to fulfill the requirements of Section 163.3177(3)(b), Florida Statutes and Objective CIE 1.2, Five-Year Schedule, Escambia County Comprehensive Plan: 2030 by adopting the 2018-2022 update to the Five-Year Schedule of Capital Improvements.

Section 2. Schedule of Capital Improvements

The 2018-2022 update to the Five-Year Schedule of Capital Improvements, attached as Exhibit A, is hereby adopted, in accordance with guidance in Comprehensive Plan Objective CIE 1.2, Five-Year Schedule.

Section 3. Supporting Documents

A significant portion of the 2018-2022 update to the Five-Year Schedule of Capital Improvements includes information provided in the following documents, which are incorporated herein by reference:

The Florida–Alabama Transportation Planning Organization Fiscal-Years 2019-2023 Transportation Improvements Program (TIP), attached as Exhibit B.

The Escambia County School District Facility Work Plan, attached as Exhibit C.

Section 4. Severability

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

Section 5. Recording

Pursuant to Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, due to the frequency of the updates to the Five-Year Schedule of Capital Improvements, this ordinance shall not be codified, but shall be recorded in a book kept for that purpose and maintained by the Clerk of the Board of the County Commissioners, in accordance with Section 125.68, Florida Statutes.

INTENTIONALLY LEFT BLANK

Section 6. Effective Date

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

DONE AND ENACTED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

EXHIBIT A

2018-2022
UPDATE TO THE FIVE-YEAR CAPITAL IMPROVEMENTS PROGRAM SCHEDULE

INDEX

DEPARTMENT	LOCATION
Cover page	Page 1
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Overview	Pages 3-4
Office of Management & Budget	Pages 5-13
Parks & Recreation	Pages 14-18
Solid Waste	Pages 19-20
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Traffic & Transportation	Pages 25-28
Mass Transit	Pages 29-37

The Five-Year Schedule of Capital Improvements
Overview

Policies within the Comprehensive Plan require that the County maintain a Five-Year Schedule of Capital Improvements, and to use the information provided within the Schedule as the specific guide that the County will use to determine the construction of capital facilities and the maintenance of LOS standards. Modifications to update the Five-Year Schedule of Capital Improvements may be accomplished by ordinance and may not be deemed amendments to the Comprehensive Plan. Due to the frequency of the updates, these ordinances shall not be codified but shall be recorded in a book kept for that purpose and maintained by the clerk of the Board of County Commissioners in accordance with Section 125.68, Florida Statutes.

Project Prioritization. Escambia County will evaluate and rank capital improvement projects in the Five-Year Schedule of Capital Improvements by using the following criteria to prioritize:
a. The elimination of future public hazards to preserve the health, safety, and welfare of the public;
b. The elimination of any existing capacity or LOS deficits;
c. The impact on the annual operating budget and Capital Improvements Program (CIP) of Escambia County;
d. Locational needs based on projected growth patterns;
e. The accommodation of new development and redevelopment facility demands; and
f. Plans of the NWFWMD, Escambia County School Board, FDOT, and other state agencies or entities that provide public facilities within the jurisdiction of Escambia County.

Funding Prioritization. Escambia County will prioritize funding for capital improvements in a manner that generally assigns priority to the renewal and replacement of obsolete or worn-out facilities, assigns second priority to correcting existing deficiencies in public facilities, and assigns third priority to facilities necessary to accommodate desired future growth. Nothing in this policy will preclude Escambia County from increasing or rearranging the priority of any capital improvement project so that cost savings may be realized or LOS standards may be met.

Incorporation of School Board's 5-Year District Facilities Work Plan. The County hereby incorporates by reference the Escambia County School District current Work Plan for the 5-Year District Facilities Work Program approved by the School Board of Escambia County. The Work Plan includes school capacity sufficient to meet anticipated student demands projected by the County and municipalities in consultation with the School Board's projections of student enrollment, based on the adopted level of service standards for public schools.

Incorporation of Florida-Alabama Transportation Planning Organization 5-Year Transportation Improvement Program. The County incorporates, by reference, the Florida-Alabama Transportation Planning Organization (TPO), Transportation Improvement Program (TIP). The TIP provides a project listing that reflects the needs and desires of the TPO Study

Area. The TIP is a 5-Year plan for transportation improvements within the TPO Study Area that contains information about the type of work to be completed, project phasing, estimated costs, and funding sources. The TIP is developed by the FL-AL TPO in cooperation with the Florida Department of Transportation (FDOT), the Alabama Department of Transportation (ALDOT), and the respective local governments within the TPO region.

2018-2022

Annual Update to the Five-Year

Schedule of Capital

Improvements

Office of Management & Budget Documentation

Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program

	Description	Adopted Total 2018/19	2019/20	2020/21	2021/22	2022/23	2023/24
Fund:	**GENERAL FUND**						
	Executive Support						
001	1 - Replacement Laptop Computer	2,400	0	0	0	0	0
	Extension Services - Administration						
001	3 - Replacement Computers	4,500	0	0	0	0	0
	Information Resources - Telecommunications						
001	Scheduled Replacements (Computers, Servers and other Equipment)	27,500	0	0	0	0	0
	Total General Fund	**34,400**	**0**	**0**	**0**	**0**	**0**
Fund:	**ESCAMBIA COUNTY RESTRICTED FUND**						
	National Pollutant Discharge Grant (NPDES)						
101	Replacement Multiparameter field meter, replacement of quanta tray sealer required for IDEXX method (bacteria analysis)	2,550	0	0	0	0	0
	Total Escambia County Restricted Fund	**2,550**	**0**	**0**	**0**	**0**	**0**
Fund:	**CODE ENFORCEMENT FUND**						
	ENVIROMENTAL CODE ENFORCEMENT						
103	4 - Replacement Hand-held Radios	8,800	0	0	0	0	0
	Total Code Enforcement Fund	**8,800**	**0**	**0**	**0**	**0**	**0**
Fund:	**OTHER GRANTS & PROJECTS FUND**						
	Vessel Registration Fees/ Florida Boating Improvement						
110	Installation of new Waterway Signage; Boat Ramp Construction - Perdido Bay Boat Ramp (Match for Grant)	58,000	0	0	0	0	0
	DCA/Civil Defense Grant						
110	Replacement Computers and portion of Training room Projectors	8,082	0	0	0	0	0
	EMP Federal Grant						
110	LED Message Board and Media Room Camera system	23,241	0	0	0	0	0
	Total Other Grants & Projects Fund	**89,323**	**0**	**0**	**0**	**0**	**0**
Fund:	**LIBRARY FUND**						
	Library Operations						
113	Books, Publications and Library Materials	500,000	0	0	0	0	0
	Library Information Systems						
113	5 - Replacement Computers and dhop server for Library e-directory	12,356	0	0	0	0	0
	Total Library Fund	**512,356**	**0**	**0**	**0**	**0**	**0**
Fund:	**ARTICLE V FUND**						
	State Attorney - Escambia County (Circuit Criminal)						
115	Replacements for Server and Copier/Scanner/Printer	15,000	0	0	0	0	0
	State Attorney - Santa Rosa Technology						
115	Replacements for File server and copier	15,000	0	0	0	0	0
	State Attorney - Okaloosa Technology						
115	Replace 2 - copiers and a file server	25,000	0	0	0	0	0
	State Attorney - Walton Technology						
115	Replacements for File server and copier	15,000	0	0	0	0	0
	Public Defender - Administration						
115	Replacements of NAS for VM Server and APC/UPS Battery backup	3,800	0	0	0	0	0
	Public Defender - Santa Rosa Technology						
115	Backup NAS for VM Server	2,500	0	0	0	0	0
	Public Defender - Okaloosa Technology						
115	Backup NAS for VM Server	2,500	0	0	0	0	0

Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program

	Description	Adopted Total 2018/19	2019/20	2020/21	2021/22	2022/23	2023/24
	Public Defender - Walden Technology						
115	Backup NAS for VM Server	2,500	0	0	0	0	0
	Court Administration - Santa Rosa Technology						
115	SmartBench Server, Cisco Switch, Firewall, KVM console, UPS, SAN, Server Rack, and AC Unit	123,500	0	0	0	0	0
	Court Administration - Okaloosa Technology						
115	SmartBench Server, Cisco Switch, Firewall, KVM console, UPS, SAN and Server Rack	110,500	0	0	0	0	0
	Total Article V Fund	**315,300**	**0**	**0**	**0**	**0**	**0**
Fund:	**CDBG ENTITLEMENT FUND**						
	CDBG 2014 ADMINISTRATION/PLANNING						
129	1 - Computer for Housing Program Manager	1,453	0	0	0	0	0
	CDBG 2015 OTHER ACTIVITIES						
129	County ADA Improvements to Old Courthouse 2nd Floor Bathroom	66,575	0	0	0	0	0
	Total CDBG Entitlement Fund	**68,028**	**0**	**0**	**0**	**0**	**0**
Fund:	**FIRE PROTECTION FUND**						
	FIRE DEPARTMENT PAID						
143	3 - Replacement Laptop Computers	4,050	0	0	0	0	0
	Total Fire Protection Fund	**4,050**	**0**	**0**	**0**	**0**	**0**
Fund:	**COMMUNITY REDEVELPOMENT FUND**						
	Community Redevelopment Brownsville						
151	Brownsville Gateway Park improvements and Lee/Avery St Sidewalks	170,000	0	0	0	0	0
	Community Redevelopment Warrington						
151	Beach Haven sidewalks, Marie Ella Davis Park Amenities, Gateway Signs, and Beach Haven sewer	541,205	0	0	0	0	0
	Community Redevelopment Palafox						
151	Title Searches and Acquisition for blight project (Diego & Erress), Sidewalk Projects (Erress Blvd & Guillemard)	392,000	0	0	0	0	0
	Community Redevelopment Barrancas						
151	Barrancas landscape/median Project & signage	250,000	0	0	0	0	0
	Community Redevelopment Englewood						
151	Gateway sign replacement	20,000	0	0	0	0	0
	Community Redevelopment CANTONMENT						
151	Webb Street Sidewalk Project	37,917	0	0	0	0	0
	Community Redevelopment ENSLEY						
151	Gateway signs, beautification/ landscape project phase 1	88,986	0	0	0	0	0
	Community Redevelopment ATWOOD						
151	Gateway Sign	20,000	0	0	0	0	0
	Community Redevelopment OAKFIELD						
151	Gateway signs, beautification/ landscape project Oakfield Park amenities	47,050	0	0	0	0	0
	Total Community Redevelopment Fund	**1,567,158**	**0**	**0**	**0**	**0**	**0**
Fund:	**DRAINAGE BASIN FUND**						
	ENGINEERING						
181	Drainage Projects	92,248	0	0	0	0	0
	Total Drainage Basin Fund	**92,248**	**0**	**0**	**0**	**0**	**0**

Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program

	Description	Adopted Total 2018/19	2019/20	2020/21	2021/22	2022/23	2023/24
Fund:	**LOCAL OPTION SALES TAX IV FUND**						
	PUBLIC FACILITIES & PROJECTS						
353	Supervisor Of Elections - Precinct Election Management System	1,800,000	0	0	0	0	3,566,773
353	Board of County Commissioners - County Signalization	0	0	0	0	0	1,000,000
353	Board of County Commissioners - Discretionary	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000
353	New Jail/Debt Service	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000
	PARKS & RECREATION						
353	Equestrian Center Development & Maintenance	190,000	0	0	0	0	0
353	Countywide Park Maintenance	600,000	600,000	600,000	600,000	600,000	600,000
353	County Park Development and Enhancements	1,296,891	1,296,891	1,296,891	1,296,891	1,296,891	1,296,891
353	County Operated Event Facilities Management	600,000	600,000	600,000	600,000	600,000	600,000
353	County Park ADA requirements and Special Needs Projects	400,000	200,000	200,000	200,000	200,000	200,000
	NEIGHBORHOOD & HUMAN SERVICES						
353	Afterschool Programs	19,000	19,000	19,000	19,000	19,000	19,000
353	Youth Summer Camps	50,200	50,200	50,200	50,200	50,200	50,200
353	Operating Supplies for Afterschool & Youth Programs	10,500	10,500	10,500	10,500	10,500	10,500
353	Project Coordinator	58,610	60,368	62,179	64,044	65,965	67,943
353	Blighted Area reduction	0	0	0	0	2,000,000	0
353	Dirt Road Paving / CRAs	0	0	0	0	0	1,737,665
353	2 P/T Community Center Workers	39,966	41,164	42,398	45,270	46,628	48,026
	DRAINAGE						
353	Projects	5,290,000	5,970,000	3,000,000	4,900,000	4,840,000	4,000,000
	TRANSPORTATION						
353	Projects - Design / Construction	5,396,000	13,052,242	12,463,944	13,044,706	5,727,814	7,174,930
	PUBLIC WORKS / RESURFACING						
353	Projects - Resurfacing	5,338,562	5,372,091	5,044,026	5,716,491	5,279,679	5,384,864
	NATURAL RESOURCES						
353	Southwest Greenway - Trail/Boardwalk Rehabilitation	25,000	25,000	25,000	25,000	25,000	25,000
353	Southwest Greenway - Land Acquisition/Trail Construction West of Fairfield	50,000	175,000	50,000	0	0	0
353	Southwest Greenway - ADA Accessible Trails/Boardwalks	200,000	0	200,000	0	200,000	0
353	Replace Equipment As Required	50,000	25,000	50,000	25,000	50,000	25,000
353	Stream/Floodplain Restoration	0	0	0	0	500,000	0
353	Fire Prevention Equipment	0	80,000	0	0	0	0
353	Water Quality Improvement	0	500,000	0	0	500,000	1,000,000
353	NPDES Permit Monitoring Requirements	50,000	0	0	0	0	0
	ECONOMIC DEVELOPMENT						
353	Navy Federal	500,000	500,000	500,000	500,000	500,000	500,000
353	PEDC/ Foundations for the Future	550,000	550,000	550,000	550,000	550,000	550,000
353	Gulf Coast African-American Chamber of Commerce	60,000	0	0	0	0	0
353	Century Chamber of Commerce	55,000	0	0	0	0	0
353	Junior Achievement	20,000	0	0	0	0	0
353	School Readiness Coalition	238,875	0	0	0	0	0
353	Escambia County Summer Work Program	240,000	0	0	0	0	0
	JUDICIAL CAPITAL IMPROVEMENTS						
353	Replace carpet in numerous courtrooms & 2nd floor Clerks	650,000	0	0	0	0	0
353	Courtroom Video Enhancements & Audio Replacement	0	300,000	300,000	200,000	200,000	200,000
353	Upgrade DVRs at the MCB	0	0	40,000	0	0	0
353	Safety Lighting	50,000	0	0	0	0	0
353	Jury and Audience Affixed Seating	150,000	0	0	0	0	0
353	Public Defender Work Area	40,000	0	0	0	0	0
353	Primary Entrance Renovation	400,000	0	0	0	0	0
353	Court Function operations	551,519	0	0	0	0	0
	DETENTION						
353	Main Jail Upgrades - Interim Jail Issues	0	0	3,000,000	6,518,733	0	0
	PUBLIC SAFETY / FIRE						
353	Emergency Communications Radio System Upgrades	0	2,175,000	0	0	0	0
353	Emergency Communications Radio Tower	1,100,000	1,000,000	0	1,000,000	0	0
353	EOC Appurtenances/ Building	0	600,000	0	0	0	300,000
353	EMS Buildings	0	1,000,000	0	0	0	0
353	EMS Ambulances/ Staff Vehicles	250,000	500,000	500,000	500,000	2,550,000	500,000
353	Public Safety Building	0	0	2,912,891	0	0	0

Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program

	Description	Adopted Total 2018/19	2019/20	2020/21	2021/22	2022/23	2023/24
353	Water Safety Vehicles	60,000	60,000	60,000	60,000	60,000	60,000
353	Water Safety Life Guard Stand	0	100,000	100,000	100,000	0	0
353	Fire Department Buildings	3,095,524	0	1,500,000	0	0	3,100,000
353	Fire Department Training Facilities	0	2,000,000	0	0	0	0
353	Fire Apparatus/ Staff Vehicles	1,500,000	0	1,000,000	0	0	1,000,000
	SHERIFF'S CAPITAL PROJECTS						
353	Sheriff Facilities, Firing Range and Vehicle Replacements	7,088,167	4,888,167	4,888,167	4,888,167	4,888,167	4,888,167
	LOST IV Project Reserve Adjustments						
353	Less Reserve Allocations	(9,852,488)	0	0	0	0	0
	Total Local Option Sales Tax IV Fund	**36,411,326**	**49,950,623**	**47,265,196**	**49,114,002**	**38,959,844**	**46,104,959**
Fund:	**SOLID WASTE FUND**						
	Administration						
401	Replacements for Laptop Computer, Refrigerator, and Laser Jet Printer	6,175	0	0	0	0	0
	Environmental Quality						
401	Replacement Portable Gas Extraction & new Water Quality meter	21,967	0	0	0	0	0
	Recycling						
401	1 - Household hazardous waste (HHW) trailer	15,000	0	0	0	0	0
	Transfer Station						
401	Replacement shelter, Replacement of 8-Yd High Tip Loader, 1 - Walking Floor Trailer; 1 - Back-up Pump for Lift Station	585,000	0	0	0	0	0
	SWM Operations						
401	Rebuild Dozer, Replacement Vehicles, Purchase of Point of Sale Credit Card System for Scalehouse	934,000	0	0	0	0	0
	Projects						
401	Land Fill Mining Phase 2 Design & Construction for 15 acres and Asphalt paving of Haul Road	5,512,500	0	0	0	0	0
	Total Solid Waste Fund	**7,074,642**	**0**	**0**	**0**	**0**	**0**
Fund:	**BUILDING INSPECTIONS FUND**						
	Building Section						
406	2 - Replacement Vehicles	43,000	0	0	0	0	0
	Plans Review						
406	3 - Replacement Computers	5,400	0	0	0	0	0
	Total Building Inspections Fund	**48,400**	**0**	**0**	**0**	**0**	**0**
Fund:	**BAY CENTER FUND**						
	Civic Center-Capital						
409	Pensacola Bay Center Capital Improvements	400,000	0	0	0	0	0
	Total Bay Center Fund	**400,000**	**0**	**0**	**0**	**0**	**0**
	GRAND TOTAL:	**46,628,581**	**49,950,623**	**47,265,196**	**49,114,002**	**38,959,844**	**46,104,959**

Escambia County Government
Office of Management & Budget
Adopted Capital Project Request FY18/19
& Five Year Operating Costs
(ROUTINE)

	Description	Adopted Total 2018/19	Five-Year Operating Projection 2019/20	2020/21	2021/22	2022/23	2023/24
Fund:	**GENERAL FUND**						
	Executive Support						
001	1 - Replacement Laptop Computer	2,400	0	0	0	0	0
	Extension Services - Administration						
001	3 - Replacement Computers	4,500	0	0	0	0	0
	Information Resources - Telecommunications						
001	Scheduled Replacements (Computers, Servers and other Equipment)	27,500	1,000	1,000	1,000	1,250	1,250
	Total General Fund	**34,400**	**1,000**	**1,000**	**1,000**	**1,250**	**1,250**
Fund:	**ESCAMBIA COUNTY RESTRICTED FUND**						
	National Pollutant Discharge Grant (NPDES)						
101	Replacement Multiparameter field meter, replacement of quanta tray sealer required for IDEXX method (bacteria analysis)	2,550	100	125	125	150	150
	Total Escambia County Restricted Fund	**2,550**	**100**	**125**	**125**	**150**	**150**
Fund:	**CODE ENFORCEMENT FUND**						
	ENVIROMENTAL CODE ENFORCEMENT						
103	4 - Replacement Hand-held Radios	8,800	225	225	200	285	275
	Total Code Enforcement Fund	**8,800**	**225**	**225**	**200**	**285**	**275**
Fund:	**OTHER GRANTS & PROJECTS FUND**						
	Vessel Registration Fees/ Florida Boating Improvement						
110	Installation of new Waterway Signage; Boat Ramp Construction - Perdido Bay Boat Ramp (Match for Grant)	58,000	150	150	150	200	200
	DCA/Civil Defense Grant						
110	Replacement Computers and portion of Training room Projectors	8,082	0	0	0	0	0
	EMP Federal Grant						
110	LED Message Board and Media Room Camera system	23,241	250	250	250	275	275
	Total Other Grants & Projects Fund	**89,323**	**400**	**400**	**400**	**475**	**475**
Fund:	**LIBRARY FUND**						
	Library Operations						
113	Books, Publications and Library Materials	500,000	0	0	0	0	0
	Library Information Systems						
113	5 - Replacement Computers and dhop server for Library e-directory	12,356	1,250	1,200	1,250	1,300	1,300
	Total Library Fund	**512,356**	**1,250**	**1,200**	**1,250**	**1,300**	**1,300**
Fund:	**ARTICLE V FUND**						
	State Attorney - Escambia County (Circuit Criminal)						
115	Replacements for Server and Copier/Scanner/Printer	15,000	1,100	1,100	1,125	1,150	1,200
	State Attorney - Santa Rosa Technology						
115	Replacements for File server and copier	15,000	1,100	1,100	1,125	1,150	1,200
	State Attorney - Okaloosa Technology						
115	Replace 2 - copiers and a file server	25,000	1,100	1,100	1,125	1,150	1,200
	State Attorney - Walton Technology						
115	Replacements for File server and copier	15,000	1,100	1,100	1,125	1,150	1,200
	Public Defender - Administration						
115	Replacements of NAS for VM Server and APC/UPS Battery backup	3,800	125	125	150	150	175
	Public Defender - Santa Rosa Technology						
115	Backup NAS for VM Server	2,500	125	125	150	150	175
	Public Defender - Okaloosa Technology						
115	Backup NAS for VM Server	2,500	125	125	150	150	175
	Public Defender - Walden Technology						
115	Backup NAS for VM Server	2,500	125	125	150	150	175

Escambia County Government
Office of Management & Budget
Adopted Capital Project Request FY18/19
& Five Year Operating Costs
(ROUTINE)

	Description	Adopted Total 2018/19	Five-Year Operating Projection 2019/20	2020/21	2021/22	2022/23	2023/24
	Court Administration - Santa Rosa Technology						
115	SmartBench Server, Cisco Switch, Firewall, KVM console, UPS, SAN, Server Rack, and AC Unit	123,500	2,000	2,000	2,500	2,550	2,600
	Court Administration - Okaloosa Technology						
115	SmartBench Server, Cisco Switch, Firewall, KVM console, UPS, SAN and Server Rack	110,500	2,000	2,000	2,500	2,550	2,600
	Total Article V Fund	**315,300**	**8,900**	**8,900**	**10,100**	**10,300**	**10,700**
Fund:	**CDBG ENTITLEMENT FUND**						
	CDBG 2014 ADMINISTRATION/PLANNING						
129	1 - Computer for Housing Program Manager	1,453	0	0	0	0	0
	CDBG 2015 OTHER ACTIVITIES						
129	County ADA Improvements to Old Courthouse 2nd Floor Bathroom	66,575	550	550	600	650	700
	Total CDBG Entitlement Fund	**68,028**	**550**	**550**	**600**	**650**	**700**
Fund:	**FIRE PROTECTION FUND**						
	FIRE DEPARTMENT PAID						
143	3 - Replacement Laptop Computers	4,050	0	0	0	0	0
	Total Fire Protection Fund	**4,050**	**0**	**0**	**0**	**0**	**0**
Fund:	**COMMUNITY REDEVELPOMENT FUND**						
	Community Redevelopment Brownsville						
151	Brownsville Gateway Park improvements and Lee/Avery St Sidewalks	170,000	200	200	275	275	250
	Community Redevelopment Warrington						
151	Beach Haven sidewalks, Marie Ella Davis Park Amenities, Gateway Signs, and Beach Haven sewer	541,205	200	200	275	275	250
	Community Redevelopment Palafox						
151	Title Searches and Acquisition for blight project (Diego & Erress), Sidewalk Projects (Erress Blvd & Guillemard)	392,000	0	0	0	0	0
	Community Redevelopment Barrancas						
151	Barrancas landscape/median Project & signage	250,000	150	200	225	225	250
	Community Redevelopment Englewood						
151	Gateway sign replacement	20,000	0	0	0	0	0
	Community Redevelopment CANTONMENT						
151	Webb Street Sidewalk Project	37,917	0	0	0	0	0
	Community Redevelopment ENSLEY						
151	Gateway signs, beautification/ landscape project phase 1	88,986	200	200	225	225	250
	Community Redevelopment ATWOOD						
151	Gateway Sign	20,000	0	0	0	0	0
	Community Redevelopment OAKFIELD						
151	Gateway signs, beautification/ landscape project Oakfield Park amenities	47,050	200	200	225	225	250
	Total Community Redevelopment Fund	**1,567,158**	**950**	**1,000**	**1,225**	**1,225**	**1,250**
Fund:	**DRAINAGE BASIN FUND**						
	ENGINEERING						
181	Drainage Projects	92,248	0	0	0	0	0
	Total Drainage Basin Fund	**92,248**	**0**	**0**	**0**	**0**	**0**
Fund:	**LOCAL OPTION SALES TAX IV FUND**						
	PUBLIC FACILITIES & PROJECTS						
353	Supervisor Of Elections - Precinct Election Management System	1,800,000	0	0	0	0	0
	JUDICIAL CAPITAL IMPROVEMENTS						
353	Juror Audience seating, workroom conversation & cooling fan replacement, MC Bianchard building entry renovation and safety lighting	640,000	3,000	3,000	4,000	4,500	5,000

Escambia County Government
Office of Management & Budget
Adopted Capital Project Request FY18/19
& Five Year Operating Costs
(ROUTINE)

	Description	Adopted Total 2018/19	Five-Year Operating Projection 2019/20	2020/21	2021/22	2022/23	2023/24
	SHERIFF'S CAPITAL PROJECTS						
353	Sheriff Facilities, Firing Range and Vehicle Replacements	7,088,167	20,000	20,000	20,000	20,000	20,000
	Total Local Option Sales Tax IV Fund	**9,528,167**	**23,000**	**23,000**	**24,000**	**24,500**	**25,000**
Fund:	**SOLID WASTE FUND**						
	Administration						
401	Replacements for Laptop Computer, Refrigerator, and Laser Jet Printer	6,175	50	50	75	75	100
	Environmental Quality						
401	Replacement Portable Gas Extraction & new Water Quality meter	21,967	35	35	40	40	45
	Recycling						
401	1 - Household hazardous waste (HHW) trailer	15,000	100	100	100	150	150
	Transfer Station						
401	Replacement shelter, Replacement of 8-Yd High Tip Loader, 1 - Walking Floor Trailer; 1 - Back-up Pump for Lift Station	585,000	2,500	2,500	3,000	3,000	3,500
	SWM Operations						
401	Rebuild Dozer, Replacement Vehicles, Purchase of Point of Sale Credit Card System for Scalehouse	934,000	5,000	5,000	5,000	5,500	5,500
	Projects						
401	Land Fill Mining Phase 2 Design & Construction for 15 acres and Asphalt paving of Haul Road	5,512,500	50,000	50,000	50,000	50,000	50,000
	Total Solid Waste Fund	**7,074,642**	**57,685**	**57,685**	**58,215**	**58,765**	**59,295**
Fund:	**BUILDING INSPECTIONS FUND**						
	Building Section						
406	2 - Replacement Vehicles	43,000	2,000	2,000	2,000	2,500	2,500
	Plans Review						
406	3 - Replacement Computers	5,400	0	0	0	0	0
	Total Building Inspections Fund	**48,400**	**2,000**	**2,000**	**2,000**	**2,500**	**2,500**
Fund:	**BAY CENTER FUND**						
	Civic Center-Capital						
409	Pensacola Bay Center Capital Improvements	400,000	0	0	0	0	0
	Total Bay Center Fund	**400,000**	**0**	**0**	**0**	**0**	**0**
	GRAND TOTAL:	**19,745,422**	**96,060**	**96,085**	**99,115**	**101,400**	**102,895**

Escambia County Government
Office of Management & Budget
Adopted Capital Project Request FY 18/19
& Five Year Operating Cost
(NON-ROUTINE)

	Description	Adopted Total 2018/19	Five-Year Operating Projection 2019/20	2020/21	2021/22	2022/23	2023/24
FUND:	**LOCAL OPTION SALES TAX (LOST IV)**						
	Public Facilities & Projects						
353	**Jail Bond Debt Service**	**4,200,000**	**0**	**34,531,256**	**35,049,224**	**35,574,963**	**36,650,098**
	Completion Date: Projected completion date is First Quarter of 2020.						
	Annual Operating Costs: Costs are for personnel, operating expenses, medical expenses and jail commissary to meet state and federal standards.						
	Annual Operating Savings: Savings will be approximately $4 million when the new Jail/Facility opens, inmates currently housed in Walton County facilities will be brought back to Escambia County (costing approximately $50/day) amounting to a cost savings.						
	Description: The new jail complex is replacing an old jail that was destroyed due to flooding and a subsequent explosion to the structure leaving it beyond repair. Total projected cost $128 - $129 million						
353	**Reserves for Future Projects to be determined in FY18/19**	**21,631,640**	**0**	**0**	**0**	**0**	**0**
	Completion Date: Allocation of funds by 12/2018						
	Annual Operating Costs: No determination at this time. The Board of County Commissioners placed this amount in reserves pending future determination.						
	Annual Operating Savings: No determination at this time.						
	Description: At the Board of County Commissioners' June 14, 2018 and July 12, 2018 board meetings, the Commissioners place $21,631,640 in reserve pending the Board's decision on how the funds will be allocated and prioritized.						
353	**Transfer to Judiciary per Florida Statute Chapter 212**	**551,519**	**55,000**	**55,000**	**65,000**	**70,000**	**75,000**
	Completion Date: Funds will be allocated as needed to complete the tasks in a timely manner.						
	Annual Operating Costs: Equipment operations and purchases for maintaining computer and communications systems in support of the Judiciary.						
	Annual Operating Savings: There is no savings associated with this allocation.						
	Description: Local Option Sales Tax (LOST) funds as allowed by Florida Statues 212.055(2) are distributed as follows. These funds are for technology replacement and upgrades such as routers, repeaters and computers in support of the Judicial Court Administration and State Attorney operations.						
	Economic Development						
353	**Navy Federal Credit Union**	**500,000**	**0**	**0**	**0**	**0**	**0**
	Completion Date: Expected during Fiscal Year 2018/2019						
	Annual Operating Costs: There is no associated operating costs to the County.						
	Annual Operating Savings: There are no associated savings to the County.						
	Description: This is an economic incentive agreement payment to Navy Federal Credit Union to encourage future growth and employment There are more than 7,030 employees currently with Navy Federal with a goal of an additional 2,970 employees, totaling approximately 10,000.						
	Total Local Option Sales Tax IV Fund	**26,883,159**	**55,000**	**34,586,256**	**35,114,224**	**35,644,963**	**36,725,098**

2018-2022

Annual Update to the Five-Year Schedule of Capital Improvements

Parks & Recreation LOS Analysis

Report w/ Recreational Service District &

Park Location Map

Parks / Open Space LOS Analysis

Michael Rhodes, Department Director
Parks & Recreation

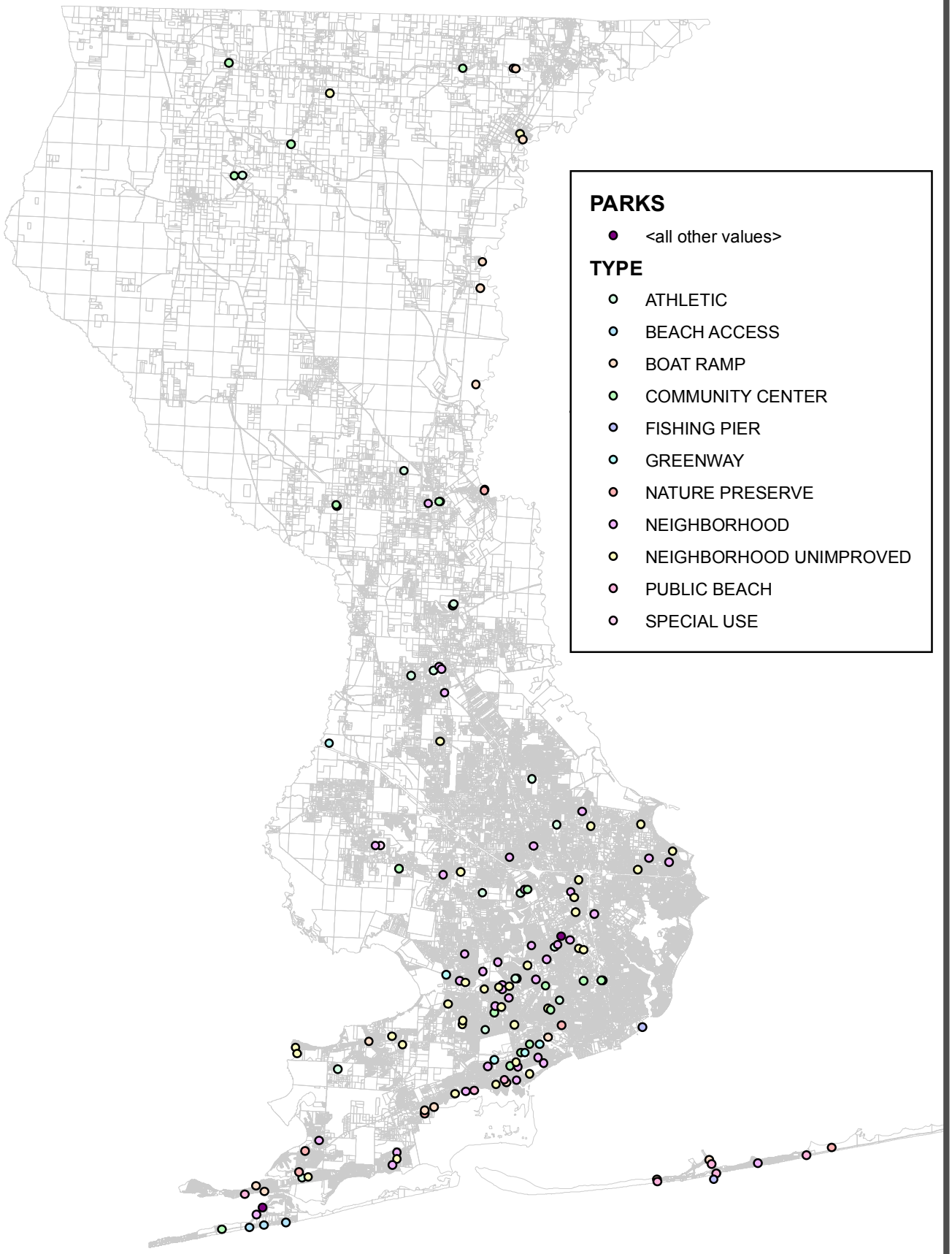
When reviewing the current park inventory, Escambia County meets and or exceeds the adopted LOS for parks and recreation. Escambia County has identified revised standards to include park categories, special use parks, and amenities for the development of future and existing park inventory.

The justification for including park development funding in the Capital Improvement Program is for the addition of park amenities, such as, playground structures, park shelters, walking tracks, sports fields, athletic courts, nature trails, along with open play spaces.

An updated park matrix is provided which includes individual park amenities, respective districts, classification of the respective park, and other pertinent details. This chart will be updated annually as park amenities are added or additional parks be added to the county inventory.

	Park	Proj. ID	Code	Address	City	Zip	Acres	District	Developed	Youth HB	T Ball	Youth FB	Soccer	Pavillion	Waterfront	Boat Ramp	Playground	Walk Path	Basketball	Tennis Court	Dog Park	Water Fountain	Boardwalk	Canoe & Kayak Launch	Skate Park	Volleyball Court	Exercise Equipment	Bathrooms	Portable Toilets	Security Lights	Picnic	RSD	L.O.S.T.	Mowed	Trash Pickup	Trash Cans	Service Per Week	
1	Aero Vista	97PK017	N	120 Marine Drive	Warrington	32507	1	2	X					X			X					X							X	X	S	X	X	X	4	1		
2	Aviation Field	04PK002	N	2900 Miller Street	Pensacola	32503	2	3										X												X	U	X	X	X	3	1		
3	Avondale	97PK009	N	6809 Vestavia Lane	Pensacola	32526	8	1	X					X			X	X	X										X	X	X	S	X	X	X	4	1		
4	Baars Field	97PK013	R-ATHL	13001 Sorrento Rd	Pensacola	32507	8	2	X				X																		R	X						
5	Barrineau Park & Community Ctr	97PK054	CC	6055 Barrineau Park School Rd.	Molino	32577	3	5	X					X			X											X	X		X	R	X	X	X	2	1		
6	Barrington Court	97PK055	N	Median - 77th/Barrington	Pensacola	32506	0.25	2																							U		X					
7	Beggs Lane	97PK056	R	Beggs Lane	Pensacola	32505	0.25	3																							U							
8	Bellview	97PK014	R-ATHL	2750 Longleaf @ Packer	Pensacola	32526	20	1	X	X	X	X		X			X											X		X	X	S		X					
9	Beulah Community Ctr	97PK057	CC	7425 Woodside Road	Pensacola	32526	5	1	X					X			X	X										X			X	S	X	X	X	1	1		
10	Beulah Regional Park	08PR091	U	Mobile Hwy W of Equestrian Center	Pensacola	32526	8	1						X			X	X		X	X				X				X		X	S	X	X	X	3	1	Dog Station	
11	Bill Dickson Park & BR/Bayou Grande	04PK005	BR/R	3151 Fenceline Rd.	Pensacola	32507	49	2	X					X	X	X	X				X									X		X	S	X	X	X	6	2	Dog Station	
12	Bluff Springs	97PK058	N	Curly Brooks Rd.	Bluff Springs	32535	3	5																							R							
13	Bluff Springs Boat Ramp	97PK058	BR/R	End of Bluff Springs Rd.	Bluff Springs	32535	1	5								X															R							
14	Bogia	97PK110	BR/R	End of Bogia Road	McDavid	32568	0.5	5								X															R							
15	Bradberry	97PK050	R-ATHL	4760 Highway 99A	Molino	32577	7	5	X	X	X			X			X											X		X	X	R	X	X					
16	Bratt/ Travis Nelson	02PK003	U	Hanks Road	Bratt	32535	40	5						X			X	X				X					X		X		X	R	X	X	X	5	1		
17	Brenda Lane Park	97PK060	N	Brenda/Sandra Ave	Pensacola	32506	1	2																							U							
18	Brent Athletic Park	97PK039	R-ATHL	4711 N. "W" Street	Pensacola	32505	30	3	X	X	X	X		X													X		X	X	U	X	X					
19	Brentwood	97PK031	N	4905 N. Palafox Street	Pensacola	32505	3	3	X					X			X	X	X										X		U	X	X	X	4	2		
20	Bristol	97PK018	N	5311 Bristol Avenue	Pensacola	32505	3	1	X					X			X	X	X										X	X	U	X	X	X	4	1		
21	Brosnaham Athletic	97PK005	R-ATHL	10370 Ashton Brosnaham	Pensacola	32534	110	5	X				X	X			X			X	X							X	X	X	X	S	X	X					Dog Station
22	Brownsville Community Center & Park			3200 W DeSoto St	Pensacola	32505		3	X	X							X		X									X		X		U	X	X	X	2	2		
23	Byrneville	97PK047	CC	1707 Highway 4-A	Century	32535	4	5	X					X			X		X										X	X	X	R	X	X	X	4	1		
24	Cantonment Youth Athl	98PK002	R-ATHL	681 Well Line Road	Cantonment	32533	30	5	X	X	X	X					X										X		X		S	X						
25	Carriage Hills/Charbar	97PK011	N	1810 Broyhill Drive	Pensacola	32526	1.5	1	X					X			X												X	X	S	X	X	X	2	1		
26	Carver	97PK044	N	208 Webb Street	Cantonment	32533	2	5	X					X			X		X						X	X	X		X	X	S	X	X	X	6	1		
27	Chimes Way	97PK100	N	5002 Chimes Way	Pensacola	32505	3	3										X	X					X						X	U		X	X	2	2		
28	Civitan	97PK019	N	404 2nd Street	Warrington	32507	2	2	X						X		X	X					X				X		X	X	X	U	X	X	X	4	1		
29	Coronado Boat Ramp	97PK062	BR/R	5700 B Coronado	Pensacola	32507	0.1	2	(not developed)						X	X															S			X	1	1		
30	Corry I	97PK020	N	120 Manchester Street	Warrington	32507	2	2	X					X			X	X											X	X	U	X	X	X	4	1		
31	Corry II	97PK063	N	Cavalier/Delray	Warrington	32507	0.5	2																							U			X				
32	Cotton Lake	97PK109	BR/R	Cotton Lake Road	McDavid	32568	0.5	5								X															R							
33	Davisville Community Center	97PK065	CC	10200 S. Hwy. 97	Davisville	32535	2.89	5									X													X	R		X	X	4	1		
34	Ross (Max) Dickson	00PK009	R-ATHL	1102 Paulding Rd.	Warrington	32507	3	2	X					X			X	X	X										X	X	U	X	X	X	4	1		
35	Diego Circle (Westernmark)	99PK001	N	751 Massachusetts Ave.	Pensacola	32503	1	3	X					X			X	X	X												U	X	X	X	3	1		
36	Don Sutton	97PK049	R-ATHL	2320 Crabtree Church Rd	Molino	32577	12	5	X	X	X			X			X											X		X	X	R	X	X					
37	Dorrie Miller	97PK033	CC	2819 Miller Street	Pensacola	32503	4	3	X					X			X		X									X		X	X	U	X	X	X	1	1		
38	Ebonwood	97PK032	CC	3511 West Scott Dr	Pensacola	32503	5	3	X								X	X							X		X			X	U	X	X	X	1	1		
39	El Dorado		N	8269 El Dorado Dr.	Pensacola	32506	13.4	1	(not developed)																						S							
40	Emerald Shores - Med	97PK106	N	Batten Blvd	Pensacola	32507	2	2	X																						S		X					
41	Englewood Park & Community Cntr.	97PK035	CC	1250 Leonard Street	Pensacola	32501	3	3	X	X				X			X		X									X		X	X	U	X	X	X	4	2		
42	Equestrian Center	00PK003	EQ/R	7750 Mobile Highway	Pensacola	32526	187	1	X									X												X	S	X						
43	Extension Office/4H			3740 Stefani Road	Cantonment	32533		5	X									X											X		S	X	X	X	4	2		
44	Fairway/Country Club Dr	97PK066	N	Fairway/Country Club Dr.	Pensacola	32507	0.1	2	X					X															X	X	U							
45	Felix Miga Center	97PK030	CC	904 N. 57th Avenue	Pensacola	32506	1	2	X																		X				U	X	X					
46	Forte Estates	97PK022	N	77th Ave. & Barrington	Pensacola	32506	0.5	2																							U							
47	Galvez Boat Ramp	97PK069	BR/R	5889 Galvez Road	Pensacola	32507	0.5	2	X						X	X														X	S			X	5	2		
48	Garcon Bayou Nature Park	99PK002	N	55 Doug Ford Drive	Pensacola	32507	18	2	X					X								X								X	S	X	X	X	4	1		
49	Gene Pickerill/Sherwood	97PK026	N	18 Gamwell Rd	Pensacola	32506	2	2	X					X			X	X	X										X	X	U	X	X	X	3	1		
50	Gonzalez	97PK070	N	Gonzalez & Wentworth	Pensacola	32505	0.25	2																							U							
51	Harvester Homes I	97PK046	N	430 Belmont Street	Cantonment	32533	0.5	5	X																						S	X	X	X	2	1		
52	Harvester Homes II	97PK068	N	404 Lakeview Rd	Cantonment	32533	0.5	5	X								X		X											X	S	X	X	X	1	1		
53	Hellen Caro Elementary	01PK004	SCH/R	12551 Meadson	Pensacola	32507	25	1	X								X														S	X						
54	Heritage Lakes	05PK002	N	Harbour Pl @ Aileron Ave.	Pensacola	32506	1.23	1	(not developed)																						S							
55	Heritage Lakes North	05PK002	N	End of Heritage Lakes Ave.	Pensacola	32506	0.9	1	(not developed)																						S							
56	Heron Bayou Boat Ramp	97PK108	BR/R	Blue Angle Pkwy & Dog Track Rd.	Pensacola	32507	0.5	2							X	X													X		S			X	1	1		
57	Innerarity Beach - Private	05PK003	PB/R	5999 Grotto Ave.	Pensacola	32507	1.2	2																							S							
58	Jack Reddix/Falcon/Oakcliff	97PK067	N	Falcon & Oakcliff	Pensacola	32526	1	1	X								X													X	S	X	X	X	1	1		
59	Jaunita Williams	97PK021	N	505 Edgewater Drive	Pensacola	32507	2	2	X					X	X		X	X				X								X	U	X	X	X	4	1		
60	John R. Jones, Jr.	97PK007	R-ATHL	555 E. Nine Mile Road	Pensacola	32514	63	5	X	X	X	X		X			X				X						X	X	X	X	U	X						
61	Jones Swamp Preserve	06PK004	U	198 Patton Drive	Warrington	32507	385	2	(not dev.)													X									U	X						
62	Kingsfield Park	06PK005	N	551 W. Kingsfield Road	Cantonment	32533	4.64	5	(not developed)																						S							
63	Lake Stone - Boat Ramp	01PK001	BR/R	Lake Stone Road	Century	32535	124.62	5	X						X	X															R							
64	Lake Stone - Campgrnd	97PK071	R-CAMP	801 W. Highway 4	Century	32535	100	5	X					X	X		X										X		X	X	R	X						
65	Lakewood	97PK023	N	670 Lakewood Rd	Warrington	32507	2	2	X					X	X		X													X	U	X	X	X	2	1		
66	Lewis Powell	99PK003	R-ATHL	7000 Rolling Hills Road	Pensacola	32505	2	3	X	X	X																			X	U	X						
67	Lexington Terrace	02PK005	R	900 S. Old Corry Field Road	Pensacola	32507	38	2	X					X			X	X	X		X					X	X	X		X	U	X	X	X	10	2	Dog Station	
68	Lincoln	97PK036	N	7865 Aaron Drive	Pensacola	32534	3	3	X					X			X	X	X							X				X	U	X	X	X	4	1		
69	Mahogony Mills Boat Ramp		BR/R	1200 Mahogony Mills Road	Pensacola	32507	2.93	2						X		X														X					X	9	2		
70	Marcus Pointe Park	97PK101	U	North side of Marcus Pointe Blvd.	Pensacola	32505	6	1																							S		X					
71	Marie Ella Davis Park & CC	98PK001	N/CC	16 Raymond Street	Warrington	32507	3	2	X					X			X	X	X			X					X		X	X	U	X	X	X	2	1		
72	Mariners Oak		N	Blue Angel Parkway	Pensacola	32526	2.9	1	(not developed)																						S							
73	Mayfair I Community Cntr.	97PK024	R-ATHL	50 S. Garfield	Pensacola	32505	5	2	X					X			X	X	X									X		X	U	X	X	X	5	1		
74	Mayfair II	97PK073	N	268 Fennel Drive	Pensacola	32505	0.5	2																							U	X						
75	Meadowbrook I	97PK028	N	3 Adkinson Drive	Pensacola	32506	3	2	X					X			X													X	U	X	X	X	2	1		
76	Meadowbrook II	97PK075	N	16 Feldor Drive	Pensacola	32506	1	2																							U		X					
77	Miracle League of Pensacola	06PK002	R-ATHL	555 E. Nine Mile Road (East side)	Pensacola	32514	7	3	X	X																	X			X	U							
78	Model Park	04PK003	R	Jamesville Rd.	Pensacola	32526	20	1	X					X																X	R	X						
79	Molino Boat Ramp	97PK102	BR/R	6698 Fairgrounds Rd	Molino	32577	1.5	5	X							X													X		R			X	4	2		
80	Molino/Fairgrounds	97PK045	N	6698 Fairgrounds Rd	Molino	32577	1.5	5	X					X	X		X						X							X	X	R	X	X	X	4	2		
81	Molino Community Center & Park	04PK006	N	1459 Molino Road	Molino	32577	2	5						X				X									X			X	X	R	X	X	X	4	1		
82	Murr Heights Park		N	Tyson St. @ Elm St.	Warrington	32506	1.53	2																							U							
83	Myrtle Grove	00PK004	R-ATHL	99 N. 61st Avenue	Pensacola	32506	17	2	X	X	X	X		X			X										X		X	X	U	X						
84	Mystic Springs	97PK107	BR/R	Mystic Springs Road	McDavid	32568	0.5	5								X															R							
85	Navy Point - Waterfront	97PK016	R	Baublitts/Syrcle Drive	Warrington	32507	60	2	X							X	X	X												X	X	U	X	X	X				
86	Navy Point Boat Ramp	97PK077	R	Baublitts & Sunset	Warrington	32507	2	2	X							X	X													X		U	X	X	X				
87	Navy Point ROW/Triangle	97PK078	R	120 W. Sunset Ave	Warrington	32507	1	2	X																							U	X	X	X				
88	Navy Point West	97PK079	R	W of Sunset behind house	Warrington	32507	1	2																							U	X	X	X				
89	O'Connor-Colling Com Pk/Innerarity	97PK015	N	552 Batten Blvd.	Pensacola	32507	30	2	X					X			X	X	X									X		X	S	X	X	X	5	1		
90	Oak	97PK080	N	Spruce & Hickory Streets	Pensacola	32505	1	3																						X	U							
91	Oak Grove - Com Ctr	97PK103	CC	2550 Hwy. 99 N	Molino	32577	1	5																			X				R	X	X	X	3	1		
92	Oak Grove - Park	97PK081	N	Across from Community Ctr	Molino	32577	2	5	X					X			X		X										X	X	R	X	X	X				
93	Oakcrest	97PK025	N	220 Topaz Ave	Pensacola	32505	1.5	2	X								X	X											X		U	X	X	X	3	1		
94	Oakfield Acres I	97PK037	N	6124 Confederate Drive	Pensacola	32503	3	3	X					X			X												X	X	U	X	X	X	3	1		
95	Oakfield Acres II	97PK082	N	6411 White Oak Drive	Pensacola	32503	2	3																							U		X					
96	Old Ensley School	97PK034	N	107 E. Detroit Blvd.	Pensacola	32534	1.5	3	X					X			X	X	X							X	X			X	X	U	X	X	X	1	1		
97	Osceola I	97PK027	N	302 Comanche Trail	Pensacola	32506	1.5	2	X					X			X	X											X	X	U	X	X	X	2	1		
98	Osceola II	97PK083	N	Kissimmee Circle	Pensacola	32506	0.25	2																						X	U		X					
99	Osceola III	97PK084	N	Talladega & Cherokee Tr	Pensacola	32506	0.25	2																							U		X					
100	SRIA - Pensacola Beach East	97PK053	PB/R	3000 Via DeLuna	Pensacola Bch	32561	372	4	X						X																BI	X						
101	Pensacola Fishing Pier	97PK105	FP/R	1750 Bayfront Parkway	Pensacola	32501	0	4	X						X														X		U			X	12	2		
102	Pensacola Shipyard	00PK005	BR/R	700 S. Myrick	Pensacola	32505	3.2	2	X						X	X															U							
103	Perdido Bay Country Club Estates		N	West side of Omaha Dr.	Pensacola	32507	0	2																							S							
104	Perdido Key 1 - Sandy Key	97PK086	N	13549 Sandy Key Dr	Pensacola	32507	0.5	2							X																BI			X	5	3		
105	Perdido Key 2 - Gulfside	97PK087	N	14261 Perdido Key Dr	Pensacola	32507	0.5	2							X							X						X	X		BI			X	5	3		
106	Perdido Key 3 - River Rd	97PK088	N	14767 Perdido Key Dr	Pensacola	32507	0.5	2	X						X							X						X			BI			X	5	3		
107	Perdido Kids Park	06PK001	R	10004 Gulf Beach Highway	Pensacola	32507	3	2	X					X			X											X		X	S		X	X	10	2		
108	Perdido Manor	97PK089	N	Perdido Manor Subd	Pensacola	32506	0.5	2																							S							
109	Perdido River Walk	97PK088	R	13011 Beulah Rd.	Cantonment	32533	10	5																							S							
110	Pine Valley	97PK090	N	Fridinger Drive	Pensacola	32526	5	1																							S							
111	Quintette Athletic Park	97PK091	R-ATHL	2490 Quintette Lane	Cantonment	32533	18	5	X	X				X			X		X								X	X	X	X	S	X	X					
112	Quintette Community Ctr	97PK091	CC	2490 Quintette Lane	Cantonment	32533	2	5	X																		X		X		S	X	X	X	6	1		
113	Raines Terrace	97PK092	N	Cedarwood Village & Raines	Pensacola	32514	1.5	4																							U		X					
114	Raymond Riddles	97PK040	R-ATHL	1704 N. "W" Street	Pensacola	32505	5	3	X	X	X						X												X		U	X	X	X	3	1		
115	Regency	97PK008	N	8245 Fathom Rd.	Pensacola	32514	10	4	X					X			X	X	X		X	X				X			X	X	U	X	X	X	6	1	Dog Station	
116	River Gardens	97PK093	N	Scenic Hwy. & 9 Mile Road	Pensacola	32514	3.32	4																							U							

	Park	Proj. ID	Code	Address	City	Zip	Acres	District	Developed	Youth HB	Ball	Youth FB	Soccer	Pavilion	Waterfront	Boat Ramp	Playground	Walk Path	Basketball	Tennis Court	Dog Park	Water Fountain	Boardwalk	Canoe & Kayak Launch	Skate Park	Volleyball Court	Exercise Equipment	Bathrooms	Portable Toilets	Security Lights	Fence	RSD	L.O.S.T.	Mowed	Trash Pickup	Trash Cans	Service Per Week	
117	River Road Park I		N	14484 River Road	Pensacola	32507	0.5	2	X					X	X		X				X										X	BI	X	X	X	1	1	Dog Station
118	River Road Park II	97PK085	N	Across from Perdido Garden Subd.	Pensacola	32506	0.5	2																X								BI						
119	R. L. King / Bayou Marcus	97PK010	N	7705 Lenora Street	Pensacola	32526	4	1	X					X			X	X				X								X	X	U	X	X	X	2	1	
120	Serenity Park		N	Serenity Cir.	Pensacola	32506	0.23	1	(not developed)																						S						
121	SRIA - Ft. Pickens Boat Ramp	97PK104	BR/R	Ft. Pickens Road	Pensacola Bch	32561	1	4							X																BI						
122	SRIA - Ft. Pickens Gate Rec. Area		PB/R	Ft. Pickens Road	Pensacola Bch	32561	3	4	X					X	X																X	BI						
123	SRIA - Casino Beach		PB/R	Pensacola Beach Blvd./Ft. Pickens	Pensacola Bch	32561	23	4							X																BI						
124	SRIA - Cowley	97PK064	N	Ariola Drive	Pensacola Bch	32561	1	4	X					X			X	X												X		BI						
125	SRIA - Pensacola Bch Gulf Pier		FP/R	41 Ft. Pickens Rd.	Pensacola Bch	32561	0	4							X																BI						
126	SRIA - Pensacola Bch Soundside	04PK008	NP/R	3000 Via DeLuna	Pensacola Bch	32561	517	4							X																BI						
127	SRIA - Quietwater Bch Boat Ramp		BR/R	Pensacola Beach Blvd.	Pensacola Bch	32561	1	4							X	X															BI						
128	SRIA - Quietwater Bch Rec Area		PB/R	Pensacola Beach Blvd.	Pensacola Bch	32561	1	4	X	X				X			X														X	BI						
129	Santa Maria Plaza/Farm Hill	97PK048	ATHL	199 Madrid Rd.	Cantonment	32533	3	5	X	X				X			X	X											X	X	X	S	X	X	X	4	1	
130	Shady Terrace	97PK042	N	3708 Pompano Drive	Pensacola	32514	1.5	4	X								X													X	X	U	X	X	X	1	1	
131	Shell Street	97PK043	N	5550 Shell Street	Pensacola	32503	2	4	X					X			X													X	X	U	X	X	X	2	1	
132	South Fairfield	00PK002	N	End of South Fairfield	Pensacola	32507	1	2							X															X		U	X		X	3	2	
133	Spanish Trail	97PK094	R	Spanish Trail Villa / Old Spanish Tr.	Pensacola	32526	0.25	4																								U						
134	St. Augustine	97PK095	N	St. Augustine/St. Elmo	Pensacola	32503	0.5	3																								U		X				
135	Star Lake	01PK005	N	Star Lake Drive/Triangle	Warrington	32507	1	2																								U						
136	SW Escambia Sports Complex	08PR109	R-ATHL	2020 Bauer Rd.	Pensacola	32506	217	1		X	X	X	X	X			X	X				X						X	X	X	X	S	X	X	X	7	2	
137	Tangen Heights	97PK012	N	4810 Cochise Street	Pensacola	32526	1	1	X								X													X	X	S	X	X	X	1	1	
138	Treasure Hills	05PK001	N	12839 Beckstrom Rd.	Pensacola	32507	3.96	2	X					X			X		X	X											X	S	X	X	X	2	1	
139	Tulip	97PK029	N	4855 Tulip Drive	Pensacola	32506	2	2	X					X			X													X	X	U	X	X	X	2	1	
140	Twin Lake Estates		N	Off end of Twin Lakes Dr.	Pensacola	32504	0	3																								U						
141	Villa De Casa		N	7201 Bruner St.	Pensacola	32526	0.12	1	(not developed)																						S						
142	Walnut Hill Community Center	97PK096	CC	7850 Hwy. 97	Walnut Hill	32568	0.75	5						X				X														R		X				
143	Water's Beach Park		N	Americus Ave. @ Athens Ave.	Pensacola	32507	0	2	(not developed)																						S						
144	Wedgewood	97PK038	N	6405 Wagner Road	Pensacola	32503	8	3	X					X			X	X	X								X			X	X	U	X	X	X	5	1	
145	Wedgewood Community Center		CC	3420 Pinestead	Pensacola	32503		3																														
146	Weller Boat Ramp	97PK097	BR/R	Weller Rd @ Bayou Grande	Pensacola	32507	0.25	2							X	X																S						
147	Westernmark			751 Massachusetts Ave.	Pensacola	32503	1	3	X					X			X	X	X											X					X	2	2	
148	Wildlife Sanctuary NWFL	00PK008	R	205 N. "S" Street	Pensacola	32505	5	2	X																							U						
149	Wilson Robertson Boat Ramp		BR/R	11800 Mobile Highway	Pensacola	32526	7.3	1						X		X																						
150	Woodlands	97PK098	N	9619 Sunnehanna Blvd.	Pensacola	32514	1	5																								S		X				
151	Woodrun Park	05PK004	N	9329 Woodrun Rd.	Pensacola	32514	3.9	5	(not developed)																						U						
152	Yoakum Court	97PK099	N	Yoakum Court	Pensacola	32505	0.5	3																								U		X				



ESCAMBIA COUNTY PARKS

0 5 10 Miles

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User: jclemos
Date: 12/3/2018

2018-2022

Annual Update to the Five-Year

Schedule of Capital Improvements

Solid Waste LOS Analysis Report

Solid Waste LOS Analysis

Brent Schneider

Department of Waste Services

Manager, Engineering & Environmental Quality

The adopted level of service standard for solid waste is a disposal rate of six pounds per capita per day. Escambia County continues to maintain its solid waste level of service commitments under the comprehensive plan, which is to provide adequate municipal solid waste disposal capacity of 6 pounds per capita per day by allocating funding for future landfill construction and closure of cells. These cells are required since the County must provide adequate disposal capacity for its citizens. The population growth is anticipated to be 1% per year for the near future, so the County funds the cell expansions as required to ensure sufficient landfill capacity. Currently, the average waste acceptance is 1,200 tons/day and compaction density for our waste stream averages at least 1,500 pounds per cubic yard. This compaction rate may change in the future as the methodology and waste compositions vary.

The Perdido Landfill has remaining filling capacity through the spring of 2019 based on the current footprint. The Perdido Landfill Mining Phase I was completed at the end of 2011 and will facilitate construction of the future expansion cell, Section 5 Cell 1A. Funding for the construction of Section 5 Cell 1A was included in Fiscal Years 2017 and 2018 at $10,000.00. Construction of Section 5 Cell 1A began in early 2017 and will be available for use in early 2019 with a five-year capacity.

Funding for the closure costs are accrued and escrowed each year as required by Chapter 62-701, F.A. C. The total acreage for the Perdido Landfill facility is 955 acres, which includes 352 acres of permitted disposal areas, service areas, materials recycling and yard waste recycling, 172 acres of conservation and 431 acres of future expansion (Section Six). The current build-out for disposal is 141 acres, through Section 5, Cell 3 providing solid waste disposal capacity through 2045. Disposal capacity in Section Six is estimated at 50 to 70 years. All capital projects underway and into the near future are fully funded.

Clearly, with the appropriately timed expansions, the County has sufficient capacity at the Perdido Landfill to accommodate current development and growth during the planning period.

2018-2022

Annual Update to the Five-Year

Schedule of Capital Improvements

Stormwater/Drainage LOS Analysis Report

Stormwater / Drainage Level of Service Analysis
Joy Jones, PE, County Engineer

Escambia County has determined that proper management of stormwater is necessary to reduce the frequency of flooding and to improve the quality of runoff reaching surface water bodies. To this end, the County originally contracted with stormwater consultants to develop a Stormwater Master Plan (SWMP) Needs Assessment list that was completed in November 1994. The Plan included inventories of existing stormwater systems throughout the County and included detailed Master Drainage Plan studies for three of the County's 41 major watershed drainage basins: specifically, Eight Mile Creek, Eleven Mile Creek, and Scenic Hills Basin.

The Plan identified future stormwater improvement projects and ranked them with specified criterion. These were identified on a preliminary Capital Improvement Plan Project List that contained 87 proposed projects. From that List, the Escambia County Board of County Commissioners selected 30 projects to be completed within a 3-year Capital Improvement Plan (CIP) period. The intent has been to periodically update the Stormwater Master Plan and construct projects identified on the List in an orderly fashion.

Of the County's 41 watershed drainage basins, 18 detailed basin master plan studies have been completed. It is anticipated additional basin studies will be contracted in successive years until all 41-basin master plan studies are completed as funding becomes available. This watershed basin approach identifies existing structural and non-structural stormwater systems that exist in each drainage basin, gathers property owner surveys within the basins to determine their concerns, and identifies recommended future stormwater and drainage projects that will reduce flooding and improve water quality in each basin.

The County will continue the Basin Study Program to stay ahead of anticipated growth in terms of water quality and flood control, improve existing deficiencies with flooding and water quality, develop reasonable cost estimates, and prioritize projects to ensure proper planning and funding of future infrastructure needs.

In 1998, Escambia County was issued its first National Pollutant Discharge Elimination System (NPDES) Permit for its Municipal Separate Storm Sewer System (MS4). The initial MS4 permit expired and was re-permitted in January 2012. One of the requirements of the NPDES Permit is establishment of a long-term stormwater quality-monitoring program designed to document and illustrate improvements within the County. The NPDES Stormwater Monitoring Plan has been implemented for the duration of the permit cycle (5 years) and includes a plan to identify sources and impacts of specific stormwater pollutants, as well as identifying the most cost-effective stormwater controls. Escambia County is currently on Cycle 4 - Year 1 with our Annual NPDES Report due January 8, 2019. The reporting period for Cycle 4 - Year 1 Annual Report will cover MS4 reportable elements during the period of January 1, 2017 thru June 30, 2018. Escambia County Natural Resources Management (NRM) conducts all water quality monitoring required under the NPDES permit for Escambia County, FDOT District III, City of Pensacola, Town of Century.

In addition to NRM water quality monitoring requirements, the Florida Department of Environmental Protection (FDEP) conducts water quality monitoring annually. The department uses this data, as well as other data from a wide variety of reliable sources, to determine water quality impairments. Lists of

impaired waters are updated on a five-year cycle. The list of impaired waters within the Pensacola Bay System was last evaluated in 2017. The Perdido Bay System was last evaluated in 2018.

Waterbodies placed on the Verified List are required to have Total Maximum Daily Loads (TMDLs) calculated. TMDLs may restrict future allowable discharges in watersheds that have one or more impaired waters and may potentially restrict future economic development within those impaired watersheds. The County elected to assist FDEP with the additional TMDL sampling, data collection, and analysis of the Escambia and Perdido Bay watersheds.

TMDL monitoring activities and NPDES Stormwater Monitoring requirements directly require the County to be more actively involved in assessing water quality, which in turn requires adequate staff, and budgeting for necessary water quality sampling equipment.

In September 2003, the County prepared the *Escambia County Ambient Water Quality Report*, which is the first phase of a countywide watershed management approach. This report provides a preliminary evaluation of the status of water quality in Escambia County utilizing the FDEP methodology described in Chapter 62-303 F.A.C. (*Identification of Impaired Surface Waters* and *Criteria for Surface Water Quality Classification*). In this report, statistical analysis of water quality data was utilized to list and rank Escambia County water bodies according to their degree of water quality impairment. This ranking enables the county to prioritize stormwater and water quality improvement projects in those watersheds that are most impaired.

In December 2003, the County prepared the *LOST Funding for Stormwater Management – Flooding and Water Quality Enhancement Program Report*, which is a review of flooding and stormwater quality improvement projects funded by the County's Local Option Sales Tax (LOST) program. Projects included in the report were paving and stabilization of dirt roads that reduce sedimentation and turbidity in streams and installation of structural stormwater Best Management Practices (BMPs) to reduce flooding and further improve water quality. Projects that were completed by the end of 2002 are reviewed in the report and projects that were proposed through 2007 were discussed to examine their anticipated benefits. This report analyzed the flooding and water quality enhancement benefits that have been achieved by the County, and it updates the County's Stormwater Master Plan basin by basin.

In 2008 and 2009, the Escambia County Water Quality Division received grant funding from the Florida Legislature and FDEP to identify and prioritize areas of nonpoint source pollution in Perdido Bay and Pensacola Bay. Sediment and water samples were collected from over 200 outfalls, ditches, swales, creeks, and rivers to determine which areas contributed the greatest pollutant loading. This data is used to prioritize and design future water quality improvement projects.

In 2012, the County started pollutant loading evaluations based upon the Florida Stormwater Association (FSA) Stormwater calculator. Escambia County participated in a study to determine nutrient removal credits that can be attributed to routine maintenance. Tools were developed as a result that allow the county to calculate total nitrogen and total phosphorous removal resulting from street sweeping and pond maintenance. In 2014 pollutant loading analysis indicated a reduction in overall pollutant loading for Total Nitrogen (TN), Total Phosphorous (TP), Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS) since 2002 resulting from the construction of new stormwater Best Management Practices (BMPs). In 2017 Escambia County's Natural Resources Management Department

started an ambient water quality monitoring program for local waterways. The total number of current sites is 27.

BMPs such as street sweeping, jet vacuuming of storm pipes, and spoil removal during ditch maintenance have effectively lowered TN and TP levels. Water quality data collected for the Bayou Chico fecal coliform BMAP identifies the need for restoration efforts. The Eleven Mile and Ten Mile Creek Bacteria Pollution Control Plan (BPCP) Monitoring Program has provided water quality data helpful in prioritizing SWMP efforts to maximize pollutant load reductions and monitor effectiveness.

In 2014, the County contracted with a local firm to complete a Stormwater Needs Assessment Report that identified 228 specific projects after review of all Master Drainage plans, the 1994 drainage needs assessment, and other identified stormwater problem areas. All the projects were ranked in order of priority and this establishes a plan of action to address stormwater improvement needs. The priority scoring uses criteria established in the Basin Study Guidelines. This report was recommended by the Storm Water Advisory Team (SWAT). SWAT was established following the April 2014, declared storm event disaster, to provide stormwater recommendations associated with stormwater management in Escambia County. As funding becomes available, higher priority, cost effective projects will move forward. The Stormwater Needs Assessment project list is considered a living document and is routinely updated as new projects are identified and projects are completed.

In 2017, in preparation for the Local Option Sales Tax 4 (LOST4) 11-year priority several projects were added to the Stormwater Needs Assessment List and ranked per the Basin Study Guidelines Criterion for project prioritization. Currently there are 267 identified drainage projects estimated at $318 Million on the Stormwater Needs Assessment. As funding becomes available and grant funding is acquired, projects from the Needs Assessment list move forward.

2018-2022

Annual Update to the Five-Year

Schedule of Capital Improvements

Transportation & Traffic LOS Analysis Report

Transportation & Traffic Operations (TTO) Narrative for FY2018 – 2022 CIP

Escambia County has budgeted almost $23M for transportation improvements to the County's transportation system for FY2018, with approximately an additional $40M proposed for FY2019 to FY2022. A sizeable portion of the transportation dollars are invested in the maintenance of our transportation system, which ensures that the County maintains the expected level-of-service on both State and Local roadways. Escambia County will work to continue growing our partnership with both the Florida Department of Transportation and the Florida-Alabama Transportation Planning Organization. These important relationships help ensure that the County's transportation needs are properly fulfilled.

Escambia County Transportation and Traffic Operations (TTO) offers many different types of transportation improvement projects and services. Some of the different types of transportation improvement projects and services that TTO offers include roadway widening, resurfacing, traffic signalization, turn lane modifications/installations, sidewalk construction, dirt road paving, traffic calming, and bridge maintenance. These projects are all provided in order to improve safety, reduce congestion, enhance multi-modal travel and maintain optimal evacuation times in the event of a hurricane or other disaster.

These projects and services also support community development and economic growth within the County. Two examples of transportation improvement projects that TTO is managing and/or funding that will provide positive economic and community impacts are the Navy Boulevard Access Management and Corridor Beautification Project, and the Beulah Interchange Connector Project. Both projects will provide improved roadway accesses for the efficient movement of goods and people within Escambia County that will improve commerce and will improve both our local and regional economies.

The Transportation and Traffic Operations Division will continue its commitment to adequately fund transportation improvements for the both short and long term. Working with our citizens and partners, the County will continue to prioritize and implement projects to improve safety, maintain a high level of service, and promote economic growth throughout the County.

Project Name	Location	Commission District	Funding Source	FY 2019	FY 2020	FY 2021	FY2022	FY 2023	Total Local Cost	Comprehensive Plan	Notes
CIP 2019 – 2023 TRANSPORTATION PROJECTS											
Bridge Projects											
CR4 Bridge Replacement	CR4 over Canoe Creek (Bridge No. 480039)	5	TBD			$ 178,000		$ 1,150,000	$ 1,328,000	Ch. 8 - Mobility Element	FDOT 5-Yr. Work Program details $1.031M of Local Funds in FY2023
Dawson Road Bridge Replacement	Dawson Rd over Pritchett Mill (Bridge No. 484046)	5	LOST III (25%) and FDOT (75%)		$ 7,000		$ 382,000		$ 389,000	Ch. 8 - Mobility Element	FDOT 5-Yr. Work Program
O C Phillips Road Bridge Replacement	O C Phillips Road over Brushy Creek (Bridge No. 484029)	5	LOST III (25%) and FDOT (75%)		$ 7,000		$ 345,000		$ 352,000	Ch. 8 - Mobility Element	FDOT 5-Yr. Work Program
Dirt Road Paving Projects											
Arena Road	CR 97 - West End	5	LOST IV	$ 500,000					$ 500,000	Ch. 8 - Mobility Element	Funds needed for Construction
Ashcraft Road Phase I	CR 99 - Bratt Rd	5	LOST IV	$ 604,416					$ 604,416	Ch. 8 - Mobility Element	Funds needed for Construction
Blue Berry Lane	Barrineau Park School Road - South End	5	LOST IV	$ 592,640					$ 592,640	Ch. 8 - Mobility Element	Funds needed for Construction
Hubbard Rd		5	LOST IV	$ 50,000					$ 50,000	Ch. 8 - Mobility Element	Funds needed for Design
OGCM	County Wide	ALL	LOST IV	$ 300,000					$ 300,000	Ch. 8 - Mobility Element	
Pine Barren Church Road		5	LOST IV	$ 50,000					$ 50,000	Ch. 8 - Mobility Element	Funds needed for Design
Tobias Road	CR 97 -West End	5	LOST IV	$ 307,360					$ 307,360	Ch. 8 - Mobility Element	Funds needed for Construction
Resurfacing Projects											
Southbay Dr	Blue Angel Pkwy - Gulf Bay Ln	1	LOST IV	$ 179,520					$ 179,520	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Gulf Bay Ln	SouthBay Drive - Cul-De-Sac	1	LOST IV	$ 115,573					$ 115,573	Ch. 8 - Mobility Element	Funds to resurface subject roadway
South Sky Ln	Bluesky Dr - Southwind Cir	1	LOST IV	$ 88,000					$ 88,000	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Southwind Cr	Southbay Dr - Southbay Dr	1	LOST IV	$ 179,520					$ 179,520	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Bluelake Dr	Southsky Ln - Southwind Cir	1	LOST IV	$ 48,889					$ 48,889	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Bluewind Dr	Southsky Ln - Southwind Cir	1	LOST IV	$ 48,889					$ 48,889	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Bluesky Dr	Southbay Dr - Southwind Cir	1	LOST IV	$ 88,000					$ 88,000	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Pampas Trail Rd	Sea Pine Cir - Sea Pine Cir	1	LOST IV	$ 53,856					$ 53,856	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Seapine Cr	US 98 - Sea Pine Cir	1	LOST IV	$ 248,160					$ 248,160	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Green Pine Dr	Sea Pine Cir - Pampass Trail Rd	1	LOST IV	$ 45,760					$ 45,760	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Cedar Bluff Dr	Sea Pine Cir - Pampass Trail Rd	1	LOST IV	$ 45,232					$ 45,232	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Bonita Dr	Palm Lake Dr - Naples Dr	2	LOST IV	$ 193,433					$ 193,433	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Naples Dr	Palm Lake Dr - West S/D Limits	2	LOST IV	$ 292,463					$ 292,463	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Dundee Dr	Naples Dr - Bonita Dr	2	LOST IV	$ 98,795					$ 98,795	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Carson Dr	Dundee Dr - Naples Dr	2	LOST IV	$ 100,036					$ 100,036	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Chandelle Cr	Chandelle Dr - Chandelle D	2	LOST IV	$ 195,125					$ 195,125	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Palm Lake Dr	ach Highway to Chandelle	2	LOST IV	$ 188,505					$ 188,505	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Gregory St	orry Field Rd to New Warr	2	LOST IV	$ 21,988					$ 21,988	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Godfrey St	Q St - City Limits	2	LOST IV	$ 44,000					$ 44,000	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Lee St	Pace Blvd to City Limits	2	LOST IV	$ 16,720					$ 16,720	Ch. 8 - Mobility Element	Funds to resurface subject roadway
L St	Fairfield Dr - Herman St	3	LOST IV	$ 116,123					$ 116,123	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Lee St	S St - Green St	3	LOST IV	$ 252,560					$ 252,560	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Fab St	Ensley St - South End	3	LOST IV	$ 27,082					$ 27,082	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Cabral St	Burgess Rd - Bordeaux St	3	LOST IV	$ 85,067					$ 85,067	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Forshale St	Bordeaux St - Cabral St	3	LOST IV	$ 64,885					$ 64,885	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Kelvin Terrace	Bordeaux St - North End	3	LOST IV	$ 113,359					$ 113,359	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Bordeaux St	Cabral St - Forshalee St	3	LOST IV	$ 40,891					$ 40,891	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Dogwood Terrace	Crieghton - Cul-De-Sac	4	LOST IV	$ 75,680					$ 75,680	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Stillbridge Ln	University Pkwy - University Pkwy	4	LOST IV	$ 290,000					$ 290,000	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Malibu Cr	Olive Rd - South End	4	LOST IV	$ 29,063					$ 29,063	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Yancey Ave	Olive Rd - Parazine Ave	4	LOST IV	$ 95,557					$ 95,557	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Northpointe Pl	Northpointe Blvd - Cul-de-Sac	4	LOST IV	$ 28,176					$ 28,176	Ch. 8 - Mobility Element	Funds to resurface subject roadway

Northpointe Ct	E'LY Cul-de-Sac - Northpoint Blvd	4	LOST IV	$ 25,227					$ 25,227	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Whisper Way	Scenic Hwy - West End	4	LOST IV	$ 151,067					$ 151,067	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Whipser Dr	Baywoods Ln to Whisper Dr	4	LOST IV	$ 89,760					$ 89,760	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Godwin Cemetary Rd	CR 4 - N/Pvmt End	5	LOST IV	$ 45,394					$ 45,394	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Pickett Ave	Wymann Ln - East End	5	LOST IV	$ 17,700					$ 17,700	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Calloway St	Booker St. - South End	5	LOST IV	$ 109,448					$ 109,448	Ch. 8 - Mobility Element	Funds to resurface subject roadway
WoodrunRd	9 Mile Rd - Cul-de-Sac	5	LOST IV	$ 248,057					$ 248,057	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Woodrun Rd	Woodrun Rd - Cul-de-Sac	5	LOST IV	$ 27,060					$ 27,060	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Woodrun Ln	Woodrun Rd - South End	5	LOST IV	$ 28,704					$ 28,704	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Tara-Dawn Ln	Tara-Dawn Cir - Cul-de-Sac	5	LOST IV	$ 53,998					$ 53,998	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Tara-Dawn Cr	Ten Mile Rd - Tara-Dawn Cir	5	LOST IV	$ 298,364					$ 298,364	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Betmark Rd	Ten Mile Rd - North End	5	LOST IV	$ 166,276					$ 166,276	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Citation Dr	Pine Forest Rd - Bonanza Drive	5	LOST IV	$ 116,453					$ 116,453	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Bonanza Dr	Citation Dr - Gallows Rd	5	LOST IV	$ 128,529					$ 128,529	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Gallows Rd	Corral Dr - North End	5	LOST IV	$ 59,380					$ 59,380	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Corral Dr	St. Regis Cutoff - Mustang Drive	5	LOST IV	$ 108,416					$ 108,416	Ch. 8 - Mobility Element	Funds to resurface subject roadway
Squire Dr	E Kingsfield Rd - North End	5	LOST IV	$ 37,371					$ 37,371	Ch. 8 - Mobility Element	Funds to resurface subject roadway
	Safety/Capacity Projects										
Cervantes St / Mobile Hwy	Safety Improvements	2 & 3	LOST IV	$250,000					$ 250,000	Ch. 8 - Mobility Element	Funds to joint fund corridor feasibility study with City of Pensacola
CR95A / Old Chemstrand Intersection Improvements	CR95A @ Old Chemstrand Rd	5	TBD			$ 300,000			$ 300,000	Ch. 8 - Mobility Element	Funds to construct signalized intersection improvements
Detroit Blvd Safety Upgrades	US 29 to Pine Forest Rd	3	TBD		$ 3,000,000				$ 3,000,000	Ch. 8 - Mobility Element	Funds for construction of roadway and safety improvements
Longleaf Drive	Pine Forest Rd to Kemp Rd	1	LOST III	$ 3,000,000		$ 10,000,000			$ 13,000,000	Ch. 8 - Mobility Element	Funds for right-of-way acquisition and construction
Olive Road Street Lighting	Davis Hwy to Johnson Ave	4	LOST IV	$ 60,000					$ 60,000	Ch. 8 - Mobility Element	Street Lighting for Olve Road Roadway Widening Project
Pensacola Beach Congestion Mgt. Plan	Pensacola Beach	4	LOST IV	$ 200,000	$ 6,800,000				$ 7,000,000	Ch. 8 - Mobility Element	D4 Discretionary Funds for Phase III of CMP
Pinestead Rd	Kemp Rd to US29	3	LOST IV		$ 1,000,000	$ 1,400,000	$ 4,475,000	$ 500,000	$ 7,375,000	Ch. 8 - Mobility Element	Funds to design and construct roadway and safety improvements
SR173 (Blue Angel Pkwy)	Sorrento to US98	1 & 2	TBD			$ 5,000,000			$ 5,000,000	Ch. 8 - Mobility Element	Funds for right-of-way acquisition for 4-laning project; Staff recommends removing and allowing SIS to fund
SR292 (Gulf Beach Hwy) Intersection Improvement	Patton Dr and Sunset Ave	2	LOST III		$ 312,000				$ 312,000	Ch. 8 - Mobility Element	Permanent Traffic Signals with Turn Lanes; CIGP Grant Match Amount; FDOT programmed $312K in FY20
SR297 (Pine Forest Rd) 4-Laning	I-10 to Nine Mile Road	3	LOST IV	$ 200,000					$ 200,000	Ch. 8 - Mobility Element	Funds programmed as match for TRIP and CIGP Grant requests
Traffic Calming	Countywide	Countywide	TBD	$ 100,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 300,000	Ch. 8 - Mobility Element	Funds for Countywide traffic calming program
US29 Connector Project	9 Mile Rd to Muscogee Rd	1 & 5	LOST IV					$ 500,000	$ 500,000	Ch. 8 - Mobility Element	Funds programmed as match for TRIP Grant request
Hubbard Rd		5	LOST IV	$ 50,000					$ 50,000	Ch. 8 - Mobility Element	Design
Pine Barren Church Road		5	LOST IV	$ 100,000					$ 100,000	Ch. 8 - Mobility Element	Design
	Sidewalk Projects										
CR290 (Olive Road) West Phase I	RR Crossing to Davis Hwy	3 & 4	LOST IV			$ 500,000	$ 2,000,000		$ 2,500,000	Ch. 8 - Mobility Element	Funds to design and construct sidewalks; Design will cover Phases I and II
CR749 (Chemstrand Rd) (Central)	Nine Mile Rd to Ten Mile Rd	5	LOST IV	$ 300,000		$ 1,000,000	$ 1,000,000		$ 2,300,000	Ch. 8 - Mobility Element	Funds to construct sidewalks; CST estimate is $2M
CR749 (Chemstrand Rd) (South)	Nine Mile Rd to Johnson Ave	3	LOST IV			$ 1,000,000			$ 1,000,000	Ch. 8 - Mobility Element	Funds to design and construct sidewalks; Design and CST estimate is $1.5M
SR292 (Perdido Key Drive)	AL State Line to State Park	2	LOST IV	$ 2,246,000					$ 2,246,000	Ch. 8 - Mobility Element	Multi-Use Path
61st Ave	Tonawanda Dr to Fairfield Dr	2	TBD				$ 100,000		$ 100,000	Ch. 8 - Mobility Element	Fund to design sidewalks

2018-2022

Annual Update to the Five-Year

Schedule of Capital Improvements

Mass Transit

DEPARTMENT: MASS TRANSIT
DIVISION: MASS TRANSIT

MISSION STATEMENT

The mission of the Escambia County Area Transit System is to provide the citizens with mass transportation services throughout the Escambia County urban area in a safe, comfortable, efficient, and timely manner at a reasonable cost.

PROGRAM DESCRIPTION

The Mass Transit Department is responsible for the County public transportation program, which includes Escambia County Area Transit (ECAT) for fixed-route services and Escambia County Community Transportation (ECCT) for paratransit services. ITL Solutions, Inc. is contracted to manage the paratransit services as of October 1st. The Mass Transit Department receives funding from passenger revenue, contributions from Escambia County, and SRIA, UWF, FDOT, and FTA grants for capital and operating expenses. ECAT also administers the Escambia County ADA Paratransit Service and provides maintenance services for non- transit vehicles. On behalf of Escambia County, the designated Community Transportation Coordinator, ECCT operates paratransit services for the Florida Commission for Transportation Disadvantaged (Non-Sponsored) Program, ECAT's ADA Transportation, and other agency transportation services.

GOALS & OBJECTIVES – AT RECOMMENDED FUNDING LEVEL

Maintain passenger ridership at the highest-level possible consistent with a service level determined by fiscal constraints.
Maintain fare box revenue at the highest-level possible consistent with ridership and the latest BCC approved service level and fare structure.
Reduce operating expenses to a minimum consistent with service level, fare box revenues, and federal, state and local contributions.

SIGNIFICANT CHANGES FOR 2018-19

On February 15, 2018, Board of County Commissioners established the Escambia County Area Transit Authority as a Dependent Special District of Escambia, County, Florida. Escambia County Area Transit Authority is doing business as Escambia County Area Transit – ECAT.

PERFORMANCE MEASURES

Mass Transit Performance Measures

	2015	2016	2017	2018 Projected
Fixed Route				
Passenger Trips	1,494,210	1,443,463	1,476,400	1,445,102
Revenue Miles	1,482,981	1,502,021	1,587,679	1,586,846
Total Operating Expense	9,325,895	10,267,587	12,400,668	8,589,624
Operating Revenue	1,054,397	989,344	1,423,919	1,399,541
Vehicles Operated in Maximum Service	33	39	38	38
Revenue miles between Road Calls	15,448	16,877	17,072	TBD
Vehicles System Failures	96	89	93	TBD
Operating expense per Passenger Trip	$ 6.24	$ 7.11	$8.40	$5.94
Demand Response (Paratransit)				
Passenger Trips	90,789	88,688	89,858	101,579
Revenue Miles	855,486	963,323	877,123	901,642
Total Operating Expense	2,563,882	2,487,472	2,501,658	3,182,577
Operating Revenue	116,354	206,348	327,027	375,846
Vehicles Operated in Maximum Service	28	27	26	26
Revenue miles between Road Calls	17,459	34,404	20,884	TBD
Vehicles System Failures	49	28	42	TBD
Operating expense per Passenger Trip	$ 28.24	$ 28.05	$27.84	$ 31.33

ITEM NUMBER:415606 2 PROJECT DESCRIPTION:WEST FL REGIONAL PLN REGIONAL COMMUTER ASSISTANCE *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:COMMUTER TRANS. ASSISTANCE
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2018	2018	2019	2020	2021	GREATER THAN 2021	ALL YEARS
FEDERAL PROJECT NUMBER: <N/A>							
PHASE: OPERATIONS / RESPONSIBLE AGENCY: MANAGED BY WEST FL REG PLANNING COUNCIL							
DDR	1,000,006	0	0	0	0	220,000	1,220,006
DPTO	100,220	200,000	200,000	206,844	214,539	0	921,603
TOTAL <N/A>	1,100,226	200,000	200,000	206,844	214,539	220,000	2,141,609
TOTAL 415606 2	1,100,226	200,000	200,000	206,844	214,539	220,000	2,141,609
TOTAL Project:	1,100,226	200,000	200,000	206,844	214,539	220,000	2,141,609

ITEM NUMBER:421368 3 PROJECT DESCRIPTION:ESCAMBIA COUNTY TRANSIT NON-URBANIZED AREA 5311 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:OPERATING/ADMIN. ASSISTANCE
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2018	2018	2019	2020	2021	GREATER THAN 2021	ALL YEARS
FEDERAL PROJECT NUMBER: <N/A>							
PHASE: OPERATIONS / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA COUNTY							
DU	0	150,000	0	0	0	0	150,000
LF	0	150,000	0	0	0	0	150,000
TOTAL <N/A>	0	300,000	0	0	0	0	300,000
TOTAL 421368 3	0	300,000	0	0	0	0	300,000
TOTAL Project:	0	300,000	0	0	0	0	300,000

ITEM NUMBER:421717 2 PROJECT DESCRIPTION:FLORIDA/ALABAMA TPO PLANNING SECTION 5303 GRANT *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:MODAL SYSTEMS PLANNING
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2018	2018	2019	2020	2021	GREATER THAN 2021	ALL YEARS
FEDERAL PROJECT NUMBER: <N/A>							
PHASE: PLANNING / RESPONSIBLE AGENCY: MANAGED BY FLORIDA - ALABAMA TPO							
DDR	17,148	0	0	0	0	0	17,148
DPTO	78,480	13,831	0	0	0	0	92,311
DU	765,048	110,644	0	0	0	0	875,692
LF	95,630	13,831	0	0	0	0	109,461
TOTAL <N/A>	956,306	138,306	0	0	0	0	1,094,612
TOTAL 421717 2	956,306	138,306	0	0	0	0	1,094,612
TOTAL Project:	956,306	138,306	0	0	0	0	1,094,612

ITEM NUMBER:421733 1 PROJECT DESCRIPTION:ESCAMBIA CO ECAT 5307 CAPITAL FLEX PREVENTIVE MAINTENANCE *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:CAPITAL FOR FIXED ROUTE
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2018	2018	2019	2020	2021	GREATER THAN 2021	ALL YEARS
FEDERAL PROJECT NUMBER: FTAX 003 A							
PHASE: CAPITAL / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA COUNTY							
FTAT	1,950,000	300,000	300,000	300,000	300,000	300,000	3,450,000
LFF	487,500	75,000	75,000	75,000	75,000	75,000	862,500
SU	1,950,000	300,000	300,000	300,000	300,000	300,000	3,450,000
TOTAL FTAX 003 A	4,387,500	675,000	675,000	675,000	675,000	675,000	7,762,500
TOTAL 421733 1	4,387,500	675,000	675,000	675,000	675,000	675,000	7,762,500
TOTAL Project:	4,387,500	675,000	675,000	675,000	675,000	675,000	7,762,500

ITEM NUMBER:422257 1 PROJECT DESCRIPTION:ESCAMBIA COUNTY ECAT TRANSIT OPERATING ASSISTANCE *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:OPERATING FOR FIXED ROUTE
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2018	2018	2019	2020	2021	GREATER THAN 2021	ALL YEARS
FEDERAL PROJECT NUMBER: <N/A>							
PHASE: OPERATIONS / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA COUNTY							
DDR	2,447,647	888,755	918,096	964,001	1,012,201	1,062,812	7,293,512
DPTO	2,302,230	0	0	0	0	0	2,302,230
LF	4,749,777	888,755	918,096	964,001	1,012,201	1,062,812	9,595,642
TOTAL <N/A>	9,499,654	1,777,510	1,836,192	1,928,002	2,024,402	2,125,624	19,191,384
TOTAL 422257 1	9,499,654	1,777,510	1,836,192	1,928,002	2,024,402	2,125,624	19,191,384
TOTAL Project:	9,499,654	1,777,510	1,836,192	1,928,002	2,024,402	2,125,624	19,191,384

ITEM NUMBER:422260 1 PROJECT DESCRIPTION:ESCAMBIA COUNTY CORRIDOR ECAT TRANSIT OPERATING ASSISTANCE *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:URBAN CORRIDOR IMPROVEMENTS
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2018	2018	2019	2020	2021	GREATER THAN 2021	ALL YEARS
FEDERAL PROJECT NUMBER: <N/A>							
PHASE: OPERATIONS / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA COUNTY							
DDR	2,934,249	49,064	105,002	0	0	445,290	3,533,605
DPTO	1,138,285	370,936	329,057	447,081	450,000	0	2,735,359
TOTAL <N/A>	4,072,534	420,000	434,059	447,081	450,000	445,290	6,268,964
TOTAL 422260 1	4,072,534	420,000	434,059	447,081	450,000	445,290	6,268,964
TOTAL Project:	4,072,534	420,000	434,059	447,081	450,000	445,290	6,268,964

ITEM NUMBER:429262 1 PROJECT DESCRIPTION:ESCAMBIA COUNTY SECTION 5307 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:CAPITAL FOR FIXED ROUTE
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2018	2018	2019	2020	2021	GREATER THAN 2021	ALL YEARS
FEDERAL PROJECT NUMBER: <N/A>							
PHASE: CAPITAL / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA COUNTY							
FTA	4,400,000	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000	15,400,000
LF	1,100,000	550,000	550,000	550,000	550,000	550,000	3,850,000
TOTAL <N/A>	5,500,000	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	19,250,000
TOTAL 429262 1	5,500,000	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	19,250,000
TOTAL Project:	5,500,000	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	19,250,000

ITEM NUMBER:430995 2 PROJECT DESCRIPTION:ESCAMBIA COUNTY SECTION 5310 CAP-OP *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:CAPITAL FOR FIXED ROUTE
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2018	2018	2019	2020	2021	GREATER THAN 2021	ALL YEARS
FEDERAL PROJECT NUMBER: <N/A>							
PHASE: CAPITAL / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA COUNTY							
FTA	1,396,580	350,000	350,000	350,000	350,000	350,000	3,146,580
LF	603,080	85,500	87,500	87,500	87,500	87,500	1,038,580
TOTAL <N/A>	1,999,660	435,500	437,500	437,500	437,500	437,500	4,185,160
TOTAL 430995 2	1,999,660	435,500	437,500	437,500	437,500	437,500	4,185,160

ITEM NUMBER:430995 3 PROJECT DESCRIPTION:ESCAMBIA COUNTY SECTION 5307 OPERATING *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:OPERATING FOR FIXED ROUTE
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2018	2018	2019	2020	2021	GREATER THAN 2021	ALL YEARS
FEDERAL PROJECT NUMBER: <N/A>							
PHASE: OPERATIONS / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA COUNTY							
FTA	7,800,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	12,800,000
LF	7,800,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	12,800,000
TOTAL <N/A>	15,600,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	25,600,000
TOTAL 430995 3	15,600,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	25,600,000

ITEM NUMBER:430995 4 PROJECT DESCRIPTION:ESCAMBIA COUNTY SECTION 5339 CAPITAL *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:CAPITAL FOR FIXED ROUTE
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2018	2018	2019	2020	2021	GREATER THAN 2021	ALL YEARS
FEDERAL PROJECT NUMBER: <N/A>							
PHASE: CAPITAL / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA COUNTY							
FTA	1,500,420	300,084	300,084	300,084	300,084	300,084	3,000,840
LF	375,105	75,021	75,021	75,021	75,021	75,021	750,210
TOTAL <N/A>	1,875,525	375,105	375,105	375,105	375,105	375,105	3,751,050
TOTAL 430995 4	1,875,525	375,105	375,105	375,105	375,105	375,105	3,751,050
TOTAL Project:	19,475,185	2,810,605	2,812,605	2,812,605	2,812,605	2,812,605	33,536,210

ESCAMBIA COUNTY AREA TRANSIT

System Map 2017

Effective Date: January 2017

For real time bus stop arrival info, scan

or go to www.goecat.com and select ECAT Tracker

LEGEND

- 1 Oakcrest / Cerny Heights
- 2 Brownsville / Myrtle Grove
- 31 Cordova Mall / 12th Avenue
- 32 9th Avenue / Pensacola State College
- 41 East Pensacola Heights
- 43 University of West Florida / Scenic Heights
- 44 Brownsville / North Hill
- 45 Davis Highway / Carlisle
- 47 Bellview / Montclair
- 48 Baptist Hospital / MC Blanchard
- 50 Wedgewood / Lincoln Park
- 51 Ensley / Brentwood
- 52 Ensley / Brentwood
- 55 Pace Boulevard / Warrington
- 57 NAS Pensacola / Navy Point
- 58 Corry Station / Naval Hospital
- 59A NATTC / Pensacola International Airport
- 59X Corry Station / NAS Pensacola / Cordova Mall
- 60 Century
- 61 Pensacola Beach
- 63 Michigan Ave / Pensacola International Airport
- 64 Beach Jumper
- 65 Pensacola Beach Trolley (Seasonal)

UWF Trolley / Express Shuttle

Pensacola Beach Trolley

T Transfer Point

Point of Interest

H Hospital

110 Interstate

29 US Highway

©2016 Escambia County Area Transit
Design by Smartmaps, Inc.

PSC Transfer Center
31,43,52,63

ECAT Transfer Center
Rosa L. Parks Complex
1,2,32,44,45,47,48,50,
51,52,55,59A,60,61

Downtown Pensacola
(See Inset Map)

DOWNTOWN PENSACOLA

Downtown Transfer Center
2,31,32,41,44,45,
48,57,58,59A,61

0 1 2 Miles

For route or schedule information, contact ECAT Customer Service at 850-595-3228 or go to www.goecat.com

EXHIBIT B

Florida-Alabama TPO

Transportation Planning Organization

FY 2019 -2023
Transportation Improvement Program (TIP)

Adopted: June 13, 2018

Amended: September 12, 2018

"…planning for the future transportation needs of the Pensacola FL-AL Urbanized Area…"

For information regarding this document, please contact:
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Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translations services (free of charge) should contact Kathy Saldana at (850) 332-7976 or (1-800-995-8771 for TTY- Florida) or by email at kathy.saldana@wfrpc.org

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Executive Summary

The purpose of the Transportation Improvement Program is to provide a project listing that reflects the needs and desires of the Transportation Planning Organization (TPO) Study Area. The TIP is also developed to reflect the financial restraints within the various funding sources and programs. The TIP is a five-year plan for transportation improvements within the TPO Study Area; it contains information about the type of work to be completed, project phasing, estimated costs, and funding sources. The Code of Federal Regulations defines the Transportation Improvement Program (TIP) as a "prioritized listing/program of transportation projects covering a period of four years that is developed and formally adopted by a TPO (transportation planning organization) as part of the metropolitan planning process, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53" [23 C.F.R 450.104]. Florida Statute requires the addition of a fifth year to the TIP [339.175(8)(c)(1)]. The TIP is also required to include all regionally significant projects, regardless of funding [23 C.F.R 450.324(d)].

The TIP is developed by the Florida-Alabama TPO in cooperation with the Florida Department of Transportation (FDOT), the Alabama Department of Transportation (ALDOT), and the local governments in the TPO region. These cooperating agencies provide the Florida-Alabama TPO with estimates of available federal and state funds for use in development of the financial plan. In the development of the Department's 5 Year Work Program an inflation factor is applied to all appropriate phases of years one through five of the program. The inflation factors and application to appropriate phases is discussed in the Department's Work Program Instructions. Therefore, the projects in the TIP are presented in Year of Expenditure (YOE), which takes into account the inflation rate over the five years in the TIP.

Financial Plan:

The TIP is financially constrained for each year. Federally funded projects identified in the TIP can be implemented using current and proposed revenue sources based on the FDOT's Tentative Work Program, the ALDOT Work Program, and locally designated transportation revenues. As required by federal and state law, a summary of available funds by funding category and project type for the state and federally funded projects contained within the TIP has been included in Appendix F [23 C.F.R. 450.324(a) and Subsection 339.175(8), F.S.] The detailed project listing and financial summary "contain system-level estimates of costs and revenue sources that are reasonably expected to be available to adequately operate and maintain Federal-aid highways (as defined by 23 U.S. C. 101(a)(5)) and public transportation (as defined by title 49 U.S.C. Chapter 53) [23 CFR 450.324 (h)].

To further ensure the financial soundness of the TIP, all projects funded by the Florida Department of Transportation with federal or non-federal dollars are considered committed projects if included in the first three years of the FDOT Five-

Year Work Program. Section 339.135(4)(b)(5) Florida Statutes mandates that the FDOT Work Program include a balanced 36-month forecast of cash and expenditures and a five-year finance plan supporting the Work Program. All local government projects (non-federally funded) that are included in the TIP are a part of a member local government's capital improvement program. Non-federally funded projects with funding in the first year of local government capital improvement element or capital improvement programs are considered to be committed projects.

Project Categories:

Capacity - Projects (such as widening existing roads or building roads on new alignments) in the TIP are from the Cost Feasible Plan of the TPO Long Range Transportation Plan Update and the Project Priorities.

Transportation Systems Management (TSM) – Drawn from the FDOT Candidate list and the TPO Priorities for TSM Improvements, these projects may also be identified in the TPO's Congestion Management Process Plan, Corridor Management Plans, and Safety Plans. Some are part of studies by FDOT or local governments and are needed to improve mobility and /or safety at intersections and along existing roadways. TSM projects are typically low-cost and can be constructed in less than two years with allocated District 3 funds.

Transportation Alternatives – The Transportation Alternatives Program (TAP) authorized under Section 1122 of MAP-21 (23 U.S.C. 213(b), 101(a)(29)) provides funding for programs and projects defined as transportation alternatives. Section 1122 of MAP-21 provides for the reservation of funds apportioned to a State under section 104(b) of title 23 to carry out TAP. The national total reserved for TAP is equal to 2 percent of the total amount authorized from the Highway Account of the Highway Trust Fund for Federal-aid highways each fiscal year. (23 U.S.C. 213(a)). The Enhancement Program of SAFETTEA-LU is now part of the Transportation Alternatives Program of MAP-21. The FAST Act continued TAP from MAP-21.

Under 23 U.S.C. 213(b) eligible activities under the TAP program consist of:

1. Transportation Alternatives as defined in 23 U.S.C. 101(a)(29) (MAP-21 1103):
    A. Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.
    B. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.

C. Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other nonmotorized transportation users.
D. Construction of turnouts, overlooks, and viewing areas.
E. Community improvement activities, including-
    i. inventory, control, or removal of outdoor advertising;
    ii. historic preservation and rehabilitation of historic transportation facilities;
    iii. vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
    iv. archaeological activities relating to impacts from implementation of a transportation project eligible under title 23.
F. Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to-
    i. address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff, including activities described in sections 133(b)(11), 328(a), and 329 of title 23; or
    ii. reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

2. The recreational trails program under section 206 of title 23.
3. The safe routes to school program under section 1404 of the SAFETEA-LU.
    A. Infrastructure-related projects.-planning, design, and construction of infrastructure-related projects on any public road or any bicycle or pedestrian pathway or trail in the vicinity of schools that will substantially improve the ability of students to walk and bicycle to school, including sidewalk improvements, traffic calming and speed reduction improvements, pedestrian and bicycle crossing improvements, on-street bicycle facilities, off-street bicycle and pedestrian facilities, secure bicycle parking facilities, and traffic diversion improvements in the vicinity of schools.
    B. Noninfrastructure-related activities to encourage walking and bicycling to school, including public awareness campaigns and outreach to press and community leaders, traffic education and enforcement in the vicinity of schools, student sessions on bicycle and pedestrian safety, health, and environment, and funding for training, volunteers, and managers of safe routes to school programs.
    C. Safe Routes to School coordinator.

4. Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

Bicycle/Pedestrian – $350,000 per year is funded annually for bicycle and pedestrian Master Plan projects. These projects are identified in the TPO Bicycle Pedestrian Plan and are added to the Long Range Transportation Plan.

Public Transportation – Transit projects are drawn from the TPO Five Year Transit Development Plan and the local transit operator provides priorities to the TPO. Projects for Community Transportation Coordinator (CTC) and the Escambia County Area Transit (ECAT) fixed route service are included in the TIP. The FTA is the primary funding source for ECAT projects, with supplementation by matching grants by the city of Pensacola and Escambia County. The CTC receives funding directly from the Commission for the Transportation Disadvantaged.

Aviation – Aviation projects are drawn from the airport master Plan and Airport Layout Plan, developed by local authorities and reviewed by the DOT and the Federal Aviation Administration (FAA). Project Priorities are given to the TPO for inclusion in the report and may be funded by the FAA, FDOT, or Airport Authority. Airfields included in this report are the Pensacola International Airport and the Peter Prince Field in Milton.

Seaport - Port projects are drawn from the adopted Port Master Plan, for area deep water seaports. They are primarily the domain of city government, and though the TIP is consistent with city plans, their inclusion is primarily due to the formation of the Seaport and Economic Development Trust Fund. This fund provides state money through the Florida Ports Council for port projects. The Port of Pensacola is the only deep water port in this report.

Resurfacing – Also known as system preservation, these projects are determined by the FDOT. While the TPO may ask that particular roadways be examined for resurfacing needs, the priority for resurfacing is based on an engineering evaluation of pavement condition. Resurfacing projects on the State Highway System are funded through a statewide program.

Bridge – These projects are selected by the FDOT on criteria established through bridge inspections. Bridge Sufficiency Ratings are established by the FHWA and are on a 0 (worst) to 100 (best). Funds are generally available for rehabilitation work if the bridge rating falls below 80, or are available for replacement if the rating falls below 50. For bridges off the state highway system, the engineering costs will be the owner's responsibility. All other phases (excluding in-house phases) are to be split 75% Federal (from the set-aside) and 25% owner up to a total cost of $5 million (limiting federal participation on each bridge to $3.75 million). This limitation excludes in-house phases.

Miscellaneous - Supplemental projects not fitting into any of the other category. An example is planning funds for the MPO/TPO Process.

Project Selection:

Project selection is dependent on the priorities for the various projects and on financial constraints. The selection of priorities for the TPO Study Area involves various forms of input including input from the citizens and through the Citizens' Advisory Committee and the Technical Coordinating Committee making recommendations to the TPO.

Important components of Federal and State Legislation for Transportation Improvement Programs include:

1. TIP/STIP must be updated at least every four (4) years and contain four years worth of projects.

2. Proposed TIP projects must be derived from locally developed public "human transit" transportation services including: Special Needs of Elderly Individuals and Individuals with Disabilities (See U.S.C. 49 sections 5310)

3. Visual aids should be included in TIP development such as photographs, charts, graphs, and any other visual aid that would enhance public knowledge of the project.

The Fixing America's Surface Transportation (FAST) Act retains the eight (8) Planning Factors as the *Scope of the Planning Process* from MAP-21, plus two (2) additional Planning Factors. The ten (10) Planning Factors are:

(A) support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;

(B) increase the safety of the transportation system for motorized and nonmotorized users;

(C) increase the security of the transportation system for motorized and nonmotorized users;

(D) increase the accessibility and mobility of people and for freight;

(E) protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;

(F) enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;

(G) promote efficient system management and operation;

(H) emphasize the preservation of the existing transportation system;

(I) improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation; and

(J) enhance travel and tourism.

Project Priority Statement:

The Florida-Alabama TPO Adopted Project Priorities for Fiscal Years 2019-2023 is in Appendix E.

Consistency with Other Plans:

In accordance with these federal and state laws, this TIP covers five fiscal years and is consistent with the Florida Transportation Plan, the Florida-Alabama Long Range Transportation Plan (LRTP), the Congestion Management Process Plan (CMPP) and the local government comprehensive plans. The TIP contains project information for the construction and maintenance of the transportation facilities of the TPO Study Area. Facility types vary from roads, highways and bridges to seaports, airports, and bicycle and pedestrian accommodations. The TIP also includes project information for the various public transportation systems such as local bus and trolley systems and the Transportation Disadvantaged Program.

Implemented Projects:

Annually, FDOT, ALDOT, and Escambia County Area Transit produce lists of projects that have had federal funds obligated to them in the preceding year. These lists of projects for Fiscal Year 2018 are in Appendix D.

Public Involvement:

The public participation process for the FY2019-2023 TIP began during April, May, June, and July of 2017 with the development of the TPO's Project Priorities. In June 2017, the draft Project Priorities were presented to the TPO and its advisory committees, the Citizens' Advisory Committee and the Technical Coordinating Committee. This review of the Project Priorities was advertised within TPO's agenda in the local newspapers and it was sent by news release to local media. Public Workshops to review and comment on the Project Priorities were held in April 2017. Notifications were sent to various community groups, inviting them to attend the workshops or one of the TPO meetings. In July, the proposed final Project Priorities were presented to the advisory committees for final review and to the TPO for adoption. The adoption of the Priorities in July 2017 was part of TPO agenda, so it was advertised in local newspapers and issued as a news release. A public hearing was held at that meeting to allow an additional opportunity for public involvement. The adopted Project Priorities are in Appendix E.

In October, FDOT held a public workshop to gather public comments on its Tentative Five-Year Work Program, which includes selected TPO Project Priorities. In October, FDOT presented the Tentative Five-Year Work Program to the TPO for endorsement; that TPO meeting was also advertised with the local media. Public comments gathered throughout the creation of the Project Priorities and in the review of the Tentative Work Program have been taken into account through each step of the planning process. As such, this TIP reflects a combination of the public's interests as well as the interests of the various government agencies that are participants in the TPO planning process.

In cases where public comment is significant, 23 Code of Federal Regulations (CFR) Part 450 requires the following: "When significant written and oral comments are received on the draft transportation plan or TIP (including the financial plan) as a result of the public participation process or the interagency consultation process required by EPA's conformity regulations [for air quality], a summary, analysis, and report on the disposition of comments shall be made part of the final plan and TIP." The public comments received in the review of the Project Priorities are listed in Appendix E. In addition, the public comments received during the development of the TIP are listed in Appendix K.

Certification:

The last Joint FDOT/TPO Certification was held on January 26, 2018. The Joint FDOT/TPO Certification is an annual process in FDOT District 3. The ALDOT/TPO Self Certification Statement is included in Appendix I. Lastly, the last Federal Highway Administration's certification of the TPO occurred in June 2014.

Air Quality:

The Clean Air Act (CAA) requires the Environmental Protection Agency (EPA) to develop and enforce air quality standards. Under the CAA, the EPA is mandated to review standards for criteria pollutants every five years. Criteria pollutants are listed as carbon monoxide (CO), nitrogen dioxide (NO_2), ozone (O_3), sulfur dioxide (SO_2), and particulate matter 2.5 or 10. The National Ambient Air Quality Standard (NAAQS) for ozone was last reviewed in 2008 at which time the EPA lowered the standard from 85 ppb to the current standard of 75 ppb. On January 19, 2010, the EPA published a Notice of Proposed Rulemaking in the Federal Register, with the intention of strengthening the NAAQS for ground level ozone. On October 1, 2015, the EPA finalized revisions to the National Ambient Air Quality Standards (NAAQS) for ground-level ozone. The rule sets more stringent standards, lowering both the primary (health-based) and secondary (welfare-based) standards from 75 parts per billion (ppb) to 70 ppb.

The TPO staff for the Florida– Alabama Transportation Planning Organization (TPO) monitors air quality and ozone readings for the TPO on a quarterly basis. The FL-AL TPO is currently in attainment for ground level ozone. In anticipation of the lowered standard, the TPO staff is interacting with government agencies and the public to ensure that air quality affected by ground-level ozone can be readily

addressed and mitigated to maintain air quality compliance. TPO staff will establish regional air quality reporting guidelines and increase interaction with the public and local governments, repositioning as an information resource for air quality in Northwest Florida. There are five air quality monitoring sites located within Northwest Florida. Three of which are in Escambia and Santa Rosa counties. Data collected from these monitors and updates on the NAAQS will be reported to the FL – AL TPO and Advisory Committees quarterly.

Congestion Management Process Plan:

The TPO is responsible for implementing the Congestion Management Process Plan (CMPP), and projects identified in the Plan are included in the TIP. The TPO updates its Congestion Management Process Plan in conjunction with the Long Range Transportation Plan. Projects identified through the CMPP can be a priority for Transportation Systems Management as they are submitted as a "candidate" project by FDOT.

Transportation Disadvantaged (TD):

The Florida Commission for the Transportation Disadvantaged requires each county to submit Annual Performance Reports to review the services provided and costs for those services. The Annual Performance Reports for Escambia and Santa Rosa County are in Appendix F.

Level of Effort (LVOE) - Alabama Projects Only (See Appendix I):

Projects in the STIP/TIP, referred to as Level of Effort (LVOE) projects, represent grouped projects not considered of appropriate scale to be identified individually. Projects may be grouped by function, work type, and/or geographical area, using the applicable classifications under 23 CFR 771.117(c) and (d), and/or 40 CFR part 93. In nonattainment and maintenance areas, project classifications must be consistent with the *exempt* project classifications contained in the EPA transportation conformity regulations (40 CFR part 93).

LVOE projects are placed in the STIP/TIP according to selected funding programs, with the planned funding amounts for each year. ALDOT, and the affected TPOs, will be required to make a formal amendment to the STIP/TIPs for any adjustment of funding of an LVOE group that exceeds 20 percent of its originally-planned funding to a particular Region. The selected statewide funding programs include:

- Transportation Alternative Program (TAP)
- Safety Projects [Hazard elimination, roadway and rail, high-speed passenger rail, seatbelt, blood alcohol content, and others.]
- Recreational Trails [Funds are transferred to ADECA.]
- Federal-Aid Resurfacing Program for each ALDOT Region
- County Allocation Funds [Off-system bridges and STP non-urban.]
- Federal Transit Programs: 5307 (urbanized), 5310 (Elderly and Disabilities)

- 5311 (non-urban), and 5339 (Buses and Bus Facilities)

Addition or deletion of individual LVOE projects are considered an administrative modification, and do not require any further TPO action prior to authorization, subject to the dollar thresholds established in the sections above. ALDOT will maintain a matrix listing, on the STIP website, of LVOE projects for each of the five ALDOT Regions. The TPOs will be notified as soon as any specific projects within their urban areas, are identified and selected, and will have ten (10) days to decline the project. Additionally, the TPOs will be notified as soon as any safety projects are modified or deleted within their urban areas and will have ten (10) days to decline the project deletion or change.

Level of Effort (LVOE) holds funds that are not dedicated to specific projects, and may be used to cover cost increases, or add new projects or project phases. LVOE shall not exceed the thresholds, or the requirements, of any other items that require an amendment. LVOE may include the Statewide Transportation Alternatives Program (TAP), Safety Projects, Federal-Aid Resurfacing, Off-System Bridge, STP Non-Urban, and FTA Programs 5307, 5310, 5311, and 5339.

Level of Effort resurfacing shall be programmed annually for the five (5) ALDOT Regions and shown as line items in each category for each Region. Projects or project lists will be added as soon as available, and TPOs will be notified of all changes that occur in the lists.

Amendment Process -- Florida Projects Only:

For Administrative Modifications to the TIP, TPO action is not required. The Transportation Planning Manager approves this type of amendment by signature, then copies are placed in the next TPO agenda as an information item and the TIP is updated with the amended information and the amended date in the cover is updated.

TIP Amendments and Modifications are governed by the FDOT MPO Handbook:

1. The complete Transportation Improvement Program shall be adopted only upon a vote of TPO, assembled in a properly noticed public meeting;

2. In order to expedite amendments to the TIP, the TPO authorizes the Transportation Planning Manager to administratively approve airport, public transportation, and seaport project amendments which do not materially affect surface transportation traffic volumes or traffic distribution in the vicinity of the subject airport, public transportation facility, or seaport;

3. The TPO authorizes the Transportation Planning Manager to administratively approve roll-forward amendments, to ensure that approved projects that did not get authorized by June 30 remain eligible for authorization after July 1;

4. If the TPO is requested to amend its TIP on an emergency basis, such as during a period when the TPO is not scheduled to meet, the TPO authorizes its Chairman or the Transportation Planning Manager to approve projects less than $2.0 million;

5. The TPO also authorizes the Transportation Planning Manager to administratively approve amendments to the TIP which do not meet any one of the five criteria which require a formal TIP amendment: (a) addition of new individual projects; (b) change adversely impacts financial constraint of the TIP; (c) change results in major scope changes; (d) deletion of a project from the TIP; or (e) change in project cost greater than 20% AND $2.0 million;

6. The TPO requires the Transportation Planning Manager to inform the TPO of all TIP amendments approved under these authorizations at least once per quarter; and

Project Priorities amendments must be approved by the TPO by formal action. They must be placed on the TPO agenda and listed in the legal ad placed for the meeting. Approval of an amendment to the Project Priorities must be by roll-call vote. Once approved, the Project Priorities are updated with the amended information and copies of the amendment are provided to FDOT

Safety Performance Measures:

Performance Management is a strategic approach to connect investment and policy decisions to help achieve performance goals. Performance measures are quantitative criteria used to evaluate progress. Performance measure targets are the benchmarks against which collected data is gauged. The Moving Ahead for Progress in the 21st Century Act (MAP-21) requires State DOTs and TPOs to conduct performance-based planning by tracking performance measures and setting data-driven targets to improve those measures. Performance-based planning ensures the most efficient investment of federal transportation funds by increasing accountability, transparency, and providing for better investment decisions that focus on key outcomes related to seven national goals:

- Improving Safety;
- Maintaining Infrastructure Condition;
- Reducing Traffic Congestion;
- Improving the Efficiency of the System and Freight Movement;
- Protecting the Environment; and,
- Reducing Delays in Project Delivery.

The Fixing America's Surface Transportation (FAST) Act supplements the MAP-21 legislation by establishing timelines for State DOTs and TPOs to comply with the requirements of MAP-21. State DOTs are required to establish statewide targets and TPOs have the option to support the statewide targets or adopt their own.

Safety is the first national goal identified in the FAST Act. In March of 2016, the Highway Safety Improvement Program (HSIP) and Safety Performance

Management Measures Rule (Safety PM Rule) was finalized and published in the *Federal Register.* The rule requires TPOs to set targets for the following safety-related performance measures and report progress to the State DOT:

- Fatalities;
- Serious Injuries;
- Nonmotorized Fatalities and Serious Injuries;
- Rate of Fatalities per 100 Million Vehicle Miles Traveled (VMT); and
- Rate of Serious Injuries per 100 Million VMT.

The Florida and Alabama Departments of Transportation Highway Safety Improvement Plans (HSIP) focused on how to accomplish the vision of eliminating fatalities and reducing serious injuries on all public roads. The HSIP development process included review of safety-related goals, objectives, and strategies in TPO plans. The HSIP guides FDOT, ALDOT, TPOs, and other safety partners in addressing safety and defines a framework for implementation activities to be carried out throughout each State.

The HSIP highlights the commitment to a vision and initiative of zero deaths. The HSIP annual report documents the statewide performance measures toward that zero deaths vision and initiative. As such, the TPO supported the adoption of the HSIP safety performance measures, FDOT's 2018 safety targets, which set the target at "0" for each performance measure to reflect FDOT's goal of zero deaths, and ALDOT's 2018 safety targets, which set the targets at 1,010 for Number of Fatalities; 1.490 for Rate of Fatalities per Hundred Million Vehicle Miles Traveled; 8,369 for Number of Serious Injuries; 12.420 for Rate of Serious Injuries per Hundred Million Vehicle Miles Traveled, and 390 for Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries to reflect ALDOT's Towards Zero Death Initiative. The TPO supported the FDOT and ALDOT targets by approving Resolution 18-01 on February 14, 2018.

The TIP considers potential projects that fall into specific investment priorities. For the Florida-Alabama TPO, this includes the Safe Routes to School and the Escambia-Santa Rosa Community Traffic Safety Team Programs; and Bridge, Capacity, Bicycle/Pedestrian, Transportation Alternative, Transportation System Management, Public Transportation, Resurfacing, Aviation, Port, and other Miscellaneous categories in the TIP. The expectation of the TIP projects in each of these categories is to improve safety and to reduce fatalities once these projects are constructed.

The TIP includes specific investment priorities that support the TPO's goals including safety. The Evaluation Criteria in the LRTP provides the highest weight to Safety which filters down to Project Priorities, and the TIP. The TPO will continue to coordinate with FDOT, ALDOT, and transit providers to develop targets for the

additional performance measures (Asset Management, Freight, System Performance, Bridge, and Pavement) and incorporate the other requirements of the federal performance management process.

As identified in CFR 450.326(d), a description of the anticipated effect of the TIP toward achieving the performance targets in the metropolitan transportation plan will be included in the next Long Range Transportation Plan which will be adopted by November 3, 2020. In the interim, the TPO will work with both Florida and Alabama Departments of Transportation to complete a Systems Performance Report annually and to comply with the requirements for TIP amendments for the Performance Measures since the May 27, 2018 date has now passed.

How do I get to full project costs and other project details?

Transportation projects for Baldwin, Escambia, and Santa Rosa counties are either within the Florida-Alabama TPO planning area boundary or in the non TPO area.

The normal project production sequence is to have a Project Development and Environment (PD&E) phase, a Design (PE) phase, a Right of Way (ROW) phase and a Construction (CST) phase. Some projects may not have a ROW phase, if land is not needed to complete the project. Costs on the TIP pages for projects on the SIS will have historical costs, five years of the current TIP and five years beyond the current TIP, which may or may not be the total project cost. If there is no CST phase on the TIP page, then the entry will probably not be reflective of the total project cost. For some projects, such as resurfacing, safety or operational projects, there may not be a total cost provided but rather additional details on that program.

The SIS is a network of high priority transportation facilities which includes the state's largest and most significant commercial service airports, spaceport, deepwater seaports, freight rail terminals, passenger rail and intercity bus terminals, rail corridors, waterways and highways. All projects on the SIS will have a SIS identifier on the TIP page.

For costs beyond the ten year window, access to the Long Range Transportation Plan (LRTP) is provided. The link to the LRTP is: http://www.wfrpc.org/programs/fl-al-tpo/long-range-plan. The LRTP reference on the TIP page provides the information necessary to locate the full project costs and/or additional details, regarding the project in the LRTP. When the LRTP reference in the TIP states modification and \ or amendment report, the most recent report is used. Appendix C is a status report for on-going projects.

Full Project Costs in TPO Planning Area Boundary

Projects on the Strategic Intermodal System (SIS) - The normal project production sequence is to have a Project Development and Environment (PD&E) phase, a

Design (PE) phase, a Right of Way (ROW) phase and a Construction (CST) phase. Some projects may not have a ROW phase, if land is not needed to complete the project. Costs on the TIP pages for projects on the SIS will have historical costs, five years of the current TIP, and five years beyond the current TIP, which may or may not be the total project cost. If there is no CST phase, then the entry will probably not be reflective of the total project cost. For some projects, such as resurfacing, safety or operational project, there may not be a total cost provided but rather additional details on that program.

The SIS is a network of high priority transportation facilities which includes the state's largest and most significant commercial service airports, spaceport, deep water seaports, freight rail terminals, passenger rail and intercity bus terminals, rail corridors, waterways and highways. All projects on the SIS will have a SIS identifier on the TIP page.

For costs beyond the ten year window, access to the Long Range Transportation Plan (LRTP) is provided. The link to the LRTP is http://www.wfrpc.org/programs/fl-al-tpo/long-range-plan. The LRTP reference on the TIP page provides the information necessary to locate the full project costs and/or additional details regarding the project in the LRTP (See example TIP page below). If there is no LRTP reference in the TIP, full project cost for that project is provided in the TIP.

Non SIS projects - The normal project production sequence is to have a Project Development and Environment (PD&E) phase, a Design (PE) phase, a Right of Way (ROW) phase and a Construction (CST) phase. Some projects may not have a ROW phase, if land is not needed to complete the project. Costs on the TIP pages for projects not on the SIS will have historical costs and five years of the current TIP, which may or may not be the total project cost. If there is no CST phase, then the entry will probably not be reflective of the total project cost. For some projects, such as resurfacing, safety or operational projects, there may not be a total cost provided but rather additional details on that program.

Total project costs and other project details will be accessible in the TIP for all non SIS projects in the TIP. All non SIS projects will have a Non-SIS identifier on the TIP page.

For costs beyond the five year window, access to the Long Range Transportation Plan (LRTP) is provided. The link to LRTP is http://www.wfrpc.org/programs/fl-al-tpo/long-range-plan. The LRTP reference on the TIP page provides the information necessary to locate the full project costs and/or additional details regarding the project in the LRTP. If there is no LRTP reference in the TIP, full project cost for that project is provided in the TIP. When the LRTP reference in the TIP states modification and \ or amendment report, the most recent report is used.

Full Projects Costs in the Non TPO area

Projects on the Strategic Intermodal System (SIS) - The SIS is a network of high priority transportation facilities which includes the state's largest and most

significant commercial service airports, spaceport, deep water seaports, freight rail terminals, passenger rail and intercity bus terminals, rail corridors, waterways and highways. Total project costs and other project details will be accessible through the Statewide Transportation Improvement Program (STIP) for highways on the SIS. The STIP page will have a SIS and a County identifier to aid you in finding the total project cost (See example below) The STIP is accessible at http://www.dot.state.fl.us/OWPB/Federal/stip.shtm. The normal project production sequence is to have a Project Development and Environment (PD&E) phase, a Design (PE) phase, a Right of Way (ROW) phase and a Construction (CST) phase. Some projects may not have a ROW phase, if land is not needed to complete the project. Costs on the STIP pages for projects on the SIS will have historical costs and ten years worth of project costs, which may or may not be the total project cost. If there is no CST phase, then the entry will probably not be reflective of the total project cost. The total project cost will be reflected in the SIS Strategic Intermodal System Plan available at: http://www.dot.state.fl.us/planning/systems/programs/mspi/pdf/2040%20SIS%20Multi-Modal%20Unfunded%20Needs%20Plan%20Appendix5_1.pdf. For some projects, such as resurfacing, safety or operational project, and other short term projects, the STIP page will reflect the total project cost available for projects on the SIS.

Non SIS projects in non TPO areas - All costs for non SIS projects in the non TPO areas will have a non SIS identifier. These costs will be provided by the Florida Department of Transportation (FDOT) District Office. Please contact the FDOT District Office at 1-888-638-0250 (Chipley) for additional information on these projects.

DISCLAIMER: The ‘‘Total Project Cost’’ amount displayed for each of the federal and state funded projects in the TIP represents 10 years of programming in the Florida Department of Transportation’s (FDOT’s) Work Program database for projects on the Strategic Intermodal System (SIS) (FYs 2019 through 2028), and 5 years of programming in the FDOT Work Program for non-SIS projects (FYs 2019 through 2023), plus historical cost information for all projects having expenditures paid by FDOT prior to FY 2019. For a more comprehensive view of a particular project’s anticipated total project cost for all phases of the project, please refer to the TPO Long-Range Transportation Plan (LRTP).

For a more comprehensive view of a particular project's anticipated total project cost for all phases of the project, please refer to the Long Range Transportation Plan (LRTP). It should be noted, however, that some projects in the FDOT Work Program such as resurfacing, safety, or operational products may not be specifically referenced within the LRTP due to their short term nature. LRTP references to such projects in the TIP are referenced by LRTP Final Report Page Number. These LRTP references are intended to increase transparency and demonstrate consistency between the LRTP and TIP. The link to the LRTP is http://www.wfrpc.org/programs/fl-al-tpo/long-range-plan.

The Alabama Department of Transportation has directed that accident, incident, crash, injury, or fatality locations not be shown or presented in association with descriptions of transportation projects, facilities, or locations within the State of Alabama. This prohibition extends to all formal planning documents (UPWP, Long Range Plan, TIP, Congestion Management Plan, and Air Quality Conformity documentation) that include narrative or tabular project listings or descriptions. In addition, Alabama project costs are estimated using a 1% inflation factor, instead of the previous 4% for projecting out-year costs.

RESOLUTION FL-AL 18-11

A RESOLUTION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION ADOPTING THE FY 2019-2023 TRANSPORTATION IMPROVEMENT PROGRAM

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the governors of Florida and Alabama as being responsible, together with the states of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

WHEREAS, the Transportation Improvement Program (TIP) is adopted annually by the TPO and submitted to the governors of the state of Florida and State of Alabama, to the Federal Transit Administration, and through the States of Florida and Alabama to the Federal Highway Administration; and

WHEREAS, the TIP is periodically amended to maintain consistency with the Florida and Alabama Department of Transportation's Work Programs; and

WHEREAS, authorization for federal funding of projects within an urbanized area cannot be obtained unless the projects are included in the TPO's TIP; and

WHEREAS, the Transportation Improvement Program (TIP) shall be endorsed annually upon a roll call vote by the TPO and submitted to the governor of the state of Florida and the state of Alabama, to the Federal Transit Administration, and through the states of Florida and Alabama to the Federal Highway Administration; and

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) believes that the FY2019-2023 TIP listed below will support the performance targets established by the States and supported by the TPO.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION THAT:

The TPO adopts the FY2019-2023 Transportation Improvement Program, with any changes that may have been presented.

Passed and duly adopted by the Florida- Alabama Transportation Planning Organization on this 13th day of June 2018.

FLORIDA- ALABAMA TRANSPORTATION PLANNING ORGANIZATION

BY: _____
Rob Williamson, Chairman

ATTEST: _____

FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION
STATE OF FLORIDA

5-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	2021/22	2022/23	Total
ACBR - ADVANCE CONSTRUCTION (BRT)							
4093341	SR30 (US98)	588,244	0	0	0	0	**588,244**
4358161	SR 10 (US 90)	82,500	7,500	13,856,437	0	0	**13,946,437**
4371781	SR 289 9TH AVENUE	870,600	0	2,521,918	0	0	**3,392,518**
4376991	CR 4 W HWY 4	0	0	604,376	0	3,129,268	**3,733,644**
Total		**1,541,344**	**7,500**	**16,982,731**	**0**	**3,129,268**	**21,660,843**
ACBZ - ADVANCE CONSTRUCTION (BRTZ)							
4304681	O C PHILLIPS ROAD	0	25,450	0	1,049,102	0	**1,074,552**
4322851	CR 168	1,814,048	0	0	0	0	**1,814,048**
4322861	HANKS ROAD	1,544,360	0	0	0	0	**1,544,360**
4322871	DAWSON ROAD	0	26,125	0	1,161,703	0	**1,187,828**
4322881	CRARY ROAD	915,832	0	0	0	0	**915,832**
4339051	BRATT ROAD	3,017,755	0	0	0	0	**3,017,755**
Total		**7,291,995**	**51,575**	**0**	**2,210,805**	**0**	**9,554,375**
ACCM - ADVANCE CONSTRUCTION (CM)							
4377461	SR 95 (US 29)	50,061	0	0	0	0	**50,061**
Total		**50,061**	**0**	**0**	**0**	**0**	**50,061**
ACFP - ADVANCE CONSTRUCTION FREIGHT PROG (NFP)							
4130624	SR 8 (I-10)	3,080,000	0	0	0	0	**3,080,000**
Total		**3,080,000**	**0**	**0**	**0**	**0**	**3,080,000**
ACNP - ADVANCE CONSTRUCTION NHPP							
2185942	SR 95 (US 29)	0	0	3,260,000	200,000	5,528,803	**8,988,803**
2224761	SR 8 (I-10)	0	0	0	303,946	74,109,052	**74,412,998**
4331131	SR 8 (I-10)	836,592	0	0	0	0	**836,592**
4378441	SR 30 (US 98) GREGORY ST & BAYFRONT PKWY	31,921,337	0	0	0	0	**31,921,337**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	2021/22	2022/23	Total
ACNP - ADVANCE CONSTRUCTION NHPP							
4415881	SR 8 (I-10)	1,896,274	0	21,754,693	0	0	**23,650,967**
4415931	SR 8 (I-10) ESCAMBIA COUNTY WELCOME CENTER	492,657	0	1,120,391	0	0	**1,613,048**
Total		**35,146,860**	**0**	**26,135,084**	**503,946**	**79,637,855**	**141,423,745**
ACSA - ADVANCE CONSTRUCTION (SA)							
4167488	SR 87 NEW CONNECTOR	2,482,941	0	0	0	0	**2,482,941**
4167489	SR 87 NEW CONNECTOR	3,518,400	0	0	0	0	**3,518,400**
4377461	SR 95 (US 29)	3,148,333	0	0	0	0	**3,148,333**
Total		**9,149,674**	**0**	**0**	**0**	**0**	**9,149,674**
ACSS - ADVANCE CONSTRUCTION (SS)							
4395592	SR 10A (US 90) MOBILE HWY	963,615	0	0	0	0	**963,615**
4395622	SR 291 (N. DAVIS HWY)	434,754	0	0	0	0	**434,754**
4395862	SR 727 (S. FAIRFIELD DR.)	206,285	0	0	0	0	**206,285**
4443471	SR 750 (AIRPORT BLVD)	59,805	0	0	0	0	**59,805**
4443472	SR 750 (AIRPORT BLVD)	77,435	0	0	0	0	**77,435**
Total		**1,741,894**	**0**	**0**	**0**	**0**	**1,741,894**
ACSU - ADVANCE CONSTRUCTION (SU)							
4409153	SR 10 (US 90) CAROLINE ST	146,874	0	0	0	0	**146,874**
4437691	SR 10A (US 90) W. CERVANTES STREET	910,000	0	0	0	0	**910,000**
Total		**1,056,874**	**0**	**0**	**0**	**0**	**1,056,874**
BNBR - AMENDMENT 4 BONDS (BRIDGES)							
4093341	SR30 (US98)	9,843,677	0	0	0	0	**9,843,677**
4358161	SR 10 (US 90)	0	0	2,586,489	0	0	**2,586,489**
Total		**9,843,677**	**0**	**2,586,489**	**0**	**0**	**12,430,166**
BNIR - INTRASTATE R/W & BRIDGE BONDS							
2185942	SR 95 (US 29)	0	0	0	540,000	0	**540,000**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	2021/22	2022/23	Total
BNIR - INTRASTATE R/W & BRIDGE BONDS							
Total		**0**	**0**	**0**	**540,000**	**0**	**540,000**
BPF - British Petroleum							
100040566	SR 180 (CANAL ROAD)	0	3,291,616	0	0	0	**3,291,616**
100040567	SR 180 (CANAL ROAD)	0	1,084,847	0	0	0	**1,084,847**
100040568	SR 180 (CANAL ROAD)	0	0	10,000,000	0	0	**10,000,000**
100040588	SR 180 (CANAL ROAD)	1,500,000	0	0	0	0	**1,500,000**
100040589	SR 180 (CANAL ROAD)	0	0	0	585,277	0	**585,277**
Total		**1,500,000**	**4,376,463**	**10,000,000**	**585,277**	**0**	**16,461,740**
BPS - British Petroleum							
100040566	SR 180 (CANAL ROAD)	0	822,904	0	0	0	**822,904**
100040567	SR 180 (CANAL ROAD)	0	271,211	0	0	0	**271,211**
100040568	SR 180 (CANAL ROAD)	0	0	2,954,947	0	0	**2,954,947**
Total		**0**	**1,094,115**	**2,954,947**	**0**	**0**	**4,049,062**
BRP - STATE BRIDGE REPLACEMENT							
4093341	SR30 (US98)	4,568,079	0	0	0	0	**4,568,079**
4358161	SR 10 (US 90)	0	0	6,718,255	0	0	**6,718,255**
Total		**4,568,079**	**0**	**6,718,255**	**0**	**0**	**11,286,334**
BRRP - STATE BRIDGE REPAIR & REHAB							
4073106	SR 87	0	884,830	0	0	0	**884,830**
4073107	SR 87	0	904,216	0	0	0	**904,216**
Total		**0**	**1,789,046**	**0**	**0**	**0**	**1,789,046**
CIGP - COUNTY INCENTIVE GRANT PROGRAM							
2186302	SR 30 (US 98) NAVY	825,000	0	0	0	0	**825,000**
4406581	SR 292 GULF BEACH HIGHWAY	0	312,000	0	0	0	**312,000**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CIGP - COUNTY INCENTIVE GRANT PROGRAM							
Total		**825,000**	**312,000**	**0**	**0**	**0**	**1,137,000**
CM - CONGESTION MITIGATION - AQ							
4377461	SR 95 (US 29)	951,484	0	0	0	0	**951,484**
Total		**951,484**	**0**	**0**	**0**	**0**	**951,484**
D - UNRESTRICTED STATE PRIMARY							
0001542	BOB SIKES BRIDGE	40,000	40,000	40,000	40,000	40,000	**200,000**
Total		**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**200,000**
DDR - DISTRICT DEDICATED REVENUE							
2184291	SR 742 BURGESS ROAD	0	0	3,142,762	0	0	**3,142,762**
2185192	SR 10 (US 90A) NINE MILE ROAD	1,000,000	0	0	0	0	**1,000,000**
2186056	SR 10 (US 90A) NINE MILE ROAD	700,000	0	0	0	0	**700,000**
2186057	SR 10 (US 90A) NINE MILE ROAD	300,000	0	0	0	0	**300,000**
2204263	SR 30 (US 98) GULF BREEZE PKWY	0	0	0	0	2,350,285	**2,350,285**
2204265	SR 30 (US 98) GULF BREEZE PKWY	0	0	0	555,946	0	**555,946**
4125452	ESCAMBIA/SANTA ROSA	261,911	299,840	300,000	0	0	**861,751**
4156062	WEST FL REGIONAL PLN	0	0	0	220,000	256,779	**476,779**
4159313	PETER PRINCE FIELD	0	0	0	0	120,000	**120,000**
4159314	PETER PRINCE FIELD	0	0	0	0	160,000	**160,000**
4167488	SR 87 NEW CONNECTOR	171,749	0	0	0	0	**171,749**
4222571	ESCAMBIA COUNTY	942,970	964,001	1,012,201	1,062,812	1,115,952	**5,097,936**
4222601	ESCAMBIA COUNTY	105,002	0	0	445,290	458,649	**1,008,941**
4222943	PETER PRINCE FIELD	0	0	0	91,855	0	**91,855**
4256334	PETER PRINCE FIELD	39,000	0	0	0	0	**39,000**
4256335	PETER PRINCE FIELD	54,000	0	0	0	0	**54,000**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	2021/22	2022/23	Total
DDR - DISTRICT DEDICATED REVENUE							
4256336	PETER PRINCE FIELD	0	600,000	0	0	0	**600,000**
4357173	PENSACOLA INTERNATIONAL AIRPORT	0	50,000	0	0	0	**50,000**
4357177	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	650,000	0	**650,000**
4360882	SR 10 (US 90A) NINE MILE ROAD	0	1,724,925	0	0	0	**1,724,925**
4362296	SR 87	348,286	0	0	0	0	**348,286**
4362722	SR 30 (US 98)	1,796,265	0	0	0	0	**1,796,265**
4367391	ESCAMBIA COUNTY	55,933	881,531	386,222	397,808	868,786	**2,590,280**
4367501	SANTA ROSA COUNTY	130,313	241,690	248,941	256,410	138,490	**1,015,844**
4377461	SR 95 (US 29)	3,998,970	0	0	0	0	**3,998,970**
4397211	SR 87	0	467,760	0	0	0	**467,760**
4399641	SR 292 SORRENTO	160,000	38,500	1,172,629	0	0	**1,371,129**
4401392	SR 281 AVALON BLVD	163,823	0	0	0	0	**163,823**
4415411	SR 281 AVALON BLVD	0	0	133,438	0	0	**133,438**
4418821	SR 292 SORRENTO RD	410,685	0	96,400	1,009,953	0	**1,517,038**
Total		**10,638,907**	**5,268,247**	**6,492,593**	**4,690,074**	**5,468,941**	**32,558,762**
DI - ST. - S/W INTER/INTRASTATE HWY							
2224761	SR 8 (I-10)	0	0	3,855,700	7,287,500	34,022,936	**45,166,136**
Total		**0**	**0**	**3,855,700**	**7,287,500**	**34,022,936**	**45,166,136**
DIH - STATE IN-HOUSE PRODUCT SUPPORT							
2184291	SR 742 BURGESS ROAD	0	0	105,000	0	0	**105,000**
2185192	SR 10 (US 90A) NINE MILE ROAD	50,000	0	0	0	0	**50,000**
2186055	SR 10 (US 90A) NINE MILE ROAD	0	0	10,000	0	0	**10,000**
2204265	SR 30 (US 98) GULF BREEZE PKWY	0	0	0	400,000	0	**400,000**
2224761	SR 8 (I-10)	0	0	80,000	147,500	50,000	**277,500**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	2021/22	2022/23	Total
DIH - STATE IN-HOUSE PRODUCT SUPPORT							
4073106	SR 87	0	8,044	0	0	0	**8,044**
4073107	SR 87	0	8,221	0	0	0	**8,221**
4167488	SR 87 NEW CONNECTOR	499,860	0	0	0	0	**499,860**
4167489	SR 87 NEW CONNECTOR	351,840	0	0	0	0	**351,840**
4318836	SR 30 (US 98) & SR 10 (US 90)	0	0	16,598	0	0	**16,598**
4318837	SR 727 FAIRFIELD DR	0	0	0	8,308	0	**8,308**
4325541	SR 4	38,628	0	0	0	0	**38,628**
4360882	SR 10 (US 90A) NINE MILE ROAD	0	14,243	0	0	0	**14,243**
4362296	SR 87	5,551	0	0	0	0	**5,551**
4362722	SR 30 (US 98)	9,547	0	0	0	0	**9,547**
4377461	SR 95 (US 29)	89,760	0	0	0	0	**89,760**
4378441	SR 30 (US 98) GREGORY ST & BAYFRONT PKWY	13,190	0	0	0	0	**13,190**
4397211	SR 87	0	46,776	0	0	0	**46,776**
4399641	SR 292 SORRENTO	30,000	7,500	10,660	0	0	**48,160**
4401392	SR 281 AVALON BLVD	2,467	0	0	0	0	**2,467**
4409153	SR 10 (US 90) CAROLINE ST	20,000	200,000	0	0	0	**220,000**
4415411	SR 281 AVALON BLVD	50,000	0	13,344	0	0	**63,344**
4418821	SR 292 SORRENTO RD	41,069	0	15,000	9,182	0	**65,251**
4443471	SR 750 (AIRPORT BLVD)	5,981	0	0	0	0	**5,981**
Total		**1,207,893**	**284,784**	**250,602**	**564,990**	**50,000**	**2,358,269**
DIS - STRATEGIC INTERMODAL SYSTEM							
4296096	PENSACOLA INTERNATIONAL AIRPORT	750,000	0	0	0	0	**750,000**
Total		**750,000**	**0**	**0**	**0**	**0**	**750,000**
DITS - STATEWIDE ITS - STATE 100%.							
4125452	ESCAMBIA/SANTA ROSA	38,089	160	0	0	0	**38,249**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	2021/22	2022/23	Total
DITS - STATEWIDE ITS - STATE 100%.							
4147061	PENSACOLA ITS PROJECT	596,000	0	0	0	0	**596,000**
4367391	ESCAMBIA COUNTY	1,083,330	291,910	822,422	847,095	413,465	**3,458,222**
4367501	SANTA ROSA COUNTY	104,338	0	0	0	125,612	**229,950**
Total		**1,821,757**	**292,070**	**822,422**	**847,095**	**539,077**	**4,322,421**
DPTO - STATE - PTO							
4156062	WEST FL REGIONAL PLN	200,000	206,844	214,539	0	0	**621,383**
4203004	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	0	150,000	**150,000**
4203005	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	0	500,000	**500,000**
4203006	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	0	25,000	**25,000**
4222571	ESCAMBIA COUNTY	0	18,814	19,754	20,741	21,779	**81,088**
4222601	ESCAMBIA COUNTY	329,057	447,081	450,000	0	0	**1,226,138**
4256337	PETER PRINCE FIELD	0	0	55,000	0	0	**55,000**
4357175	PENSACOLA INTERNATIONAL AIRPORT	0	0	84,600	0	0	**84,600**
4357176	PENSACOLA INTERNATIONAL AIRPORT	1,099,600	0	0	0	0	**1,099,600**
Total		**1,628,657**	**672,739**	**823,893**	**20,741**	**696,779**	**3,842,809**
DS - STATE PRIMARY HIGHWAYS & PTO							
4325541	SR 4	4,818,762	0	0	0	0	**4,818,762**
4377461	SR 95 (US 29)	2,991,338	0	0	0	0	**2,991,338**
4397211	SR 87	0	5,197,332	0	0	0	**5,197,332**
4415411	SR 281 AVALON BLVD	0	0	1,482,644	0	0	**1,482,644**
Total		**7,810,100**	**5,197,332**	**1,482,644**	**0**	**0**	**14,490,076**
DSBC - GARCON POINT BRIDGE							
4153657	SR 281	104,259	104,259	104,259	54,259	54,259	**421,295**
Total		**104,259**	**104,259**	**104,259**	**54,259**	**54,259**	**421,295**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	2021/22	2022/23	Total
DU - STATE PRIMARY/FEDERAL REIMB							
4213683	ESCAMBIA COUNTY	180,000	0	0	0	0	**180,000**
4213714	SANTA ROSA COUNTY	85,000	0	0	0	0	**85,000**
Total		**265,000**	**0**	**0**	**0**	**0**	**265,000**
DWS - WEIGH STATIONS - STATE 100%							
4419941	SR 8 (I-10) PENSACOLA WEIGH STATION	0	0	1,547,800	0	0	**1,547,800**
Total		**0**	**0**	**1,547,800**	**0**	**0**	**1,547,800**
FAA - FEDERAL AVIATION ADMIN							
4203004	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	0	2,700,000	**2,700,000**
4203005	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	0	9,000,000	**9,000,000**
4222943	PETER PRINCE FIELD	0	0	0	1,653,390	0	**1,653,390**
4256334	PETER PRINCE FIELD	702,000	0	0	0	0	**702,000**
4256337	PETER PRINCE FIELD	0	0	990,000	0	0	**990,000**
4296096	PENSACOLA INTERNATIONAL AIRPORT	13,500,000	0	0	0	0	**13,500,000**
4357173	PENSACOLA INTERNATIONAL AIRPORT	0	900,000	0	0	0	**900,000**
4357175	PENSACOLA INTERNATIONAL AIRPORT	0	0	1,530,000	0	0	**1,530,000**
4357177	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	11,700,000	0	**11,700,000**
Total		**14,202,000**	**900,000**	**2,520,000**	**13,353,390**	**11,700,000**	**42,675,390**
FCO - PRIMARY/FIXED CAPITAL OUTLAY							
4254948	MILTON OPERATIONS CENTER	143,500	0	0	0	0	**143,500**
Total		**143,500**	**0**	**0**	**0**	**0**	**143,500**
FTA - FEDERAL TRANSIT ADMINISTRATION							
4213713	SANTA ROSA COUNTY	150,000	150,000	150,000	150,000	150,000	**750,000**
4292621	ESCAMBIA COUNTY	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000	**11,000,000**
4309952	ESCAMBIA COUNTY	350,000	350,000	350,000	350,000	350,000	**1,750,000**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	2021/22	2022/23	Total
FTA - FEDERAL TRANSIT ADMINISTRATION							
4309953	ESCAMBIA COUNTY	2,000,000	2,000,000	1,000,000	1,000,000	1,000,000	**7,000,000**
4309954	ESCAMBIA COUNTY	300,084	300,084	300,084	300,084	300,084	**1,500,420**
Total		**5,000,084**	**5,000,084**	**4,000,084**	**4,000,084**	**4,000,084**	**22,000,420**
FTAT - FHWA TRANSFER TO FTA (NON-BUD)							
4217331	ESCAMBIA COUNTY	300,000	300,000	300,000	300,000	300,000	**1,500,000**
Total		**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**1,500,000**
GFSU - GENERAL FUND SURFACE TRANSPORTATION							
4331132	CR 99 (BEULAH RD)	367,500	0	0	0	0	**367,500**
4331133	CR 99 (BEULAH RD)	157,500	0	0	0	0	**157,500**
Total		**525,000**	**0**	**0**	**0**	**0**	**525,000**
GMR - GROWTH MANAGEMENT FOR SIS							
4357176	PENSACOLA INTERNATIONAL AIRPORT	0	7,500,000	0	0	0	**7,500,000**
Total		**0**	**7,500,000**	**0**	**0**	**0**	**7,500,000**
HSLD - LANE DEPARTURE CRASHES							
4417251	SR 10A (US 90) MOBILE HWY	286,000	1,506,724	0	0	0	**1,792,724**
4417371	SR 296 MICHIGAN AVENUE	319,000	1,742,619	0	0	0	**2,061,619**
Total		**605,000**	**3,249,343**	**0**	**0**	**0**	**3,854,343**
HSP - SAFETY (HIWAY SAFETY PROGRAM)							
4395872	SR 281 AVALON BLVD	493,414	0	0	0	0	**493,414**
4417381	SR 10 (US 90A) E NINE MILE RD	198,000	592,646	0	0	0	**790,646**
Total		**691,414**	**592,646**	**0**	**0**	**0**	**1,284,060**
LF - LOCAL FUNDS							
100040588	SR 180 (CANAL ROAD)	1,385,000	0	0	0	0	**1,385,000**
100060027	US 98 / SR 42	5,000	0	0	0	0	**5,000**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	2021/22	2022/23	Total
LF - LOCAL FUNDS							
100060029	US 98 / SR 42	66,295	0	0	0	0	**66,295**
100063403	CR 99	5,000	0	0	0	0	**5,000**
100063404	CR 99	0	0	0	0	101,992	**101,992**
100063634	CR 99	0	5,000	0	0	0	**5,000**
100063635	US 98 / SR 42	0	0	5,000	0	0	**5,000**
100068456	US 98 / SR 42	0	0	0	5,000	0	**5,000**
4159313	PETER PRINCE FIELD	0	0	0	0	30,000	**30,000**
4159314	PETER PRINCE FIELD	0	0	0	0	40,000	**40,000**
4203004	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	0	150,000	**150,000**
4203005	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	0	500,000	**500,000**
4203006	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	0	25,000	**25,000**
4210121	SR173 (BLUE ANGEL PARKWAY)	0	0	5,000,000	0	0	**5,000,000**
4213683	ESCAMBIA COUNTY	180,000	0	0	0	0	**180,000**
4213713	SANTA ROSA COUNTY	37,500	37,500	37,500	37,500	37,500	**187,500**
4213714	SANTA ROSA COUNTY	85,000	0	0	0	0	**85,000**
4222571	ESCAMBIA COUNTY	942,970	982,815	1,031,955	1,083,553	1,137,731	**5,179,024**
4222943	PETER PRINCE FIELD	0	0	0	91,855	0	**91,855**
4256334	PETER PRINCE FIELD	39,000	0	0	0	0	**39,000**
4256335	PETER PRINCE FIELD	13,600	0	0	0	0	**13,600**
4256336	PETER PRINCE FIELD	0	150,000	0	0	0	**150,000**
4256337	PETER PRINCE FIELD	0	0	55,000	0	0	**55,000**
4292621	ESCAMBIA COUNTY	550,000	550,000	550,000	550,000	550,000	**2,750,000**
4296096	PENSACOLA INTERNATIONAL AIRPORT	750,000	0	0	0	0	**750,000**
4304681	O C PHILLIPS ROAD	0	5,150	0	345,468	0	**350,618**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	2021/22	2022/23	Total
LF - LOCAL FUNDS							
4309952	ESCAMBIA COUNTY	87,500	87,500	87,500	87,500	350,000	**700,000**
4309953	ESCAMBIA COUNTY	2,000,000	2,000,000	1,000,000	1,000,000	1,000,000	**7,000,000**
4309954	ESCAMBIA COUNTY	75,021	75,021	75,021	75,021	75,021	**375,105**
4322871	DAWSON ROAD	0	5,375	0	382,434	0	**387,809**
4357173	PENSACOLA INTERNATIONAL AIRPORT	0	50,000	0	0	0	**50,000**
4357175	PENSACOLA INTERNATIONAL AIRPORT	0	0	84,600	0	0	**84,600**
4357177	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	650,000	0	**650,000**
4376991	CR 4 W HWY 4	0	0	177,758	0	1,031,731	**1,209,489**
4406261	CR 164 GREENWOOD ROAD	0	839,790	0	0	0	**839,790**
4406581	SR 292 GULF BEACH HIGHWAY	0	312,000	0	0	0	**312,000**
4407411	CR 399 (EAST BAYOU BOULEVARD)	0	0	500,000	0	0	**500,000**
4410272	PORT OF PENSACOLA	36,900	0	0	0	0	**36,900**
Local 1	WOLF BAY BRDIGE	3,600,000	1,000,000	64,800,000	0	0	**69,400,000**
Total		**9,858,786**	**6,100,151**	**73,404,334**	**4,308,331**	**5,028,975**	**98,700,577**
LFF - LOCAL FUND - FOR MATCHING F/A							
4217331	ESCAMBIA COUNTY	75,000	75,000	75,000	75,000	75,000	**375,000**
Total		**75,000**	**75,000**	**75,000**	**75,000**	**75,000**	**375,000**
NH - PRINCIPAL ARTERIALS							
100066637	SR 182 (PERDIDO BEACH BOULEVARD)	1,086,385	0	0	0	0	**1,086,385**
Total		**1,086,385**	**0**	**0**	**0**	**0**	**1,086,385**
PL - METRO PLAN (85% FA; 15% OTHER)							
4393212	FLORIDA-ALABAMA TPO	633,422	645,640	0	0	0	**1,279,062**
4393213	FLORIDA-ALABAMA TPO	0	0	645,640	645,640	0	**1,291,280**
4393214	FLORIDA-ALABAMA TPO	0	0	0	0	645,640	**645,640**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PL - METRO PLAN (85% FA; 15% OTHER)							
Total		**633,422**	**645,640**	**645,640**	**645,640**	**645,640**	**3,215,982**
PORT - SEAPORTS							
4410272	PORT OF PENSACOLA	110,700	0	0	0	0	**110,700**
Total		**110,700**	**0**	**0**	**0**	**0**	**110,700**
RHH - RAIL HIGHWAY X-INGS - HAZARD							
4420671	GONZALEZ STREET	395,266	0	0	0	0	**395,266**
4420691	SR 289 (N 9TH AVE)	295,441	0	0	0	0	**295,441**
4420711	E JORDAN STREET	403,726	0	0	0	0	**403,726**
Total		**1,094,433**	**0**	**0**	**0**	**0**	**1,094,433**
SA - STP, ANY AREA							
4167488	SR 87 NEW CONNECTOR	687,274	0	0	0	0	**687,274**
4377461	SR 95 (US 29)	735,515	0	0	0	0	**735,515**
Total		**1,422,789**	**0**	**0**	**0**	**0**	**1,422,789**
SCWR - 2015 SB2514A-SMALL CO OUTREACH							
4406261	CR 164 GREENWOOD ROAD	0	2,519,369	0	0	0	**2,519,369**
Total		**0**	**2,519,369**	**0**	**0**	**0**	**2,519,369**
STPAA - Surface Transportation Program Any Area (ALDOT)							
100040588	SR 180 (CANAL ROAD)	5,700,000	0	0	0	0	**5,700,000**
Total		**5,700,000**	**0**	**0**	**0**	**0**	**5,700,000**
STPLL - Surface Transportation Program Lillian (ALDOT)							
100060027	US 98 / SR 42	20,000	0	0	0	0	**20,000**
100060029	US 98 / SR 42	265,181	0	0	0	0	**265,181**
100063403	CR 99	20,000	0	0	0	0	**20,000**
100063404	CR 99	0	0	0	0	407,970	**407,970**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	2021/22	2022/23	Total
STPLL - Surface Transportation Program Lillian (ALDOT)							
100063634	CR 99	0	20,000	0	0	0	**20,000**
100063635	US 98 / SR 42	0	0	20,000	0	0	**20,000**
100068456	US 98 / SR 42	0	0	0	20,000	0	**20,000**
Total		**305,181**	**20,000**	**20,000**	**20,000**	**407,970**	**773,151**
SU - STP, URBAN AREAS > 200K							
2186055	SR 10 (US 90A) NINE MILE ROAD	0	1,090,000	400,000	0	0	**1,490,000**
2186931	ESCAMBIA/SANTA ROSA	0	32,267	16,655	0	0	**48,922**
2204263	SR 30 (US 98) GULF BREEZE PKWY	0	0	0	0	2,049,715	**2,049,715**
2204265	SR 30 (US 98) GULF BREEZE PKWY	0	0	0	3,444,054	0	**3,444,054**
4167488	SR 87 NEW CONNECTOR	1,656,636	0	0	0	0	**1,656,636**
4217331	ESCAMBIA COUNTY	300,000	300,000	300,000	300,000	300,000	**1,500,000**
4318833	SR 30 (US 98)	1,316,100	0	0	0	0	**1,316,100**
4318834	SR 10 (US 90)	0	664,542	0	0	0	**664,542**
4318835	SR 30 (US 98)	0	1,365,826	0	0	0	**1,365,826**
4318836	SR 30 (US 98) & SR 10 (US 90)	0	0	2,010,218	0	0	**2,010,218**
4318837	SR 727 FAIRFIELD DR	0	0	0	955,661	0	**955,661**
4367201	SR 292 GULF BEACH HWY	776,262	0	0	0	0	**776,262**
4371151	SANTA ROSA COUNTY	130,000	130,000	130,000	150,000	0	**540,000**
4389082	SR 292 PERDIDO KEY DRIVE	0	0	2,242,842	0	0	**2,242,842**
4409041	W MAIN STREET	0	0	0	250,000	0	**250,000**
4409152	SR 10 (US 90) CAROLINE ST	0	0	0	0	2,750,000	**2,750,000**
4409153	SR 10 (US 90) CAROLINE ST	553,126	1,500,000	0	0	0	**2,053,126**
Total		**4,732,124**	**5,082,635**	**5,099,715**	**5,099,715**	**5,099,715**	**25,113,904**
State - State							
100040589	SR 180 (CANAL ROAD)	0	0	0	7,593,618	0	**7,593,618**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	2021/22	2022/23	Total
State - State							
100063605	GULF COAST INTRACOASTAL WATERWAY BRIDGE	25,000,000	0	0	0	0	**25,000,000**
100066637	SR 182 (PERDIDO BEACH BOULEVARD)	271,596	0	0	0	0	**271,596**
100066950	GULF COAST INTRACOASTAL WATERWAY BRIDGE	20,000,000	0	0	0	0	**20,000,000**
Total		**45,271,596**	**0**	**0**	**7,593,618**	**0**	**52,865,214**
TALT - TRANSPORTATION ALTS- ANY AREA							
4335772	CR 296 SAUFLEY FIELD	22,000	0	0	1,173,420	0	**1,195,420**
4370871	HAMILTON BRIDGE ROAD	14,297	0	0	0	0	**14,297**
4370911	CR 197A JAY/SPRING STREET	0	95,711	0	0	0	**95,711**
4407411	CR 399 (EAST BAYOU BOULEVARD)	0	0	170,718	0	0	**170,718**
4424381	SHORELINE DR/FAIRPOINT DR	0	0	174,900	0	0	**174,900**
Total		**36,297**	**95,711**	**345,618**	**1,173,420**	**0**	**1,651,046**
TALU - TRANSPORTATION ALTS- >200K							
4335772	CR 296 SAUFLEY FIELD	0	0	0	129,906	0	**129,906**
4370871	HAMILTON BRIDGE ROAD	163,727	0	0	0	0	**163,727**
4370911	CR 197A JAY/SPRING STREET	247,024	333,732	0	0	0	**580,756**
4381142	CR 191A OLD BAGDAD HWY	0	0	0	282,127	0	**282,127**
4407411	CR 399 (EAST BAYOU BOULEVARD)	0	0	411,737	0	0	**411,737**
4422591	CR 191 HENRY ST	0	0	0	0	272,184	**272,184**
Total		**410,751**	**333,732**	**411,737**	**412,033**	**272,184**	**1,840,437**
TMBC - GARCON POINT BRIDGE							
4168131	GARCON POINT TOLL	12,000	12,000	12,000	12,000	12,000	**60,000**
Total		**12,000**	**12,000**	**12,000**	**12,000**	**12,000**	**60,000**
TOBC - GARCON POINT BRIDGE							
4050151	TOLL OPERATIONS	1,461,533	1,522,000	1,522,000	1,522,000	1,522,000	**7,549,533**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	2021/22	2022/23	Total
TOBC - GARCON POINT BRIDGE							
Total		**1,461,533**	**1,522,000**	**1,522,000**	**1,522,000**	**1,522,000**	**7,549,533**

3-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	Total
ACBR - ADVANCE CONSTRUCTION (BRT)					
4093341	SR30 (US98)	588,244	0	0	588,244
4358161	SR 10 (US 90)	82,500	7,500	13,856,437	13,946,437
4371781	SR 289 9TH AVENUE	870,600	0	2,521,918	3,392,518
4376991	CR 4 W HWY 4	0	0	604,376	604,376
Total		**1,541,344**	**7,500**	**16,982,731**	**18,531,575**
ACBZ - ADVANCE CONSTRUCTION (BRTZ)					
4304681	O C PHILLIPS ROAD	0	25,450	0	25,450
4322851	CR 168	1,814,048	0	0	1,814,048
4322861	HANKS ROAD	1,544,360	0	0	1,544,360
4322871	DAWSON ROAD	0	26,125	0	26,125
4322881	CRARY ROAD	915,832	0	0	915,832
4339051	BRATT ROAD	3,017,755	0	0	3,017,755
Total		**7,291,995**	**51,575**	**0**	**7,343,570**
ACCM - ADVANCE CONSTRUCTION (CM)					
4377461	SR 95 (US 29)	50,061	0	0	50,061
Total		**50,061**	**0**	**0**	**50,061**
ACFP - ADVANCE CONSTRUCTION FREIGHT PROG (NFP)					
4130624	SR 8 (I-10)	3,080,000	0	0	3,080,000
Total		**3,080,000**	**0**	**0**	**3,080,000**
ACNP - ADVANCE CONSTRUCTION NHPP					
2185942	SR 95 (US 29)	0	0	3,260,000	3,260,000
4331131	SR 8 (I-10)	836,592	0	0	836,592
4378441	SR 30 (US 98) GREGORY ST & BAYFRONT PKWY	31,921,337	0	0	31,921,337
4415881	SR 8 (I-10)	1,896,274	0	21,754,693	23,650,967

3-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	Total
4415931	SR 8 (I-10) ESCAMBIA COUNTY WELCOME CENTER	492,657	0	1,120,391	1,613,048
Total		**35,146,860**	**0**	**26,135,084**	**61,281,944**
ACSA - ADVANCE CONSTRUCTION (SA)					
4167488	SR 87 NEW CONNECTOR	2,482,941	0	0	2,482,941
4167489	SR 87 NEW CONNECTOR	3,518,400	0	0	3,518,400
4377461	SR 95 (US 29)	3,148,333	0	0	3,148,333
Total		**9,149,674**	**0**	**0**	**9,149,674**
ACSS - ADVANCE CONSTRUCTION (SS)					
4395592	SR 10A (US 90) MOBILE HWY	963,615	0	0	963,615
4395622	SR 291 (N. DAVIS HWY)	434,754	0	0	434,754
4395862	SR 727 (S. FAIRFIELD DR.)	206,285	0	0	206,285
4443471	SR 750 (AIRPORT BLVD)	59,805	0	0	59,805
4443472	SR 750 (AIRPORT BLVD)	77,435	0	0	77,435
Total		**1,741,894**	**0**	**0**	**1,741,894**
ACSU - ADVANCE CONSTRUCTION (SU)					
4409153	SR 10 (US 90) CAROLINE ST	146,874	0	0	146,874
4437691	SR 10A (US 90) W. CERVANTES STREET	910,000	0	0	910,000
Total		**1,056,874**	**0**	**0**	**1,056,874**
BNBR - AMENDMENT 4 BONDS (BRIDGES)					
4093341	SR30 (US98)	9,843,677	0	0	9,843,677
4358161	SR 10 (US 90)	0	0	2,586,489	2,586,489
Total		**9,843,677**	**0**	**2,586,489**	**12,430,166**
BPF - British Petroleum					
100040566	SR 180 (CANAL ROAD)	0	3,291,616	0	3,291,616
100040567	SR 180 (CANAL ROAD)	0	1,084,847	0	1,084,847

3-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	Total
100040568	SR 180 (CANAL ROAD)	0	0	10,000,000	10,000,000
100040588	SR 180 (CANAL ROAD)	1,500,000	0	0	1,500,000
Total		**1,500,000**	**4,376,463**	**10,000,000**	**15,876,463**
BPS - British Petroleum					
100040566	SR 180 (CANAL ROAD)	0	822,904	0	822,904
100040567	SR 180 (CANAL ROAD)	0	271,211	0	271,211
100040568	SR 180 (CANAL ROAD)	0	0	2,954,947	2,954,947
Total		**0**	**1,094,115**	**2,954,947**	**4,049,062**
BRP - STATE BRIDGE REPLACEMENT					
4093341	SR30 (US98)	4,568,079	0	0	4,568,079
4358161	SR 10 (US 90)	0	0	6,718,255	6,718,255
Total		**4,568,079**	**0**	**6,718,255**	**11,286,334**
BRRP - STATE BRIDGE REPAIR & REHAB					
4073106	SR 87	0	884,830	0	884,830
4073107	SR 87	0	904,216	0	904,216
Total		**0**	**1,789,046**	**0**	**1,789,046**
CIGP - COUNTY INCENTIVE GRANT PROGRAM					
2186302	SR 30 (US 98) NAVY	825,000	0	0	825,000
4406581	SR 292 GULF BEACH HIGHWAY	0	312,000	0	312,000
Total		**825,000**	**312,000**	**0**	**1,137,000**
CM - CONGESTION MITIGATION - AQ					
4377461	SR 95 (US 29)	951,484	0	0	951,484
Total		**951,484**	**0**	**0**	**951,484**
D - UNRESTRICTED STATE PRIMARY					
0001542	BOB SIKES BRIDGE	40,000	40,000	40,000	120,000

3-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	Total
Total		**40,000**	**40,000**	**40,000**	**120,000**
DDR - DISTRICT DEDICATED REVENUE					
2184291	SR 742 BURGESS ROAD	0	0	3,142,762	3,142,762
2185192	SR 10 (US 90A) NINE MILE ROAD	1,000,000	0	0	1,000,000
2186056	SR 10 (US 90A) NINE MILE ROAD	700,000	0	0	700,000
2186057	SR 10 (US 90A) NINE MILE ROAD	300,000	0	0	300,000
4125452	ESCAMBIA/SANTA ROSA	261,911	299,840	300,000	861,751
4167488	SR 87 NEW CONNECTOR	171,749	0	0	171,749
4222571	ESCAMBIA COUNTY	942,970	964,001	1,012,201	2,919,172
4222601	ESCAMBIA COUNTY	105,002	0	0	105,002
4256334	PETER PRINCE FIELD	39,000	0	0	39,000
4256335	PETER PRINCE FIELD	54,000	0	0	54,000
4256336	PETER PRINCE FIELD	0	600,000	0	600,000
4357173	PENSACOLA INTERNATIONAL AIRPORT	0	50,000	0	50,000
4360882	SR 10 (US 90A) NINE MILE ROAD	0	1,724,925	0	1,724,925
4362296	SR 87	348,286	0	0	348,286
4362722	SR 30 (US 98)	1,796,265	0	0	1,796,265
4367391	ESCAMBIA COUNTY	55,933	881,531	386,222	1,323,686
4367501	SANTA ROSA COUNTY	130,313	241,690	248,941	620,944
4377461	SR 95 (US 29)	3,998,970	0	0	3,998,970
4397211	SR 87	0	467,760	0	467,760
4399641	SR 292 SORRENTO	160,000	38,500	1,172,629	1,371,129
4401392	SR 281 AVALON BLVD	163,823	0	0	163,823
4415411	SR 281 AVALON BLVD	0	0	133,438	133,438
4418821	SR 292 SORRENTO RD	410,685	0	96,400	507,085

3-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	Total
Total		**10,638,907**	**5,268,247**	**6,492,593**	**22,399,747**
DI - ST. - S/W INTER/INTRASTATE HWY					
2224761	SR 8 (I-10)	0	0	3,855,700	3,855,700
Total		**0**	**0**	**3,855,700**	**3,855,700**
DIH - STATE IN-HOUSE PRODUCT SUPPORT					
2184291	SR 742 BURGESS ROAD	0	0	105,000	105,000
2185192	SR 10 (US 90A) NINE MILE ROAD	50,000	0	0	50,000
2186055	SR 10 (US 90A) NINE MILE ROAD	0	0	10,000	10,000
2224761	SR 8 (I-10)	0	0	80,000	80,000
4073106	SR 87	0	8,044	0	8,044
4073107	SR 87	0	8,221	0	8,221
4167488	SR 87 NEW CONNECTOR	499,860	0	0	499,860
4167489	SR 87 NEW CONNECTOR	351,840	0	0	351,840
4318836	SR 30 (US 98) & SR 10 (US 90)	0	0	16,598	16,598
4325541	SR 4	38,628	0	0	38,628
4360882	SR 10 (US 90A) NINE MILE ROAD	0	14,243	0	14,243
4362296	SR 87	5,551	0	0	5,551
4362722	SR 30 (US 98)	9,547	0	0	9,547
4377461	SR 95 (US 29)	89,760	0	0	89,760
4378441	SR 30 (US 98) GREGORY ST & BAYFRONT PKWY	13,190	0	0	13,190
4397211	SR 87	0	46,776	0	46,776
4399641	SR 292 SORRENTO	30,000	7,500	10,660	48,160
4401392	SR 281 AVALON BLVD	2,467	0	0	2,467
4409153	SR 10 (US 90) CAROLINE ST	20,000	200,000	0	220,000
4415411	SR 281 AVALON BLVD	50,000	0	13,344	63,344

3-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	Total
4418821	SR 292 SORRENTO RD	41,069	0	15,000	56,069
4443471	SR 750 (AIRPORT BLVD)	5,981	0	0	5,981
Total		**1,207,893**	**284,784**	**250,602**	**1,743,279**
DIS - STRATEGIC INTERMODAL SYSTEM					
4296096	PENSACOLA INTERNATIONAL AIRPORT	750,000	0	0	750,000
Total		**750,000**	**0**	**0**	**750,000**
DITS - STATEWIDE ITS - STATE 100%.					
4125452	ESCAMBIA/SANTA ROSA	38,089	160	0	38,249
4147061	PENSACOLA ITS PROJECT	596,000	0	0	596,000
4367391	ESCAMBIA COUNTY	1,083,330	291,910	822,422	2,197,662
4367501	SANTA ROSA COUNTY	104,338	0	0	104,338
Total		**1,821,757**	**292,070**	**822,422**	**2,936,249**
DPTO - STATE - PTO					
4156062	WEST FL REGIONAL PLN	200,000	206,844	214,539	621,383
4222571	ESCAMBIA COUNTY	0	18,814	19,754	38,568
4222601	ESCAMBIA COUNTY	329,057	447,081	450,000	1,226,138
4256337	PETER PRINCE FIELD	0	0	55,000	55,000
4357175	PENSACOLA INTERNATIONAL AIRPORT	0	0	84,600	84,600
4357176	PENSACOLA INTERNATIONAL AIRPORT	1,099,600	0	0	1,099,600
Total		**1,628,657**	**672,739**	**823,893**	**3,125,289**
DS - STATE PRIMARY HIGHWAYS & PTO					
4325541	SR 4	4,818,762	0	0	4,818,762
4377461	SR 95 (US 29)	2,991,338	0	0	2,991,338
4397211	SR 87	0	5,197,332	0	5,197,332
4415411	SR 281 AVALON BLVD	0	0	1,482,644	1,482,644

3-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	Total
Total		**7,810,100**	**5,197,332**	**1,482,644**	**14,490,076**
DSBC - GARCON POINT BRIDGE					
4153657	SR 281	104,259	104,259	104,259	312,777
Total		**104,259**	**104,259**	**104,259**	**312,777**
DU - STATE PRIMARY/FEDERAL REIMB					
4213683	ESCAMBIA COUNTY	180,000	0	0	180,000
4213714	SANTA ROSA COUNTY	85,000	0	0	85,000
Total		**265,000**	**0**	**0**	**265,000**
DWS - WEIGH STATIONS - STATE 100%					
4419941	SR 8 (I-10) PENSACOLA WEIGH STATION	0	0	1,547,800	1,547,800
Total		**0**	**0**	**1,547,800**	**1,547,800**
FAA - FEDERAL AVIATION ADMIN					
4256334	PETER PRINCE FIELD	702,000	0	0	702,000
4256337	PETER PRINCE FIELD	0	0	990,000	990,000
4296096	PENSACOLA INTERNATIONAL AIRPORT	13,500,000	0	0	13,500,000
4357173	PENSACOLA INTERNATIONAL AIRPORT	0	900,000	0	900,000
4357175	PENSACOLA INTERNATIONAL AIRPORT	0	0	1,530,000	1,530,000
Total		**14,202,000**	**900,000**	**2,520,000**	**17,622,000**
FCO - PRIMARY/FIXED CAPITAL OUTLAY					
4254948	MILTON OPERATIONS CENTER	143,500	0	0	143,500
Total		**143,500**	**0**	**0**	**143,500**
FTA - FEDERAL TRANSIT ADMINISTRATION					
4213713	SANTA ROSA COUNTY	150,000	150,000	150,000	450,000
4292621	ESCAMBIA COUNTY	2,200,000	2,200,000	2,200,000	6,600,000
4309952	ESCAMBIA COUNTY	350,000	350,000	350,000	1,050,000

3-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	Total
4309953	ESCAMBIA COUNTY	2,000,000	2,000,000	1,000,000	5,000,000
4309954	ESCAMBIA COUNTY	300,084	300,084	300,084	900,252
Total		**5,000,084**	**5,000,084**	**4,000,084**	**14,000,252**
FTAT - FHWA TRANSFER TO FTA (NON-BUD)					
4217331	ESCAMBIA COUNTY	300,000	300,000	300,000	900,000
Total		**300,000**	**300,000**	**300,000**	**900,000**
GFSU - GENERAL FUND SURFACE TRANSPORTATION					
4331132	CR 99 (BEULAH RD)	367,500	0	0	367,500
4331133	CR 99 (BEULAH RD)	157,500	0	0	157,500
Total		**525,000**	**0**	**0**	**525,000**
GMR - GROWTH MANAGEMENT FOR SIS					
4357176	PENSACOLA INTERNATIONAL AIRPORT	0	7,500,000	0	7,500,000
Total		**0**	**7,500,000**	**0**	**7,500,000**
HSLD - LANE DEPARTURE CRASHES					
4417251	SR 10A (US 90) MOBILE HWY	286,000	1,506,724	0	1,792,724
4417371	SR 296 MICHIGAN AVENUE	319,000	1,742,619	0	2,061,619
Total		**605,000**	**3,249,343**	**0**	**3,854,343**
HSP - SAFETY (HIWAY SAFETY PROGRAM)					
4395872	SR 281 AVALON BLVD	493,414	0	0	493,414
4417381	SR 10 (US 90A) E NINE MILE RD	198,000	592,646	0	790,646
Total		**691,414**	**592,646**	**0**	**1,284,060**
LF - LOCAL FUNDS					
100040588	SR 180 (CANAL ROAD)	1,385,000	0	0	1,385,000
100060027	US 98 / SR 42	5,000	0	0	5,000
100060029	US 98 / SR 42	66,295	0	0	66,295

3-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	Total
100063403	CR 99	5,000	0	0	5,000
100063634	CR 99	0	5,000	0	5,000
100063635	US 98 / SR 42	0	0	5,000	5,000
4210121	SR173 (BLUE ANGEL PARKWAY)	0	0	5,000,000	5,000,000
4213683	ESCAMBIA COUNTY	180,000	0	0	180,000
4213713	SANTA ROSA COUNTY	37,500	37,500	37,500	112,500
4213714	SANTA ROSA COUNTY	85,000	0	0	85,000
4222571	ESCAMBIA COUNTY	942,970	982,815	1,031,955	2,957,740
4256334	PETER PRINCE FIELD	39,000	0	0	39,000
4256335	PETER PRINCE FIELD	13,600	0	0	13,600
4256336	PETER PRINCE FIELD	0	150,000	0	150,000
4256337	PETER PRINCE FIELD	0	0	55,000	55,000
4292621	ESCAMBIA COUNTY	550,000	550,000	550,000	1,650,000
4296096	PENSACOLA INTERNATIONAL AIRPORT	750,000	0	0	750,000
4304681	O C PHILLIPS ROAD	0	5,150	0	5,150
4309952	ESCAMBIA COUNTY	87,500	87,500	87,500	262,500
4309953	ESCAMBIA COUNTY	2,000,000	2,000,000	1,000,000	5,000,000
4309954	ESCAMBIA COUNTY	75,021	75,021	75,021	225,063
4322871	DAWSON ROAD	0	5,375	0	5,375
4357173	PENSACOLA INTERNATIONAL AIRPORT	0	50,000	0	50,000
4357175	PENSACOLA INTERNATIONAL AIRPORT	0	0	84,600	84,600
4376991	CR 4 W HWY 4	0	0	177,758	177,758
4406261	CR 164 GREENWOOD ROAD	0	839,790	0	839,790
4406581	SR 292 GULF BEACH HIGHWAY	0	312,000	0	312,000
4407411	CR 399 (EAST BAYOU BOULEVARD)	0	0	500,000	500,000

3-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	Total
4410272	PORT OF PENSACOLA	36,900	0	0	36,900
Local 1	WOLF BAY BRDIGE	3,600,000	1,000,000	64,800,000	69,400,000
Total		**9,858,786**	**6,100,151**	**73,404,334**	**89,363,271**
LFF - LOCAL FUND - FOR MATCHING F/A					
4217331	ESCAMBIA COUNTY	75,000	75,000	75,000	225,000
Total		**75,000**	**75,000**	**75,000**	**225,000**
NH - PRINCIPAL ARTERIALS					
100066637	SR 182 (PERDIDO BEACH BOULEVARD)	1,086,385	0	0	1,086,385
Total		**1,086,385**	**0**	**0**	**1,086,385**
PL - METRO PLAN (85% FA; 15% OTHER)					
4393212	FLORIDA-ALABAMA TPO	633,422	645,640	0	1,279,062
4393213	FLORIDA-ALABAMA TPO	0	0	645,640	645,640
Total		**633,422**	**645,640**	**645,640**	**1,924,702**
PORT - SEAPORTS					
4410272	PORT OF PENSACOLA	110,700	0	0	110,700
Total		**110,700**	**0**	**0**	**110,700**
RHH - RAIL HIGHWAY X-INGS - HAZARD					
4420671	GONZALEZ STREET	395,266	0	0	395,266
4420691	SR 289 (N 9TH AVE)	295,441	0	0	295,441
4420711	E JORDAN STREET	403,726	0	0	403,726
Total		**1,094,433**	**0**	**0**	**1,094,433**
SA - STP, ANY AREA					
4167488	SR 87 NEW CONNECTOR	687,274	0	0	687,274
4377461	SR 95 (US 29)	735,515	0	0	735,515
Total		**1,422,789**	**0**	**0**	**1,422,789**

3-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	Total
SCWR - 2015 SB2514A-SMALL CO OUTREACH					
4406261	CR 164 GREENWOOD ROAD	0	2,519,369	0	2,519,369
Total		**0**	**2,519,369**	**0**	**2,519,369**
STPAA - Surface Transportation Program Any Area (ALDOT)					
100040588	SR 180 (CANAL ROAD)	5,700,000	0	0	5,700,000
Total		**5,700,000**	**0**	**0**	**5,700,000**
STPLL - Surface Transportation Program Lillian (ALDOT)					
100060027	US 98 / SR 42	20,000	0	0	20,000
100060029	US 98 / SR 42	265,181	0	0	265,181
100063403	CR 99	20,000	0	0	20,000
100063634	CR 99	0	20,000	0	20,000
100063635	US 98 / SR 42	0	0	20,000	20,000
Total		**305,181**	**20,000**	**20,000**	**345,181**
SU - STP, URBAN AREAS > 200K					
2186055	SR 10 (US 90A) NINE MILE ROAD	0	1,090,000	400,000	1,490,000
2186931	ESCAMBIA/SANTA ROSA	0	32,267	16,655	48,922
4167488	SR 87 NEW CONNECTOR	1,656,636	0	0	1,656,636
4217331	ESCAMBIA COUNTY	300,000	300,000	300,000	900,000
4318833	SR 30 (US 98)	1,316,100	0	0	1,316,100
4318834	SR 10 (US 90)	0	664,542	0	664,542
4318835	SR 30 (US 98)	0	1,365,826	0	1,365,826
4318836	SR 30 (US 98) & SR 10 (US 90)	0	0	2,010,218	2,010,218
4367201	SR 292 GULF BEACH HWY	776,262	0	0	776,262
4371151	SANTA ROSA COUNTY	130,000	130,000	130,000	390,000
4389082	SR 292 PERDIDO KEY DRIVE	0	0	2,242,842	2,242,842

3-Year Summary of Projects by Funding Category

Project #	Project Name	2018/19	2019/20	2020/21	Total
4409153	SR 10 (US 90) CAROLINE ST	553,126	1,500,000	0	2,053,126
Total		**4,732,124**	**5,082,635**	**5,099,715**	**14,914,474**
State - State					
100063605	GULF COAST INTRACOASTAL WATERWAY BRIDGE	25,000,000	0	0	25,000,000
100066637	SR 182 (PERDIDO BEACH BOULEVARD)	271,596	0	0	271,596
100066950	GULF COAST INTRACOASTAL WATERWAY BRIDGE	20,000,000	0	0	20,000,000
Total		**45,271,596**	**0**	**0**	**45,271,596**
TALT - TRANSPORTATION ALTS- ANY AREA					
4335772	CR 296 SAUFLEY FIELD	22,000	0	0	22,000
4370871	HAMILTON BRIDGE ROAD	14,297	0	0	14,297
4370911	CR 197A JAY/SPRING STREET	0	95,711	0	95,711
4407411	CR 399 (EAST BAYOU BOULEVARD)	0	0	170,718	170,718
4424381	SHORELINE DR/FAIRPOINT DR	0	0	174,900	174,900
Total		**36,297**	**95,711**	**345,618**	**477,626**
TALU - TRANSPORTATION ALTS- >200K					
4370871	HAMILTON BRIDGE ROAD	163,727	0	0	163,727
4370911	CR 197A JAY/SPRING STREET	247,024	333,732	0	580,756
4407411	CR 399 (EAST BAYOU BOULEVARD)	0	0	411,737	411,737
Total		**410,751**	**333,732**	**411,737**	**1,156,220**
TMBC - GARCON POINT BRIDGE					
4168131	GARCON POINT TOLL	12,000	12,000	12,000	36,000
Total		**12,000**	**12,000**	**12,000**	**36,000**
TOBC - GARCON POINT BRIDGE					
4050151	TOLL OPERATIONS	1,461,533	1,522,000	1,522,000	4,505,533
Total		**1,461,533**	**1,522,000**	**1,522,000**	**4,505,533**

5-Year Summary of Funding Source

Funding Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
Federal	95,440,066	20,655,329	66,460,609	28,304,310	105,192,716	**316,053,030**
Local	55,205,382	6,175,151	73,479,334	11,976,949	5,103,975	**151,940,791**
State	44,046,062	24,088,592	29,213,604	15,578,659	42,405,992	**155,332,909**
State 100%	0	2,519,369	0	0	0	**2,519,369**
Total	**194,691,510**	**53,438,441**	**169,153,547**	**55,859,918**	**152,702,683**	**625,846,099**

Section 1 - Bridge

100063605 **GULF COAST INTRACOASTAL WATERWAY BRIDGE** **Non-SIS**

Work Summary: BRIDGE CONST. OVER WATER

From: SR 180 (CANAL ROAD)

To: FOLEY BEACH EXPRESS

Lead Agency: ALDOT

Length: 5.46 MI

LRTP #: #8 in Amend. Report p. D-12

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	State	25,000,000	0	0	0	0	**25,000,000**
Total		**25,000,000**	**0**	**0**	**0**	**0**	**25,000,000**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 25,000,000

Project Description: Construct 2-lane Intracoastal Waterway Bridge from SR 180 (Canal Road) to Foley Beach Express. Please note not all of this project is included in the TPO Planning Area, but the project connects to SR 180 (Canal Road) which is in the TPO Planning Area and has a capacity funded improvement as well.

100066950 **GULF COAST INTRACOASTAL WATERWAY BRIDGE** **Non-SIS**

Work Summary: BRIDGE CONST. OVER LAND **From:** SR 180 (CANAL ROAD)

To: FOLEY BEACH EXPRESS

Lead Agency: ALDOT **Length:** 5.46 MI

LRTP #: #8 in Amend. Report p. D-12

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	State	20,000,000	0	0	0	0	**20,000,000**
Total		**20,000,000**	**0**	**0**	**0**	**0**	**20,000,000**

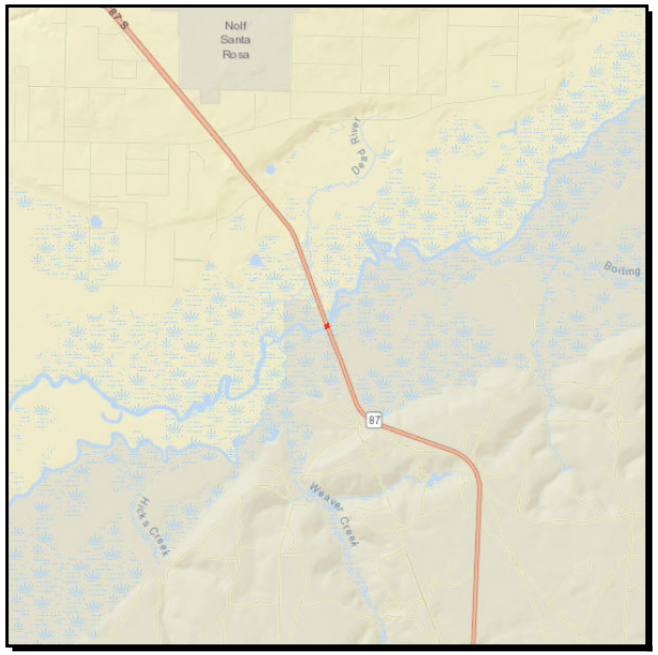
Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 20,000,000

Project Description: Construct 2-lane Intracoastal Waterway Bridge from SR 180 (Canal Road) to Foley Beach Express. Please note not all of this project is included in the TPO Planning Area, but the project connects to SR 180 (Canal Road) which is in the TPO Planning Area and has a capacity funded improvement as well.

4073106 **SR 87** **SIS**



Work Summary: BRIDGE REPAIR/ REHABILITATION

From: OVER YELLOW RIVER BRIDGE

To: BRIDGE NO. 580094

Lead Agency: FDOT

Length: .899 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	DIH	0	8,044	0	0	0	**8,044**
CST	BRRP	0	884,830	0	0	0	**884,830**
Total		**0**	**892,874**	**0**	**0**	**0**	**892,874**

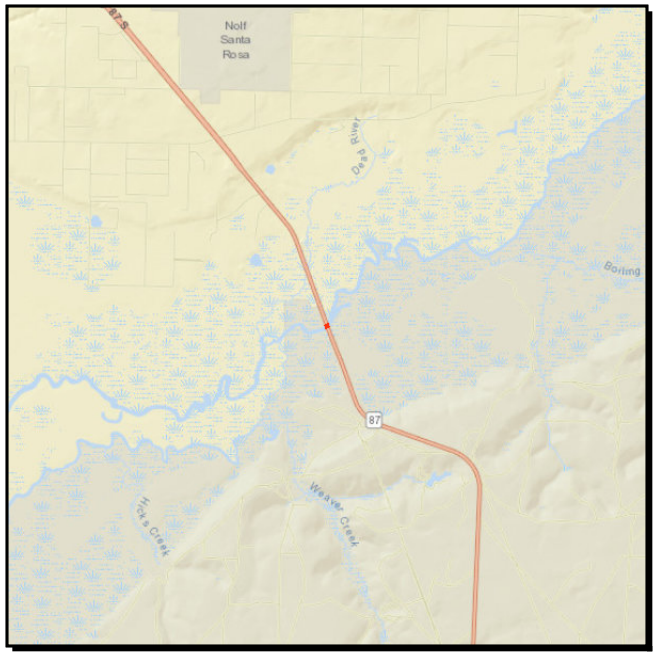
Prior Cost < 2018/19: 54,681

Future Cost > 2022/23: 0

Total Project Cost: 947,555

Project Description: SR 87 Bridge Repair/Rehabilitation over Yellow River in Santa Rosa County. Replace Joints over bents.

4073107 **SR 87** **SIS**



Work Summary: BRIDGE REPAIR/ REHABILITATION

From: OVER YELLOW RIVER

To: BRIDGE NO. 580094

Lead Agency: FDOT

Length: .899 MI

LRTP #: Final Report p. 7-4

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	DIH	0	8,221	0	0	0	**8,221**
CST	BRRP	0	904,216	0	0	0	**904,216**
Total		**0**	**912,437**	**0**	**0**	**0**	**912,437**

Prior Cost < 2018/19: 65,907

Future Cost > 2022/23: 0

Total Project Cost: 978,344

Project Description: SR 87 Bridge Repair/Rehabilitation over Yellow River in Santa Rosa County. Install Structural Jackets on Piles in Bents.

4093341 **SR30 (US98)** **SIS**

Work Summary: BRIDGE REPLACEMENT

From: Phillip D. Beall Sr Bridge

To: Pensacola Bay Bridge #480035

Lead Agency: FDOT

Length: 4.172 MI

LRTP #: Final Report p. 5-4

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
INC	BRP	4,568,079	0	0	0	0	**4,568,079**
INC	BNBR	9,843,677	0	0	0	0	**9,843,677**
INC	ACBR	588,244	0	0	0	0	**588,244**
Total		**15,000,000**	**0**	**0**	**0**	**0**	**15,000,000**

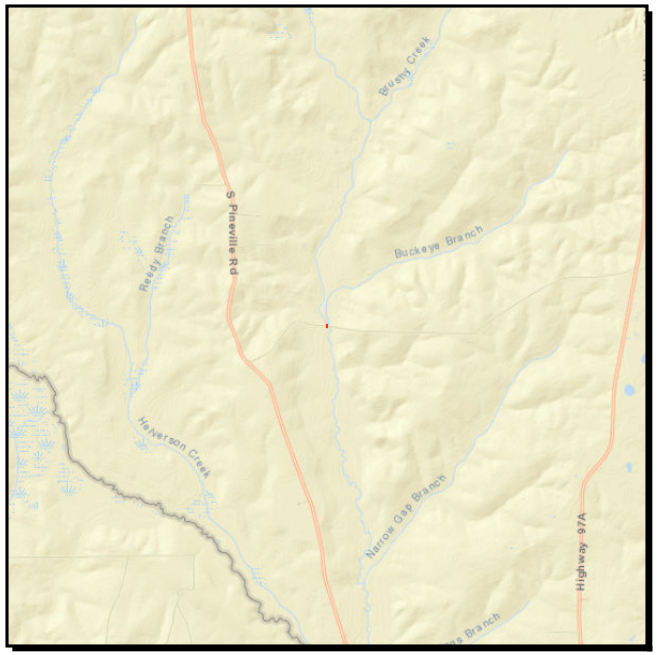
Prior Cost < 2018/19: 465,091,073

Future Cost > 2022/23: 0

Total Project Cost: 480,091,073

Project Description: Replace existing 4 lane bridge with a 6 lane bridge .
Funding is for the bonus of on time completion of the first bridge.
SR 30 (US 98) Bridge Replacement over Pensacola Bay in Escambia and Santa Rosa Counties.

4304681 **O C PHILLIPS ROAD** **Non-SIS**



Work Summary: BRIDGE REPLACEMENT

From: OVER BRUSHY CREEK

To: BRIDGE NO. 484029

Lead Agency: FDOT

Length: .015 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
ROW	LF	0	5,150	0	0	0	**5,150**
ROW	ACBZ	0	25,450	0	0	0	**25,450**
CST	LF	0	0	0	345,468	0	**345,468**
CST	ACBZ	0	0	0	1,049,102	0	**1,049,102**
Total		**0**	**30,600**	**0**	**1,394,570**	**0**	**1,425,170**

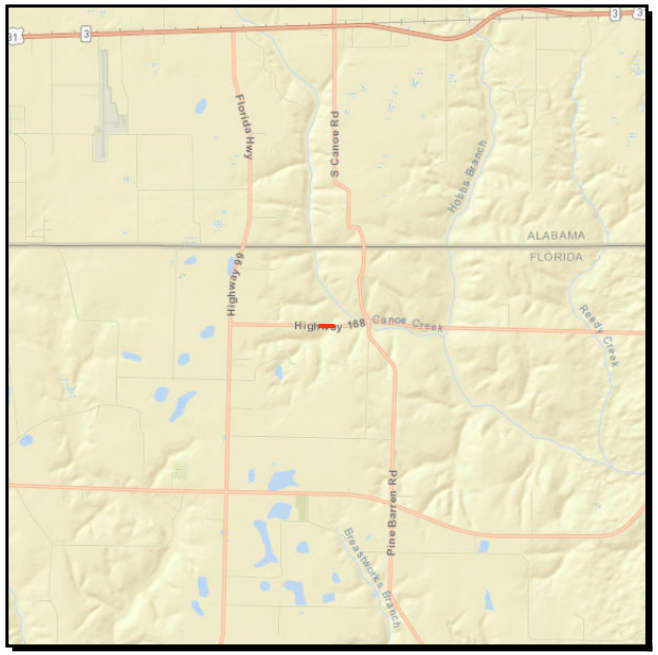
Prior Cost < 2018/19: 742,500

Future Cost > 2022/23: 0

Total Project Cost: 2,167,670

Project Description: This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. OC Phillips Road bridge replacement over Brushy Creek in Escambia County.

4322851 **CR 168** **Non-SIS**



Work Summary: BRIDGE REPLACEMENT

From: OVER UNNAMED BRANCH

To: BRIDGE NO. 480099

Lead Agency: FDOT

Length: .097 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	ACBZ	1,814,048	0	0	0	0	**1,814,048**
Total		**1,814,048**	**0**	**0**	**0**	**0**	**1,814,048**

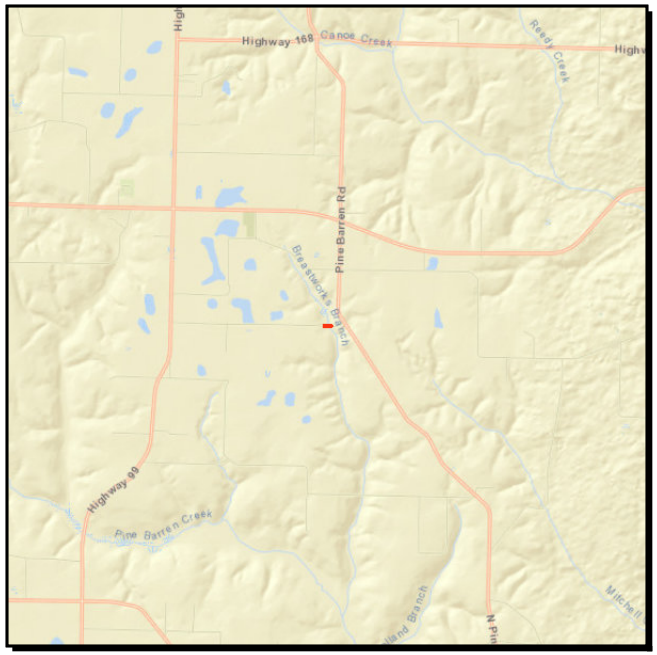
Prior Cost < 2018/19: 654,665

Future Cost > 2022/23: 0

Total Project Cost: 2,468,713

Project Description: This project is NOT within the TPO planning area. Project is included for Rural Work Program reference.
CR 168 Bridge Replacement over unnamed Branch in Escambia County.

4322861 **HANKS ROAD** **Non-SIS**



Work Summary: BRIDGE REPLACEMENT

From: OVER BREASTWORKS CREEK

To: BRIDGE NO. 484020

Lead Agency: FDOT

Length: .225 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	ACBZ	1,544,360	0	0	0	0	**1,544,360**
Total		**1,544,360**	**0**	**0**	**0**	**0**	**1,544,360**

Prior Cost < 2018/19: 665,725

Future Cost > 2022/23: 0

Total Project Cost: 2,210,085

Project Description: This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. Hanks Road Bridge Replacement over Breastworks Creek in Escambia County.

4322871 **DAWSON ROAD** **Non-SIS**

Work Summary: BRIDGE REPLACEMENT

From: OVER PRITCHETT MILL

To: BRIDGE NO. 484046

Lead Agency: FDOT

Length: .012 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
ROW	LF	0	5,375	0	0	0	**5,375**
ROW	ACBZ	0	26,125	0	0	0	**26,125**
CST	LF	0	0	0	382,434	0	**382,434**
CST	ACBZ	0	0	0	1,161,703	0	**1,161,703**
Total		**0**	**31,500**	**0**	**1,544,137**	**0**	**1,575,637**

Prior Cost < 2018/19: 715,000

Future Cost > 2022/23: 0

Total Project Cost: 2,290,637

Project Description: This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. Dawson Road Road bridge replacement over Pritchett Mill in Escambia County.

4322881 **CRARY ROAD** **Non-SIS**

Work Summary: BRIDGE REPLACEMENT

From: OVER PRITCHETT MILL CREEK

To: BRIDGE NO. 484048

Lead Agency: FDOT

Length: .161 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	ACBZ	915,832	0	0	0	0	**915,832**
Total		**915,832**	**0**	**0**	**0**	**0**	**915,832**

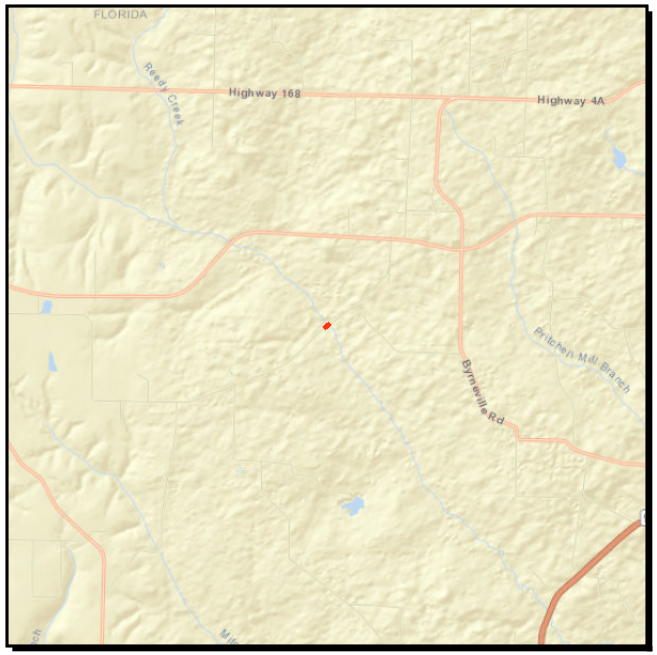
Prior Cost < 2018/19: 546,124

Future Cost > 2022/23: 0

Total Project Cost: 1,461,956

Project Description: This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. Crary Road Bridge Replacement over Pritchett Mill Creek in Escambia County.

4339051 **BRATT ROAD** **Non-SIS**

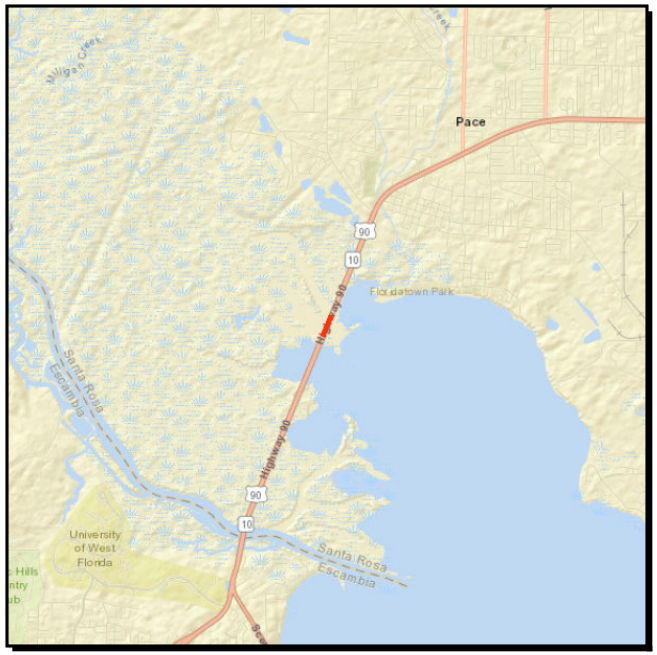


Work Summary: BRIDGE REPLACEMENT
From: OVER CANOE CREEK
To: BRIDGE NO. 484050
Lead Agency: FDOT
Length: .023 MI
LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	ACBZ	3,017,755	0	0	0	0	**3,017,755**
Total		**3,017,755**	**0**	**0**	**0**	**0**	**3,017,755**

Prior Cost < 2018/19: 756,184
Future Cost > 2022/23: 0
Total Project Cost: 3,773,939
Project Description: This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. Bratt Road Bridge Replacement over Canoe Creek in Escambia County.

4358161 **SR 10 (US 90)** **Non-SIS**



Work Summary: BRIDGE REPLACEMENT

From: OVER SIMPSON RIVER

To: BRIDGE NO. 580056 & 580108

Lead Agency: FDOT

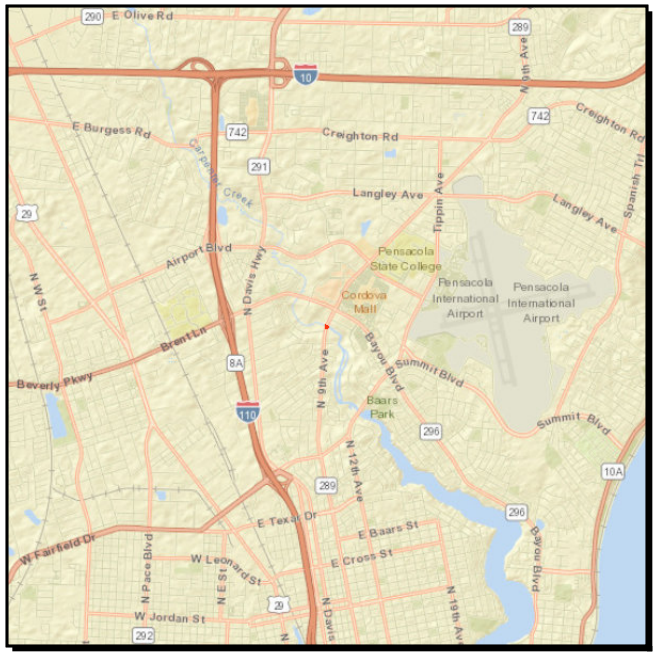
Length: .204 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
ROW	ACBR	82,500	7,500	0	0	0	**90,000**
CST	BRP	0	0	6,718,255	0	0	**6,718,255**
CST	ACBR	0	0	13,856,437	0	0	**13,856,437**
CST	BNBR	0	0	2,586,489	0	0	**2,586,489**
Total		**82,500**	**7,500**	**23,161,181**	**0**	**0**	**23,251,181**

Prior Cost < 2018/19: 1,778,514
Future Cost > 2022/23: 0
Total Project Cost: 25,029,695
Project Description: SR 10 (US 90) Bridge Replacement over Simpson River in Santa Rosa County.

4371781 **SR 289 9TH AVENUE** **Non-SIS**



Work Summary: BRIDGE REPLACEMENT

From: OVER CARPENTERS CREEK

To: BRIDGE NO. 480092

Lead Agency: FDOT

Length: .009 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
ROW	ACBR	870,600	0	0	0	0	**870,600**
CST	ACBR	0	0	2,521,918	0	0	**2,521,918**
Total		**870,600**	**0**	**2,521,918**	**0**	**0**	**3,392,518**

Prior Cost < 2018/19: 852,326
Future Cost > 2022/23: 0
Total Project Cost: 4,244,844
Project Description: SR 289 (9th Avenue) Bridge Replacement over Carpenters Creek in Escambia County.

4376991 **CR 4 W HWY 4** **Non-SIS**

Work Summary: BRIDGE REPLACEMENT

From: OVER CANOE CREEK

To: BRIDGE NO. 480039

Lead Agency: FDOT

Length: .043 MI

LRTP #: Final Report P. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	LF	0	0	177,758	0	0	**177,758**
PE	ACBR	0	0	604,376	0	0	**604,376**
CST	LF	0	0	0	0	1,031,731	**1,031,731**
CST	ACBR	0	0	0	0	3,129,268	**3,129,268**
Total		**0**	**0**	**782,134**	**0**	**4,160,999**	**4,943,133**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 4,943,133

Project Description: This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. CR 4 (West Highway 4) bridge replacement over Canoe Creek in Escambia County.

Local 1 **WOLF BAY BRDIGE** **Non-SIS**

Work Summary: BRIDGE CONST. OVER WATER

From: SR 180 (CANAL ROAD)

To: CR 20

Lead Agency: City of Orange Beach

Length: 6.45 MI

LRTP #: #1 in Amend. Report p. D-14

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	LF	3,600,000	0	0	0	0	**3,600,000**
ROW	LF	0	1,000,000	0	0	0	**1,000,000**
CST	LF	0	0	64,800,000	0	0	**64,800,000**
Total		**3,600,000**	**1,000,000**	**64,800,000**	**0**	**0**	**69,400,000**

Prior Cost < 2018/19: 650,000

Future Cost > 2022/23: 0

Total Project Cost: 70,050,000

Project Description: Contruct 2-lane Wolf Bay Bridge and Connector Roads from SR 180 (Canal Road) to CR 20 in Baldwin County. Please note not all of this project is included in the TPO Planning Area, but the entire project is shown because of logical termini and the entire project is funded by the City of Orange Beach.

Section 2 - Capacity

100040566 **SR 180 (CANAL ROAD)** **Non-SIS**

Work Summary: RIGHT OF WAY - FUTURE CAPACITY

From: SR 59

To: FOLEY BEACH EXPRESS

Lead Agency: ALDOT

Length: 4.74 MI

LRTP #: #1 in Amend. Report p. D-13

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
ROW	BPF	0	3,291,616	0	0	0	**3,291,616**
ROW	BPS	0	822,904	0	0	0	**822,904**
Total		**0**	**4,114,520**	**0**	**0**	**0**	**4,114,520**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 4,114,520

Project Description: Please note the segment from SR 59 to Gulf State Park is NOT within the TPO planning area. This segment is included for the logical termini of the project. Right-of-Way acquistion for 5-laning of SR 180 (Canal Road) from SR 59 to Foley Beach Express.

100040567 **SR 180 (CANAL ROAD)** **Non-SIS**

Work Summary: RELOCATE UTILITY SYSTEMS

From: SR 59

To: FOLEY BEACH EXPRESS

Lead Agency: ALDOT

Length: 4.74 MI

LRTP #: #1 in Amend. Report p. D-13

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
UT	BPF	0	1,084,847	0	0	0	**1,084,847**
UT	BPS	0	271,211	0	0	0	**271,211**
Total		**0**	**1,356,058**	**0**	**0**	**0**	**1,356,058**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 1,356,058

Project Description: Please note the segment from SR 59 to Gulf State Park is NOT within the TPO planning area. This segment is included for the logical termini of the project. Relocation of utilities for the 5-laning of SR 180 (Canal Road) from SR 59 to Foley Beach Express.

100040568 **SR 180 (CANAL ROAD)** **Non-SIS**

Work Summary: ADD LANES & RECONSTRUCT

From: SR 59

To: FOLEY BEACH EXPRESS

Lead Agency: ALDOT

Length: 4.74 MI

LRTP #: #1 in Amend. Report p. D-13

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	BPS	0	0	2,954,947	0	0	**2,954,947**
CST	BPF	0	0	10,000,000	0	0	**10,000,000**
Total		**0**	**0**	**12,954,947**	**0**	**0**	**12,954,947**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 12,954,947

Project Description: Please note the segment from SR 59 to Gulf State Park is NOT within the TPO planning area. This segment is included for the logical termini of the project. Widening for the 5-laning of SR 180 (Canal Road) from SR 59 to Foley Beach Express.

100040588 **SR 180 (CANAL ROAD)** **Non-SIS**

Work Summary: RELOCATE UTILITY SYSTEMS

From: FOLEY BEACH EXPRESSWAY

To: SR 161 (ORANGE BEACH BLVD)

Lead Agency: ALDOT

Length: 2.888 MI

LRTP #: #1 in Amend. Report p. D-12

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
UT	LF	1,385,000	0	0	0	0	**1,385,000**
UT	STPAA	5,700,000	0	0	0	0	**5,700,000**
UT	BPF	1,500,000	0	0	0	0	**1,500,000**
Total		**8,585,000**	**0**	**0**	**0**	**0**	**8,585,000**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 8,585,000

Project Description: Location of utilities for the 5-laning of SR 180 (Canal Road) from Foley Beach Expressway to SR 161 (Orange Beach Boulevard).

100040589 **SR 180 (CANAL ROAD)** **Non-SIS**

Work Summary: ADD LANES & RECONSTRUCT

From: FOLEY BEACH EXPRESSWAY

To: SR 161 (ORANGE BEACH BLVD)

Lead Agency: ALDOT

Length: 2.888 MI

LRTP #: #1 in Amend. Report p. D-11

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	State	0	0	0	7,593,618	0	**7,593,618**
CST	BPF	0	0	0	585,277	0	**585,277**
Total		**0**	**0**	**0**	**8,178,895**	**0**	**8,178,895**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 8,178,895

Project Description: Construction for the 5-laning of SR 180 (Canal Road) from Foley Beach Expressway to SR 161 (Orange Beach Boulevard).

2184291 **SR 742 BURGESS ROAD** **Non-SIS**

Work Summary: RIGHT OF WAY - FUTURE CAPACITY

From: SR 95 (US 29)

To: HILBURN ROAD

Lead Agency: FDOT

Length: 1.912 MI

LRTP #: #7 in Amend. Report p. D-9

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
ROW	DIH	0	0	105,000	0	0	**105,000**
ROW	DDR	0	0	3,142,762	0	0	**3,142,762**
Total		**0**	**0**	**3,247,762**	**0**	**0**	**3,247,762**

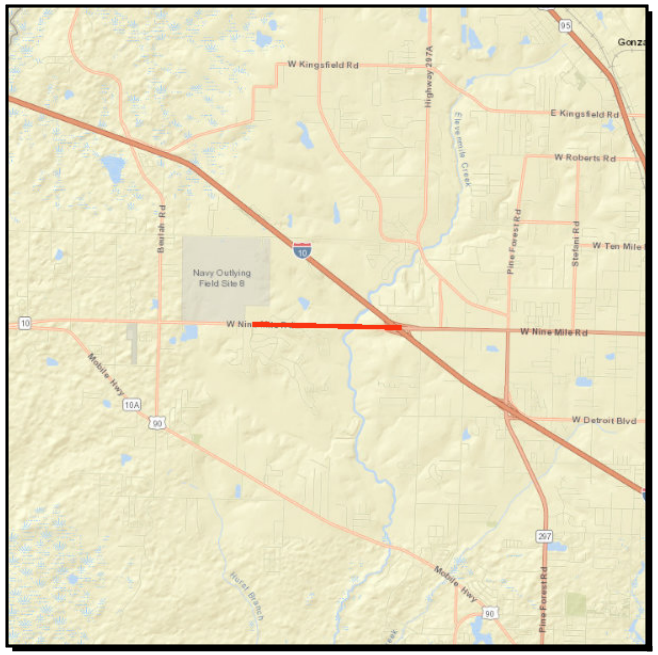
Prior Cost < 2018/19: 5,055,337

Future Cost > 2022/23: 0

Total Project Cost: 8,303,099

Project Description: TPO Non-SIS Priority #11.
Widening of SR 242 (Burgess Road) from SR 95 (US 29) to Hilburn Road to 4 lanes.

2185192 **SR 10 (US 90A) NINE MILE ROAD** **Non-SIS**



Work Summary: INTERCHANGE (NEW)

From: FOXTAIL LOOP

To: E OF SR 8 (I-10)

Lead Agency: FDOT

Length: 1.906 MI

LRTP #: #41 in Amend. Report p. D-10

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	DIH	50,000	0	0	0	0	**50,000**
PE	DDR	1,000,000	0	0	0	0	**1,000,000**
Total		**1,050,000**	**0**	**0**	**0**	**0**	**1,050,000**

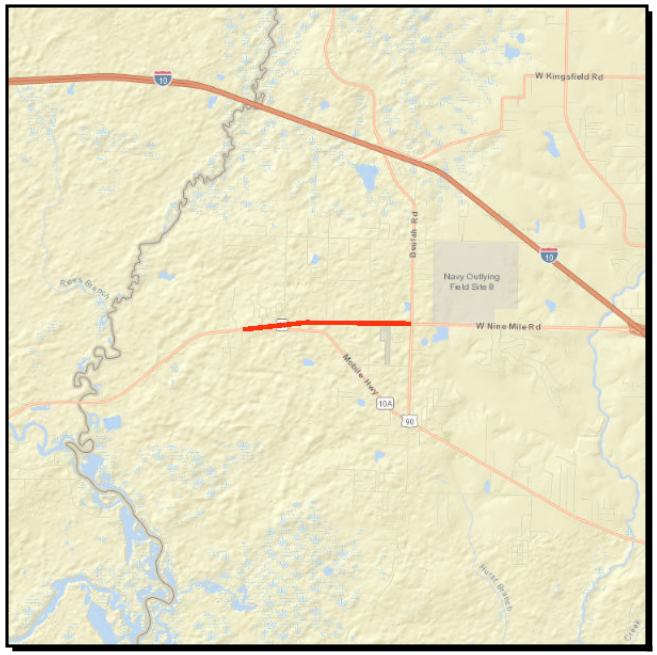
Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 1,050,000

Project Description: TPO Non-SIS Project Priority.
SR 10 (US 90A) Nine Mile Road from Foxtail Loop to SR 8 (I-10) Improvement with Flyover at Navy Federal Way.

2186055 **SR 10 (US 90A) NINE MILE ROAD** **Non-SIS**



Work Summary: RIGHT OF WAY - FUTURE CAPACITY

From: SR 10A (US 90)

To: CR 99 BEULAH ROAD

Lead Agency: FDOT

Length: 1.797 MI

LRTP #: #6 in Amend. Report p. D-9

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
ROW	SU	0	1,090,000	400,000	0	0	**1,490,000**
ROW	DIH	0	0	10,000	0	0	**10,000**
Total		**0**	**1,090,000**	**410,000**	**0**	**0**	**1,500,000**

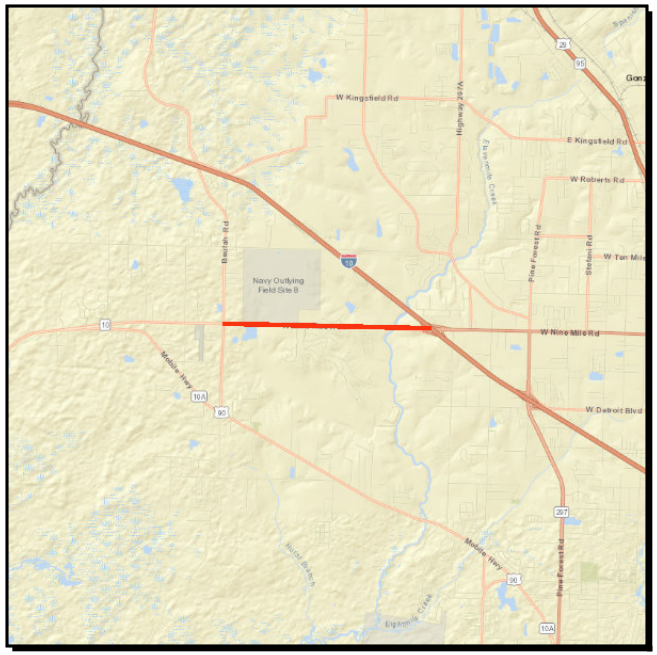
Prior Cost < 2018/19: 2,049,243

Future Cost > 2022/23: 0

Total Project Cost: 3,549,243

Project Description: TPO Non-SIS Project Priority #10.
Widening of SR 10 (US 90A) Nine Mile Road from SR 10A (US 90) to CR 99 (Beulah Road) to 4 lanes.

2186056 **SR 10 (US 90A) NINE MILE ROAD** **Non-SIS**



Work Summary: ADD LANES & RECONSTRUCT

From: CR 99 Beulah Road

To: SR 8 (I-10)

Lead Agency: FDOT

Length: 3.201 MI

LRTP #: #7 in Amend. Report p. D-7

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
INC	DDR	700,000	0	0	0	0	**700,000**
Total		**700,000**	**0**	**0**	**0**	**0**	**700,000**

Prior Cost < 2018/19: 27,513,279

Future Cost > 2022/23: 0

Total Project Cost: 28,213,279

Project Description: Committed TPO Non-SIS Project Priority.
Widening of SR 10 (US 90A) Nine Mile Road from CR 99 (Beulah Road) to SR 8 (I-10) to 4 lanes.

2186057 **SR 10 (US 90A) NINE MILE ROAD** **Non-SIS**

Work Summary: ADD LANES & RECONSTRUCT

From: SR 8 (I-10)

To: SR 297 Pine Forest Road

Lead Agency: FDOT

Length: .816 MI

LRTP #: #5 in Amend. Report p. D-7

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
INC	DDR	300,000	0	0	0	0	**300,000**
Total		**300,000**	**0**	**0**	**0**	**0**	**300,000**

Prior Cost < 2018/19: 14,532,218

Future Cost > 2022/23: 0

Total Project Cost: 14,832,218

Project Description: Committed TPO Non-SIS Project Priority.
Widening of SR 10 (US 90A) Nine Mile Road from SR 8 (I-10) to SR 297 (Pine Forest Road) to 4 lanes.

2204263 **SR 30 (US 98) GULF BREEZE PKWY** **SIS**

Work Summary: PRELIM ENG FOR FUTURE CAPACITY

From: PORTSIDE DRIVE

To: BERGREN ROAD

Lead Agency: FDOT

Length: 5.473 MI

LRTP #: #19 in Amend. Report p. D-8

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	DDR	0	0	0	0	2,350,285	**2,350,285**
PE	SU	0	0	0	0	2,049,715	**2,049,715**
Total		**0**	**0**	**0**	**0**	**4,400,000**	**4,400,000**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 4,400,000

Project Description: TPO Non-SIS Project Priority #32 and SIS Project Priority #12.
Widening of SR 30 (US 98) Gulf Breeze Parkway from Portside Drive to Bergren Road to 6 lanes.

2204265 **SR 30 (US 98) GULF BREEZE PKWY** **SIS**

Work Summary: PRELIM ENG FOR FUTURE CAPACITY

From: E OF ORTEGA STREET

To: OKALOOSA CO LINE

Lead Agency: FDOT

Length: 3.435 MI

LRTP #: #19 in Amend. Report p. D-8

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	DIH	0	0	0	400,000	0	**400,000**
PE	DDR	0	0	0	555,946	0	**555,946**
PE	SU	0	0	0	3,444,054	0	**3,444,054**
Total		**0**	**0**	**0**	**4,400,000**	**0**	**4,400,000**

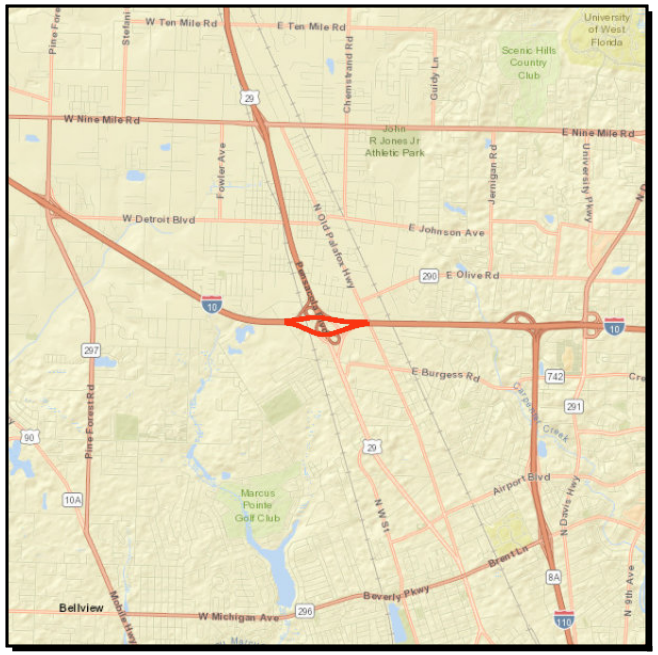
Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 4,400,000

Project Description: TPO Non-SIS Project Priority #29 and SIS Project Priority #9.
Widening of SR 30 (US 98) Gulf Breeze Parkway from E. of Ortega Street to the Okaloosa County Line to 6 lanes.

2224761 **SR 8 (I-10)** **SIS**



Work Summary: INTERCHANGE - ADD LANES **From:** @ SR 95 (US 29) INTERCHANGE

To:

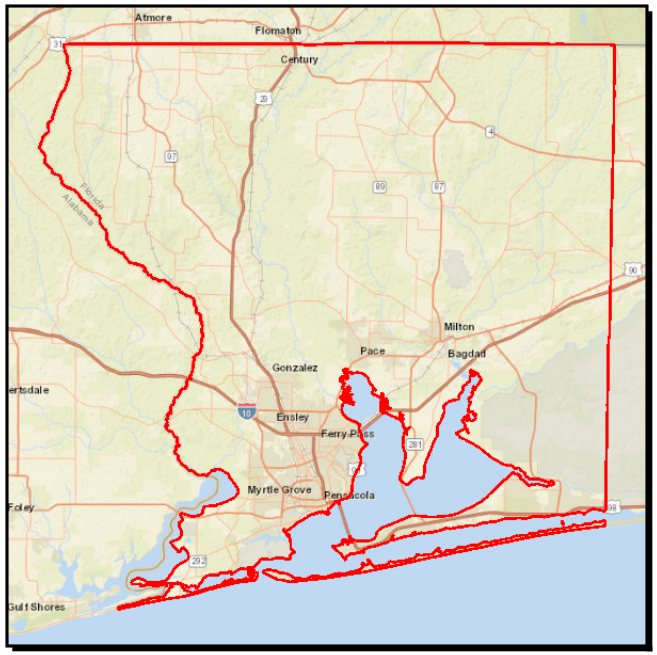
Lead Agency: FDOT **Length:** 5.816 MI

LRTP #: #1 in Amend. Report p. D-11

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
ROW	DI	0	0	3,855,700	7,287,500	525,000	**11,668,200**
ROW	DIH	0	0	80,000	147,500	50,000	**277,500**
ENV	ACNP	0	0	0	303,946	0	**303,946**
CST	DI	0	0	0	0	33,497,936	**33,497,936**
RRU	ACNP	0	0	0	0	564,500	**564,500**
CST	ACNP	0	0	0	0	73,544,552	**73,544,552**
Total		**0**	**0**	**3,935,700**	**7,738,946**	**108,181,988**	**119,856,634**

Prior Cost < 2018/19: 10,507,703
Future Cost > 2022/23: 0
Total Project Cost: 130,364,337
Project Description: TPO SIS Project Priority #1.
I-10/US 29 Interchange Major Improvement Phase II.

4125452 **ESCAMBIA/SANTA ROSA** **Non-SIS**



Work Summary: TRAFFIC SIGNALS

From: COORD. TRAFFIC SIGNAL

To: OPERATIONS

Lead Agency: City of Pensacola

LRTP #: #1 in Amend. Report p. D-9

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
OPS	DITS	38,089	160	0	0	0	**38,249**
OPS	DDR	261,911	299,840	300,000	0	0	**861,751**
Total		**300,000**	**300,000**	**300,000**	**0**	**0**	**900,000**

Prior Cost < 2018/19: 1,500,000

Future Cost > 2022/23: 0

Total Project Cost: 2,400,000

Project Description: TPO Non-SIS Project Priority #1B.
Upgrading of signal timings in Escambia and Santa Rosa counties.

4130624 **SR 8 (I-10)** **SIS**

Work Summary: PD&E/EMO STUDY

From: SR 281 (AVALON BLVD.)

To: OKALOOSA COUNTY LINE

Lead Agency: FDOT

Length: 20.969 MI

LRTP #: #11 and #12 in Amend. Report p. C-3

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PDE	ACFP	3,080,000	0	0	0	0	**3,080,000**
Total		**3,080,000**	**0**	**0**	**0**	**0**	**3,080,000**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 3,080,000

Project Description: On December 12, 2018 TPO agenda for approval.
Widening of SR 8 (I-10) from SR 281 (Avalon Boulevard) to Okaloosa County Line to 6 lanes.

4147061 **PENSACOLA ITS PROJECT** **SIS**

Work Summary: TRAFFIC MANAGEMENT CENTERS

From: VIDEO MONITORING

To: PENSACOLA BAY BR #480035

Lead Agency: FDOT

Length: 2.967 MI

LRTP #: #1 in Amend. Report p. D-9

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
OPS	DITS	596,000	0	0	0	0	**596,000**
Total		**596,000**	**0**	**0**	**0**	**0**	**596,000**

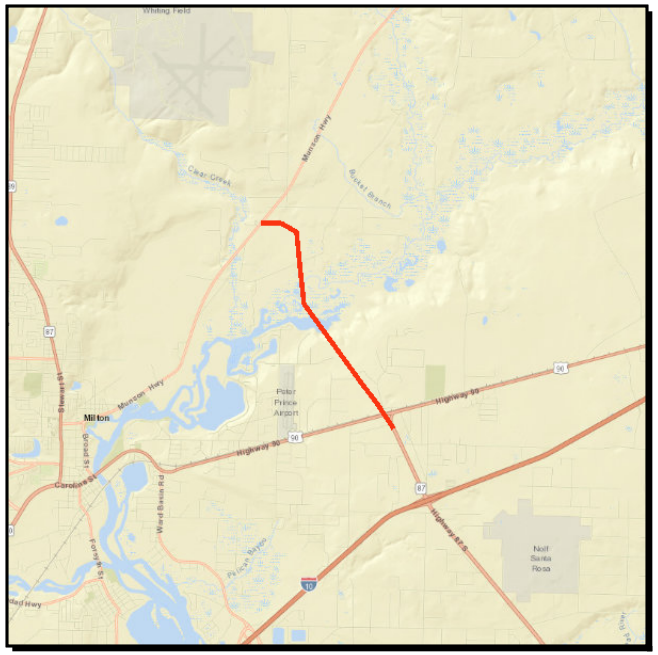
Prior Cost < 2018/19: 36,194,515

Future Cost > 2022/23: 0

Total Project Cost: 36,790,515

Project Description: TPO Non-SIS Project Priority #1B.
Freeway Management System project monitored at the Regional Transportation Management Center. It is a 10 year project with a 10 year renewal option. The reduction of funds in 2019/20 is the start of the 10 year renewal option.

4167488 **SR 87 NEW CONNECTOR** **Non-SIS**



Work Summary: PRELIM ENG FOR FUTURE CAPACITY

From: SR 10 (US 90)

To: CR 191 MUNSON HWY

Lead Agency: FDOT

Length: 3.500 MI

LRTP #: #5 in Amend. Report p. D-11

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	DIH	499,860	0	0	0	0	**499,860**
PE	DDR	171,749	0	0	0	0	**171,749**
PE	SU	1,656,636	0	0	0	0	**1,656,636**
PE	SA	687,274	0	0	0	0	**687,274**
PE	ACSA	2,482,941	0	0	0	0	**2,482,941**
Total		**5,498,460**	**0**	**0**	**0**	**0**	**5,498,460**

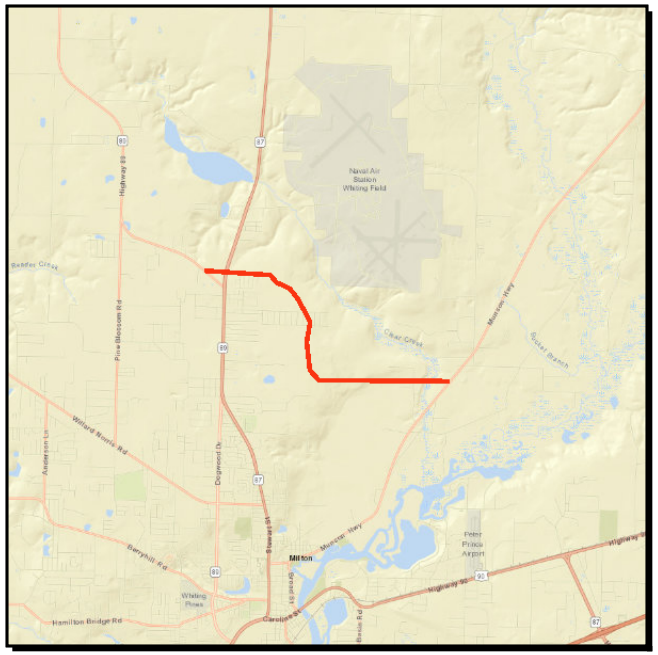
Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 5,498,460

Project Description: TPO SIS Project Priority #7.
Widening of SR 87 New Connector from SR 10 (US 90) to CR 191 (Munson Highway) to 4 lanes.

4167489 **SR 87 NEW CONNECTOR** **Non-SIS**



Work Summary: PRELIM ENG FOR FUTURE CAPACITY

From: CR 191 MUNSON HWY

To: SR 87 N

Lead Agency: FDOT

Length: 4.700 MI

LRTP #: #5 in Amend. Report p. D-11

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	DIH	351,840	0	0	0	0	**351,840**
PE	ACSA	3,518,400	0	0	0	0	**3,518,400**
Total		**3,870,240**	**0**	**0**	**0**	**0**	**3,870,240**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 3,870,240

Project Description: TPO SIS Project Priority #7.
Widening of SR 87 New Connector from CR 191 (Munson Highway) to SR 87 North to 4 lanes.

4210121 **SR173 (BLUE ANGEL PARKWAY)** **SIS**

Work Summary: RIGHT OF WAY ACQUISITION

From: SR292 (Sorrento Road/Gulf Beach Hwy)

To: SR30 (US98)

Lead Agency: Escambia

Length: 3.239 MI

LRTP #: #8 in Amend. Report p. D-7

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
ROW	LF	0	0	5,000,000	0	0	**5,000,000**
Total		**0**	**0**	**5,000,000**	**0**	**0**	**5,000,000**

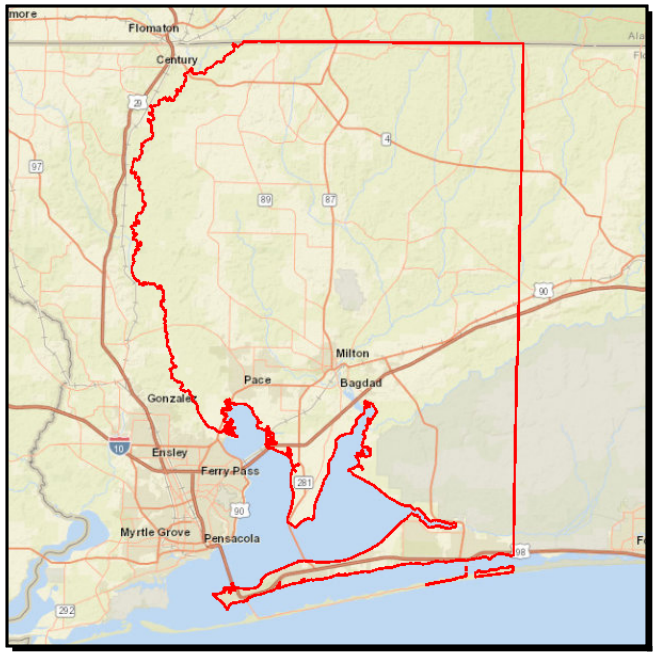
Prior Cost < 2018/19: 4,368,211

Future Cost > 2022/23: 0

Total Project Cost: 9,368,211

Project Description: TPO Non SIS Project Priority #24 and SIS Project Priority #6.
Widening of SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road/Gulf Beach Highway) to SR 30 (US 98) to 4 lanes.

4318833 **SR 30 (US 98)** **SIS**



Work Summary: MISCELLANEOUS CONSTRUCTION

From: CORRIDOR MANAGEMENT

To: IMPROVEMENT PROJECTS

Lead Agency: Santa Rosa

Length: 2.837 MI

LRTP #: #3 in Amend. Report p. D-9

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	SU	1,316,100	0	0	0	0	**1,316,100**
Total		**1,316,100**	**0**	**0**	**0**	**0**	**1,316,100**

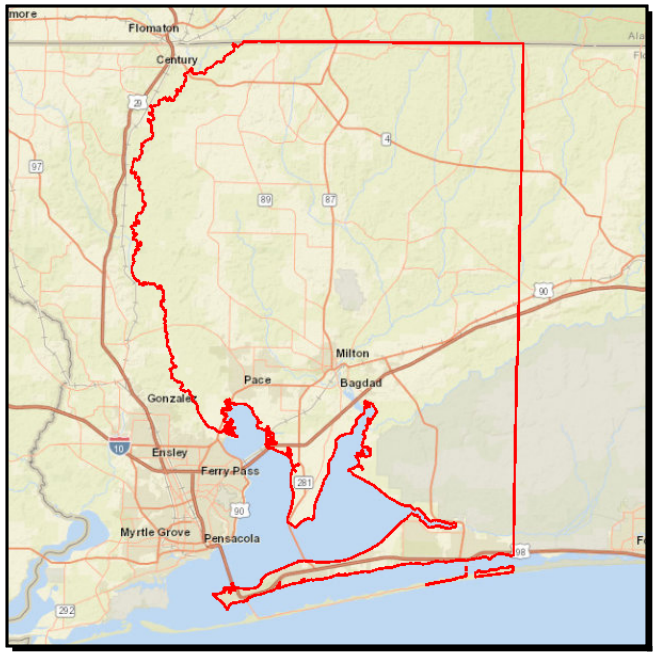
Prior Cost < 2018/19: 392,338

Future Cost > 2022/23: 0

Total Project Cost: 1,708,438

Project Description: TPO Non-SIS Project Prioritiy #3A.
Box funds for the implementation of mobility management projects on US 98 in Santa Rosa County.

4318834 **SR 10 (US 90)** **Non-SIS**



Work Summary: MISCELLANEOUS CONSTRUCTION

From: CORRIDOR MANAGEMENT

To: IMPROVEMENT PROJECTS

Lead Agency: Santa Rosa

Length: 6.503 MI

LRTP #: #3 in Amend. Report p. D-9

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	SU	0	664,542	0	0	0	**664,542**
Total		**0**	**664,542**	**0**	**0**	**0**	**664,542**

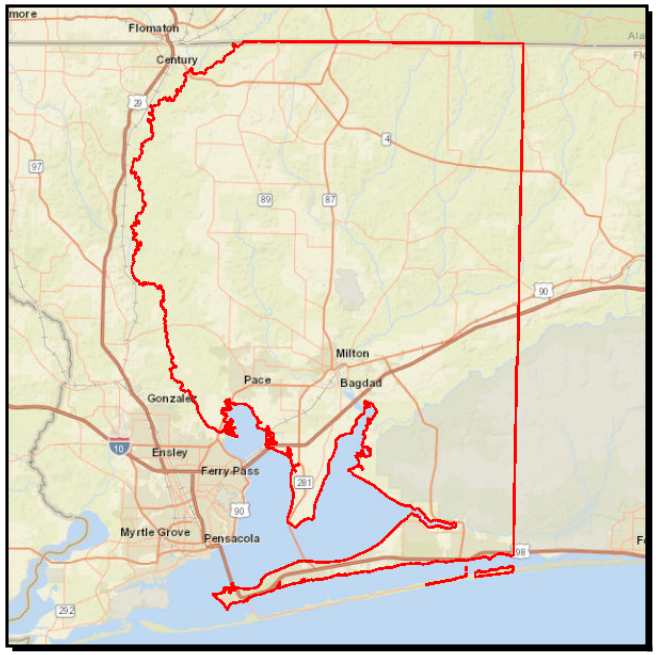
Prior Cost < 2018/19: 407,337

Future Cost > 2022/23: 0

Total Project Cost: 1,071,879

Project Description: TPO Non-SIS Project Priority #3B.
Box funds for the implementation of mobility management projects on US 90 in Santa Rosa County.

4318835 **SR 30 (US 98)** **Non-SIS**



Work Summary: MISCELLANEOUS CONSTRUCTION

From: CORRIDOR MANAGEMENT

To: IMPROVEMENT PROJECTS

Lead Agency: Santa Rosa

Length: 15.428 MI

LRTP #: #3 in Amend. Report p. D-9

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	SU	0	1,365,826	0	0	0	**1,365,826**
Total		**0**	**1,365,826**	**0**	**0**	**0**	**1,365,826**

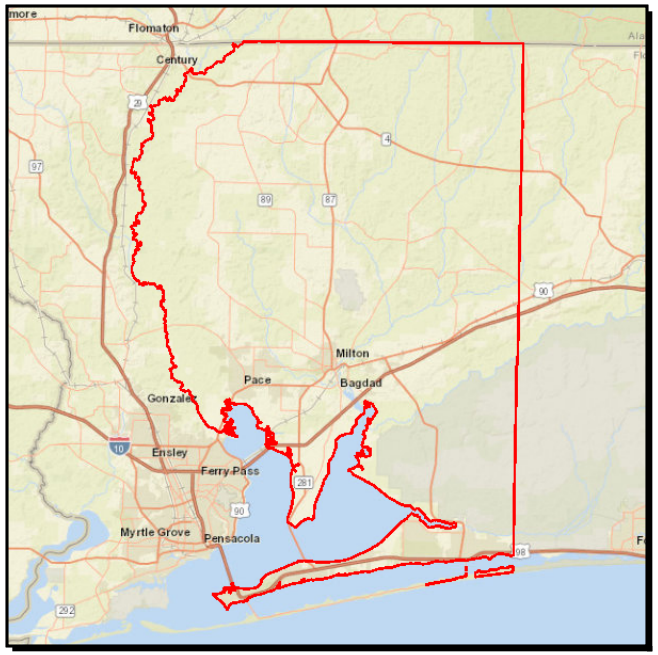
Prior Cost < 2018/19: 305,075

Future Cost > 2022/23: 0

Total Project Cost: 1,670,901

Project Description: TPO Non-SIS Project Priority #3B.
Boxed funds for the Implementation of mobility management projects on US 98 in Santa Rosa County.

4318836 **SR 30 (US 98) & SR 10 (US 90)** **SIS**



Work Summary: MISCELLANEOUS CONSTRUCTION

From: CORRIDOR MANAGEMENT

To: IMPROVEMENT PROJECTS

Lead Agency: Santa Rosa

Length: 11.288 MI

LRTP #: #3 in Amend. Report p. D-9

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	DIH	0	0	16,598	0	0	**16,598**
CST	SU	0	0	2,010,218	0	0	**2,010,218**
Total		**0**	**0**	**2,026,816**	**0**	**0**	**2,026,816**

Prior Cost < 2018/19: 343,720

Future Cost > 2022/23: 0

Total Project Cost: 2,370,536

Project Description: TPO Non-SIS Project Priority #3C.
Box funds for the Implementation of mobility management projects on US 90 and US 98 in Santa Rosa County.

4318837 **SR 727 FAIRFIELD DR** **Non-SIS**

Work Summary: CORRIDOR/SUBAREA PLANNING

From: SR10A (US90) MOBILE HWY

To: SR 298 LILLIAN HWY

Lead Agency: Escambia

Length: 2.941 MI

LRTP #: #3 in Amend. Report p. D-9

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	DIH	0	0	0	8,308	0	**8,308**
PE	SU	0	0	0	955,661	0	**955,661**
Total		**0**	**0**	**0**	**963,969**	**0**	**963,969**

Prior Cost < 2018/19: 106

Future Cost > 2022/23: 0

Total Project Cost: 964,075

Project Description: Box funds for the implementation of mobility management projects on SR 727 (Fairfield Drive) from SR 10A (US 90) Mobile Highway to SR 298 (Lillian Highway).

4331131 **SR 8 (I-10)** **SIS**

Work Summary: INTERCHANGE JUSTIFICA/MODIFICA

From: @CR 99 (Beulah Road)

To:

Lead Agency: FDOT

Length: 2.750 MI

LRTP #: #2 in Amend. Report p. D-11

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	ACNP	836,592	0	0	0	0	**836,592**
Total		**836,592**	**0**	**0**	**0**	**0**	**836,592**

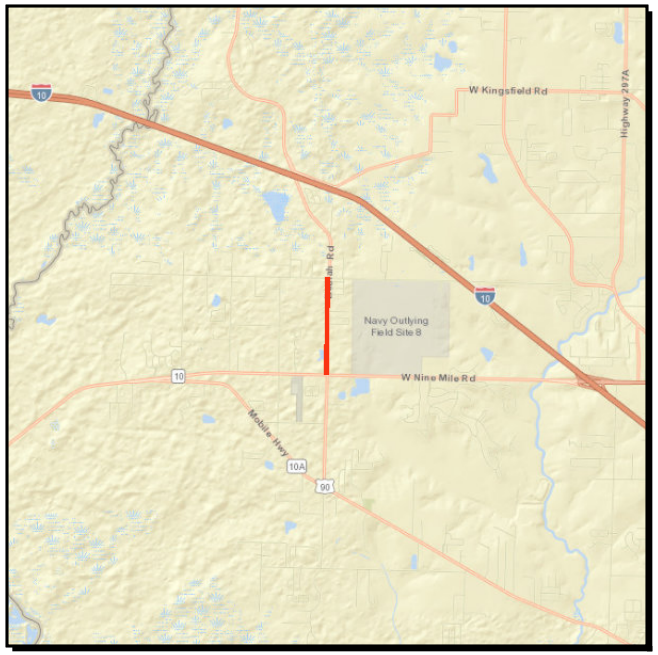
Prior Cost < 2018/19: 1,913,475

Future Cost > 2022/23: 0

Total Project Cost: 2,750,067

Project Description: TPO SIS Project Priority #2.
Construction of a new interchange at I-10/Beulah Road.

4331132 **CR 99 (BEULAH RD)** **Non-SIS**



Work Summary: PD&E/EMO STUDY

From: SR 10 (US 90A) NINE MILE ROAD

To: FRANK REEDER ROAD

Lead Agency: FDOT

Length: 1.149 MI

LRTP #: #9 and #10 in Amend. Report p. D-9

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PDE	GFSU	367,500	0	0	0	0	**367,500**
Total		**367,500**	**0**	**0**	**0**	**0**	**367,500**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 367,500

Project Description: On December 12, 2018 TPO agenda for approval.
TPO Non-SIS Project Priority #13.
Widening of CR 99 (Beulah Road) from SR 10 (US 90A) Nine Mile Road to Frank Reeder Road.

4331133 **CR 99 (BEULAH RD)** **Non-SIS**

Work Summary: PD&E/EMO STUDY

From: FRANK REEDER ROAD

To: ISAAC LANE

Lead Agency: FDOT

Length: 0.420 MI

LRTP #: #9 and #10 in Amend. Report p. D-9

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PDE	GFSU	157,500	0	0	0	0	**157,500**
Total		**157,500**	**0**	**0**	**0**	**0**	**157,500**

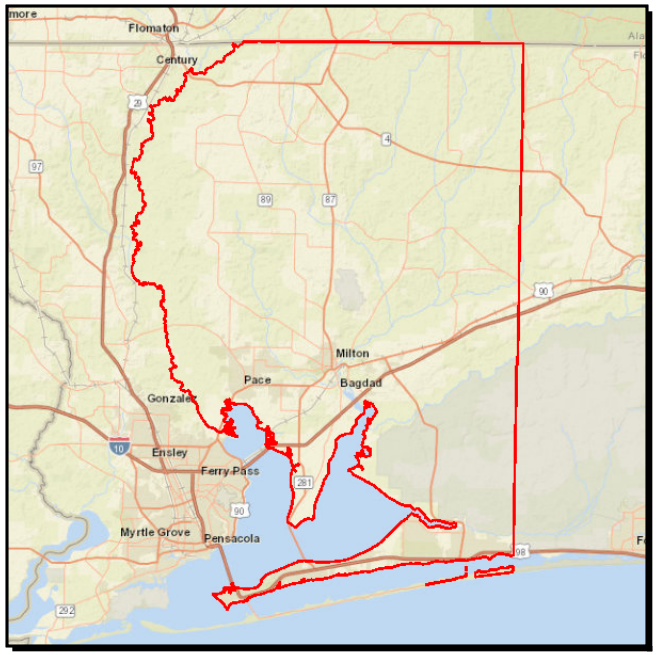
Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 157,500

Project Description: On December 12, 2018 TPO agenda for approval.
TPO Non-SIS Project Priority #13.
Widening of CR 99 (Beulah Road) from Frank Reeder Road to Isaac Lane.

4371151 **SANTA ROSA COUNTY** **Non-SIS**



Work Summary: CORRIDOR/SUBAREA PLANNING

From: PLANNING STUDIES UPDATES

To:

Lead Agency: TPO

LRTP #: #2 in Amend. Report p. D-9

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PLN	SU	130,000	130,000	130,000	150,000	0	**540,000**
Total		**130,000**	**130,000**	**130,000**	**150,000**	**0**	**540,000**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 540,000

Project Description: TPO Non-SIS Project Priority #2A-2D.
Mobility management plan looking at Operation and Safety Improvements.

4378441 **SR 30 (US 98) GREGORY ST & BAYFRONT PKWY** **SIS**

Work Summary: MISCELLANEOUS CONSTRUCTION

From: @ 17TH AVE INTERCHANGE

To:

Lead Agency: FDOT

Length: 0.804 MI

LRTP #: #33 in Amend. Report p. D-10

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
DSB	ACNP	31,521,337	0	0	0	0	**31,521,337**
PE	DIH	13,190	0	0	0	0	**13,190**
PE	ACNP	400,000	0	0	0	0	**400,000**
Total		**31,934,527**	**0**	**0**	**0**	**0**	**31,934,527**

Prior Cost < 2018/19: 1,099,593

Future Cost > 2022/23: 0

Total Project Cost: 33,034,120

Project Description: Committed TPO Non-SIS project Priority.
Design Build for the construction of the interchange at Gregory Street, Bayfront Parkway and 17th Avenue.

4409041 **W MAIN STREET** **Non-SIS**

Work Summary: PRELIMINARY ENGINEERING

From: BARRANCAS AVENUE

To: S CLUBBS STREET

Lead Agency: Escambia

Length: .785 MI

LRTP #: #22 in Amend. Report p. D-10

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	SU	0	0	0	250,000	0	**250,000**
Total		**0**	**0**	**0**	**250,000**	**0**	**250,000**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 250,000

Project Description: TPO Non-SIS Project Priority #6A.
Design for Complete Street on West Main Street from Barrancas Avenue to S. Clubbs Street.

4409152 **SR 10 (US 90) CAROLINE ST** **Non-SIS**

Work Summary: PRELIM ENG FOR FUTURE CAPACITY

From: SR 87 STEWART ST

To: CR 89 WARD BASIN RD

Lead Agency: FDOT

Length: 1.584 MI

LRTP #: #12 in Amend. Report p. D-9

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	SU	0	0	0	0	2,750,000	**2,750,000**
Total		**0**	**0**	**0**	**0**	**2,750,000**	**2,750,000**

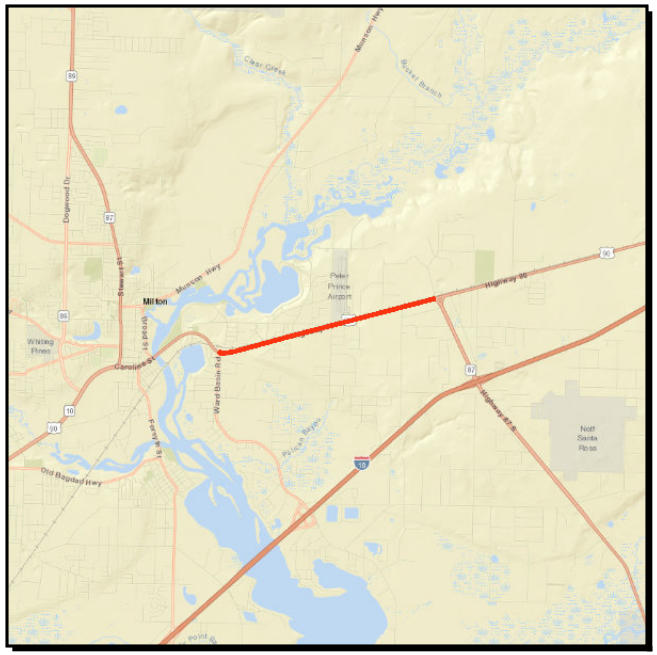
Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 2,750,000

Project Description: TPO Non-SIS Project Priority #15.
Widening of SR 10 (US 90) Caroline Street from SR 87 (Stewart Street) to CR 89 (Ward Basin Road) to 4 lanes.

4409153 **SR 10 (US 90) CAROLINE ST** **Non-SIS**



Work Summary: PRELIM ENG FOR FUTURE CAPACITY

From: CR 89 WARD BASIN RD

To: SR 87S

Lead Agency: FDOT

Length: 3.134 MI

LRTP #: #12 in Amend. Report p. D-9

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	DIH	20,000	200,000	0	0	0	**220,000**
PE	SU	553,126	1,500,000	0	0	0	**2,053,126**
PE	ACSU	146,874	0	0	0	0	**146,874**
Total		**720,000**	**1,700,000**	**0**	**0**	**0**	**2,420,000**

Prior Cost < 2018/19: 598,187

Future Cost > 2022/23: 0

Total Project Cost: 3,018,187

Project Description: TPO Non-SIS Project Priority #16.
Widening of SR 10 (US 90) Caroline Street from CR 89 Ward Basin Road to SR 87S to 4 lanes.

Section 3 - Bike/ Pedestrian

100060027 **US 98 / SR 42** **Non-SIS**

Work Summary: PAVE SHOULDERS

From: Barclay Ave

To: Alabama State Line

Lead Agency: ALDOT

Length: 1.35 MI

LRTP #: #5 in Amend. Report p. D-11

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	STPLL	20,000	0	0	0	0	**20,000**
PE	LF	5,000	0	0	0	0	**5,000**
Total		**25,000**	**0**	**0**	**0**	**0**	**25,000**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 25,000

Project Description: TPO Committed Alabama Bicycle & Pedestrian Project Priority.
Pave shoulders on US 98/SR 42 from Barclay Ave. to the Alabama State Line.

100060029 **US 98 / SR 42** **Non-SIS**

Work Summary: PAVE SHOULDERS

From: Barclay Ave

To: Alabama State Line

Lead Agency: ALDOT

Length: 1.35 MI

LRTP #: #5 in Amend. Report p. D-12

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	STPLL	265,181	0	0	0	0	**265,181**
CST	LF	66,295	0	0	0	0	**66,295**
Total		**331,476**	**0**	**0**	**0**	**0**	**331,476**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 331,476

Project Description: TPO Committed Alabama Bicycle & Pedestrian Project Priority.
Pave shoulders on US 98 / SR 42 from Barclay Ave. to the Alabama State Line.

100063403 **CR 99** **Non-SIS**

Work Summary: PAVE SHOULDERS

From: CARRIER DRIVE

To: SPANISH COVE DRIVE

Lead Agency: ALDOT

Length: 2.0 MI

LRTP #: #2 in Amend. Report p. D-11

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	STPLL	20,000	0	0	0	0	**20,000**
PE	LF	5,000	0	0	0	0	**5,000**
Total		**25,000**	**0**	**0**	**0**	**0**	**25,000**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 25,000

Project Description: TPO #1 Alabama Bicycle & Pedestrian Project Priority.
Pave shoulders on CR 99 from Carrier Drive to Spanish Cove Drive.

100063404 **CR 99** **Non-SIS**

Work Summary: PAVE SHOULDERS

From: CARRIER DRIVE

To: SPANISH COVE DRIVE

Lead Agency: ALDOT

Length: 2.0 MI

LRTP #: #2 in Amend. Report p. D-12

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	STPLL	0	0	0	0	407,970	**407,970**
CST	LF	0	0	0	0	101,992	**101,992**
Total		**0**	**0**	**0**	**0**	**509,962**	**509,962**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 509,962

Project Description: TPO Alabama Bicycle & Pedestrian Project Priority #1.
Pave shoulders on CR 99 from Carrier Drive to Spanish Cove Drive.

100063634 **CR 99** **Non-SIS**

Work Summary: PAVE SHOULDERS

From: CR 91

To: CARRIER DRIVE

Lead Agency: ALDOT

Length: 2.19 MI

LRTP #: #3 in Amend. Report p. D-12

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	STPLL	0	20,000	0	0	0	**20,000**
PE	LF	0	5,000	0	0	0	**5,000**
Total		**0**	**25,000**	**0**	**0**	**0**	**25,000**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 25,000

Project Description: TPO Alabama Bicycle & Pedestrian Project Priority #2. Pave shoulders on CR 99 from CR 91 to Carrier Drive.

100063635 **US 98 / SR 42** **Non-SIS**

Work Summary: PAVE SHOULDERS

From: HILLCREST ROAD

To: BARCLAY AVENUE

Lead Agency: ALDOT

Length: 0.78 MI

LRTP #: #4 in Amend. Report p. D-12

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	STPLL	0	0	20,000	0	0	**20,000**
PE	LF	0	0	5,000	0	0	**5,000**
Total		**0**	**0**	**25,000**	**0**	**0**	**25,000**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 25,000

Project Description: TPO Alabama Bicycle & Pedestrian Project Priority #3.
Pave shoulders on SR 42 (US 98) from Hillcrest Road to Barclay Avenue.

100068456 **US 98 / SR 42** **Non-SIS**

Work Summary: BIKE LANE/SIDEWALK

From: BARCLAY AVENUE

To: ALABAMA STATE LINE

Lead Agency: ALDOT

Length: 1.35 MI

LRTP #: #5 in Amend. Report p. D-12

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	STPLL	0	0	0	20,000	0	**20,000**
PE	LF	0	0	0	5,000	0	**5,000**
Total		**0**	**0**	**0**	**25,000**	**0**	**25,000**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 25,000

Project Description: TPO Alabama Bicycle & Pedestrian Project Priority #4.
Bicycle Lanes on SR 42 (US 98) from Barclay Avenue to Alabama State Line.

2186302 **SR 30 (US 98) NAVY** **Non-SIS**

Work Summary: PRELIM ENG FOR FUTURE CAPACITY

From: SR 295

To: BAYOU CHICO BRIDGE

Lead Agency: FDOT

Length: 1.326 MI

LRTP #: #5 in Amend. Report p. D-9

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
LAR	CIGP	825,000	0	0	0	0	**825,000**
Total		**825,000**	**0**	**0**	**0**	**0**	**825,000**

Prior Cost < 2018/19: 3,278,610

Future Cost > 2022/23: 0

Total Project Cost: 4,103,610

Project Description: TPO Florida Bicycle and Pedestrian Project Priority #4.
Preliminary Engineering for US 98 (W. Navy Boulevard) from SR 295 (New Warrington Boulevard) to Bayou Chico Bridge. Funds from Escambia County for redesign of existing cross section, maintain the same number of thru lanes, livable communities and landscaping project, access management modifications, curb and gutter, and bicycle and pedestrian features along with parking.

4389082 **SR 292 PERDIDO KEY DRIVE** **Non-SIS**

Work Summary: BIKE PATH/TRAIL

From: ALABAMA STATE LINE

To: WEST STATE PARK BOUNDARY

Lead Agency: FDOT

Length: 1.964 MI

LRTP #: #5 in Amend. Report p. D-9

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	SU	0	0	2,242,842	0	0	**2,242,842**
Total		**0**	**0**	**2,242,842**	**0**	**0**	**2,242,842**

Prior Cost < 2018/19: 821,174

Future Cost > 2022/23: 0

Total Project Cost: 3,064,016

Project Description: TPO Florida Bicycle and Pedestrian Project Priority #2.
Sidewalks/Multi-Use Path on SR 292 (Perdido Key Drive) from Alabama State Line to West State Park Boundary.
Perdido Key Multi-Use Trail.

4437691 **SR 10A (US 90) W. CERVANTES STREET** **Non-SIS**

Work Summary: PEDESTRIAN SAFETY IMPROVEMENT

From: DOMINGUEZ STREET

To: A STREET

Lead Agency: FDOT

Length: 2.248 MI

LRTP #: #3 in Amend. Report p. D-9

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	ACSU	910,000	0	0	0	0	**910,000**
Total		**910,000**	**0**	**0**	**0**	**0**	**910,000**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 910,000

Project Description: TPO Non-SIS Project Priority #3D.
Complete Streets Project to Improve Safety on SR 10A (US 90) West Cervantes Street from Dominguez Street to A Street.

Section 4 - Transportation Alternatives

4335772 **CR 296 SAUFLEY FIELD** **Non-SIS**

Work Summary: SIDEWALK

From: NAS ENTRANCE

To: W OF SR 10A (US 90) MOBILE HIGHWAY

Lead Agency: FDOT

Length: 2.143 MI

LRTP #: Final Report p. 8-25

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	TALT	22,000	0	0	0	0	**22,000**
CST	TALT	0	0	0	1,173,420	0	**1,173,420**
CST	TALU	0	0	0	129,906	0	**129,906**
Total		**22,000**	**0**	**0**	**1,303,326**	**0**	**1,325,326**

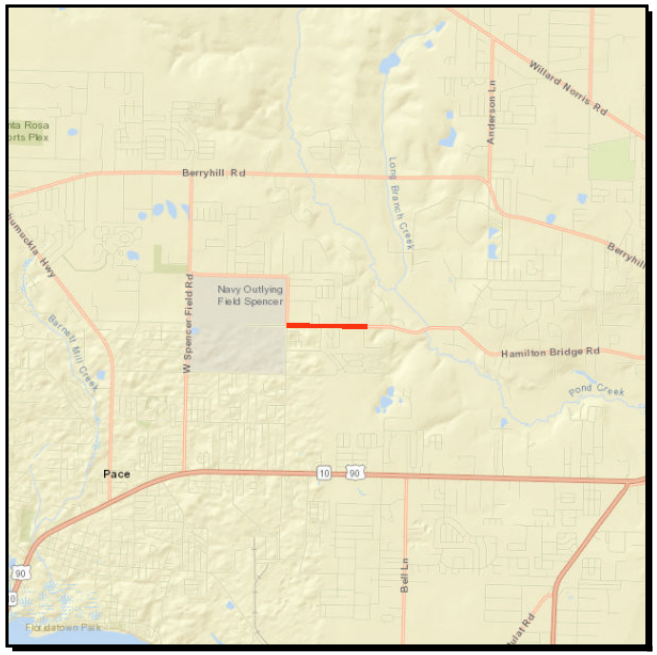
Prior Cost < 2018/19: 293,293

Future Cost > 2022/23: 0

Total Project Cost: 1,618,619

Project Description: TPO Florida Transportation Alternatives Project Priority #7.
Sidewalks on CR 296 (Saufley Field Road) from Naval Air Station Entrance to West of SR 10A (US 90) Mobile Highway.

4370871 **HAMILTON BRIDGE ROAD** **Non-SIS**



Work Summary: SIDEWALK

From: E SPENCER FIELD ROAD

To: JIM DANDY LANE

Lead Agency: Santa Rosa

Length: 1.035 MI

LRTP #: Final Report p. 8-25

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	TALT	14,297	0	0	0	0	**14,297**
CST	TALU	163,727	0	0	0	0	**163,727**
Total		**178,024**	**0**	**0**	**0**	**0**	**178,024**

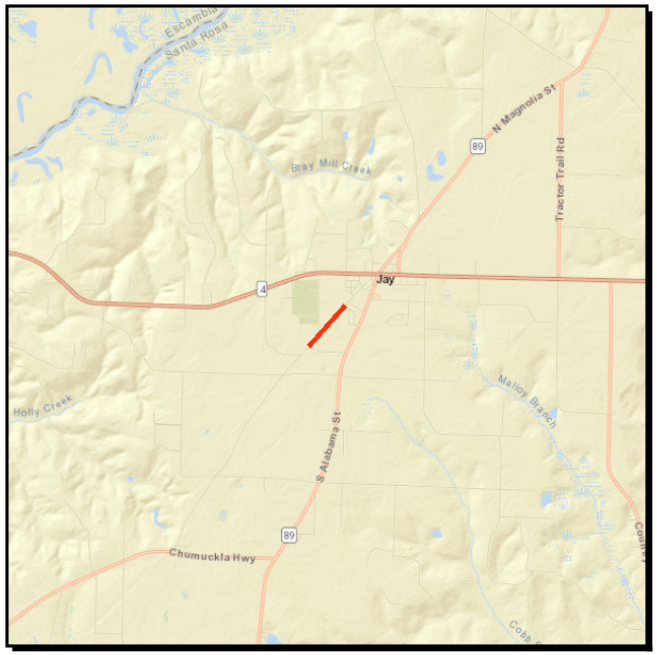
Prior Cost < 2018/19: 26,306

Future Cost > 2022/23: 0

Total Project Cost: 204,330

Project Description: TPO Florida Committed Transportation Alternatives Project Priority.
Sidewalk on south side of Hamilton Bridge Road from East Spencer Field Road to Jim Dandy Lane.

4370911 **CR 197A JAY/SPRING STREET** **Non-SIS**



Work Summary: SIDEWALK

From: SCHOOL STREET

To: MILDRED STREET

Lead Agency: Santa Rosa

Length: .522 MI

LRTP #: Final Report p. 8-25

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	TALU	247,024	333,732	0	0	0	**580,756**
CST	TALT	0	95,711	0	0	0	**95,711**
Total		**247,024**	**429,443**	**0**	**0**	**0**	**676,467**

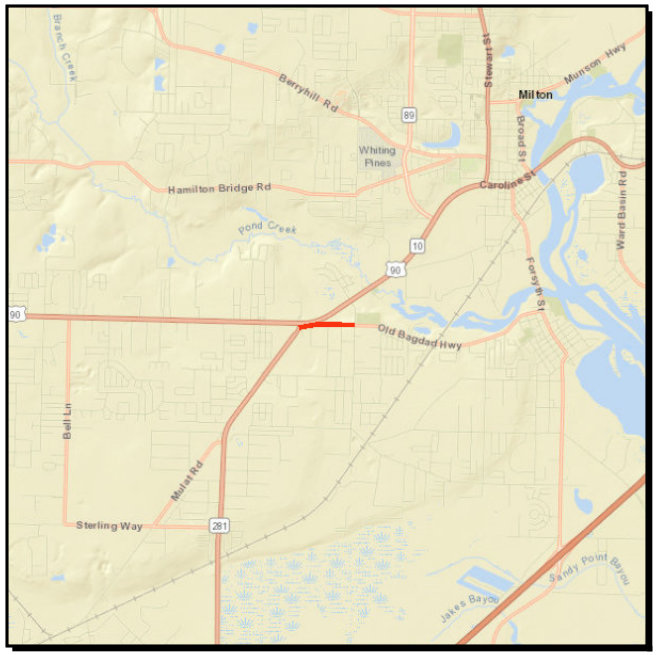
Prior Cost < 2018/19: 62,401

Future Cost > 2022/23: 0

Total Project Cost: 738,868

Project Description: This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. Construct sidewalks on CR 197A Jay/Spring Street from School Street to Mildred Street.

4381142 **CR 191A OLD BAGDAD HWY** **Non-SIS**



Work Summary: SIDEWALK

From: SR 281 AVALON BLVD

To: PARKMORE PLAZA DR

Lead Agency: Santa Rosa

Length: .906 MI

LRTP #: Final Report p. 8-25

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	TALU	0	0	0	282,127	0	**282,127**
Total		**0**	**0**	**0**	**282,127**	**0**	**282,127**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 282,127

Project Description: TPO Florida Transportation Alternatives Project Priority #1.
Sidewalk on north side of CR 191A (Old Bagdad Highway) from Avalon Boulevard to Parkmore Plaza Drive.

4407411 **CR 399 (EAST BAYOU BOULEVARD)** **Non-SIS**

Work Summary: PEDESTRIAN/WILDLIFE OVERPASS

From: OVER TOM KING BAYOU

To: PEDESTRIAN BRIDGE

Lead Agency: Santa Rosa

Length: 0.172 MI

LRTP #: Final Report p. 8-25

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	TALT	0	0	170,718	0	0	**170,718**
CST	LF	0	0	500,000	0	0	**500,000**
CST	TALU	0	0	411,737	0	0	**411,737**
Total		**0**	**0**	**1,082,455**	**0**	**0**	**1,082,455**

Prior Cost < 2018/19: 187,500

Future Cost > 2022/23: 0

Total Project Cost: 1,269,955

Project Description: TPO Florida Transportation Alternatives Project Prioritiy #2.
Construction of a Pedestrian Bridge Crossing on County Road 399 (East Bay Boulevard) over Tom King Bayou.
FY 17 Transportation Alternative Project; LAP with Santa Rosa County: 12' x 450' Pedestrian Bridge and 8' sidewalk. connections on both sides of bridge to existing sidewalk.

4422591 **CR 191 HENRY ST** **Non-SIS**

Work Summary: SIDEWALK

From: CR 191A OLD BAGDAD HWY/MAIN ST

To: CANAL ST

Lead Agency: Santa Rosa

Length: 1.029 MI

LRTP #: Final Report p. 8-25

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	TALU	0	0	0	0	272,184	**272,184**
Total		**0**	**0**	**0**	**0**	**272,184**	**272,184**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 272,184

Project Description: TPO Transportation Alternatives Project Priority #5.
Sidewalks on CR 191 Henry Street from CR 191A (Old Bagdad Highway/Main Street South) to Canal Street.

4424381 **SHORELINE DR/FAIRPOINT DR** **Non-SIS**

Work Summary: BIKE PATH/TRAIL

From: W OF DANIEL DR

To: SR 30 (US 98)

Lead Agency: City of Gulf Breeze

Length: 4.178 MI

LRTP #: Final Report p. 8-25

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	TALT	0	0	174,900	0	0	**174,900**
Total		**0**	**0**	**174,900**	**0**	**0**	**174,900**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 174,900

Project Description: TPO Transportation Alternatives Project Priority #4.
Bike Path/Trail on Shoreline Drive/Fairpoint Drive from West of Daniel Drive to SR 30 (US 98).

Section 5 - TSM

4367201 **SR 292 GULF BEACH HWY** **Non-SIS**

Work Summary: ADD TURN LANE(S)

From: @ SR 727 FAIRFIELD DR

To: INTERSECTION

Lead Agency: FDOT

Length: .082 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	SU	776,262	0	0	0	0	**776,262**
Total		**776,262**	**0**	**0**	**0**	**0**	**776,262**

Prior Cost < 2018/19: 477,429

Future Cost > 2022/23: 0

Total Project Cost: 1,253,691

Project Description: TPO Committed TSM Project Priority.
Construct westbound right turn lane channelized and southbound left turn lane with 100 feet of storage, signalization upgrades.

4399641 **SR 292 SORRENTO** **Non-SIS**

Work Summary: INTERSECTION IMPROVEMENT

From: @ CR 292A INNERARITY POINT

To: INTERSECTION

Lead Agency: FDOT

Length: .094 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
ROW	DIH	30,000	7,500	0	0	0	**37,500**
ROW	DDR	160,000	38,500	0	0	0	**198,500**
CST	DIH	0	0	10,660	0	0	**10,660**
CST	DDR	0	0	1,172,629	0	0	**1,172,629**
Total		**190,000**	**46,000**	**1,183,289**	**0**	**0**	**1,419,289**

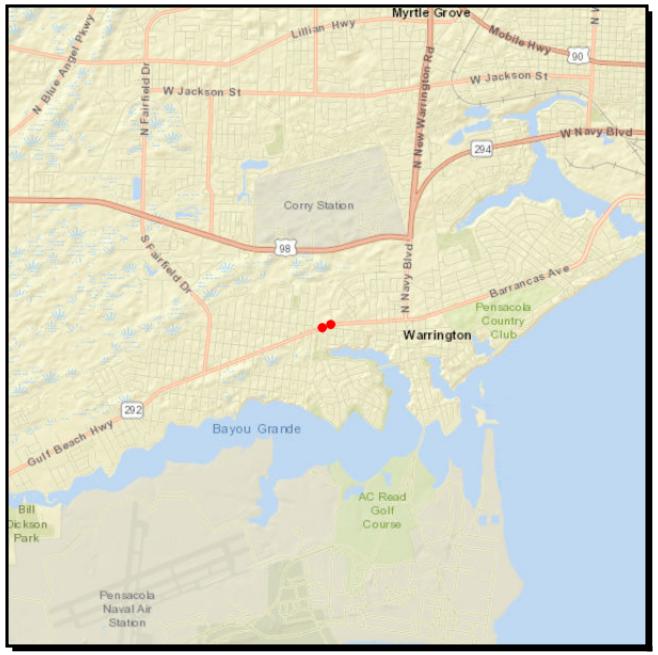
Prior Cost < 2018/19: 314,454

Future Cost > 2022/23: 0

Total Project Cost: 1,733,743

Project Description: TPO TSM Project Priority #3.
Construct Southbound Left Turn Lane, Construct East Bound Right Turn Lane, and Extend Westbound Left Turn Lane.

4406581 **SR 292 GULF BEACH HIGHWAY** **Non-SIS**



Work Summary: INTERSECTION IMPROVEMENT

From: @ SUNSET AVE AND @PATTON DR

To: INTERSECTION

Lead Agency: FDOT

Length: .258 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	LF	0	312,000	0	0	0	**312,000**
CST	CIGP	0	312,000	0	0	0	**312,000**
Total		**0**	**624,000**	**0**	**0**	**0**	**624,000**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 624,000

Project Description: TPO Committed TSM Project Priority.
Signalize Patton Drive and Sunset Avenue. Access Management to intersection turn lanes. Widen road to facilitate turn lane improvements.

4417381 **SR 10 (US 90A) E NINE MILE RD** **Non-SIS**

Work Summary: SAFETY PROJECT

From: N PALAFOX ST

To: CHEMSTRAND RD

Lead Agency: FDOT

Length: .674 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	HSP	198,000	0	0	0	0	**198,000**
CST	HSP	0	592,646	0	0	0	**592,646**
Total		**198,000**	**592,646**	**0**	**0**	**0**	**790,646**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 790,646

Project Description: SR 10 (US 90A) E Nine Mile Road Safety Project from North Palafox Street to Chemstrand Road.
Upgrade Traffic Signals, Modify Medians, Remove Acceleration Tapers, and left turn lanes at Unsignalized Intersections.

4418821 **SR 292 SORRENTO RD** **Non-SIS**

Work Summary: INTERSECTION IMPROVEMENT

From: @ CR 293 BAUER RD

To: INTERSECTION

Lead Agency: FDOT

Length: .158 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	DIH	41,069	0	0	0	0	**41,069**
PE	DDR	410,685	0	0	0	0	**410,685**
ROW	DIH	0	0	15,000	0	0	**15,000**
ROW	DDR	0	0	96,400	0	0	**96,400**
CST	DIH	0	0	0	9,182	0	**9,182**
CST	DDR	0	0	0	1,009,953	0	**1,009,953**
Total		**451,754**	**0**	**111,400**	**1,019,135**	**0**	**1,582,289**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 1,582,289

Project Description: TPO TSM Project Priority #1.
Construct East Bound Right Turn Lane, Construct North Bound Right Turn Lane, Extend West Bound Left Turn Lane, Extend West Bound Right Turn Lane, and Reconfigure Signal Hardware.

Section 6 - Miscellaneous

0001542 **BOB SIKES BRIDGE** **Non-SIS**

Work Summary: TOLL PLAZA

From: CR 399

To: INSURANCE

Lead Agency: FDOT

Length: .753 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
OPS	D	40,000	40,000	40,000	40,000	40,000	**200,000**
Total		**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**200,000**

Prior Cost < 2018/19: 40,000
Future Cost > 2022/23: 0
Total Project Cost: 240,000
Project Description: CR 399 (Pensacola Beach Boulevard) Bob Sikes Bridge. FDOT to pay insurance on the bridge and Escambia County reimburses.

2185942 **SR 95 (US 29)** **SIS**

Work Summary: SAFETY PROJECT

From: NORTH OF SR 4

To: ALABAMA STATE LINE

Lead Agency: FDOT

Length: .937 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
ROW	ACNP	0	0	3,260,000	200,000	0	**3,460,000**
ROW	BNIR	0	0	0	540,000	0	**540,000**
CST	ACNP	0	0	0	0	5,528,803	**5,528,803**
Total		**0**	**0**	**3,260,000**	**740,000**	**5,528,803**	**9,528,803**

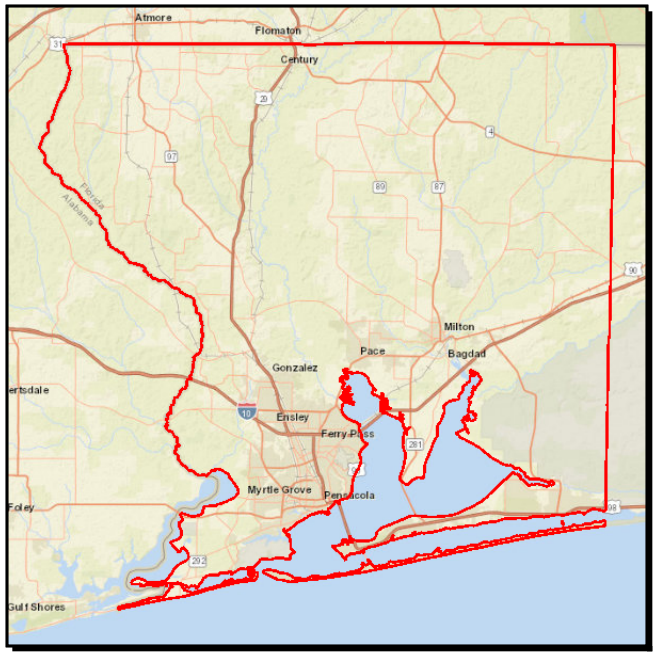
Prior Cost < 2018/19: 740,015

Future Cost > 2022/23: 0

Total Project Cost: 10,268,818

Project Description: This project is NOT within the TPO planning area. Project is included for Rural Work Program reference.
SR 95 (US 29) Safety Project from North of SR 4 to the Alabama State Line.

2186931 **ESCAMBIA/SANTA ROSA** **Non-SIS**



Work Summary: FUNDING ACTION

From: URBAN FUNDING BOX

To: CONTINGENCY

Lead Agency: FDOT

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	SU	0	32,267	16,655	0	0	**48,922**
Total		**0**	**32,267**	**16,655**	**0**	**0**	**48,922**

Prior Cost < 2018/19: 0
Future Cost > 2022/23: 0
Total Project Cost: 48,922
Project Description: Fund Box for Escambia/Santa Rosa Counties.

4050151 **TOLL OPERATIONS** **Non-SIS**

Work Summary: TOLL COLLECTION

From: GARCON POINT BRIDGE

To: @EAST BAY BRIDGE NO. 580174

Lead Agency: FDOT

Length: 3.496 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
OPS	TOBC	1,461,533	1,522,000	1,522,000	1,522,000	1,522,000	**7,549,533**
Total		**1,461,533**	**1,522,000**	**1,522,000**	**1,522,000**	**1,522,000**	**7,549,533**

Prior Cost < 2018/19: 17,502,680
Future Cost > 2022/23: 0
Total Project Cost: 25,052,213
Project Description: Garcon Point toll collection operations.

4153657 **SR 281** **Non-SIS**

Work Summary: TOLL PLAZA

From: GARCON POINT BRIDGE

To: BRIDGE NO. 580174

Lead Agency: FDOT

Length: 3.496 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	DSBC	104,259	104,259	104,259	54,259	54,259	**421,295**
Total		**104,259**	**104,259**	**104,259**	**54,259**	**54,259**	**421,295**

Prior Cost < 2018/19: 1,012,696
Future Cost > 2022/23: 0
Total Project Cost: 1,433,991
Project Description: Garcon Point toll plaza operations.

4168131 **GARCON POINT TOLL** **SIS**

Work Summary: TOLL PLAZA

From: FACILITIES MAINTENANCE

To: @East Bay Bridge #580174

Lead Agency: FDOT

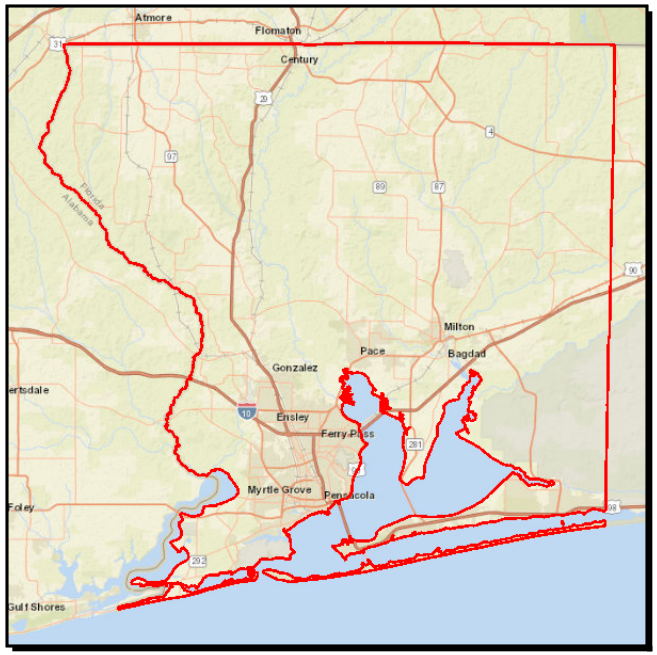
Length: 5.528 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
MNT	TMBC	12,000	12,000	12,000	12,000	12,000	**60,000**
Total		**12,000**	**12,000**	**12,000**	**12,000**	**12,000**	**60,000**

Prior Cost < 2018/19: 1,177,550
Future Cost > 2022/23: 60,000
Total Project Cost: 1,297,550
Project Description: Garcon Point toll facilities maintenance.

4254948 **MILTON OPERATIONS CENTER** **Non-SIS**



Work Summary: FIXED CAPITAL OUTLAY **From:**

To:

Lead Agency: FDOT

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	FCO	143,500	0	0	0	0	**143,500**
Total		**143,500**	**0**	**0**	**0**	**0**	**143,500**

Prior Cost < 2018/19: 0
Future Cost > 2022/23: 0
Total Project Cost: 143,500
Project Description: Fixed Capital outlay for the Milton Operations Center.

4360882 **SR 10 (US 90A) NINE MILE ROAD** **Non-SIS**

Work Summary: LANDSCAPING

From: CR 99 BEULAH RD

To: SR 95 (US 29)

Lead Agency: FDOT

Length: 6.042 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	DIH	0	14,243	0	0	0	**14,243**
CST	DDR	0	1,724,925	0	0	0	**1,724,925**
Total		**0**	**1,739,168**	**0**	**0**	**0**	**1,739,168**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 1,739,168

Project Description: Funding for landscaping of SR 10 (US 90A) Nine Mile Road from CR 99 (Beulah Road) to SR 95 (US 29).

4362296 **SR 87** **SIS**

Work Summary: LANDSCAPING

From: @ SR 8 (I-10)

To: LANDSCAPING

Lead Agency: FDOT

Length: .402 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	DIH	5,551	0	0	0	0	**5,551**
CST	DDR	348,286	0	0	0	0	**348,286**
Total		**353,837**	**0**	**0**	**0**	**0**	**353,837**

Prior Cost < 2018/19: 0
Future Cost > 2022/23: 0
Total Project Cost: 353,837
Project Description: Funding for landscaping at SR 87 and SR 8 (I-10).

4367391 **ESCAMBIA COUNTY** **Non-SIS**

Work Summary: TRAFFIC SIGNALS

From: JOINT PARTICIPATION AGREEMENTS

To: FOR TRAFFIC SIGNALS ON-SYSTEM ROADWAYS

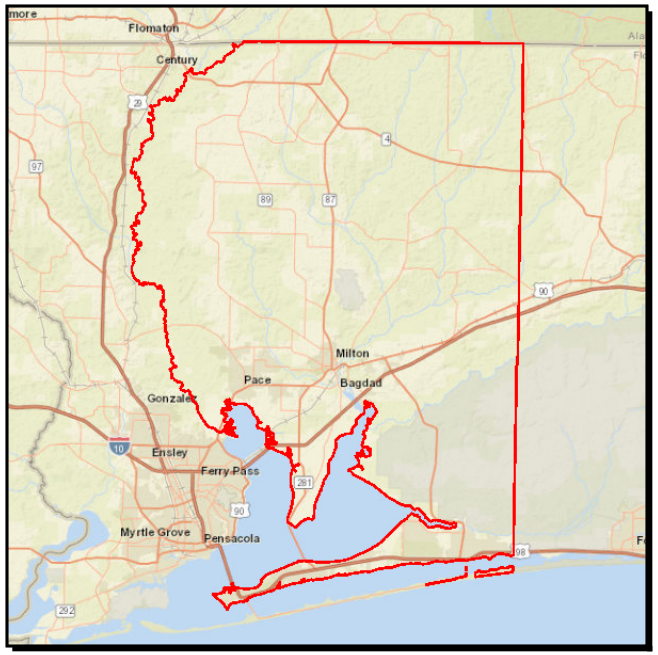
Lead Agency: Escambia

LRTP #: #1 in Amend. Report p. D-9

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
OPS	DITS	1,083,330	291,910	822,422	847,095	413,465	**3,458,222**
OPS	DDR	55,933	881,531	386,222	397,808	868,786	**2,590,280**
Total		**1,139,263**	**1,173,441**	**1,208,644**	**1,244,903**	**1,282,251**	**6,048,502**

Prior Cost < 2018/19: 2,624,187
Future Cost > 2022/23: 0
Total Project Cost: 8,672,689
Project Description: Maintenance and operations of signals for signals on the state system.

4367501 **SANTA ROSA COUNTY** **Non-SIS**



Work Summary: TRAFFIC SIGNALS

From: JOINT PARTICIPATION AGREEMENTS

To: FOR TRAFFIC SIGNALS ON-SYSTEM ROADWAYS

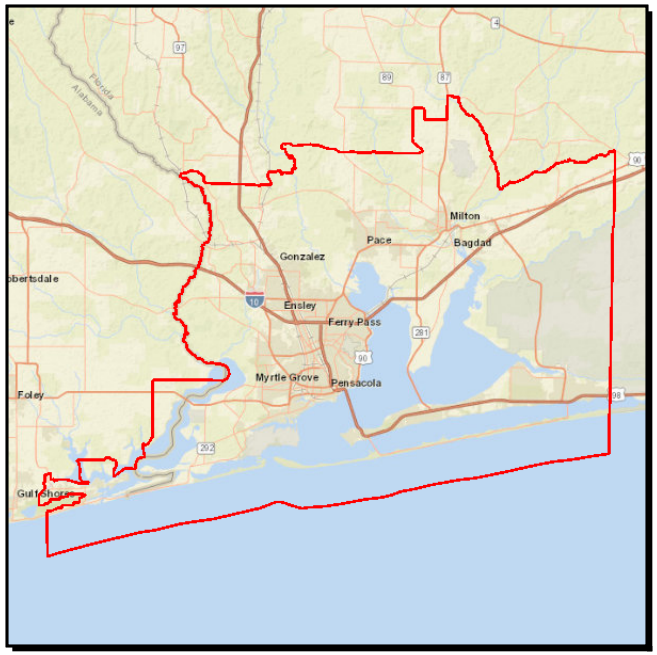
Lead Agency: Santa Rosa

LRTP #: #1 in Amend. Report p. D-9

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
OPS	DITS	104,338	0	0	0	125,612	**229,950**
OPS	DDR	130,313	241,690	248,941	256,410	138,490	**1,015,844**
Total		**234,651**	**241,690**	**248,941**	**256,410**	**264,102**	**1,245,794**

Prior Cost < 2018/19: 629,427
Future Cost > 2022/23: 0
Total Project Cost: 1,875,221
Project Description: Maintenance and operations of signals for signals on the state system.

4393212 **FLORIDA-ALABAMA TPO** **Non-SIS**



Work Summary: TRANSPORTATION PLANNING

From: FY 19-20 UPWP

To:

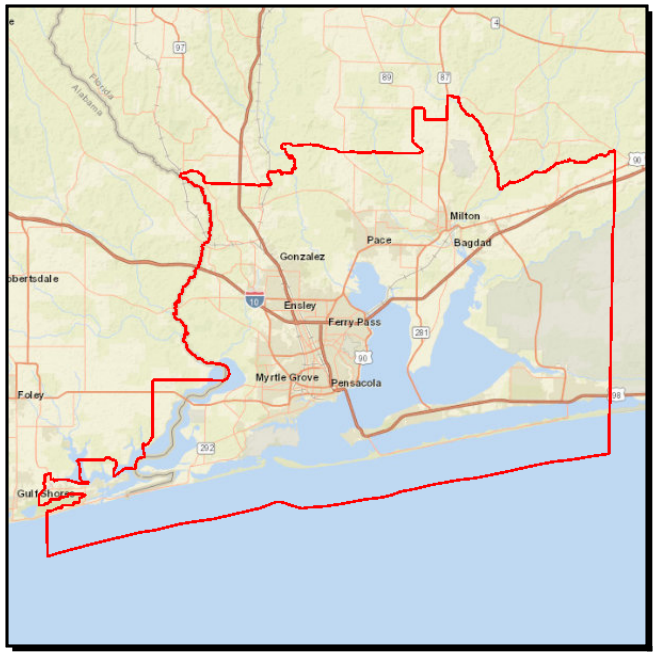
Lead Agency: TPO

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PLN	PL	633,422	645,640	0	0	0	**1,279,062**
Total		**633,422**	**645,640**	**0**	**0**	**0**	**1,279,062**

Prior Cost < 2018/19: 0
Future Cost > 2022/23: 0
Total Project Cost: 1,279,062
Project Description: Funding for the FY 19-20 UPWP for the Florida-Alabama TPO.

4393213 **FLORIDA-ALABAMA TPO** **Non-SIS**



Work Summary: TRANSPORTATION PLANNING

From: FY 21-22 UPWP

To:

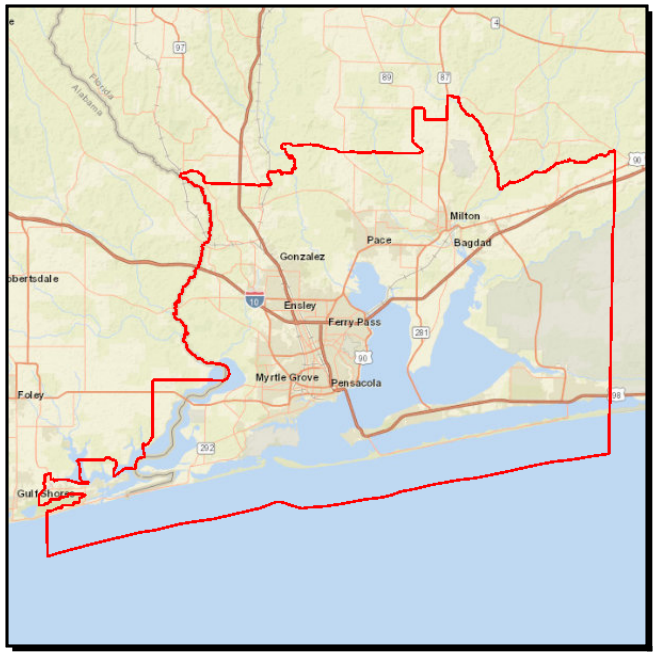
Lead Agency: TPO

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PLN	PL	0	0	645,640	645,640	0	**1,291,280**
Total		**0**	**0**	**645,640**	**645,640**	**0**	**1,291,280**

Prior Cost < 2018/19: 0
Future Cost > 2022/23: 0
Total Project Cost: 1,291,280
Project Description: Funding for the FY 21-22 UPWP for Florida-Alabama TPO.

4393214 **FLORIDA-ALABAMA TPO** **Non-SIS**



Work Summary: TRANSPORTATION PLANNING

From: FY 23 UPWP

To:

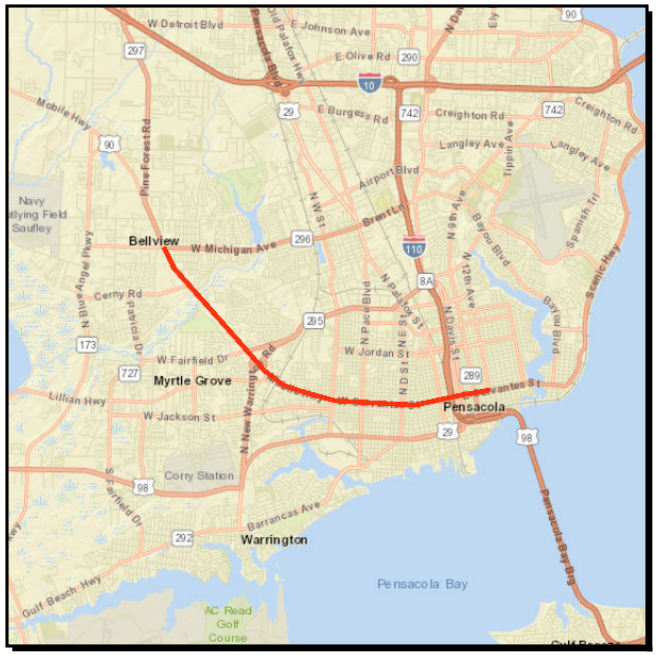
Lead Agency: TPO

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PLN	PL	0	0	0	0	645,640	**645,640**
Total		**0**	**0**	**0**	**0**	**645,640**	**645,640**

Prior Cost < 2018/19: 0
Future Cost > 2022/23: 0
Total Project Cost: 645,640
Project Description: Funding for the FY 23 UPWP for Florida-Alabama TPO.

4395592 **SR 10A (US 90) MOBILE HWY** **Non-SIS**



Work Summary: LIGHTING

From: SR 296 (MICHIGAN AVENUE)

To: N. 12TH AVENUE

Lead Agency: FDOT

Length: 7.103 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	ACSS	963,615	0	0	0	0	**963,615**
Total		**963,615**	**0**	**0**	**0**	**0**	**963,615**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 963,615

Project Description: Funding for lighting on SR 10A (Mobile Highway) from SR 296 (Michigan Avenue) to North 12th Avenue.

4395622 **SR 291 (N. DAVIS HWY)** **Non-SIS**

Work Summary: LIGHTING

From: SR 750 (AIRPORT ROAD)

To: CR 498 (COPTER ROAD)

Lead Agency: FDOT

Length: 3.551 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	ACSS	434,754	0	0	0	0	**434,754**
Total		**434,754**	**0**	**0**	**0**	**0**	**434,754**

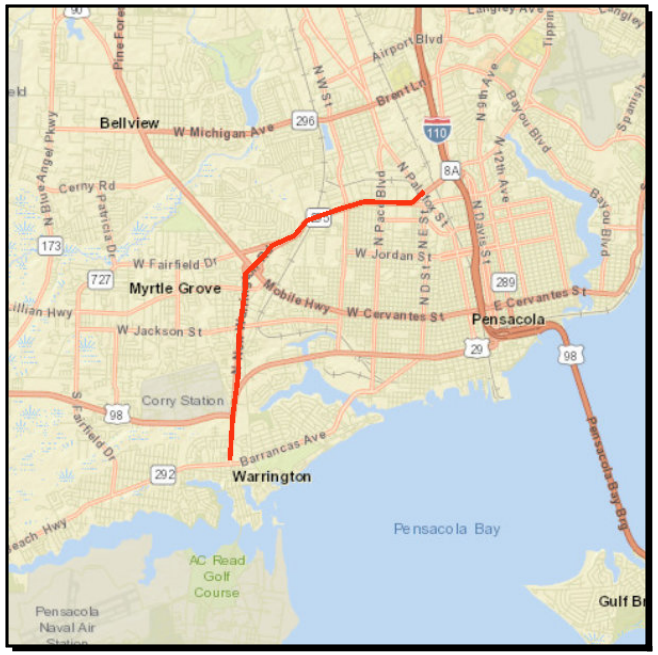
Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 434,754

Project Description: Funding for lighting on SR 291 (N. Davis Highway) from SR 750 (Airport Road) to CR 498 (Copter Road).

4395862 **SR 727 (S. FAIRFIELD DR.)** **Non-SIS**



Work Summary: LIGHTING

From: SR 292 (GULF BEACH HWY)

To: SR 95 (PALAFOX ST)

Lead Agency: FDOT

Length: 9.008 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	ACSS	206,285	0	0	0	0	**206,285**
Total		**206,285**	**0**	**0**	**0**	**0**	**206,285**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 206,285

Project Description: Funding for lighting on SR 727 (S. Fairfield Drive) from SR 292 (Gulf Beach Highway) to SR 95 (Palafox Street).

4395872 **SR 281 AVALON BLVD** **Non-SIS**

Work Summary: LIGHTING

From: SR 8 (I-10) EB RAMP

To: CARROLL RD

Lead Agency: FDOT

Length: 4.395 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	HSP	493,414	0	0	0	0	**493,414**
Total		**493,414**	**0**	**0**	**0**	**0**	**493,414**

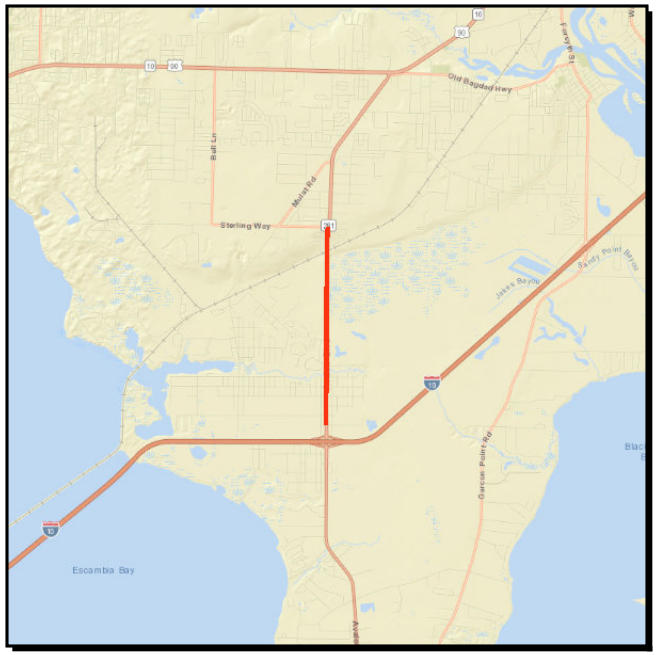
Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 493,414

Project Description: Funding for lighting on SR 281 (Avalon Boulevard) from SR 8 (I-10) East Bound Ramp to Carroll Road.

4401392 **SR 281 AVALON BLVD** **Non-SIS**



Work Summary: LANDSCAPING

From: SAN PABLO ST

To: CR 281B CYANAMID RD

Lead Agency: FDOT

Length: 2.528 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	DIH	2,467	0	0	0	0	**2,467**
CST	DDR	163,823	0	0	0	0	**163,823**
Total		**166,290**	**0**	**0**	**0**	**0**	**166,290**

Prior Cost < 2018/19: 0
Future Cost > 2022/23: 0
Total Project Cost: 166,290
Project Description: Funding for landscaping on SR 281(Avalon Boulevard) from San Pablo Street to CR 281B (Cyanamid Road).

4417251 **SR 10A (US 90) MOBILE HWY** **Non-SIS**

Work Summary: LIGHTING

From: MASSACHUSETTS AVE

To: GREEN ST

Lead Agency: FDOT

Length: 2.319 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	HSLD	286,000	0	0	0	0	**286,000**
CST	HSLD	0	1,506,724	0	0	0	**1,506,724**
Total		**286,000**	**1,506,724**	**0**	**0**	**0**	**1,792,724**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 1,792,724

Project Description: Funding for lighting on SR 10A (US 90) Mobile Highway from Massachusetts Avenue to Green Street.

4417371 **SR 296 MICHIGAN AVENUE** **Non-SIS**

Work Summary: LIGHTING

From: US 90

To: ESPERANTO DRIVE

Lead Agency: FDOT

Length: .908 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	HSLD	319,000	0	0	0	0	**319,000**
CST	HSLD	0	1,742,619	0	0	0	**1,742,619**
Total		**319,000**	**1,742,619**	**0**	**0**	**0**	**2,061,619**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 2,061,619

Project Description: Funding for Lighting on SR 296 (Michigan Avenue) from US 90 to Esperanto Drive.

4419941 **SR 8 (I-10) PENSACOLA WEIGH STATION** **SIS**

Work Summary: MCCO WEIGH STATION STATIC/WIM

From: ARCHITECTURAL & HVAC UPGRADES

To:

Lead Agency: FDOT

Length: 1.223 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	DWS	0	0	1,547,800	0	0	**1,547,800**
Total		**0**	**0**	**1,547,800**	**0**	**0**	**1,547,800**

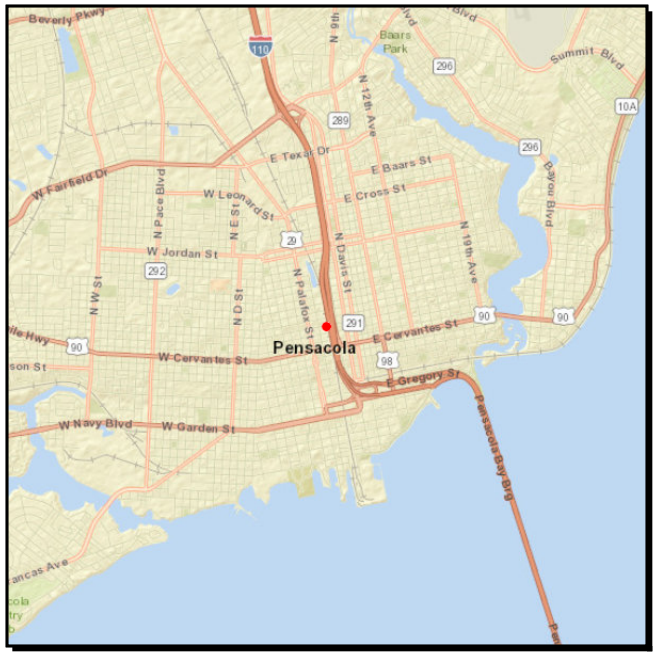
Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 1,547,800

Project Description: Funding for Architectural and Heating, Ventilation, and Air Conditioning Upgrades at the SR 8 (I-10) Pensacola Weigh Station for the Motor Carrier Compliance Office.

4420671 **GONZALEZ STREET** **Non-SIS**



Work Summary: RAIL SAFETY PROJECT **From:** R/R CROSSING NO. 339715M

To:

Lead Agency: FDOT **Length:** .001 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
RRU	RHH	395,266	0	0	0	0	**395,266**
Total		**395,266**	**0**	**0**	**0**	**0**	**395,266**

Prior Cost < 2018/19: 0
Future Cost > 2022/23: 0
Total Project Cost: 395,266
Project Description: Gonzalez Street Rail Safety Project at Railroad Crossing No. 339715M.

4420691 **SR 289 (N 9TH AVE)** **Non-SIS**

Work Summary: RAIL SAFETY PROJECT

From: R/R CROSSING NO. 339725T

To:

Lead Agency: FDOT

Length: .001 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
RRU	RHH	295,441	0	0	0	0	**295,441**
Total		**295,441**	**0**	**0**	**0**	**0**	**295,441**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 295,441

Project Description: SR 289 (North 9th Avenue) Rail Safety Project at Railroad Crossing No. 339725T.

4420711 **E JORDAN STREET** **Non-SIS**

Work Summary: RAIL SAFETY PROJECT

From: R/R CROSSING NO. 339711K

To:

Lead Agency: FDOT

Length: .001 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
RRU	RHH	403,726	0	0	0	0	**403,726**
Total		**403,726**	**0**	**0**	**0**	**0**	**403,726**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 403,726

Project Description: East Jordan Street Rail Safety Project Railroad Crossing No. 339711K.

4443471 **SR 750 (AIRPORT BLVD)** **SIS**

Work Summary: LIGHTING

From: COBBLE VIEW DR.

To: SR 289 (9TH AV.)

Lead Agency: FDOT

Length: 0.673 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	DIH	5,981	0	0	0	0	**5,981**
PE	ACSS	59,805	0	0	0	0	**59,805**
Total		**65,786**	**0**	**0**	**0**	**0**	**65,786**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 65,786

Project Description: On December 12, 2018 TPO agenda for approval.
Funding for lighting on SR 750 (Airport Boulevard) from Cobble View Drive to SR 289 (9th Avenue).

4443472 **SR 750 (AIRPORT BLVD)** **SIS**

Work Summary: LIGHTING

From: COBBLE VIEW DR.

To: SR 289 (9TH AV.)

Lead Agency: FDOT

Length: 0.673 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	ACSS	77,435	0	0	0	0	**77,435**
Total		**77,435**	**0**	**0**	**0**	**0**	**77,435**

Prior Cost < 2018/19: 0

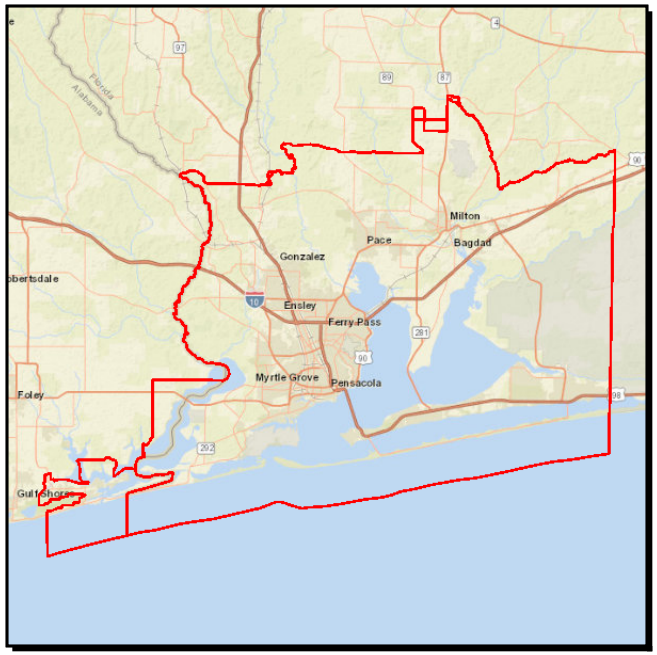
Future Cost > 2022/23: 0

Total Project Cost: 77,435

Project Description: On December 12, 2018 TPO agenda for approval.
Funding for lighting on SR 750 (Airport Boulevard) from Cobble View Drive to SR 289 (9th Avenue).

Section 7 - Public Transportation

4156062 **WEST FL REGIONAL PLN** **Non-SIS**



Work Summary: COMMUTER TRANS. ASSISTANCE

From: REGIONAL COMMUTER

To: ASSISTANCE

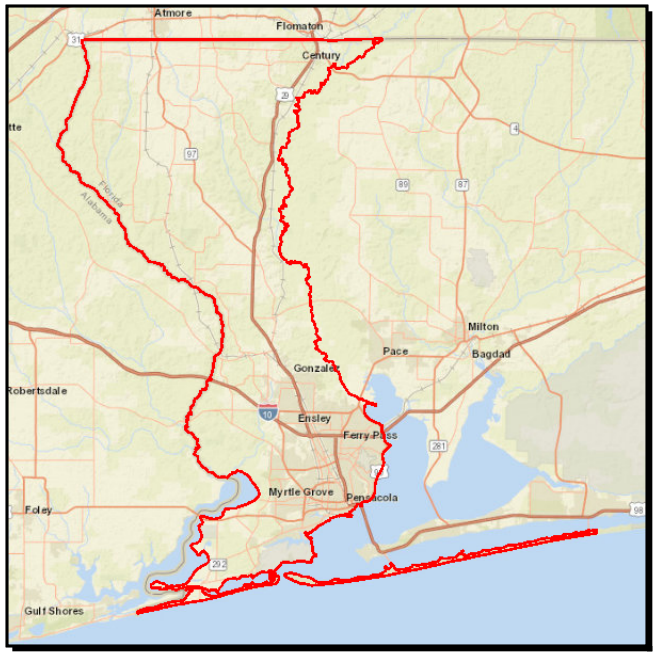
Lead Agency: WFRPC

LRTP #: Final Report p. 5-35

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
OPS	DPTO	200,000	206,844	214,539	0	0	**621,383**
OPS	DDR	0	0	0	220,000	256,779	**476,779**
Total		**200,000**	**206,844**	**214,539**	**220,000**	**256,779**	**1,098,162**

Prior Cost < 2018/19: 1,305,226
Future Cost > 2022/23: 0
Total Project Cost: 2,403,388
Project Description: West Florida Regional Planning Council regional commuter assistance.

4213683 **ESCAMBIA COUNTY** **Non-SIS**



Work Summary: OPERATING/ADMIN. ASSISTANCE

From: TRANSIT

To: NON-URBANIZED AREA 5311

Lead Agency: Escambia

LRTP #: #42 in Amend. Report p. D-10

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
OPS	DU	180,000	0	0	0	0	**180,000**
OPS	LF	180,000	0	0	0	0	**180,000**
Total		**360,000**	**0**	**0**	**0**	**0**	**360,000**

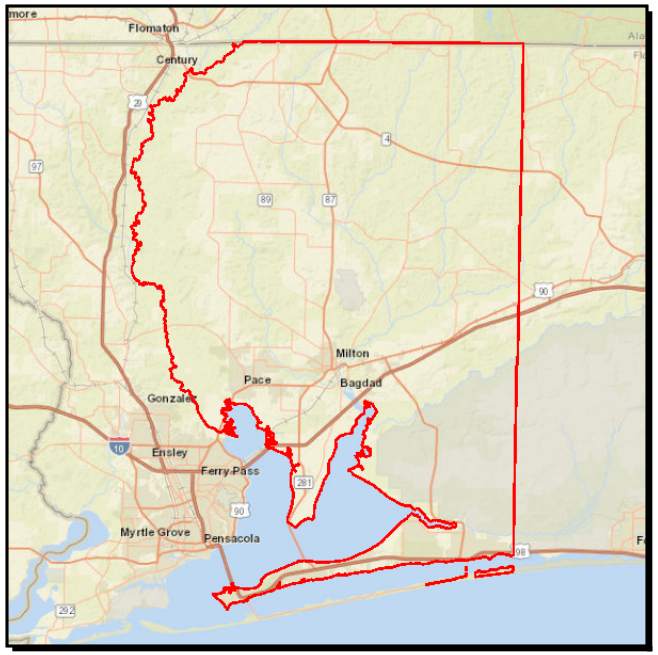
Prior Cost < 2018/19: 334,040

Future Cost > 2022/23: 0

Total Project Cost: 694,040

Project Description: TPO Public Transportation Project Priority.
Escambia County transit operating / adminstrative assistance funding.

4213713 **SANTA ROSA COUNTY** **Non-SIS**



Work Summary: OPERATING/ADMIN. ASSISTANCE

From: SANTA ROSA COUNTY

To: FTA SECTION 5310 CAPITAL-OPERATING

Lead Agency: Santa Rosa

LRTP #: #42 in Amend. Report p. D-10

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CAP	FTA	150,000	150,000	150,000	150,000	150,000	**750,000**
CAP	LF	37,500	37,500	37,500	37,500	37,500	**187,500**
Total		**187,500**	**187,500**	**187,500**	**187,500**	**187,500**	**937,500**

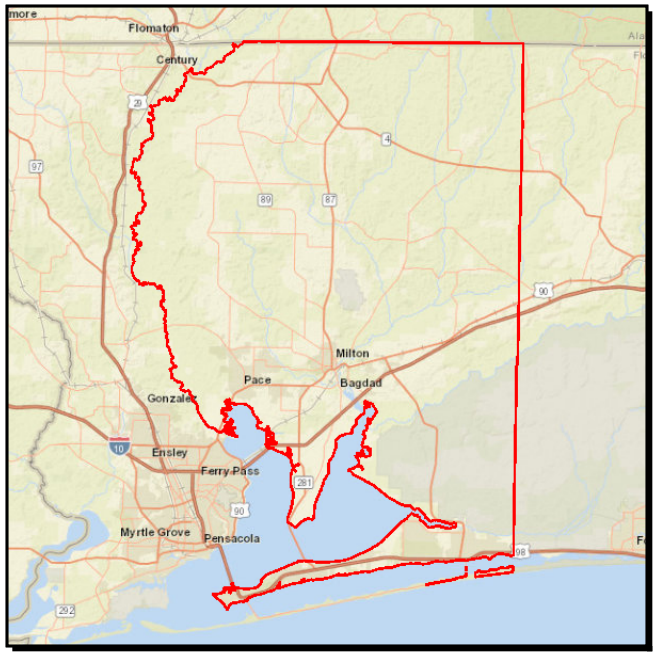
Prior Cost < 2018/19: 562,500

Future Cost > 2022/23: 0

Total Project Cost: 1,500,000

Project Description: TPO Public Transportation Project Priority.
Santa Rosa County operating/administrative assistance funding to enhance mobility for seniors and persons with Disabilities in Santa Rosa County.

4213714 **SANTA ROSA COUNTY** **Non-SIS**



Work Summary: OPERATING/ADMIN. ASSISTANCE

From: TRANSIT

To: NON-URBANIZED AREA 5311

Lead Agency: Santa Rosa

LRTP #: #42 in Amend. Report p. D-10

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
OPS	DU	85,000	0	0	0	0	**85,000**
OPS	LF	85,000	0	0	0	0	**85,000**
Total		**170,000**	**0**	**0**	**0**	**0**	**170,000**

Prior Cost < 2018/19: 150,000

Future Cost > 2022/23: 0

Total Project Cost: 320,000

Project Description: TPO Public Transportation Project Priority.
Santa Rosa County Transit operating/adminstrative assistance funding for non-urbanized area transportation in Santa Rosa County.

4217331 **ESCAMBIA COUNTY** **Non-SIS**

Work Summary: CAPITAL FOR FIXED ROUTE **From:** ECAT TRANSIT

To: 5307 CAPITAL FLEX

Lead Agency: Escambia

LRTP #: #4 in Amend. Report p. D-9

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CAP	LFF	75,000	75,000	75,000	75,000	75,000	**375,000**
CAP	FTAT	300,000	300,000	300,000	300,000	300,000	**1,500,000**
CAP	SU	300,000	300,000	300,000	300,000	300,000	**1,500,000**
Total		**675,000**	**675,000**	**675,000**	**675,000**	**675,000**	**3,375,000**

Prior Cost < 2018/19: 5,062,500

Future Cost > 2022/23: 0

Total Project Cost: 8,437,500

Project Description: TPO Public Transportation Project Priority and TPO Non-SIS Project Priority #4. Capitalize Maintenance - Upgrade Technology and Equipment.

4222571 **ESCAMBIA COUNTY** **Non-SIS**

Work Summary: OPERATING FOR FIXED ROUTE

From: ECAT TRANSIT

To: OPERATING ASSISTANCE

Lead Agency: Escambia

LRTP #: #42 in Amend. Report p. D-10

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
OPS	DDR	942,970	964,001	1,012,201	1,062,812	1,115,952	**5,097,936**
OPS	LF	942,970	982,815	1,031,955	1,083,553	1,137,731	**5,179,024**
OPS	DPTO	0	18,814	19,754	20,741	21,779	**81,088**
Total		**1,885,940**	**1,965,630**	**2,063,910**	**2,167,106**	**2,275,462**	**10,358,048**

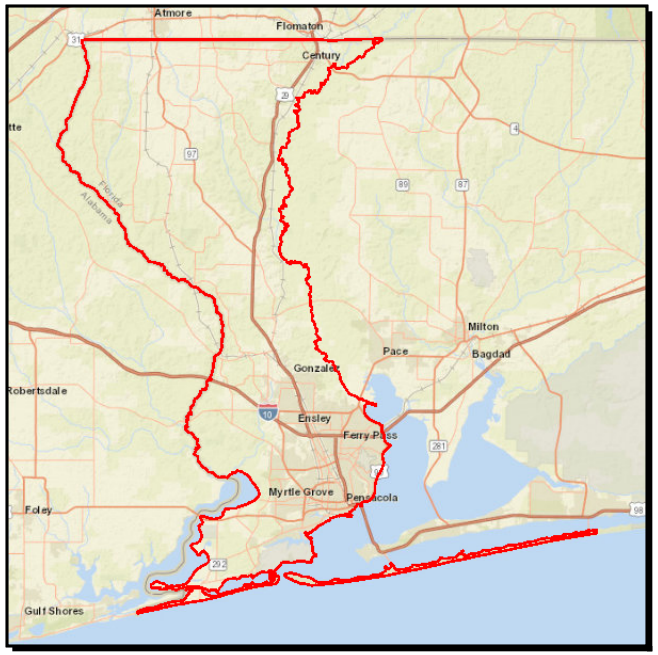
Prior Cost < 2018/19: 11,277,164

Future Cost > 2022/23: 0

Total Project Cost: 21,635,212

Project Description: TPO Public Transportation Project Priority.
Escambia County ECAT operating assistance.

4222601 **ESCAMBIA COUNTY** **Non-SIS**



Work Summary: URBAN CORRIDOR IMPROVEMENTS

From: CORRIDOR ECAT TRANSIT

To: OPERATING ASSISTANCE

Lead Agency: Escambia

LRTP #: #42 in Amend. Report p. D-10

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
OPS	DPTO	329,057	447,081	450,000	0	0	**1,226,138**
OPS	DDR	105,002	0	0	445,290	458,649	**1,008,941**
Total		**434,059**	**447,081**	**450,000**	**445,290**	**458,649**	**2,235,079**

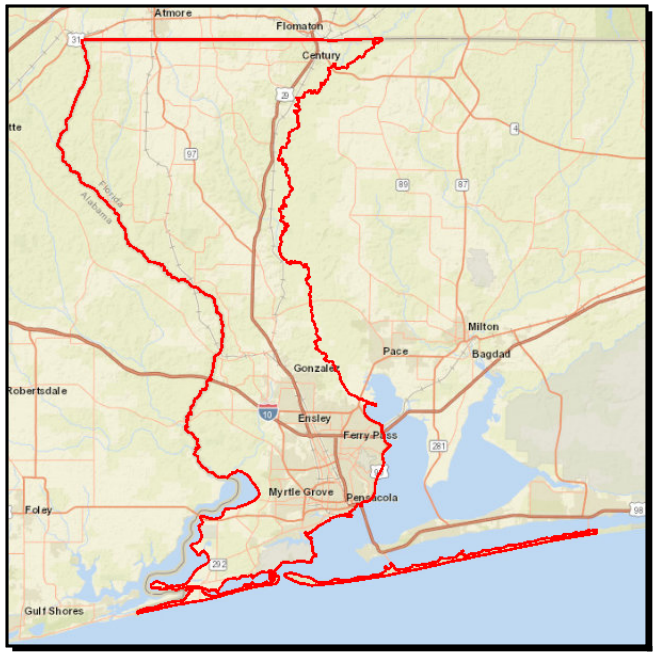
Prior Cost < 2018/19: 4,492,534

Future Cost > 2022/23: 0

Total Project Cost: 6,727,613

Project Description: Public Transportation Project Priority.
Corridor ECAT Transit Assistance for Davis Hwy (SR291).

4292621 **ESCAMBIA COUNTY** **Non-SIS**



Work Summary: CAPITAL FOR FIXED ROUTE **From:** ECAT

To: SECTION 5307

Lead Agency: Escambia

LRTP #: #42 in Amend. Report p. D-10

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CAP	FTA	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000	**11,000,000**
CAP	LF	550,000	550,000	550,000	550,000	550,000	**2,750,000**
Total		**2,750,000**	**2,750,000**	**2,750,000**	**2,750,000**	**2,750,000**	**13,750,000**

Prior Cost < 2018/19: 8,250,000

Future Cost > 2022/23: 0

Total Project Cost: 22,000,000

Project Description: TPO Public Transportation Project Priority. Escambia County capital for a fixed route.

4309952 **ESCAMBIA COUNTY** **Non-SIS**

Work Summary: CAPITAL FOR FIXED ROUTE **From:** ECAT

To: SECTION 5310 CAP-OP

Lead Agency: Escambia

LRTP #: #42 in Amend. Report p. D-10

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CAP	FTA	350,000	350,000	350,000	350,000	350,000	**1,750,000**
CAP	LF	87,500	87,500	87,500	87,500	350,000	**700,000**
Total		**437,500**	**437,500**	**437,500**	**437,500**	**700,000**	**2,450,000**

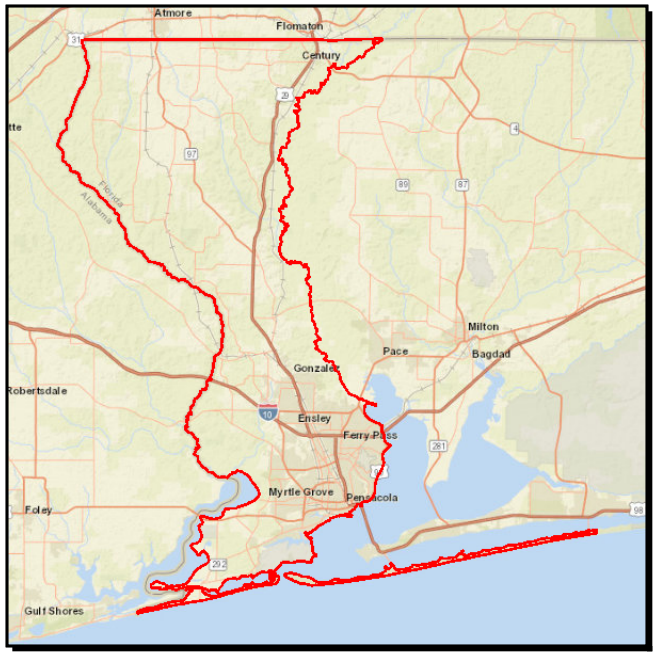
Prior Cost < 2018/19: 2,435,160

Future Cost > 2022/23: 0

Total Project Cost: 4,885,160

Project Description: TPO Public Transportation Project Priority.
Escambia County capital/operating for Seniors with Disabilities.

4309953 **ESCAMBIA COUNTY** **Non-SIS**



Work Summary: OPERATING FOR FIXED ROUTE

From: ECAT

To: SECTION 5307 OPERATING

Lead Agency: Escambia

LRTP #: #42 in Amend. Report p. D-10

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
OPS	LF	2,000,000	2,000,000	1,000,000	1,000,000	1,000,000	**7,000,000**
OPS	FTA	2,000,000	2,000,000	1,000,000	1,000,000	1,000,000	**7,000,000**
Total		**4,000,000**	**4,000,000**	**2,000,000**	**2,000,000**	**2,000,000**	**14,000,000**

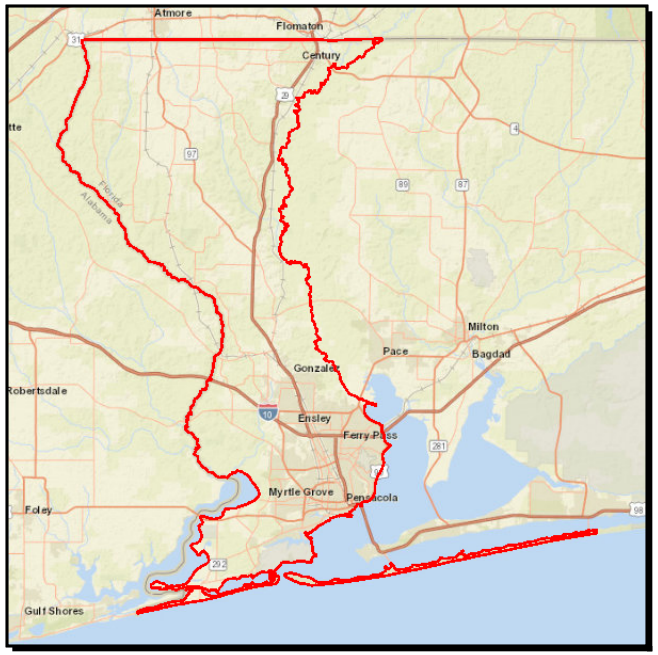
Prior Cost < 2018/19: 17,600,000

Future Cost > 2022/23: 0

Total Project Cost: 31,600,000

Project Description: TPO Public Transportation Project Priority. Escambia County Operating Assistance.

4309954 **ESCAMBIA COUNTY** **Non-SIS**



Work Summary: CAPITAL FOR FIXED ROUTE **From:** ECAT

To: SECTION 5339 CAPITAL

Lead Agency: Escambia

LRTP #: #42 in Amend. Report p. D-10

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CAP	FTA	300,084	300,084	300,084	300,084	300,084	**1,500,420**
CAP	LF	75,021	75,021	75,021	75,021	75,021	**375,105**
Total		**375,105**	**375,105**	**375,105**	**375,105**	**375,105**	**1,875,525**

Prior Cost < 2018/19: 2,250,630

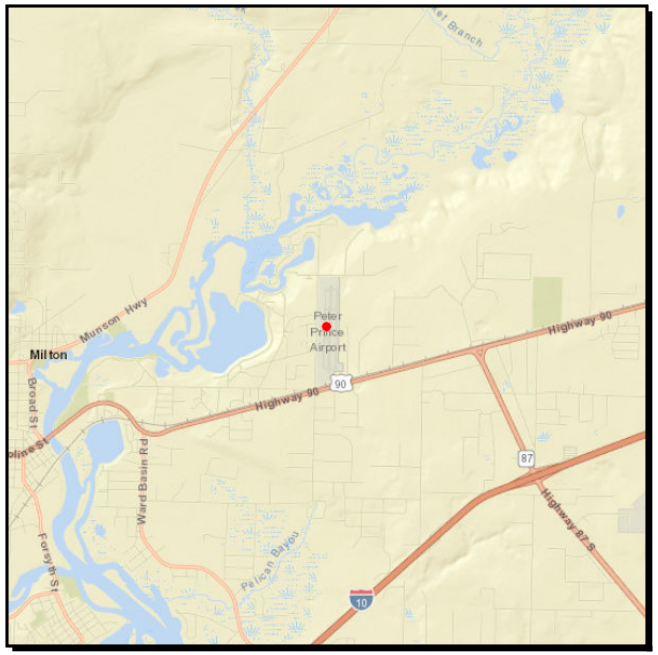
Future Cost > 2022/23: 0

Total Project Cost: 4,126,155

Project Description: TPO Public Transportation Project Priority. Buses and Bus Facilities.

Section 8 - Aviation

4159313 **PETER PRINCE FIELD** **Non-SIS**



Work Summary: AVIATION PRESERVATION PROJECT

From: REPLACE/UPGRADE SECURITY FENCE

To:

Lead Agency: Santa Rosa

LRTP #: Final Report p. A-4

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CAP	DDR	0	0	0	0	120,000	**120,000**
CAP	LF	0	0	0	0	30,000	**30,000**
Total		**0**	**0**	**0**	**0**	**150,000**	**150,000**

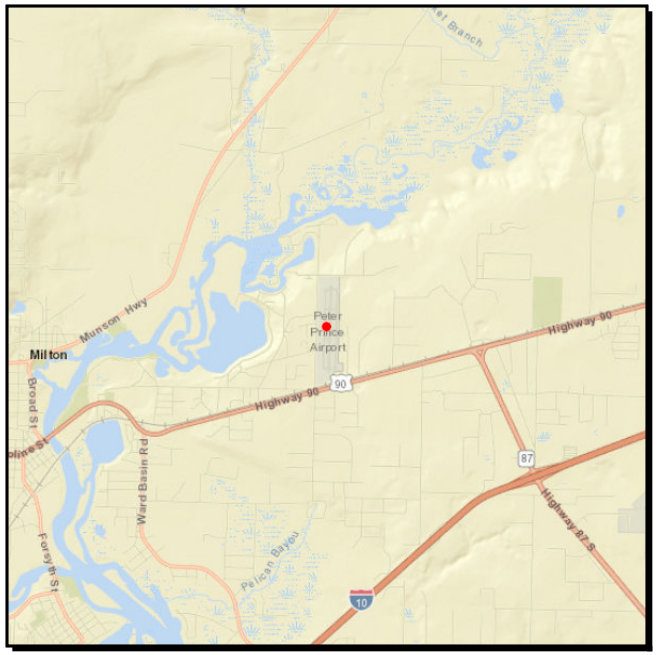
Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 150,000

Project Description: TPO Peter Prince Field Project Priority #1 in FY23. Upgrade Security Fence at Peter Prince Field.

4159314 **PETER PRINCE FIELD** **Non-SIS**



Work Summary: AVIATION SAFETY PROJECT **From:** REPLACE/UPGRADE RUNWAY AND TAXIWAY LIGHTING

To:

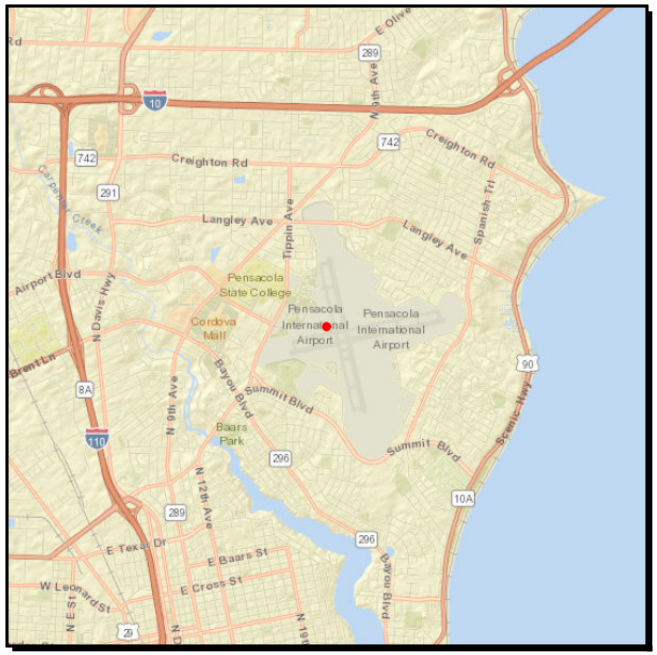
Lead Agency: Santa Rosa

LRTP #: Final Report p. A-4

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CAP	DDR	0	0	0	0	160,000	**160,000**
CAP	LF	0	0	0	0	40,000	**40,000**
Total		**0**	**0**	**0**	**0**	**200,000**	**200,000**

Prior Cost < 2018/19: 0
Future Cost > 2022/23: 0
Total Project Cost: 200,000
Project Description: TPO Peter Prince Field Project Priority #2 in FY23.
Replace/Upgrade Runway and Taxiway Lighting at Peter Prince Field.

4203004 **PENSACOLA INTERNATIONAL AIRPORT** **SIS**



Work Summary: AVIATION SAFETY PROJECT **From:** AIRPORT

To: CONST GENERAL AVIATION RAMP EXPANSION

Lead Agency: City of Pensacola

LRTP #: Final Report p. 1-32

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CAP	DPTO	0	0	0	0	150,000	**150,000**
CAP	LF	0	0	0	0	150,000	**150,000**
CAP	FAA	0	0	0	0	2,700,000	**2,700,000**
Total		**0**	**0**	**0**	**0**	**3,000,000**	**3,000,000**

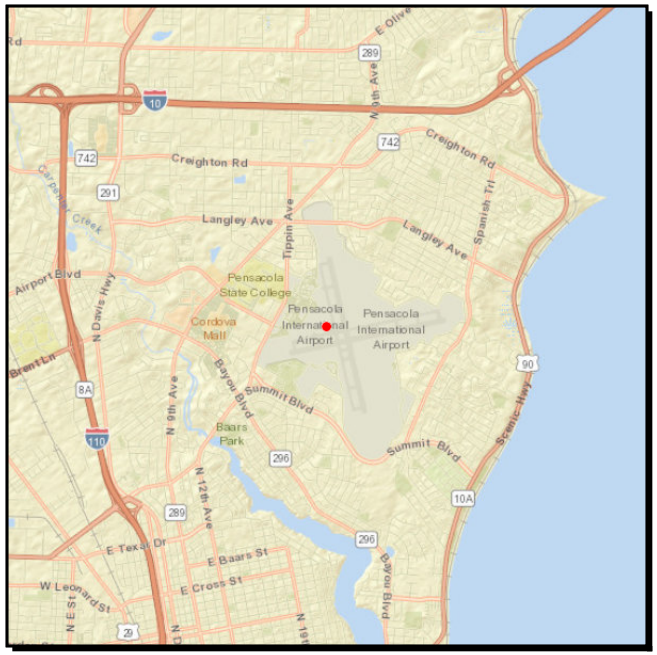
Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 3,000,000

Project Description: TPO Pensacola International Airport Project Priority #4 in FY23.
Pensacola International Airport Construct General Aviation Ramp Expansion.

4203005 **PENSACOLA INTERNATIONAL AIRPORT** **SIS**



Work Summary: AVIATION CAPACITY PROJECT

From: AIRPORT

To: CONSTRUCT INDUSTRIAL APRON

Lead Agency: City of Pensacola

LRTP #: Final Report p. 1-32

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CAP	DPTO	0	0	0	0	500,000	**500,000**
CAP	LF	0	0	0	0	500,000	**500,000**
CAP	FAA	0	0	0	0	9,000,000	**9,000,000**
Total		**0**	**0**	**0**	**0**	**10,000,000**	**10,000,000**

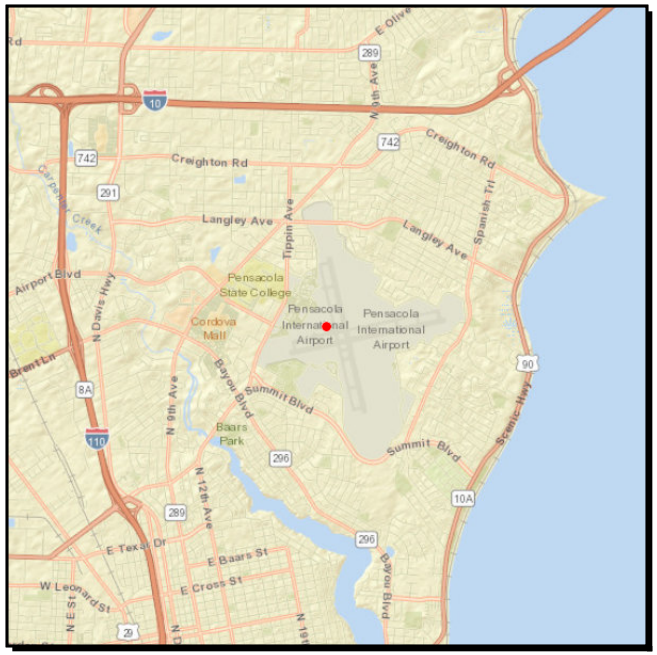
Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 10,000,000

Project Description: TPO Pensacola International Airport Project Priority #3 in FY23. Pensacola International Airport Construct Industrial Apron.

4203006 **PENSACOLA INTERNATIONAL AIRPORT** **SIS**



Work Summary: AVIATION PRESERVATION PROJECT

From: AIRPORT

To: TAXIWAY C & D REHAB - DESIGN

Lead Agency: City of Pensacola

LRTP #: Final Report p. 1-32

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CAP	DPTO	0	0	0	0	25,000	**25,000**
CAP	LF	0	0	0	0	25,000	**25,000**
Total		**0**	**0**	**0**	**0**	**50,000**	**50,000**

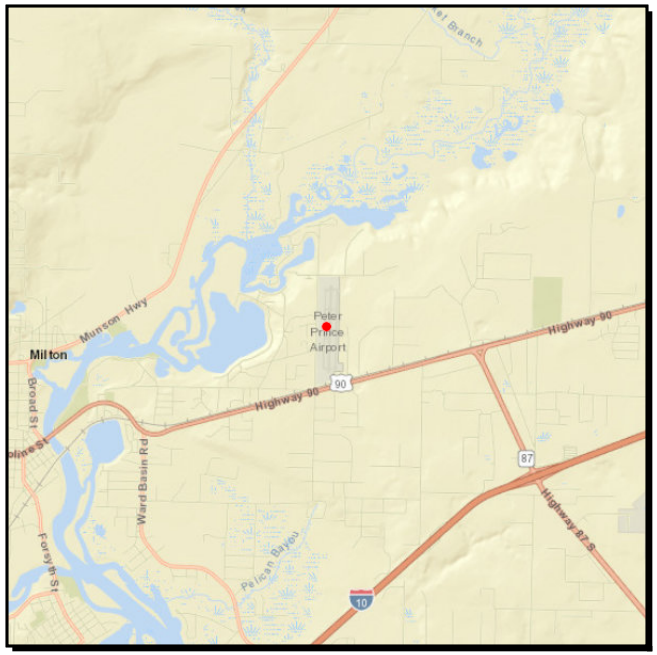
Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 50,000

Project Description: TPO Pensacola International Airport Project Priority #2 in FY23. Pensacola International Airport Taxiway C&D Rehab-Design.

4222943 **PETER PRINCE FIELD** **Non-SIS**



Work Summary: AVIATION PRESERVATION PROJECT

From: REHAB/WIDENING OF EXISTING WEST TAXIWAY

To:

Lead Agency: Santa Rosa

LRTP #: Final Report p. A-4

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CAP	DDR	0	0	0	91,855	0	**91,855**
CAP	LF	0	0	0	91,855	0	**91,855**
CAP	FAA	0	0	0	1,653,390	0	**1,653,390**
Total		**0**	**0**	**0**	**1,837,100**	**0**	**1,837,100**

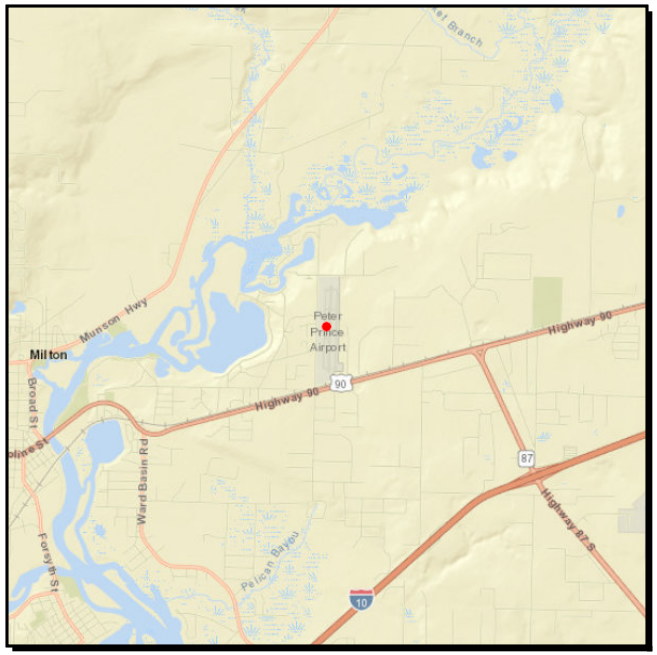
Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 1,837,100

Project Description: TPO Peter Prince Field Project Priority #1 in FY22.
Rehab/Widening of Existing West Taxiway at Peter Prince Field.

4256334 **PETER PRINCE FIELD** **Non-SIS**



Work Summary: AVIATION PRESERVATION PROJECT

From: CONSTRUCT ACCESS TAXIWAY

To:

Lead Agency: Santa Rosa

LRTP #: Final Report p. A-4

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CAP	DDR	39,000	0	0	0	0	**39,000**
CAP	LF	39,000	0	0	0	0	**39,000**
CAP	FAA	702,000	0	0	0	0	**702,000**
Total		**780,000**	**0**	**0**	**0**	**0**	**780,000**

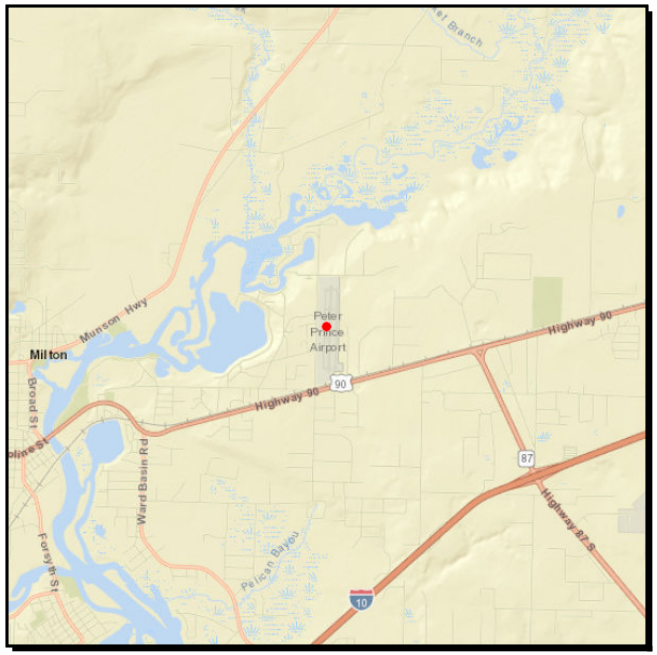
Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 780,000

Project Description: TPO Peter Prince Field Project Priority #1 in FY19.
Construct 3 new east apron t-hanger taxiways at Peter Prince Field.

4256335 **PETER PRINCE FIELD** **Non-SIS**



Work Summary: AVIATION REVENUE/OPERATIONAL

From: CONSTRUCT PARKING AREA

To:

Lead Agency: Santa Rosa

LRTP #: Final Report p. A-4

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CAP	DDR	54,000	0	0	0	0	**54,000**
CAP	LF	13,600	0	0	0	0	**13,600**
Total		**67,600**	**0**	**0**	**0**	**0**	**67,600**

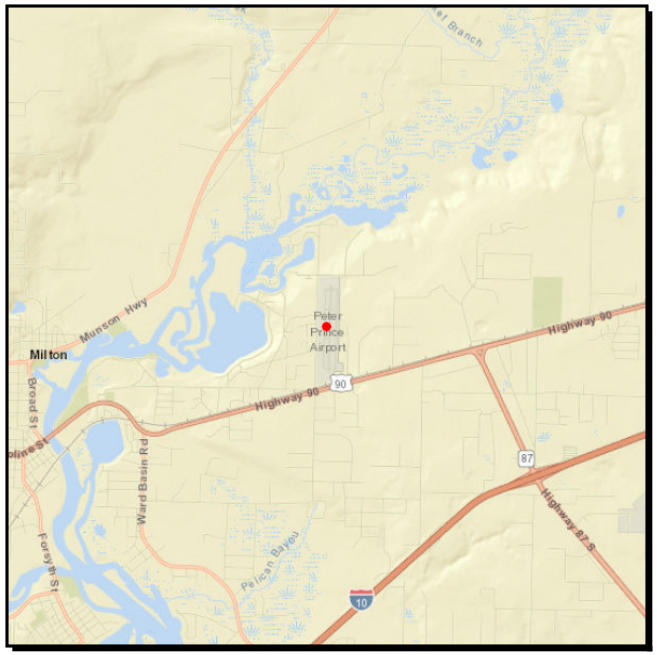
Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 67,600

Project Description: TPO Peter Prince Field Project Priority #2 in FY19.
Construct Parking Area adjacent to existing east apron at Peter Prince Field.

4256336 **PETER PRINCE FIELD** **Non-SIS**



Work Summary: AVIATION REVENUE/OPERATIONAL

From: CONSTRUCT E SIDE MULTI UNIT T-HANGAR AND APRON

To:

Lead Agency: Santa Rosa

LRTP #: Final Report p. A-4

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CAP	DDR	0	600,000	0	0	0	**600,000**
CAP	LF	0	150,000	0	0	0	**150,000**
Total		**0**	**750,000**	**0**	**0**	**0**	**750,000**

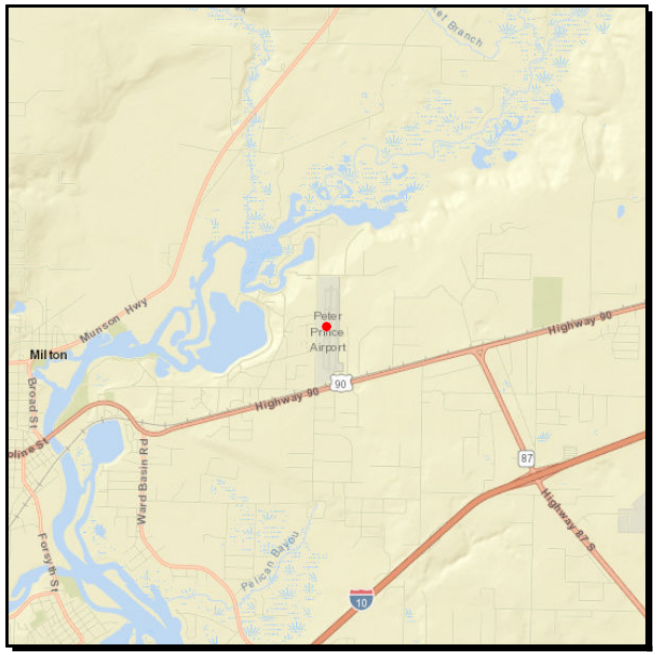
Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 750,000

Project Description: TPO Peter Prince Field Project Priority #1 in FY 20.
Construct E. side multi-unit T-hangar and Apron at Peter Prince Field.

4256337 **PETER PRINCE FIELD** **Non-SIS**



Work Summary: AVIATION PRESERVATION PROJECT

From: REHAB EXISTING TAXILANES/TAXIWAY @ W APRON

To:

Lead Agency: Santa Rosa

LRTP #: Final Report p. A-4

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CAP	DPTO	0	0	55,000	0	0	**55,000**
CAP	LF	0	0	55,000	0	0	**55,000**
CAP	FAA	0	0	990,000	0	0	**990,000**
Total		**0**	**0**	**1,100,000**	**0**	**0**	**1,100,000**

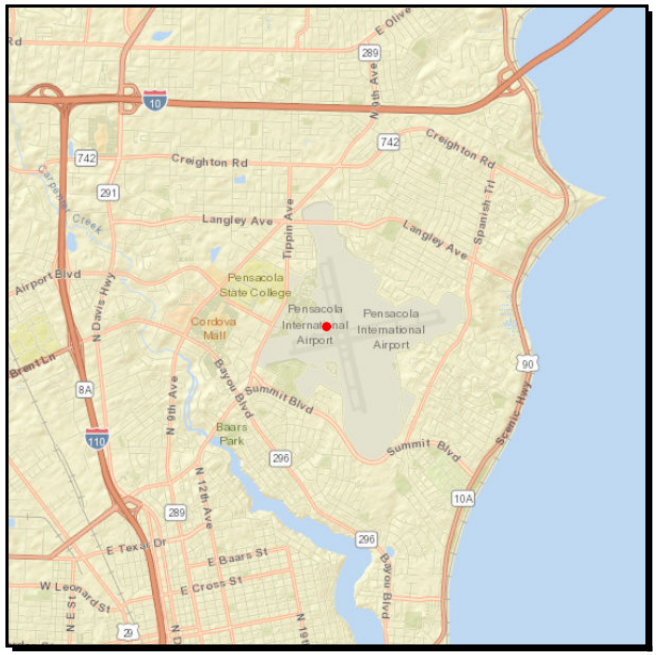
Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 1,100,000

Project Description: TPO Peter Prince Field Project Priority #1 in FY21.
Rehab Existing Taxilanes/Taxiway on West Apron at Peter Prince Field.

4296096 **PENSACOLA INTERNATIONAL AIRPORT** **SIS**



Work Summary: AVIATION CAPACITY PROJECT

From: AIRPORT

To: DESIGN/CONSTRUCT PARALLEL TAXIWAY EXT

Lead Agency: City of Pensacola

LRTP #: Final Report p. 1-32

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CAP	LF	750,000	0	0	0	0	**750,000**
CAP	FAA	13,500,000	0	0	0	0	**13,500,000**
CAP	DIS	750,000	0	0	0	0	**750,000**
Total		**15,000,000**	**0**	**0**	**0**	**0**	**15,000,000**

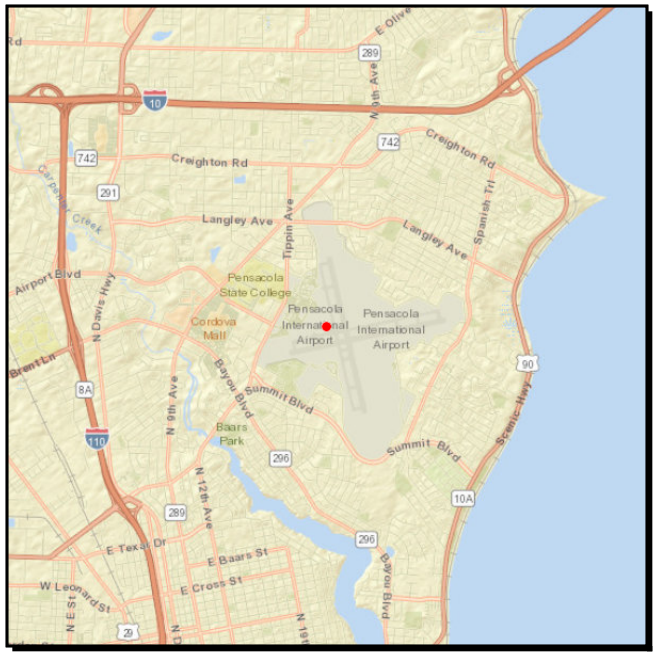
Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 15,000,000

Project Description: TPO Pensacola International Airport Project Priority #2 in FY19.
Pensacola International Airport Design/Construct Parallel Taxiway Extension.

4357173 **PENSACOLA INTERNATIONAL AIRPORT** **SIS**



Work Summary: AVIATION PRESERVATION PROJECT

From: AIRPORT

To: ILS/GPS APPROACH FOR RUNWAY 17/35 EXT

Lead Agency: City of Pensacola

LRTP #: Final Report p. 1-32

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CAP	DDR	0	50,000	0	0	0	**50,000**
CAP	LF	0	50,000	0	0	0	**50,000**
CAP	FAA	0	900,000	0	0	0	**900,000**
Total		**0**	**1,000,000**	**0**	**0**	**0**	**1,000,000**

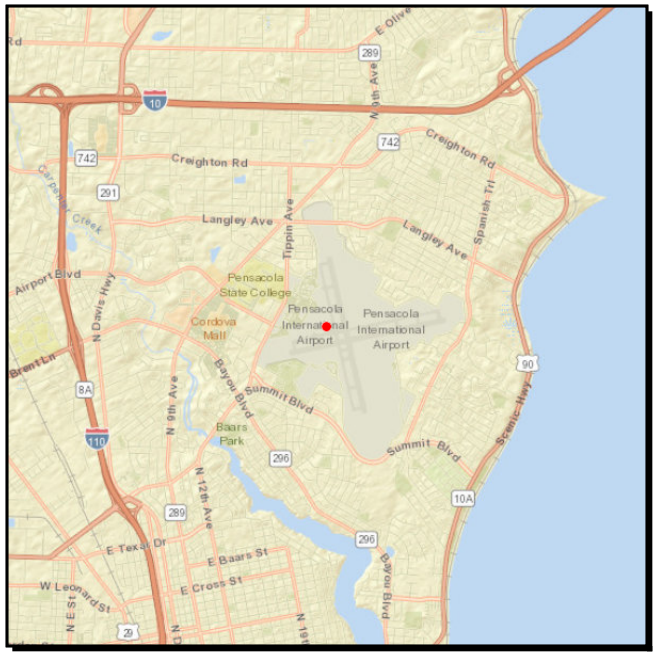
Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 1,000,000

Project Description: TPO Pensacola International Airport Project Priority #2 in FY20.
Pensacola International Airport ILS/GPS Approach runway 17/35 Extension.

4357175 **PENSACOLA INTERNATIONAL AIRPORT** **SIS**



Work Summary: AVIATION CAPACITY PROJECT

From: AIRPORT

To: CONSTRUCT HELIPORT

Lead Agency: City of Pensacola

LRTP #: Final Report p. 1-32

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CAP	DPTO	0	0	84,600	0	0	**84,600**
CAP	LF	0	0	84,600	0	0	**84,600**
CAP	FAA	0	0	1,530,000	0	0	**1,530,000**
Total		**0**	**0**	**1,699,200**	**0**	**0**	**1,699,200**

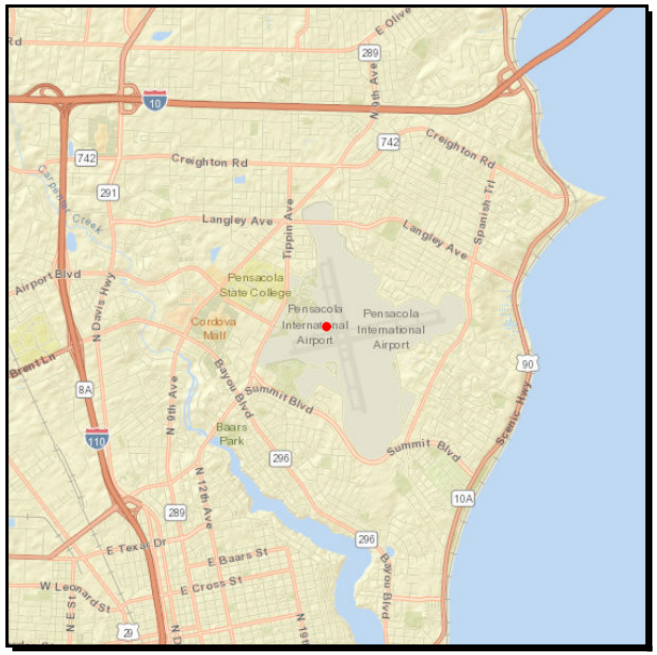
Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 1,699,200

Project Description: TPO Pensacola International Airport Project Priority #1 in FY21. Pensacola International Airport Heliport Construction.

4357176 **PENSACOLA INTERNATIONAL AIRPORT** **SIS**



Work Summary: AVIATION CAPACITY PROJECT

From: AIRPORT

To: CONSTRUCT HANGAR IMPROVEMENTS

Lead Agency: City of Pensacola

LRTP #: Final Report p. 1-32

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
ADM	DPTO	1,099,600	0	0	0	0	**1,099,600**
ADM	GMR	0	7,500,000	0	0	0	**7,500,000**
Total		**1,099,600**	**7,500,000**	**0**	**0**	**0**	**8,599,600**

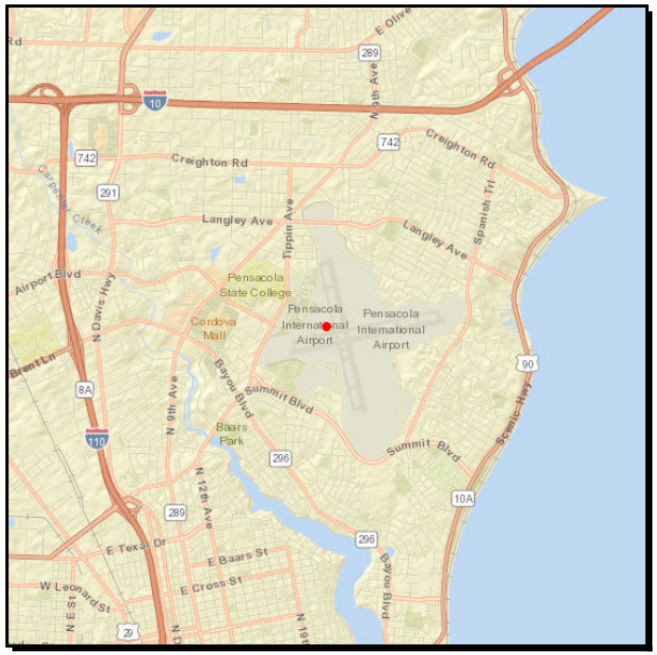
Prior Cost < 2018/19: 17,199,200

Future Cost > 2022/23: 0

Total Project Cost: 25,798,800

Project Description: TPO Pensacola International Airport Project Priority #1 in FY19 and #1 in FY20. Pensacola International Airport Hangar Construction Improvements.

4357177 **PENSACOLA INTERNATIONAL AIRPORT** **SIS**



Work Summary: AVIATION PRESERVATION PROJECT

From: AIRPORT

To: RUNWAY 8/26 PAVEMENT REHABILITATION

Lead Agency: City of Pensacola

LRTP #: Final Report p. 1-32

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CAP	DDR	0	0	0	650,000	0	**650,000**
CAP	LF	0	0	0	650,000	0	**650,000**
CAP	FAA	0	0	0	11,700,000	0	**11,700,000**
Total		**0**	**0**	**0**	**13,000,000**	**0**	**13,000,000**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 13,000,000

Project Description: TPO Pensacola International Airport Project Priority #5 in FY22. Pensacola International Airport rehabilitation of runway 8/26.

Section 9 - Resurfacing

100066637 **SR 182 (PERDIDO BEACH BOULEVARD)** **Non-SIS**

Work Summary: RESURFACING

From: WEST END OF PERDIDO PASS BRIDGE

To: FLORIDA STATE LINE

Lead Agency: ALDOT

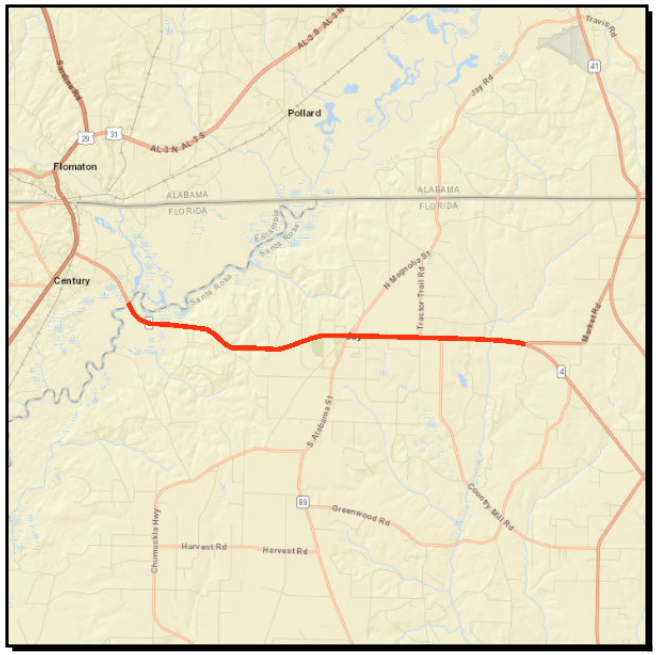
Length: 2.25 MI

LRTP #: Final Report p. 6-4

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	NH	1,086,385	0	0	0	0	**1,086,385**
CST	State	271,596	0	0	0	0	**271,596**
Total		**1,357,981**	**0**	**0**	**0**	**0**	**1,357,981**

Prior Cost < 2018/19: 0
Future Cost > 2022/23: 0
Total Project Cost: 1,357,981
Project Description: Resurfacing and Striping of SR 182 (Perdido Beach Boulevard) from West End of Perdido Pass Bridge to Florida State Line.

4325541 **SR 4** **Non-SIS**



Work Summary: RESURFACING

From: ESCAMBIA RIVER BRIDGE

To: CR 87A

Lead Agency: FDOT

Length: 8.821 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	DS	4,818,762	0	0	0	0	**4,818,762**
CST	DIH	38,628	0	0	0	0	**38,628**
Total		**4,857,390**	**0**	**0**	**0**	**0**	**4,857,390**

Prior Cost < 2018/19: 1,139,959

Future Cost > 2022/23: 0

Total Project Cost: 5,997,349

Project Description: This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. Resurfacing of SR 4 from Escambia River Bridge to CR 87A.

4362722 **SR 30 (US 98)** **Non-SIS**

Work Summary: RESURFACING

From: SR 298 LILLIAN HWY

To: W OF SR 173 BLUE ANGEL PKWY

Lead Agency: FDOT

Length: 1.614 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	DIH	9,547	0	0	0	0	**9,547**
CST	DDR	1,796,265	0	0	0	0	**1,796,265**
Total		**1,805,812**	**0**	**0**	**0**	**0**	**1,805,812**

Prior Cost < 2018/19: 367,820
Future Cost > 2022/23: 0
Total Project Cost: 2,173,632
Project Description: Resurfacing of SR 30 (US 98) from SR 298 (Lillian Highway) to West of SR 173 (Blue Angel Parkway).

4377461 **SR 95 (US 29)** **SIS**

Work Summary: RESURFACING

From: S OF CR 184 MUSCOGEE ROAD

To: SR 97 ATMORE HWY

Lead Agency: FDOT

Length: 9.007 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
RRU	DS	396,900	0	0	0	0	**396,900**
CST	DS	2,594,438	0	0	0	0	**2,594,438**
CST	DIH	79,760	0	0	0	0	**79,760**
ROW	DDR	28,400	0	0	0	0	**28,400**
CST	DDR	3,970,570	0	0	0	0	**3,970,570**
CST	ACCM	50,061	0	0	0	0	**50,061**
CST	CM	951,484	0	0	0	0	**951,484**
ROW	DIH	10,000	0	0	0	0	**10,000**
CST	SA	735,515	0	0	0	0	**735,515**
CST	ACSA	3,148,333	0	0	0	0	**3,148,333**
Total		**11,965,461**	**0**	**0**	**0**	**0**	**11,965,461**

Prior Cost < 2018/19: 2,211,399

Future Cost > 2022/23: 0

Total Project Cost: 14,176,860

Project Description: Please note the segment from CR 196 (Barrineau Park Road) to SR 97 (Atmore Highway) is NOT within the TPO planning area. That segment is included for Rural Work Program reference.
Resurfacing of SR 95 (US 29) from south of CR 184 (Muscogee Road) to SR 97 (Atmore Highway).

4397211 **SR 87** **Non-SIS**

Work Summary: RESURFACING

From: S OF CLEAR CREEK

To: N OF SR 4

Lead Agency: FDOT

Length: 14.059 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	DS	0	5,197,332	0	0	0	**5,197,332**
CST	DIH	0	46,776	0	0	0	**46,776**
CST	DDR	0	467,760	0	0	0	**467,760**
Total		**0**	**5,711,868**	**0**	**0**	**0**	**5,711,868**

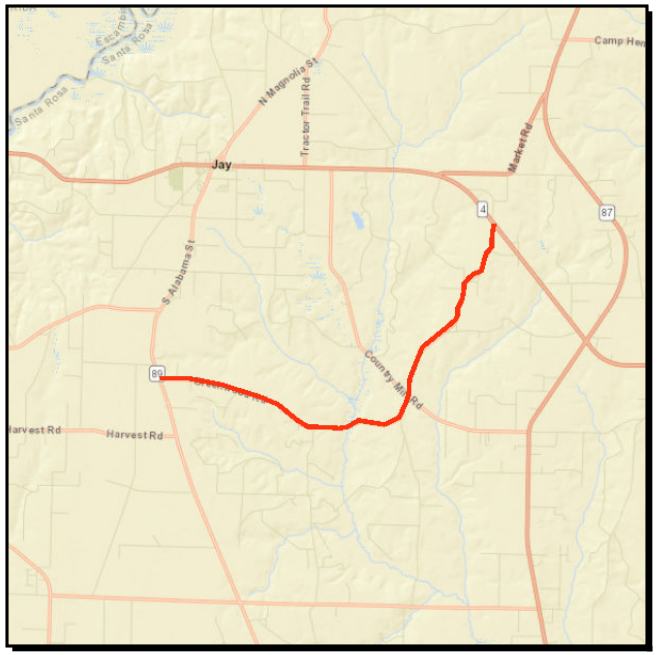
Prior Cost < 2018/19: 1,012,130

Future Cost > 2022/23: 0

Total Project Cost: 6,723,998

Project Description: Please note the segment from Springhill Road to N. of SR 4 is NOT within the TPO Planning area. That segment is included fro Rural Work Program reference.
Resurfacing of SR 87 from south of Clear Creek to north of SR 4.

4406261 **CR 164 GREENWOOD ROAD** **Non-SIS**



Work Summary: WIDEN/RESURFACE EXIST LANES

From: SR 89

To: SR 4

Lead Agency: Santa Rosa

Length: 8.848 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CST	LF	0	839,790	0	0	0	**839,790**
CST	SCWR	0	2,519,369	0	0	0	**2,519,369**
Total		**0**	**3,359,159**	**0**	**0**	**0**	**3,359,159**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 3,359,159

Project Description: This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. Widen/Resurfacing of CR 164 (Greenwood Road) from SR 89 to SR 4.

4415411 **SR 281 AVALON BLVD** **Non-SIS**

Work Summary: RESURFACING

From: SR 30 (US 98) GULF BREEZE PKWY

To: GARCON POINT BRIDGE

Lead Agency: FDOT

Length: .887 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	DIH	50,000	0	0	0	0	**50,000**
CST	DS	0	0	1,482,644	0	0	**1,482,644**
CST	DIH	0	0	13,344	0	0	**13,344**
CST	DDR	0	0	133,438	0	0	**133,438**
Total		**50,000**	**0**	**1,629,426**	**0**	**0**	**1,679,426**

Prior Cost < 2018/19: 0
Future Cost > 2022/23: 0
Total Project Cost: 1,679,426
Project Description: Resurfacing of SR 281 (Avalon Boulevard) from SR 30 (US 98) Gulf Breeze Parkway to Garcon Point Bridge.

4415881 **SR 8 (I-10)** **SIS**

Work Summary: RESURFACING

From: E OF SR 281 AVALON BLVD

To: E OF SR 87

Lead Agency: FDOT

Length: 14.355 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	ACNP	1,896,274	0	0	0	0	**1,896,274**
CST	ACNP	0	0	21,754,693	0	0	**21,754,693**
Total		**1,896,274**	**0**	**21,754,693**	**0**	**0**	**23,650,967**

Prior Cost < 2018/19: 0
Future Cost > 2022/23: 0
Total Project Cost: 23,650,967
Project Description: Resurfacing of SR 8 (I-10) from East of SR 281 (Avalon Boulevard) to East of SR 87.

4415931 **SR 8 (I-10) ESCAMBIA COUNTY WELCOME CENTER** **SIS**

Work Summary: RESURFACING

From: OFF RAMP

To: ON RAMP

Lead Agency: FDOT

Length: .357 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
PE	ACNP	492,657	0	0	0	0	**492,657**
CST	ACNP	0	0	1,120,391	0	0	**1,120,391**
Total		**492,657**	**0**	**1,120,391**	**0**	**0**	**1,613,048**

Prior Cost < 2018/19: 0
Future Cost > 2022/23: 0
Total Project Cost: 1,613,048
Project Description: Resurfacing of SR 8 (I-10) Escambia County Welcome Center from Off Ramp to On Ramp including parking lot.

Section 10 - Seaport

4410272 **PORT OF PENSACOLA** **SIS**

Work Summary: SEAPORT CAPACITY PROJECT

From: MAINTENANCE DREDGING

To:

Lead Agency: City of Pensacola

LRTP #: Final Report p. 1-31

Phase	Fund Source	2018/19	2019/20	2020/21	2021/22	2022/23	Total
CAP	PORT	110,700	0	0	0	0	**110,700**
CAP	LF	36,900	0	0	0	0	**36,900**
Total		**147,600**	**0**	**0**	**0**	**0**	**147,600**

Prior Cost < 2018/19: 0

Future Cost > 2022/23: 0

Total Project Cost: 147,600

Project Description: Port of Pensacola Project funded by the Florida Seaport Transportation Economic Development Council. Maintenance and Dredging at the Port of Pensacola.

Appendix A

Acronyms/Definitions

ALDOT Alabama Department of Transportation: State agency responsible for transportation issues and planning in Alabama

BPAC Bicycle/Pedestrian Advisory Committee: Advisory committee utilized by metropolitan planning organizations (MPOs) for specialized citizen input into the transportation planning process.

BRATS Baldwin Rural Area Transportation System: Public Transit System

CAC Citizens' Advisory Committee: Advisory committee utilized by most metropolitan planning organizations (MPOs) for citizen input into the transportation planning process.

CFR Code of Federal Regulations: Compilation of the rules of the executive department and agencies of the federal government

CMAQ Congestion Mitigation and Air Quality Improvement Program: A new categorical funding program created under ISTEA which directs funding to projects that contribute to meeting national air quality standards in non-attainment areas for ozone and carbon monoxide.

CMPP Congestion Management Process Plan: This plan assists decision-makers in selecting cost effective, short term strategies to enhance the mobility of people and goods by rating the performance of existing transportation facilities

CTC Community Transportation Coordinators: People contracted by the Transportation Disadvantaged Commission to provide complete, cost-effective and efficient transportation services to transportation disadvantaged (TD) persons.

CTST Community Traffic Safety Team: Florida's Community Traffic Safety Teams (CTSTs) are locally based groups of highway safety advocates who are committed to solving traffic safety problems through a comprehensive, multi-jurisdictional, multi-disciplinary approach. Members include local city, county, state, and occasionally federal agencies, as well as private industry representatives and local citizens.

DEO Department of Economic Opportunity: State land planning and community development agency responsible for a number of programs, including Chapters 163 and 380 of the Florida Statutes (F.S.).

DEP Florida Department of Environmental Protection: State agency responsible for the implementation of most of Florida's environmental regulations, including air monitoring and assessment; formerly the Departments of Natural Resources and Environmental Regulation.

ECAT Escambia County Area Transit: Public transportation system.

EMO Environmental Management Office: The office at the Florida Department of Transportation responsible for protecting and enhancing a sustainable human and natural environment while developing safe, cost effective, and efficient transportation systems.

EPA Environmental Protection Agency: A federal agency responsible for dealing with national environmental issues.

FAA Federal Aviation Administration: Federal entity responsible for overseeing air commerce, air traffic control, noise abatement and other related issues.

FAST Fixing America's Surface Transportation Act. Federal legislation that was signed into law on December 4 2015 that funds surface transportation programs at over $300 billion for fiscal years 2016 through 2020.

FDOT Florida Department of Transportation: State agency responsible for transportation issues and planning in Florida.

FHWA Federal Highway Administration: Division of the U.S. Department of Transportation responsible for administrating federal highway transportation programs.

F.S. Florida Statutes: Documents in which Florida's laws are found.

FTA Federal Transit Administration: A statewide, comprehensive transportation plan which establishes long-range goals to be accomplished over a 20-25 year time frame; developed by Florida Department of Transportation (FDOT); updated on an annual basis.

FTP Florida Transportation Plan: A statewide, comprehensive transportation plan which establishes long-range goals to be accomplished over a 20-25 year time frame; developed by Florida Department of Transportation (FDOT); updated on an annual basis.

FY Fiscal Year: A budget year; runs from July 1 through June 30 for the state of Florida, and from October 1 through September 30 for the federal government.

ICE Intergovernmental Coordination Element: Required element of a local government comprehensive plan addressing coordination between adjacent local governments, and regional and state agencies; requirements for content are found in Rule 9J-5.015, F.A.C. and 163.3177(6)(h), F.S.

ITS Intelligent Transportation System: The use of computer and communications technology to facilitate the flow of information between traveler and system operators to improve mobility and transportation productivity.

JPA Joint Participation Agreement: Legal instrument describing intergovernmental tasks to be accomplished and/or funds to be paid between government agencies. K Design Hour Factor: Used to convert daily traffic counts to hourly traffic counts, and annual average traffic counts to peak season traffic counts; most road are designed for peak hour, peak season traffic counts. LDR Land Development Regulations: Local development regulations used to implement comprehensive plans; required by 9J-5.006, F.A.C. and Chapter 163.3177(6)(a), F.S.

LAP Local Agency Program: Agreement negotiated between a Local Agency and FDOT allocating Federal funds to a transportation project.

LRC Long Range Component: The part of the Florida Transportation Plan (FTP) that addresses a time span of about 20 years; updated at least every five years to reflect changes in the issues, goals and long range objectives.

LRTP Long Range Transportation Plan: A 20 year forecast plan required of state planning agencies and TPO/MPOs; it must consider a wide range of social, environmental, energy and economic factors in determining overall regional goals and consider how transportation can best meet these goals.

MAP 21 Moving Ahead for Progress in the 21st Century Act. Federal legislation that was signed into law on July 6, 2012 that funds surface transportation programs at over $105 billion for fiscal years 2013 and 2014.

MPO See TPO

MPOAC Metropolitan Planning Organization Advisory Council: An advisory council, consisting of one member from each TPO, which serves the principal forum for collaborative policy discussion in urban areas; it was created by law to assist the TPO/MPOs in carrying out the urbanized area transportation planning process.

NHS National Highway System: Specific major roads to be designated by September 30, 1995; the NHS will consist of 155,000 (plus or minus 15%) miles of road and represents one category of roads eligible for federal funds under ISTEA.

RTPO Regional Transportation Planning Organization:

ROW Right-of-Way: Real property that is used for transportation purposes; defines the extent of the corridor that can be used for the road and associated drainage.

RPC Regional Planning Council: A multipurpose organization composed of representatives of local governments and appointed representatives from the geographic area covered by the council, and designated as the primary organization to address problems and plan solutions that are of greater than local concern or scope; currently 11 regional planning councils exist in Florida.

SAFETEA-LU Safe, Accountable, Flexible, and Efficient Transportation Equity Act, a Legacy for Users: Federal legislation that was signed into law on August 10th 2005. This legislation built upon the ISTEA and TEA-21 premises but advocated a new direction in transportation planning, as evidenced by its name.

SIS Strategic Intermodal System: The SIS is a transportation system that is made up of statewide and regionally significant facilities and services (strategic), that contains all forms of transportation for moving both people and goods, including linkages that provide for smooth and efficient transfers between modes and major facilities (intermodal), and that integrates individual facilities, services, forms of transportation (modes) and linkages into a single, integrated transportation network (system)

SRTS Safe Routes to School: The Safe Routes to School Program (SRTS) was authorized in August 2005 by Section 1404 of the federal transportation act, SAFETEA-LU (the *Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users*). SRTS funds are administered through the seven FDOT Districts and overseen by the State Safe Routes to School Coordinator Program guidelines and other program documents have been developed to create a competitive application process for infrastructure projects and non-infrastructure programs.

STIP State Transportation Improvement Program: A staged, multiyear, statewide, intermodal program that is consistent with the state and metropolitan transportation plans; identifies the priority transportation projects to be done over the next three years; is developed by the Florida Department of Transportation (FDOT) and must be approved by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) at least every two years.

TAP Transportation Alternatives Program. Provides funding for programs and projects defined as transportation alternatives, including on and off road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation, recreational trail program projects, safe routes to school projects, and projects for the planning design or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

TCC Technical Coordinating Committee: A standing committee of most metropolitan planning organizations (MPOs); function is to provide advice on plans or actions of the MPO from planners, engineers and other staff members (not general citizens.)

TD Transportation Disadvantaged: People who are unable to transport themselves or to purchase transportation due to disability, income status or age.

TDP Transit Development Program: A plan developed by the transit operator and endorsed by the TPO; it addresses public transportation needs, operations, services, and contains a financial plan. The plan has a 10-year horizon, with a major update every five years, and it also requires annual updates.

TDSP Transportation Disadvantage Service Plan: A five year plan which reviews the need for Transportation Disadvantaged services, goals, objectives, and performance measures; it is updated annually.

TIP Transportation Improvement Program: A priority list of transportation projects developed by a metropolitan planning organization that is to be carried out within the five year period following its adoption; must include documentation of federal and state funding sources for each project and be consistent with adopted local comprehensive plans.

TPO (MPO) Transportation or Metropolitan Planning Organization: The forum for cooperative transportation decision-making; required for urbanized areas with populations over 50,000.

TSM Transportation Systems Management: Strategies to improve the efficiency of the transportation system through operational improvements such as the use of bus priority or reserved lanes, signalization, access management, turn restrictions, etc.

UPWP Unified Planning Work Program: Developed by Metropolitan Planning Organizations (MPOs); identifies all transportation and transportation air quality activities anticipated within the next one to two years, including schedule for completing, who is doing it, and products to be produced

Appendix B

Phase and Fund Codes

FDOT FUNDING AND PHASE CODES

OWPB Systems Support Jason Shiver - Manager

Work Program Instructions Appendix D Codes

Fund Code As Of: 2/26/2018

Code	Description	Fund Group	Fund Group Description
ACAN	ADV-ANCE CONSTRUCTION ANY AREA	F32	O.FA -AC FUNDING
ACBR	ADVANCE CONSTRUCTION (BRT)	F22	NH -AC FUNDING
ACBZ	A.DVANCE CONSTRUCTION (BRTZ)	F32	O.F.A. - AC FUNDING
ACCM	ADVANCE CONSTRUCTION (CM)	F32	O.F.A. - AC FUNDING
ACEM	EARMARKS AC	F43	100% FEDERAL DEMO/EARMARK
ACEP	ADVANCE CONSTRUCTION (EBBP)	F32	O.F.A. - AC FUNDING
ACER	ADVANCE CONSTRUCTION (ER)	F32	O.F.A. - AC FUNDING
ACFP	AC FREIGHT PROG (NFP)	F32	O.F.A. - AC FUNDING
ACIM	ADVANCE CONSTRUCTION (IM)	F12	I, IM -AC FUNDING
ACNH	ADVANCE CONSTRUCTION (NH)	F22	NH - AC FUNDING
ACNP	IA.DVANCE CONSTRUCTION NHPP	F22	NH -AC FUNDING
ACNR	AC NAT HWY PERFORM RESURFACING	F22	NH -AC FUNDING
ACSA	ADVANCE CONSTRUCTION (SA)	F32	O.F.A. - AC FUNDING
ACSB	ADVANCE CONSTRUCTION (SABR)	F32	O.F.A. - AC FUNDING
ACSE	IA.DVANCE CONSTRUCTION (SE)	F32	O.F.A. -AC FUNDING
ACSL	ADVANCE CONSTRUCTION (SL)	F32	O.F.A. - AC FUNDING
ACSN	ADVANCE CONSTRUCTION (SN)	F32	O.F.A. - AC FUNDING
ACSS	ADVANCE CONSTRUCTION (SS,HSP)	F32	O.F.A. - AC FUNDING
ACSU	ADVANCE CONSTRUCTION (SU)	F32	O.F.A. - AC FUNDING
ACTA	ADVANCE CONSTRUCTION TALT	F32	O.F.A. -AC FUNDING
ACTL	ADVANCE CONSTRUCTION TALL	F32	O.F.A. - AC FUNDING
ACTN	ADVANCE CONSTRUCTION TALN	F32	O.F.A. - AC FUNDING
ACTU	ADVANCE CONSTRUCTION TALU	F32	O.F.A. - AC FUNDING
BNBR	AMENDMENT 4 BONDS (BRIDGES)	N31	BONDS
BNCA	BOND - CONTROLLED ACCESS	N31	BONDS
BNDS	BOND-STATE	N31	BONDS
BNIR	INTRASTATE R/W & BRIDGE BONDS	N31	BONDS
BRAG	BRT (AC/REGULAR)	F34	O.F.A. - AC/REGULAR
BRP	STATE BRIDGE REPLACEMENT	N11	100% STATE
BRRP	STATE BRIDGE REPAIR & REHAB	N11	100% STATE
BRT	FED BRIDGE REPL - ON SYSTEM	F31	O.F.A. - REGULAR FUNDS
BRTD	FED BRIDGE REPL--DISCRETIONARY	F33	O.F.A. - DEMO/EARMARK FUNDS
BRTZ	FED BRIDGE REPL - OFF SYSTEM	F31	O.F.A. - REGULAR FUNDS
CFA	CONTRACTOR FUNDS ADVANCE	N49	OTHER NON-FEDERAL FUNDS
CIGP	COUNTY INCENTIVE GRANT PROGRAM	N12	100% STATE - SINGLE AUDIT ACT
CM	CONGESTION MITIGATION -AQ	F31	O.F.A. - REGULAR FUNDS
COE	CORP OF ENGINEERS (NON-BUDGET)	F49	100% FEDERAL NON-FHWA
COOP	COOPERATIVE AGREEMENTS - FHWA	F49	100% FEDERAL NON-FHWA
D	UNRESTRICTED STATE PRIMARY	N11	100% STATE
DC	STATE PRIMARY PE CONSULTANTS	N11	100% STATE
DOR	DISTRICT DEDICATED REVENUE	N11	100% STATE
DORF	DIST DEDICAT REV MATCHING FNDS	N11	100% STATE
DEM	ENVIRONMENTAL MITIGATION	N11	100% STATE
DEMW	ENVIRONMEN MITIGATION-WETLANDS	N11	100% STATE
DER	EMERGENCY RELIEF - STATE FUNDS	N11	100% STATE
DFTA	FED PASS-THROUGH$ FROM FTA	F49	100% FEDERAL NON-FHWA
DI	ST. - S/W INTER/INTRASTATE HWY	N11	100% STATE
DIH	STATE IN-HOUSE PRODUCT SUPPORT	N11	100% STATE
DIOH	STATE 100% - OVERHEAD	N11	100% STATE
DIS	STRATEGIC INTERMODAL SYSTEM	N11	100% STATE
DITS	STATEWIDE ITS - STATE 100%.	N11	100% STATE
DL	LOCAL FUNDS-PTO-BUDGETED	N44	LOCAL
DPTO	STATE-PTO	N11	100% STATE
DRA	REST AREAS - STATE 100%	N11	100% STATE
DS	STATE PRIMARY HIGHWAYS & PTO	N11	100% STATE
DSBO	UNALLOCATED TO FACILITY	N41	TOLL CAPITAL IMPROVEMENT
DSB1	SKYWAY	N41	TOLL CAPITAL IMPROVEMENT
DSB2	EVERGLADES PKY/ALLIGATOR ALLEY	N41	TOLL CAPITAL IMPROVEMENT
DSB3	PINELLAS BAYWAY	N41	TOLL CAPITAL IMPROVEMENT
DSB5	BEELINE EXPRESSWAY	N41	TOLL CAPITAL IMPROVEMENT
DSB6	TAMPA-HILLSBOROUGH EXPR. AUTH.	N41	TOLL CAPITAL IMPROVEMENT
DSB7	MID-BAY BRIDGE AUTHORITY	N41	rroLL CAPITAL IMPROVEMENT
DSBC	GARCON POINT BRIDGE	N41	TOLL CAPITAL IMPROVEMENT

DSBD	1-95 EXPRESS LANES	N41	TOLL CAPITAL IMPROVEMENT
DSBF	1-595	N41	TOLL CAPITAL IMPROVEMENT
DSBG	1-75 ML TOLL CAP IMPROVEMENT	N41	TOLL CAPITAL IMPROVEMENT
DSBH	1-4 ML TOLL CAP IMPROVEMENT	N41	TOLL CAPITAL IMPROVEMENT
DSBI	PALMETTO ML TOLL CAP IMPROVE	N41	TOLL CAPITAL IMPROVEMENT
DSBJ	1-295 EXPRESS LANES - CAPITAL	N41	TOLL CAPITAL IMPROVEMENT
DSBK	TAMPA BAY EXPRESS LANES	N41	TOLL CAPITAL IMPROVEMENT
DSBT	TURNPIKE/REIMBURSED BY TOLL	N41	TOLL CAPITAL IMPROVEMENT
DSBW	WEKIVA PARKWAY	N41	TOLL CAPITAL IMPROVEMENT
DSF	STATE PRIMARY MATCHING FUNDS	N11	100% STATE
DU	STATE PRIMARY/FEDERAL REIMB	F49	100% FEDERAL NON-FHWA
DWS	WEIGH STATIONS - STATE 100%	N11	100% STATE
EB	EQUITY BONUS	F31	O.F.A. - REGULAR FUNDS
EBBP	EQUITY BONUS SUPPLEMENTING BDG	F34	O.F.A. - AC/REGULAR
EBNH	EQUITY BONUS SUPPLEMENTING NH	F34	O.F.A. - AC/REGULAR
EBOH	EQUITY BONUS - OVERHEAD	F31	O.F.A. - REGULAR FUNDS
EM09	GAA EARMARKS FY 2009	N11	100% STATE
EM11	GAA EARMARKS FY 2011	N11	100% STATE
EM18	GAA EARMARKS FY 2018	N11	100% STATE
ER06	HURRICANES 2006	F42	100% FEDERAL EMERGENCY FUNDS
ER10	2010 EMERGENCY RELIEF EVENTS	F42	100% FEDERAL EMERGENCY FUNDS
ER12	2012 EMERGENCY RELIEF EVENTS	F42	100% FEDERAL EMERGENCY FUNDS
ER13	2013 EMERGENCY RELIEF EVENTS	F42	100% FEDERAL EMERGENCY FUNDS
ER14	SPRING FLOODING 2014	F42	100% FEDERAL EMERGENCY FUNDS
ER16	2016 EMERGENCY RELIEF EVENTS	F42	100% FEDERAL EMERGENCY FUNDS
ER17	2017 EMERGENCY RELIEF EVENTS	F42	100% FEDERAL EMERGENCY FUNDS
ER18	2018 EMERGENCY RELIEF EVENTS	F42	100% FEDERAL EMERGENCY FUNDS
F001	FEDERAL DISCRETIONARY - US19	F33	O.F.A. - DEMO/EARMARK FUNDS
F002	CORRIDORS/BORDERS - US19- D07	F33	O.F.A. - DEMO/EARMARK FUNDS
F330	SEC 330 STP EARMARKS 2003	F43	100% FEDERAL DEMO/EARMARK
FAA	FEDERAL AVIATION ADMIN	F49	100% FEDERAL NON-FHWA
FBD	FERRYBOAT DISCRETIONARY	F33	O.F.A. - DEMO/EARMARK FUNDS
FCO	PRIMARY/FIXED CAPITAL OUTLAY	N11	100% STATE
FD21	FDM-DODGE ISLAND TUNNEL	F33	O.F.A. - DEMO/EARMARK FUNDS
FEDR	FEDERAL RESEARCH ACTIVITIES	F43	100% FEDERAL DEMO/EARMARK
FEMA	FED EMERGENCY MGT AGENCY	F49	100% FEDERAL NON-FHWA
FHPP	FEDERAL HIGH PRIORITY PROJECTS	F33	O.F.A. - DEMO/EARMARK FUNDS
FINC	FINANCING CORP	N51	FINC- FINANCING CORP.
FLEM	FL DIV OF EMERGENCY MANAGEMENT	N49	OTHER NON-FEDERAL FUNDS
FSF1	FED STIMULUS, S/W MANAGED	F45	100% FEDERAL STIMULUS PROGRAM
FTAT	FEDERAL TRANSIT ADMINISTRATION	F49	100% FEDERAL NON-FHWA
FTAT	FHWA TRANSFER TO FTA (NON-BUD)	F43	100% FEDERAL DEMO/EARMARK
GMR	GROWTH MANAGEMENT FOR SIS	N11	100% STATE
GR13	GENERAL REVENUE FOR FY2013 GAA	N11	100% STATE
GR15	GENERAL REVENUE FOR FY2015 GAA	N11	100% STATE
GR17	GENERAL REVENUE FOR FY2017 GAA	N11	100% STATE
GRSC	GROWTH MANAGEMENT FOR SCOP	N11	100% STATE
HP	FEDERAL HIGHWAY PLANNING	F31	O.F.A. - REGULAR FUNDS
HPP	HIGH PRIORITY PROJECTS	F43	100% FEDERAL DEMO/EARMARK
HR	FEDERAL HIGHWAY RESEARCH	F31	O.F.A. - REGULAR FUNDS
HRRR	HIGH RISK RURAL ROAD	F31	O.F.A. - REGULAR FUNDS
HSID	INTERSECTION CRASHES	F31	O.F.A. - REGULAR FUNDS
HSLD	LANE DEPARTURE CRASHES	F31	O.F.A. - REGULAR FUNDS
HSP	SAFETY (HIWAY SAFETY PROGRAM)	F31	O.F.A. - REGULAR FUNDS
HSPT	SAFETY EDUCATIONAL-TRANSFERRED	F31	O.F.A. - REGULAR FUNDS
IBRC	INNOVATIVE BRIDGE RES & CONST	F43	100% FEDERAL DEMO/EARMARK
IM	INTERSTATE MAINTENANCE	F11	I, IM - REGULAR FUNDING
IMAC	IM (AC/REGULAR)	F13	IM - AC/REGULAR
IMD	INTERSTATE MAINTENANCE DISCRET	F14	I, IM - DISCRETIONARY
LF	LOCAL FUNDS	N44	LOCAL
	LOCAL FUNDS BUDGET	N44	LOCAL
LFBN	LOCAL TO RESERVE BNDS BUDGET	N31	BONDS
LFD	"LF" FOR STTF UTILITY WORK	N11	100% STATE
LFF	LOCAL FUND - FOR MATCHING F/A	N44	LOCAL
LFI	LOCAL FUNDS INTEREST EARNED	N44	LOCAL
LFNE	LOCAL FUNDS NOT IN ESCROW	N44	LOCAL

LFP	LOCAL FUNDS FOR PARTICIPATING	N44	LOCAL
LFR	LOCAL FUNDS/REIMBURSIBLE	N44	LOCAL
LFRF	LOCAL FUND REIMBURSABLE-FUTURE	N44	LOCAL
LFU	LOCAL FUNDS FOR UNFORSEEN WORK	N11	100% STATE
LHIP	HIGHWAY INFRASTRUCTURE - 2010	F31	O.F.A. - REGULAR FUNDS
MCSG	MOTOR CARRIER SAFETY GRANT	F49	100% FEDERAL NON-FHWA
NCPD	NATIONAL CORRIDOR PLN & DEV	F33	O.F.A. - DEMO/EARMARK FUNDS
NFP	NATIONAL FREIGHT PROGRAM	F31	O.F.A. - REGULAR FUNDS
NFPD	NAT FREIGHT PGM-DISCRETIONARY	F31	O.F.A. - REGULAR FUNDS
NH	PRINCIPAL ARTERIALS	F21	NH - REGULAR FUNDING
NHAC	NH (AC/REGULAR)	F23	NH - AC/REGULAR
NHBR	NATIONAL HIGWAYS BRIDGES	F21	NH - REGULAR FUNDING
NHEX	NATIONAL PERFORM PROG. EXEMPT	F21	NH - REGULAR FUNDING
NHPP	IM, BRDG REPL, NATNL HWY-MAP21	F21	NH - REGULAR FUNDING
NHRE	NAT HWY PERFORM - RESURFACING	F31	O.F.A. - REGULAR FUNDS
NHTS	NATIONAL HWY TRAFFIC SAFETY	F49	100% FEDERAL NON-FHWA
NSTP	NEW STARTS TRANSIT PROGRAM	N11	100% STATE
NSWR	2015 SB2514A-NEW STARTS TRANST	N11	100% STATE
OST	OFFICE OF THE SECRETARY USDOT	F49	100% FEDERAL NON-FHWA
PKBD	TURNPIKE MASTER BOND FUND	N21	TURNPIKE CAPITAL IMPROVEMENT
PKED	2012 SB1998-TURNPIKE FEEDER RD	N11	100% STATE
PKER	TPK MAINTENANCE RESERVE-ER	N24	TURNPIKE EMERGENCY
PKLF	LOCAL SUPPORT FOR TURNPIKE	N45	LOCAL - TURNPIKE
PKM1	TURNPIKE TOLL MAINTENANCE	N21	TURNPIKE CAPITAL IMPROVEMENT
PKOH	TURNPIKE INDIRECT COSTS	N21	TURNPIKE CAPITAL IMPROVEMENT
PKYI	TURNPIKE IMPROVEMENT	N21	TURNPIKE CAPITAL IMPROVEMENT
PKYO	TURNPIKE TOLL COLLECTION/OPER.	N22	TURNPIKE OPERATIONS
PKYR	TURNPIKE RENEWAL & REPLACEMENT	N21	TURNPIKE CAPITAL IMPROVEMENT
PL	METRO PLAN (85% FA; 15% OTHER)	F41	100% FEDERAL FUNDS
PLH	PUBLIC LANDS HIGHWAY	F41	100% FEDERAL FUNDS
PLHD	PUBLIC LANDS HIGHWAY DISCR	F43	100% FEDERAL DEMO/EARMARK
POED	2012 SB1998-SEAPORT INVESTMENT	N11	100% STATE
PORB	PORT FUNDS RETURNED FROM BONDS	N11	100% STATE
PORT	SEAPORTS	N11	100% STATE
RBRP	REIMBURSABLE BRP FUNDS	N11	100% STATE
RECT	RECREATIONAL TRAILS	F31	O.F.A. - REGULAR FUNDS
RED	REDISTR. OF FA (SEC 1102F)	F31	O.F.A. - REGULAR FUNDS
REPE	REPURPOSED FEDERAL EARMARKS	F43	100% FEDERAL DEMO/EARMARK
RHH	RAIL HIGHWAY X-INGS - HAZARD	F31	O.F.A. - REGULAR FUNDS
RHP	RAIL HIGHWAY X-INGS - PROT DEV	F31	O.F.A. - REGULAR FUNDS
S112	STP EARMARKS - 2006	F43	100% FEDERAL DEMO/EARMARK
S115	STP EARMARKS - 2004	F43	100% FEDERAL DEMO/EARMARK
S117	STP EARMARKS - 2005	F43	100% FEDERAL DEMO/EARMARK
S125	STP EARMARKS - 2009	F43	100% FEDERAL DEMO/EARMARK
S129	STP EARMARKS - 2008	F43	100% FEDERAL DEMO/EARMARK
SA	STP, ANY AREA	F31	O.F.A. - REGULAR FUNDS
SAAN	STP, ANY AREA - NOT ON NHS	F31	O.F.A. - REGULAR FUNDS
SABR	STP, BRIDGES	F31	O.F.A. - REGULAR FUNDS
SAFE	SECURE AIRPORTS FOR FL ECONOMY	N11	100% STATE
SB	SCENIC BYWAYS	F33	O.F.A. - DEMO/EARMARK FUNDS
SCED	2012 SB1998-SMALL CO OUTREACH	N11	100% STATE
SCOP	SMALL COUNTY OUTREACH PROGRAM	N12	100% STATE - SINGLE AUDIT ACT
SCRA	SMALL COUNTY RESURFACING	N12	100% STATE - SINGLE AUDIT ACT
SCRC	SCOP FOR RURAL COMMUNITIES	N11	100% STATE
SCWR	2015 SB2514A-SMALL CO OUTREACH	N12	100% STATE - SINGLE AUDIT ACT
SE	STP, ENHANCEMENT	F31	O.F.A. - REGULAR FUNDS
SED	STATE ECONOMIC DEVELOPMENT	N11	100% STATE
SIBI	STATE INFRASTRUCTURE BANK	N48	OTHER SIB FUNDS
SIBF	FEDERAL FUNDED SIB	F49	100% FEDERAL NON-FHWA
	2015 SB2514A-STRATEGIC INT SYS	N11	100% STATE
SL	STP, AREAS <= 200K	F31	O.F.A. - REGULAR FUNDS
SN	STP, MANDATORY NON-URBAN<= 5K	F31	O.F.A. - REGULAR FUNDS
SPN	PROCEED FROM SPONSOR AGREEMENT	N11	100% STATE
SR2E	SAFE ROUTES - EITHER	F31	O.F.A. - REGULAR FUNDS
SR2N	SAFE ROUTES NON-INFRASTRUCTURE	F31	O.F.A. - REGULAR FUNDS
SR2S	SAFE ROUTES - INFRASTRUCTURE	F31	0.F.A. - REGULAR FUNDS

SR2T	SAFE ROUTES - TRANSFER	F31	O.F.A. - REGULAR FUNDS
SROM	SUNRAIL REVENUES FOR O AND M	N49	OTHER NON-FEDERAL FUNDS
SSM	FED SUPPORT SERVICES/MINORITY	F41	100% FEDERAL FUNDS
ST10	STP EARMARKS - 2010	F43	100% FEDERAL DEMO/EARMARK
STED	2012 SB1998-STRATEGIC ECON COR	N11	100% STATE
SU	STP, URBAN AREAS > 200K	F31	O.F.A. - REGULAR FUNDS
TALL	TRANSPORTATION ALTS- <200K	F31	O.F.A. - REGULAR FUNDS
TALN	TRANSPORTATION ALTS-< 5K	F31	O.F.A. - REGULAR FUNDS
TALT	TRANSPORTATION ALTS-ANY AREA	F31	O.F.A. - REGULAR FUNDS
TALU	TRANSPORTATION ALTS- >200K	F31	O.F.A. - REGULAR FUNDS
TCP	FUEL TAX COMPLIANCE PROJECT	F41	100% FEDERAL FUNDS
TCSP	TRANS, COMMUNITY & SYSTEM PRES	F43	100% FEDERAL DEMO/EARMARK
TD18	TD COMMISSION EARMARKS FY 2018	N11	100% STATE
TOOR	TRANS DIS.ADV - DOR USE	N49	OTHER NON-FEDERAL FUNDS
TOED	TRANS DISADV TRUST FUND - $1OM	N49	OTHER NON-FEDERAL FUNDS
TDHC	TRANS DISADV - HEALTHCARE	N49	OTHER NON-FEDERAL FUNDS
TDPD	TD PAYROLL REDIST D FUNDS	N11	100% STATE
TDTF	TRANS DISADV - TRUST FUND	N49	OTHER NON-FEDERAL FUNDS
TGR	TIGER GRANT THROUGH FHWA	F43	100% FEDERAL DEMO/EARMARK
TIFI	TRANS INFRAST FIN & INNOV ACT	F49	100% FEDERAL NON-FHWA
TIFR	TIFIA FUNDS REDISTRIBUTED	F41	100% FEDERAL FUNDS
TIGR	TIGER HIGHWAY GRANT	F49	100% FEDERAL NON-FHWA
TIMP	TRANSPORTATION IMPROVEMENTS	F33	O.F.A. - DEMO/EARMARK FUNDS
TLWR	2015 SB2514A-TRAIL NETWORK	N11	100% STATE
TM01	SUNSHINE SKYWAY	N43	TOLL MAINTENANCE
TM02	EVERGLADES PARKWAY	N43	TOLL MAINTENANCE
TM03	PINELLAS BAYWAY	N43	TOLL MAINTENANCE
TM05	BEELINE EAST	N43	TOLL MAINTENANCE
TM06	TAMPA-HILLSBOROUGH EXPR. AUTH.	N43	TOLL MAINTENANCE
TM07	MID-BAY BRIDGE AUTHORITY	N43	TOLL MAINTENANCE
TM11	ORLANDO-ORANGE CO. EXPR. SYSTE	N43	TOLL MAINTENANCE
TMBC	GARCON POINT BRIDGE	N43	TOLL MAINTENANCE
TMBD	1-95 EXPRESS LANES	N43	TOLL MAINTENANCE
TMBG	1-75 ML TOLL MAINTENANCE	N43	TOLL MAINTENANCE
TMBH	1-4 ML TOLL MAINTENANCE	N43	TOLL MAINTENANCE
TMBI	PALMETTO ML TOLL MAINTENANCE	N43	TOLL MAINTENANCE
TMBJ	1-295 EXPRESS LANES - MAINT	N43	TOLL MAINTENANCE
TMBK	TAMPA BAY EXPRESS LANES-MAINT	N43	TOLL MAINTENANCE
TMBW	WEKIVA PARKWAY TOLL MAINT	N43	TOLL MAINTENANCE
T001	SUNSHINE SKYWAY	N42	TOLL OPERATIONS
T002	EVERGLADES PARKWAY	N42	TOLL OPERATIONS
T003	PINELLAS BAYWAY	N42	lfOLL OPERATIONS
T004	MIAMI-DADE EXPRESSWAY AUTH.	N42	!TOLL OPERATIONS
T005	BEELINE EAST	N42	TOLL OPERATIONS
T006	TAMPA-HILLSBOROUGH EXPR. AUTH.	N42	TOLL OPERATIONS
TOO?	MID-BAY BRIDGE AUTHORITY	N42	TOLL OPERATIONS
T011	ORLANDO-ORANGE CO. EXPR. SYST.	N42	TOLL OPERATIONS
TOBC	GARCON POINT BRIDGE	N42	TOLL OPERATIONS
TOBD	1-95 EXPRESS LANES	N42	TOLL OPERATIONS
TOBF	1-595	N42	TOLL OPERATIONS
TOBG	1-75 ML TOLL OPERATIONS	N42	TOLL OPERATIONS
TOBH	1-4 ML TOLL OPERATIONS	N42	!TOLL OPERATIONS
TOBI	PALMETTO ML TOLL OPERATIONS	N42	TOLL OPERATIONS
TOBJ	1-295 EXPRESS LANES-OPERATING	N42	TOLL OPERATIONS
TOBK	TAMPA BAY EXP LANES OPERATING	N42	TOLL OPERATIONS
TOBW	WEKIVA PARKWAY TOLL OPERATIONS	N42	TOLL OPERATIONS
TPFP	TRUCK PARKING FACILITIES PGM	F33	O.F.A. - DEMO/EARMARK FUNDS
TRIP	TRANS REGIONAL INCENTIVE PROGM	N12	100% STATE - SINGLE AUDIT ACT
	2015 SB2514A-TRAN REG INCT PRG	N12	100% STATE - SINGLE AUDIT ACT
TSM	TRANSPORT SYSTEMS MANAGEMENT	F41	100% FEDERAL FUNDS
VPPP	VALUEPRICING PILOT PROGRAM	F33	O.F.A. - DEMO/EARMARK FUNDS
WKBL	2012 SB1998-TRANS BEACHLINE-TP	N11	100% STATE
WKOC	2012 SB1998-REPAYMNT OOC DEBT	N11	100% STATE

Federal and State Funding Codes

Funding Code	Fund Code Description	Funding Source
ACBR	ADVANCE CONSTRUCTION (BRT)	Federal
ACBZ	ADVANCE CONSTRUCTION (BRTZ)	Federal
ACCM	ADVANCE CONSTRUCTION (CM)	Federal
ACEM	EARMARKS AC	Federal Earmark
ACEP	ADVANCE CONSTRUCTION (EBBP)	Federal
ACER	ADVANCE CONSTRUCTION (ER)	Federal
ACFP	AC FREIGHT PROG (NFP)	Federal
ACIM	ADVANCE CONSTRUCTION (IM)	Federal
ACNH	ADVANCE CONSTRUCTION (NH)	Federal
ACNP	ADVANCE CONSTRUCTION NHPP	Federal
ACNR	AC NAT HWY PERFORM RESURFACING	Federal
ACSA	ADVANCE CONSTRUCTION (SA)	Federal
ACSB	ADVANCE CONSTRUCTION (SABR)	Federal
ACSE	ADVANCE CONSTRUCTION (SE)	Federal
ACSL	ADVANCE CONSTRUCTION (SL)	Federal
ACSN	ADVANCE CONSTRUCTION (SN)	Federal
ACSS	ADVANCE CONSTRUCTION (SS,HSP)	Federal
ACSU	ADVANCE CONSTRUCTION (SU)	Federal
ACTA	ADVANCE CONSTRUCTION TALT	Federal
ACTL	ADVANCE CONSTRUCTION TALL	Federal
ACTN	ADVANCE CONSTRUCTION TALN	Federal
ACTU	ADVANCE CONSTRUCTION TALU	Federal
BNBR	AMENDMENT 4 BONDS (BRIDGES)	R/W and Bridge Bonds
BNCA	BOND - CONTROLLED ACCESS	R/W and Bridge Bonds
BNDS	BOND - STATE	R/W and Bridge Bonds
BNIR	INTRASTATE R/W & BRIDGE BONDS	R/W and Bridge Bonds
BRAC	BRT (AC/REGULAR)	Federal
BRP	STATE BRIDGE REPLACEMENT	State 100%
BRRP	STATE BRIDGE REPAIR & REHAB	State 100%
BRT	FED BRIDGE REPL - ON SYSTEM	Federal
BRTD	FED BRIDGE REPL--DISCRETIONARY	Federal Earmark
BRTZ	FED BRIDGE REPL - OFF SYSTEM	Federal
CFA	CONTRACTOR FUNDS ADVANCE	External
CIGP	COUNTY INCENTIVE GRANT PROGRAM	State 100%
CM	CONGESTION MITIGATION - AQ	Federal
COE	CORP OF ENGINEERS (NON-BUDGET)	Federal
COOP	COOPERATIVE AGREEMENTS - FHWA	Federal
D	UNRESTRICTED STATE PRIMARY	State 100%
DC	STATE PRIMARY PE CONSULTANTS	State 100%
DDR	DISTRICT DEDICATED REVENUE	State 100%
DDRF	DIST DEDICAT REV MATCHING FNDS	State 100%
DEM	ENVIRONMENTAL MITIGATION	State 100%
DEMW	ENVIRONMEN MITIGATION-WETLANDS	State 100%
DER	EMERGENCY RELIEF - STATE FUNDS	State 100%
DFTA	FED PASS-THROUGH $ FROM FTA	Federal
DI	ST. - S/W INTER/INTRASTATE HWY	State 100%
DIH	STATE IN-HOUSE PRODUCT SUPPORT	State 100%
DIOH	STATE 100% - OVERHEAD	State 100%
DIS	STRATEGIC INTERMODAL SYSTEM	State 100%
DITS	STATEWIDE ITS - STATE 100%.	State 100%
DL	LOCAL FUNDS - PTO - BUDGETED	Local
DPTO	STATE - PTO	State 100%
DRA	REST AREAS - STATE 100%	State 100%

Funding Code	Fund Code Description	Funding Source
LFRF	LOCAL FUND REIMBURSABLE-FUTURE	Local
LFU	LOCAL FUNDS_FOR UNFORSEEN WORK	State 100%
LHIP	HIGHWAY INFRASTRUCTURE - 2010	Federal
MCSG	MOTOR CARRIER SAFETY GRANT	Federal
NCPD	NATIONAL CORRIDOR PLN & DEV	Federal Earmark
NFP	NATIONAL FREIGHT PROGRAM	Federal
NFPD	NAT FREIGHT PGM-DISCRETIONARY	Federal
NH	PRINCIPAL ARTERIALS	Federal
NHAC	NH (AC/REGULAR)	Federal
NHBR	NATIONAL HIGWAYS BRIDGES	Federal
NHEX	NATIONAL PERFORM PROG. EXEMPT	Federal
NHPP	IM, BRDG REPL, NATNL HWY-MAP21	Federal
NHRE	NAT HWY PERFORM - RESURFACING	Federal
NHTS	NATIONAL HWY TRAFFIC SAFETY	Federal
NSTP	NEW STARTS TRANSIT PROGRAM	State 100%
NSWR	2015 SB2514A-NEW STARTS TRANST	State 100%
OST	OFFICE OF THE SECRETARY USDOT	Federal
PKBD	TURNPIKE MASTER BOND FUND	Toll/Turnpike
PKED	2012 SB1998-TURNPIKE FEEDER RD	State 100%
PKER	TPK MAINTENANCE RESERVE-ER	Toll/Turnpike
PKLF	LOCAL SUPPORT FOR TURNPIKE	Local
PKM1	TURNPIKE TOLL MAINTENANCE	Toll/Turnpike
PKOH	TURNPIKE INDIRECT COSTS	Toll/Turnpike
PKYI	TURNPIKE IMPROVEMENT	Toll/Turnpike
PKYO	TURNPIKE TOLL COLLECTION/OPER.	Toll/Turnpike
PKYR	TURNPIKE RENEWAL & REPLACEMENT	Toll/Turnpike
PL	METRO PLAN (85% FA; 15% OTHER)	Federal
PLH	PUBLIC LANDS HIGHWAY	Federal
PLHD	PUBLIC LANDS HIGHWAY DISCR	Federal Earmark
POED	2012 SB1998-SEAPORT INVESTMENT	State 100%
PORB	PORT FUNDS RETURNED FROM BONDS	State 100%
PORT	SEAPORTS	State 100%
RBRP	REIMBURSABLE BRP FUNDS	State 100%
RECT	RECREATIONAL TRAILS	Federal
RED	REDISTR. OF FA (SEC 1102F)	Federal
REPE	REPURPOSED FEDERAL EARMARKS	Federal
RHH	RAIL HIGHWAY X-INGS - HAZARD	Federal
RHP	RAIL HIGHWAY X-INGS - PROT DEV	Federal
S112	STP EARMARKS - 2006	Federal Earmark
S115	STP EARMARKS - 2004	Federal Earmark
S117	STP EARMARKS - 2005	Federal Earmark
S125	STP EARMARKS - 2009	Federal Earmark
S129	STP EARMARKS - 2008	Federal Earmark
SA	STP, ANY AREA	Federal
SAAN	STP, ANY AREA - NOT ON NHS	Federal
SABR	STP, BRIDGES	Federal
SAFE	SECURE AIRPORTS FOR FL ECONOMY	State 100%
SB	SCENIC BYWAYS	Federal Earmark
SCED	2012 SB1998-SMALL CO OUTREACH	State 100%
SCOP	SMALL COUNTY OUTREACH PROGRAM	State 100%
SCRA	SMALL COUNTY RESURFACING	State 100%
SCRC	SCOP FOR RURAL COMMUNITIES	State 100%
SCWR	2015 SB2514A-SMALL CO OUTREACH	State 100%

DS	STATE PRIMARY HIGHWAYS & PTO	State 100%
DSB0	UNALLOCATED TO FACILITY	Toll/Turnpike
DSB1	SKYWAY	Toll/Turnpike
DSB2	EVERGLADES PKY/ALLIGATOR ALLEY	Toll/Turnpike
DSB3	PINELLAS BAYWAY	Toll/Turnpike
DSB5	BEELINE EXPRESSWAY	Toll/Turnpike
DSB6	TAMPA-HILLSBOROUGH EXPR. AUTH.	Toll/Turnpike
DSB7	MID-BAY BRIDGE AUTHORITY	Toll/Turnpike
DSBC	GARCON POINT BRIDGE	Toll/Turnpike
DSBD	I-95 EXPRESS LANES	Toll/Turnpike
DSBF	I-595	Toll/Turnpike
DSBG	I-75 ML TOLL CAP IMPROVEMENT	Toll/Turnpike
DSBH	I-4 ML TOLL CAP IMPROVEMENT	Toll/Turnpike
DSBI	PALMETTO ML TOLL CAP IMPROVE	Toll/Turnpike
DSBJ	I-295 EXPRESS LANES - CAPITAL	Toll/Turnpike
DSBT	TURNPIKE/REIMBURSED BY TOLL	Toll/Turnpike
DSBW	WEKIVA PARKWAY	Toll/Turnpike
DSF	STATE PRIMARY MATCHING FUNDS	State 100%
DU	STATE PRIMARY/FEDERAL REIMB	Federal
DWS	WEIGH STATIONS - STATE 100%	State 100%
EB	EQUITY BONUS	Federal
EBBP	EQUITY BONUS SUPPLEMENTING BDG	Federal
EBNH	EQUITY BONUS SUPPLEMENTING NH	Federal
EBOH	EQUITY BONUS - OVERHEAD	Federal
EM09	GAA EARMARKS FY 2009	State 100%
EM11	GAA EARMARKS FY 2011	State 100%
ER06	HURRICANES 2006	Federal
ER10	2010 EMERGENCY RELIEF EVENTS	Federal
ER12	2012 EMERGENCY RELIEF EVENTS	Federal
ER13	2013 EMERGENCY RELIEF EVENTS	Federal
ER14	SPRING FLOODING 2014	Federal
F001	FEDERAL DISCRETIONARY - US19	Federal Earmark
F002	CORRIDORS/BORDERS - US19 - D07	Federal Earmark
F330	SEC 330 STP EARMARKS 2003	Federal Earmark
FAA	FEDERAL AVIATION ADMIN	Federal
FBD	FERRYBOAT DISCRETIONARY	Federal Earmark
FCO	PRIMARY/FIXED CAPITAL OUTLAY	State 100%
FD21	FDM-DODGE ISLAND TUNNEL	Federal Earmark
FEDR	FEDERAL RESEARCH ACTIVITIES	Federal Earmark
FEMA	FED EMERGENCY MGT AGENCY	Federal
FHPP	FEDERAL HIGH PRIORITY PROJECTS	Federal Earmark
FINC	FINANCING CORP	State 100%
FLEM	FL DIV OF EMERGENCY MANAGEMENT	External
FSF1	FED STIMULUS, S/W MANAGED	Federal - ARRA
FTA	FEDERAL TRANSIT ADMINISTRATION	Federal
FTAT	FHWA TRANSFER TO FTA (NON-BUD)	Federal Earmark
GMR	GROWTH MANAGEMENT FOR SIS	State 100%
GR13	GENERAL REVENUE FOR FY2013 GAA	State 100%
GR15	GENERAL REVENUE FOR FY2015 GAA	State 100%
GR17	GENERAL REVENUE FOR FY2017 GAA	State 100%
GRSC	GROWTH MANAGEMENT FOR SCOP	State 100%
HP	FEDERAL HIGHWAY PLANNING	Federal
HPP	HIGH PRIORITY PROJECTS	Federal Earmark
HR	FEDERAL HIGHWAY RESEARCH	Federal
HRRR	HIGH RISK RURAL ROAD	Federal
HSP	SAFETY (HIWAY SAFETY PROGRAM)	Federal
HSPT	SAFETY EDUCATIONAL-TRANSFERRED	Federal

SE	STP, ENHANCEMENT	Federal
SED	STATE ECONOMIC DEVELOPMENT	State 100%
SIB1	STATE INFRASTRUCTURE BANK	SIB
SIBF	FEDERAL FUNDED SIB	Federal
SIWR	2015 SB2514A-STRATEGIC INT SYS	State 100%
SL	STP, AREAS <= 200K	Federal
SN	STP, MANDATORY NON-URBAN <= 5K	Federal
SPN	PROCEED FROM SPONSOR AGREEMENT	State 100%
SR2E	SAFE ROUTES - EITHER	Federal
SR2N	SAFE ROUTES NON-INFRASTRUCTURE	Federal
SR2S	SAFE ROUTES - INFRASTRUCTURE	Federal
SR2T	SAFE ROUTES - TRANSFER	Federal
SROM	SUNRAIL REVENUES FOR O AND M	External
SSM	FED SUPPORT SERVICES/MINORITY	Federal
ST10	STP EARMARKS - 2010	Federal Earmark
STED	2012 SB1998-STRATEGIC ECON COR	State 100%
SU	STP, URBAN AREAS > 200K	Federal
TALL	TRANSPORTATION ALTS-	Federal
TALN	TRANSPORTATION ALTS- < 5K	Federal
TALT	TRANSPORTATION ALTS- ANY AREA	Federal
TALU	TRANSPORTATION ALTS- >200K	Federal
TCP	FUEL TAX COMPLIANCE PROJECT	Federal
TCSP	TRANS, COMMUNITY & SYSTEM PRES	Federal Earmark
TDDR	TRANS DISADV - DDR USE	External
TDED	TRANS DISADV TRUST FUND - $10M	External
TDHC	TRANS DISADV - HEALTHCARE	External
TDTF	TRANS DISADV - TRUST FUND	External
TGR	TIGER GRANT THROUGH FHWA	Federal Earmark
TIFI	TRANS INFRAST FIN & INNOV ACT	Federal
TIFR	TIFIA FUNDS REDISTRIBUTED	Federal
TIGR	TIGER HIGHWAY GRANT	Federal
TIMP	TRANSPORTATION IMPROVEMENTS	Federal Earmark
TLWR	2015 SB2514A-TRAIL NETWORK	State 100%
TM01	SUNSHINE SKYWAY	Toll/Turnpike
TM02	EVERGLADES PARKWAY	Toll/Turnpike
TM03	PINELLAS BAYWAY	Toll/Turnpike
TM05	BEELINE EAST	Toll/Turnpike
TM06	TAMPA-HILLSBOROUGH EXPR. AUTH.	Toll/Turnpike
TM07	MID-BAY BRIDGE AUTHORITY	Toll/Turnpike
TM11	ORLANDO-ORANGE CO. EXPR. SYSTE	Toll/Turnpike
TMBC	GARCON POINT BRIDGE	Toll/Turnpike
TMBD	I-95 EXPRESS LANES	Toll/Turnpike
TMBG	I-75 ML TOLL MAINTENANCE	Toll/Turnpike
TMBH	I-4 ML TOLL MAINTENANCE	Toll/Turnpike
TMBI	PALMETTO ML TOLL MAINTENANCE	Toll/Turnpike
TMBJ	I-295 EXPRESS LANES - MAINT	Toll/Turnpike
TMBW	WEKIVA PARKWAY TOLL MAINT	Toll/Turnpike
TO01	SUNSHINE SKYWAY	Toll/Turnpike
TO02	EVERGLADES PARKWAY	Toll/Turnpike
TO03	PINELLAS BAYWAY	Toll/Turnpike
TO04	MIAMI-DADE EXPRESSWAY AUTH.	Toll/Turnpike
TO05	BEELINE EAST	Toll/Turnpike
TO06	TAMPA-HILLSBOROUGH EXPR. AUTH.	Toll/Turnpike
TO07	MID-BAY BRIDGE AUTHORITY	Toll/Turnpike
TO11	ORLANDO-ORANGE CO. EXPR. SYST.	Toll/Turnpike
TOBC	GARCON POINT BRIDGE	Toll/Turnpike
TOBD	I-95 EXPRESS LANES	Toll/Turnpike

IBRC	INNOVATIVE BRIDGE RES & CONST	Federal Earmark	TOBF	I-595	Toll/Turnpike
IM	INTERSTATE MAINTENANCE	Federal	TOBG	I-75 ML TOLL OPERATIONS	Toll/Turnpike
IMAC	IM (AC/REGULAR)	Federal	TOBH	I-4 ML TOLL OPERATIONS	Toll/Turnpike
IMD	INTERSTATE MAINTENANCE DISCRET	Federal	TOBI	PALMETTO ML TOLL OPERATIONS	Toll/Turnpike
LF	LOCAL FUNDS	Local	TOBJ	I-295 EXPRESS LANES-OPERATING	Toll/Turnpike
LFB	LOCAL FUNDS BUDGET	Local	TOBW	WEKIVA PARKWAY TOLL OPERATIONS	Toll/Turnpike
LFD	"LF" FOR STTF UTILITY WORK	State 100%	TPFP	TRUCK PARKING FACILITIES PGM	Federal Earmark
LFF	LOCAL FUND - FOR MATCHING F/A	Local	TRIP	TRANS REGIONAL INCENTIVE PROGM	State 100%
LFI	LOCAL FUND INTEREST EARNED	Local	TRWR	2015 SB2514A-TRAN REG INCT PRG	State 100%
LFNE	LOCAL FUNDS NOT IN ESCROW	Local	TSM	TRANSPORT SYSTEMS MANAGEMENT	Federal
LFP	LOCAL FUNDS FOR PARTICIPATING	Local	VPPP	VALUE PRICING PILOT PROGRAM	Federal
LFR	LOCAL FUNDS/REIMBURSIBLE	Local	WKBL	2012 SB1998-TRANS BEACHLINE-TP	State 100%
			WKOC	2012 SB1998-REPAYMNT OOC DEBT	State 100%

ALDOT FUNDING AND PHASE CODES

_CAT	Cat Description	PREFIX ID	PGM_ID	ED_APPR_	PGM_NA	FED_APPR_DS	FED_A
01	INTERSTATE	IM	IMODM	M001	NHPP IM M001 - FOR ODD PERCENT	NHPP MAP-21	M
02	INTERSTATE MAINTENANCE	IM	IM01M	M001	NHPP INTERSTATE MAINT M001	NHPP MAP-21	M
02	INTERSTATE MAINTENANCE	IM	IM02M	M002	NHPP INTERSTATE MAINT M002	NHPP EXEMPT MAP-21	M
02	INTERSTATE MAINTENANCE	IM	IM	M002	INTERSTATE MAINTENANCE	NHPP EXEMPT MAP-21	M
02	INTERSTATE MAINTENANCE	ACIM	IMA	M002	INTERSTATE MAINTENANCE ADV CN	NHPP EXEMPT MAP-21	M
02	INTERSTATE MAINTENANCE	ACIM	IMA	M001	INTERSTATE MAINTENANCE ADV CN	NHPP MAP-21	M
02	INTERSTATE MAINTENANCE	IM	IM	M001	INTERSTATE MAINTENANCE	NHPP MAP-21	M
02	INTERSTATE MAINTENANCE	ACIM	ACIM	M001	INTERSTATE MAINTENANCE AC	NHPP MAP-21	M
02	INTERSTATE MAINTENANCE	IM	IM2ME	M0E2	NHPP INTERSTATE MAINT M0E2	NHPP EXEMPT MAP-21 EXTENTION	M
02	INTERSTATE MAINTENANCE	IM	IM	M0E2	INTERSTATE MAINTENANCE	NHPP EXEMPT MAP-21 EXTENTION	M
02	INTERSTATE MAINTENANCE	ACIM	IMA	M0E2	INTERSTATE MAINTENANCE ADV CN	NHPP EXEMPT MAP-21 EXTENTION	M
02	INTERSTATE MAINTENANCE	ACIM	IMA	M0E1	INTERSTATE MAINTENANCE ADV CN	NHPP MAP-21 EXTENTION	M
02	INTERSTATE MAINTENANCE	IM	IM	M0E1	INTERSTATE MAINTENANCE	NHPP MAP-21 EXTENTION	M
02	INTERSTATE MAINTENANCE	IM	IM1ME	M0E1	NHPP INTERSTATE MAINT M0E1	NHPP MAP-21 EXTENTION	M
02	INTERSTATE MAINTENANCE	IM	IM	Z002	INTERSTATE MAINTENANCE	NHPP EXEMPT FAST	Z
02	INTERSTATE MAINTENANCE	ACIM	IMA	Z002	INTERSTATE MAINTENANCE ADV CN	NHPP EXEMPT FAST	Z
02	INTERSTATE MAINTENANCE	ACIM	IMA	Z001	INTERSTATE MAINTENANCE ADV CN	NHPP FAST	Z
02	INTERSTATE MAINTENANCE	IM	IM	Z001	INTERSTATE MAINTENANCE	NHPP FAST	Z
02	INTERSTATE MAINTENANCE	ACIM	ACIM	Z001	INTERSTATE MAINTENANCE AC	NHPP FAST	Z
03	NATIONAL HIGHWAY SYSTEM	NH	NH	Z001	NATIONAL HIGHWAY SYSTEM	NHPP FAST	Z
03	NATIONAL HIGHWAY SYSTEM	NH	NH1	Z001	NATIONAL HIGHWAY SYSTEM	NHPP FAST	Z
03	NATIONAL HIGHWAY SYSTEM	ACNH	NHA	Z002	NATIONAL HWY SYS ADV CN	NHPP EXEMPT FAST	Z
03	NATIONAL HIGHWAY SYSTEM	ACNH	NHA	Z001	NATIONAL HWY SYS ADV CN	NHPP FAST	Z
03	NATIONAL HIGHWAY SYSTEM	NH	NH	Z002	NATIONAL HIGHWAY SYSTEM	NHPP EXEMPT FAST	Z
03	NATIONAL HIGHWAY SYSTEM	NH	NH1	Z002	NATIONAL HIGHWAY SYSTEM	NHPP EXEMPT FAST	Z
03	NATIONAL HIGHWAY SYSTEM	NH	NH1	M0E1	NATIONAL HIGHWAY SYSTEM	NHPP MAP-21 EXTENTION	M
03	NATIONAL HIGHWAY SYSTEM	ACNH	01AC	M0E1	ADV CN NHPP M001, M0E1	NHPP MAP-21 EXTENTION	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH	M0E1	NATIONAL HIGHWAY SYSTEM	NHPP MAP-21 EXTENTION	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH1ME	M0E1	NATIONAL HIGHWAY M0E1	NHPP MAP-21 EXTENTION	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH	M0E2	NATIONAL HIGHWAY SYSTEM	NHPP EXEMPT MAP-21 EXTENTION	M
03	NATIONAL HIGHWAY SYSTEM	ACNH	NHA	M0E2	NATIONAL HWY SYS ADV CN	NHPP EXEMPT MAP-21 EXTENTION	M
03	NATIONAL HIGHWAY SYSTEM	ACNH	NHA	M0E1	NATIONAL HWY SYS ADV CN	NHPP MAP-21 EXTENTION	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH1	M0E2	NATIONAL HIGHWAY SYSTEM	NHPP EXEMPT MAP-21 EXTENTION	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH2ME	M0E2	NATIONAL HIGHWAY M0E2 EXEMPT	NHPP EXEMPT MAP-21 EXTENTION	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH1	M001	NATIONAL HIGHWAY SYSTEM	NHPP MAP-21	M
03	NATIONAL HIGHWAY SYSTEM	ACNH	01AC	M001	ADV CN NHPP M001, M0E1	NHPP MAP-21	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH	M001	NATIONAL HIGHWAY SYSTEM	NHPP MAP-21	M
03	NATIONAL HIGHWAY SYSTEM	ACNH	NHA	M001	NATIONAL HWY SYS ADV CN	NHPP MAP-21	M

_CAT	Cat Description	PREFIX ID	PGM_ID	ED_APPR_	PGM_NA	FED_APPR_DS	FED_A
03	NATIONAL HIGHWAY SYSTEM	NH	NH	M002	NATIONAL HIGHWAY SYSTEM	NHPP EXEMPT MAP-21	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH1	M002	NATIONAL HIGHWAY SYSTEM	NHPP EXEMPT MAP-21	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH02M	M002	NATIONAL HIGHWAY M002 EXEMPT	NHPP EXEMPT MAP-21	M
03	NATIONAL HIGHWAY SYSTEM	ACNH	NHA	M002	NATIONAL HWY SYS ADV CN	NHPP EXEMPT MAP-21	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH01M	M001	NATIONAL HIGHWAY M001	NHPP MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	TLME	M2E1	STP <200K M2E1 TUSCALOOSA	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC	A2RDY	M2E1	ATRIP BOND ISSUE 2 ROADWAY	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC	A1CR3	M2E1	ATRIP BND 1 RDWY CONVERT 3	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACRECA	03AC	M030	ADV CN REDIST CERTIN AUTH M030	REDISTRIBUTION OF CERTAIN	M
04	SURFACE TRANSPORTATION	RCAM1	RCAM1	M030	REDIST CERTAIN AUTH M030	REDISTRIBUTION OF CERTAIN	M
04	SURFACE TRANSPORTATION	RECA	REC	M030	REDIST CERTAIN AUTH	REDISTRIBUTION OF CERTAIN	M
04	SURFACE TRANSPORTATION	ACRECA	RECAC	M030	REDIST CERTAIN AUTH ADV CN	REDISTRIBUTION OF CERTAIN	M
04	SURFACE TRANSPORTATION	RECA	RECAM	M030	REDIST CERTAIN AUTH M030	REDISTRIBUTION OF CERTAIN	M
04	SURFACE TRANSPORTATION	RECA	RECAM	M03E	REDIST CERTAIN AUTH M030	REDISTRIBUTION OF CERTAIN	M
04	SURFACE TRANSPORTATION	ACRECA	RECAC	M03E	REDIST CERTAIN AUTH ADV CN	REDISTRIBUTION OF CERTAIN	M
04	SURFACE TRANSPORTATION	RECA	REC	M03E	REDIST CERTAIN AUTH	REDISTRIBUTION OF CERTAIN	M
04	SURFACE TRANSPORTATION	RCAM1	RCAM1	M03E	REDIST CERTAIN AUTH M030	REDISTRIBUTION OF CERTAIN	M
04	SURFACE TRANSPORTATION	AC	A2RDY	M001	ATRIP BOND ISSUE 2 ROADWAY	NHPP MAP-21	M
04	SURFACE TRANSPORTATION	AC	A2CR2	M001	ATRIP BND 2 RDWY CONVERT 2	NHPP MAP-21	M
04	SURFACE TRANSPORTATION	AC	A2CRD	M001	ATRIP BND ISSUE 2 RDWY CONVERT	NHPP MAP-21	M
04	SURFACE TRANSPORTATION	AC	A1RDY	M001	ATRIP BOND ISSUE 1 ROADWAY	NHPP MAP-21	M
04	SURFACE TRANSPORTATION	STPPC	STPCM	M230	STP >200K M230 PHENIX CITY	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPHV	SHVME	M23E	STP >200K M23E HUNTSVILLE	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPLL	SLLME	M23E	STP >200K M23E LILLIAN	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPMB	SMBME	M23E	STP >200K M23E MOBILE	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPMN	SMNME	M23E	STP >200K M23E MONTGOMERY	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPBH	SBHME	M23E	STP >200K M23E BIRMINGHAM	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPPC	SPCME	M23E	STP >200K M23E PHENIX CITY	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTPM	SMNAM	M23E	STP >200K MONTGOMERY AC	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPMB	ULMB	M23E	URBAN LARGE >200K MOBILE	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPMN	ULMN	M23E	URBAN LARGE STP >200K MONT	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPPC	ULPC	M23E	URBAN LARGE >200K PHENIX CITY	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPLL	ULLL	M23E	URBAN LARGE >200K LILLIAN	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPBH	ULBH	M23E	URBAN LARGE >200K BIRMINGHAM	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPHV	ULHV	M23E	URBAN LARGE >200K HUNTSVILLE	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC	A1CR3	M2E2	ATRIP BND 1 RDWY CONVERT 3	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	AC	A2RDY	M2E2	ATRIP BOND ISSUE 2 ROADWAY	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	ACSTP**	STA	M2E2	ALDOT ALLOCATED STP ADV CN	STP NON-URBAN AREAS MAP-21	M

_CAT	Cat Description	PREFIX ID	PGM_ID	ED_APPR_	PGM_NA	FED_APPR_DS	FED_A
04	SURFACE TRANSPORTATION	STP**	ST	M2E2	ALDOT ALLOCATED STPAA, OA, NU	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	STPNU-	CORD	M2E2	COUNTY SUB ALLOCATED RDY	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	STPNU	SNUME	M2E2	STP <5K NON URBAN M2E2	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST3	M2E2	ALDOT ALLOCATED STPAA, OA, NU	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	AC	A1CR4	M2E2	ATRIP BND 1 RDWY CONVERT 4	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST1	M2E2	ALDOT ALLOCATED STPAA, OA, NU	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST2	M2E2	ALDOT ALLOCATED STPAA, OA,NU	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	AC	A1CRD	M2E2	ATRIP BND ISSUE 1 RDWY CONVERT	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	AC	A1CR2	M2E2	ATRIP BND 1 RDWY CONVERT 2	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	GDME	M2E1	STP <200K M2E1 GADSDEN	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	DTME	M2E1	STP <200K M2E1 DOTHAN	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	DCME	M2E1	STP <200K M2E1 DECATUR	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	DAME	M2E1	STP <200K M2E1 EASTERN SHORE	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	AUME	M2E1	STP <200K M2E1 AUBURN	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC	A1CRD	M2E1	ATRIP BND ISSUE 1 RDWY CONVERT	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	ANME	M2E1	STP <200K M2E1 ANNISTON	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST2	M2E1	ALDOT ALLOCATED STPAA, OA,NU	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST1	M2E1	ALDOT ALLOCATED STPAA, OA, NU	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC	A1CR4	M2E1	ATRIP BND 1 RDWY CONVERT 4	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST3	M2E1	ALDOT ALLOCATED STPAA, OA, NU	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	USDT	M2E1	URBAN SMALL <200K DOTHAN	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	USGD	M2E1	URBAN SMALL <200K GADSDEN	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	USSH	M2E1	URBAN SMALL <200K SHOALS	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	USTL	M2E1	URBAN SMALL <200K TUSCALOOSA	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	SOAME	M2E1	STP <200K ALDOT PORTION M2E1	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	SHME	M2E1	STP <200K M2E1 SHOALS	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPNU-	CORD	M2E1	COUNTY SUB ALLOCATED RDY	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST	M2E1	ALDOT ALLOCATED STPAA, OA, NU	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	USAN	M2E1	URBAN SMALL <200K ANNISTON	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	USAU	M2E1	URBAN SMALL <200K AUBURN	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	USES	M2E1	URBAN SMALL <200K EASTERN SHOR	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	USDC	M2E1	URBAN SMALL <200K DECATUR	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTP**	STA	M2E1	ALDOT ALLOCATED STP ADV CN	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	NHI	NHI29	M290	STP 1/2% NHI TRSAFETEALU L29	NHI EDUCATION & TRAINING MAP-21	M
04	SURFACE TRANSPORTATION	STPNU-	CORD	M240	COUNTY SUB ALLOCATED RDY	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST	M240	ALDOT ALLOCATED STPAA, OA, NU	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	ACSTP**	STA	M240	ALDOT ALLOCATED STP ADV CN	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPA	24AC	M240	ADV CONS STP ANY AREA M240	STP ANY AREA MAP-21	M

_CAT	Cat Description	PREFIX ID	PGM_ID	ED_APPR_	PGM_NA	FED_APPR_DS	FED_A
04	SURFACE TRANSPORTATION	STPAA	STAAM	M240	STP ANY AREA MAP-21 M240	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	AC	A1CRD	M240	ATRIP BND ISSUE 1 RDWY CONVERT	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	STMAA	AROV	M240	ARRA OVERRUN FUNDING	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST3	M240	ALDOT ALLOCATED STPAA, OA, NU	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST1	M240	ALDOT ALLOCATED STPAA, OA, NU	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST2	M240	ALDOT ALLOCATED STPAA, OA,NU	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	STPAA	AAMN	M240	AA / OA CONVERSION FOR MGY TMA	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	STPAA	AAMN	M24E	AA / OA CONVERSION FOR MGY TMA	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST2	M24E	ALDOT ALLOCATED STPAA, OA,NU	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST1	M24E	ALDOT ALLOCATED STPAA, OA, NU	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST3	M24E	ALDOT ALLOCATED STPAA, OA, NU	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPAA	SAAME	M24E	STP ANY AREA MAP-21 EXT M24E	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTPA	24AC	M24E	ADV CONS STP ANY AREA M240	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC	A2RDY	M24E	ATRIP BOND ISSUE 2 ROADWAY	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTP**	STA	M24E	ALDOT ALLOCATED STP ADV CN	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST	M24E	ALDOT ALLOCATED STPAA, OA, NU	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPNU-	CORD	M24E	COUNTY SUB ALLOCATED RDY	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC	A1CR2	M232	ATRIP BND 1 RDWY CONVERT 2	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	AC	A1CRD	M232	ATRIP BND ISSUE 1 RDWY CONVERT	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPN	AC232	M232	ADVANCE CN NON URBAN M232	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST3	M232	ALDOT ALLOCATED STPAA, OA, NU	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST1	M232	ALDOT ALLOCATED STPAA, OA, NU	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST2	M232	ALDOT ALLOCATED STPAA, OA,NU	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	ACSTP**	STA	M232	ALDOT ALLOCATED STP ADV CN	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	STPNU-	CORD	M232	COUNTY SUB ALLOCATED RDY	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST	M232	ALDOT ALLOCATED STPAA, OA, NU	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	STPNU	STNUM	M232	STP <5K M232 NON URBAN	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	GDSTM	M231	STP <200K M231 GADSDEN	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	DASTM	M231	STP <200K M231 EASTERN SHORE	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	DCSTM	M231	STP <200K M231 DECATUR	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	DTSTM	M231	STP <200K M231 DOTHAN	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	SHSTM	M231	STP <200K M231 SHOALS	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	STOAM	M231	STP <200K ALDOT PORTION M231	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	TLSTM	M231	STP <200K M231 TUSCALOOSA	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPO	DTMEA	M231	STP <200K DOTHAN AC	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPO	SOAMA	M231	STP <200K ALDOT M231 AC	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST	M231	ALDOT ALLOCATED STPAA, OA, NU	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPNU-	CORD	M231	COUNTY SUB ALLOCATED RDY	STP <200K MAP-21	M

_CAT	Cat Description	PREFIX ID	PGM_ID	ED_APPR_	PGM_NA	FED_APPR_DS	FED_A
04	SURFACE TRANSPORTATION	ACSTP**	STA	M231	ALDOT ALLOCATED STP ADV CN	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	USES	M231	URBAN SMALL <200K EASTERN SHOR	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	USAU	M231	URBAN SMALL <200K AUBURN	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	USAN	M231	URBAN SMALL <200K ANNISTON	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	USTL	M231	URBAN SMALL <200K TUSCALOOSA	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	USSH	M231	URBAN SMALL <200K SHOALS	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	USGD	M231	URBAN SMALL <200K GADSDEN	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	USDC	M231	URBAN SMALL <200K DECATUR	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	USDT	M231	URBAN SMALL <200K DOTHAN	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST2	M231	ALDOT ALLOCATED STPAA, OA,NU	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST1	M231	ALDOT ALLOCATED STPAA, OA, NU	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST3	M231	ALDOT ALLOCATED STPAA, OA, NU	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	ANSTM	M231	STP <200K M231 ANNISTON	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPO	ACTLM	M231	ADVANCE CN TUSC MAP-21 M231	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	AC	A1CRD	M231	ATRIP BND ISSUE 1 RDWY CONVERT	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	AUSTM	M231	STP <200K M231 AUBURN	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPMN	ARMNM	M230	ARRA OVERRUN MONT M230	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPHV	ULHV	M230	URBAN LARGE >200K HUNTSVILLE	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPBH	ULBH	M230	URBAN LARGE >200K BIRMINGHAM	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPPC	ULPC	M230	URBAN LARGE >200K PHENIX CITY	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPMN	ULMN	M230	URBAN LARGE STP >200K MONT	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPLL	ULLL	M230	URBAN LARGE >200K LILLIAN	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPMB	ULMB	M230	URBAN LARGE >200K MOBILE	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPM	SMNAM	M230	STP >200K MONTGOMERY AC	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPHV	STHVM	M230	STP >200K M230 HUNTSVILLE	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPBH	STBHM	M230	STP >200K M230 BIRMINGHAM	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPLL	STLLM	M230	STP >200K M230 LILLIAN	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPMB	STMBM	M230	STP >200K M230 MOBILE	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPMN	STMNM	M230	STP >200K M230 MONTGOMERY	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	AC	A2CR2	M0E1	ATRIP BND 2 RDWY CONVERT 2	NHPP MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC	A2CRD	M0E1	ATRIP BND ISSUE 2 RDWY CONVERT	NHPP MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC	A2RDY	M0E1	ATRIP BOND ISSUE 2 ROADWAY	NHPP MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC	A1RDY	M0E1	ATRIP BOND ISSUE 1 ROADWAY	NHPP MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC	A2RDY	Z240	ATRIP BOND ISSUE 2 ROADWAY	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	AC	A2CRD	Z240	ATRIP BND ISSUE 2 RDWY CONVERT	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	AC	A1CR3	Z240	ATRIP BND 1 RDWY CONVERT 3	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	ACSTP**	STA	Z240	ALDOT ALLOCATED STP ADV CN	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST	Z240	ALDOT ALLOCATED STPAA, OA, NU	STP ANY AREA FAST	Z

_CAT	Cat Description	PREFIX ID	PGM_ID	ED_APPR_	PGM_NA	FED_APPR_DS	FED_A
04	SURFACE TRANSPORTATION	STPNU-	CORD	Z240	COUNTY SUB ALLOCATED RDY	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	STPAA	AAMN	Z240	AA / OA CONVERSION FOR MGY TMA	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	AC	A1CR4	Z240	ATRIP BND 1 RDWY CONVERT 4	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST2	Z240	ALDOT ALLOCATED STPAA, OA,NU	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST3	Z240	ALDOT ALLOCATED STPAA, OA, NU	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST1	Z240	ALDOT ALLOCATED STPAA, OA, NU	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	AC	A1CR2	Z240	ATRIP BND 1 RDWY CONVERT 2	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	AC	A1CRD	Z240	ATRIP BND ISSUE 1 RDWY CONVERT	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	STPNU-	CORD	Z231	COUNTY SUB ALLOCATED RDY	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST	Z231	ALDOT ALLOCATED STPAA, OA, NU	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	ACSTP**	STA	Z231	ALDOT ALLOCATED STP ADV CN	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STPOA	USAN	Z231	URBAN SMALL <200K ANNISTON	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STPOA	USAU	Z231	URBAN SMALL <200K AUBURN	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STPOA	USES	Z231	URBAN SMALL <200K EASTERN SHOR	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STPBH	ULBH	Z230	URBAN LARGE >200K BIRMINGHAM	STP >200K FAST	Z
04	SURFACE TRANSPORTATION	STPHV	ULHV	Z230	URBAN LARGE >200K HUNTSVILLE	STP >200K FAST	Z
04	SURFACE TRANSPORTATION	STPLL	ULLL	Z230	URBAN LARGE >200K LILLIAN	STP >200K FAST	Z
04	SURFACE TRANSPORTATION	STPMB	ULMB	Z230	URBAN LARGE >200K MOBILE	STP >200K FAST	Z
04	SURFACE TRANSPORTATION	STPMN	ULMN	Z230	URBAN LARGE STP >200K MONT	STP >200K FAST	Z
04	SURFACE TRANSPORTATION	STPPC	ULPC	Z230	URBAN LARGE >200K PHENIX CITY	STP >200K FAST	Z
04	SURFACE TRANSPORTATION	RECA	REC	Z030	REDIST CERTAIN AUTH	RECA FAST	Z
04	SURFACE TRANSPORTATION	ACRECA	RECAC	Z030	REDIST CERTAIN AUTH ADV CN	RECA FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST2	Z233	ALDOT ALLOCATED STPAA, OA,NU	STP BR OFF SYSTEM FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST1	Z233	ALDOT ALLOCATED STPAA, OA, NU	STP BR OFF SYSTEM FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST3	Z233	ALDOT ALLOCATED STPAA, OA, NU	STP BR OFF SYSTEM FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST	Z233	ALDOT ALLOCATED STPAA, OA, NU	STP BR OFF SYSTEM FAST	Z
04	SURFACE TRANSPORTATION	ACSTP**	STA	Z232	ALDOT ALLOCATED STP ADV CN	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST	Z232	ALDOT ALLOCATED STPAA, OA, NU	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	STPNU-	CORD	Z232	COUNTY SUB ALLOCATED RDY	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	AC	A1CR3	Z232	ATRIP BND 1 RDWY CONVERT 3	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	AC	A2RDY	Z232	ATRIP BOND ISSUE 2 ROADWAY	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST3	Z232	ALDOT ALLOCATED STPAA, OA, NU	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	AC	A1CR4	Z232	ATRIP BND 1 RDWY CONVERT 4	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST1	Z232	ALDOT ALLOCATED STPAA, OA, NU	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST2	Z232	ALDOT ALLOCATED STPAA, OA,NU	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	AC	A1CR2	Z232	ATRIP BND 1 RDWY CONVERT 2	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	AC	A1CRD	Z232	ATRIP BND ISSUE 1 RDWY CONVERT	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	AC	A1CRD	Z231	ATRIP BND ISSUE 1 RDWY CONVERT	STP <200K FAST	Z

_CAT	Cat Description	PREFIX ID	PGM_ID	ED_APPR_	PGM_NA	FED_APPR_DS	FED_A
04	SURFACE TRANSPORTATION	AC	A1CR2	Z231	ATRIP BND 1 RDWY CONVERT 2	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST2	Z231	ALDOT ALLOCATED STPAA, OA,NU	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST1	Z231	ALDOT ALLOCATED STPAA, OA, NU	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	AC	A1CR4	Z231	ATRIP BND 1 RDWY CONVERT 4	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST3	Z231	ALDOT ALLOCATED STPAA, OA, NU	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STPOA	USDC	Z231	URBAN SMALL <200K DECATUR	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STPOA	USDT	Z231	URBAN SMALL <200K DOTHAN	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STPOA	USGD	Z231	URBAN SMALL <200K GADSDEN	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STPOA	USSH	Z231	URBAN SMALL <200K SHOALS	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STPOA	USTL	Z231	URBAN SMALL <200K TUSCALOOSA	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	AC	A2RDY	Z231	ATRIP BOND ISSUE 2 ROADWAY	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	AC	A1CR3	Z231	ATRIP BND 1 RDWY CONVERT 3	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	AC	A2CRD	Z001	ATRIP BND ISSUE 2 RDWY CONVERT	NHPP FAST	Z
06	SPECIAL PROJECTS	RP	RP11	RPS9	EARMARK REPURPOSE 2016 100%	REPURPOSE 2016 SPECIAL FORMULA	Z
06	SPECIAL PROJECTS	RP	RP80	RPS9	EARMARK REPUPOSE 2016 80/20	REPURPOSE 2016 SPECIAL FORMULA	Z
06	SPECIAL PROJECTS	RP	RP81	RPS9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 SPECIAL FORMULA	Z
06	SPECIAL PROJECTS	RP	RP10	RPS9	EARMARK REPURPOSE 2016 100%	REPURPOSE 2016 SPECIAL FORMULA	Z
06	SPECIAL PROJECTS	RP	RP10	RPF9	EARMARK REPURPOSE 2016 100%	REPURPOSE 2016 FORMULA	Z
06	SPECIAL PROJECTS	RP	RP81	RPF9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 FORMULA	Z
06	SPECIAL PROJECTS	RP	RP80	RPF9	EARMARK REPUPOSE 2016 80/20	REPURPOSE 2016 FORMULA	Z
06	SPECIAL PROJECTS	RP	RP11	RPF9	EARMARK REPURPOSE 2016 100%	REPURPOSE 2016 FORMULA	Z
06	SPECIAL PROJECTS	RP	RP11	RPE9	EARMARK REPURPOSE 2016 100%	REPURPOSE 2016 EXEMPT	Z
06	SPECIAL PROJECTS	RP	RP80	RPE9	EARMARK REPUPOSE 2016 80/20	REPURPOSE 2016 EXEMPT	Z
06	SPECIAL PROJECTS	RP	RP81	RPE9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 EXEMPT	Z
06	SPECIAL PROJECTS	RP	RP10	RPE9	EARMARK REPURPOSE 2016 100%	REPURPOSE 2016 EXEMPT	Z
06	SPECIAL PROJECTS	FB	FB95M	M950	FERRY BOAT M950 MAP-21	CN OF FERRY BOATS & FERRY TERMINAL	M
06	SPECIAL PROJECTS	DE	D37AM	M37A	DEMO FOR MAP-21 M37A	TECH DEPLOY AID DEMO PROGRAM	M
06	SPECIAL PROJECTS	DE	DEM04	H17A	SEC 115 UNOBL BAL TRANSF	SEC 115 UNOBL BAL TRANSF MAP-21	M
06	SPECIAL PROJECTS	DEMO	STP13	LY7A	2013 SURF TRAN PRJ LY7A LY6A	2013 SURFACE TRANS PROJ SEC 112	M
06	SPECIAL PROJECTS	DEMO	STP13	LY6A	2013 SURF TRAN PRJ LY7A LY6A	2013 SURFACE TRANS PROJ	M
06	SPECIAL PROJECTS	DE	GSPH5	H66A	GRANTS SUP PLAN HWY SEC 117	GRANTS SUP PLAN HWY STP SEC 117	M
06	SPECIAL PROJECTS	DE	GSPHM	H66A	GRANTS SUP PLN HWY SEC117 H66A	GRANTS SUP PLAN HWY STP SEC 117	M
10	APPALACHIAN	APD	APDME	M0E1	NHPP APD ROUTES M0E1	NHPP MAP-21 EXTENTION	M
10	APPALACHIAN	APD	APD	M0E1	NHPP APD ROUTES	NHPP MAP-21 EXTENTION	M
10	APPALACHIAN	ACAPD	APDA	Z001	NHPP APD ROUTES ADVANCED CONST	NHPP FAST	Z
10	APPALACHIAN	ACAPD	APDA	Z002	NHPP APD ROUTES ADVANCED CONST	NHPP EXEMPT FAST	Z
10	APPALACHIAN	APD	APD	Z002	NHPP APD ROUTES	NHPP EXEMPT FAST	Z
10	APPALACHIAN	APD	APD	Z001	NHPP APD ROUTES	NHPP FAST	Z

_CAT	Cat Description	PREFIX ID	PGM_ID	ED_APPR_	PGM_NA	FED_APPR_DS	FED_A
10	APPALACHIAN	ACAPD	APDA	M001	NHPP APD ROUTES ADVANCED CONST	NHPP MAP-21	M
10	APPALACHIAN	APD	APD1M	M001	NHPP APD ROUTES M001	NHPP MAP-21	M
10	APPALACHIAN	APD	APD	M001	NHPP APD ROUTES	NHPP MAP-21	M
10	APPALACHIAN	ACAPD	APDA	M0E2	NHPP APD ROUTES ADVANCED CONST	NHPP EXEMPT MAP-21 EXTENTION	M
10	APPALACHIAN	APD	APD	M0E2	NHPP APD ROUTES	NHPP EXEMPT MAP-21 EXTENTION	M
10	APPALACHIAN	ACAPD	APDA	M002	NHPP APD ROUTES ADVANCED CONST	NHPP EXEMPT MAP-21	M
10	APPALACHIAN	APD	APD	M002	NHPP APD ROUTES	NHPP EXEMPT MAP-21	M
13	BRIDGE	BR	BRN	M002	BRIDGE ON NH ROUTES	NHPP EXEMPT MAP-21	M
13	BRIDGE	BR	BNHM1	M002	NATIONAL HIGHWAY BRIDGE M002	NHPP EXEMPT MAP-21	M
13	BRIDGE	BR	BRNM	M001	NHPP BR ON SYS NH ROUTE M001	NHPP MAP-21	M
13	BRIDGE	ACBR	BRNA	M002	BRIDGE ON NH ROUTES ADV CN	NHPP EXEMPT MAP-21	M
13	BRIDGE	AC	A2BR	M2E1	ATRIP BOND ISSUE BR ON	STP <200K MAP-21 EXTENTION	M
13	BRIDGE	BR	BRN	M0E2	BRIDGE ON NH ROUTES	NHPP EXEMPT MAP-21 EXTENTION	M
13	BRIDGE	ACBR	BRNA	M0E1	BRIDGE ON NH ROUTES ADV CN	NHPP MAP-21 EXTENTION	M
13	BRIDGE	ACBR	BRNA	M0E2	BRIDGE ON NH ROUTES ADV CN	NHPP EXEMPT MAP-21 EXTENTION	M
13	BRIDGE	BR	BNHM2	M0E2	NATIONAL HIGHWAY BRIDGE M0E2	NHPP EXEMPT MAP-21 EXTENTION	M
13	BRIDGE	ACBR	BRNA	M001	BRIDGE ON NH ROUTES ADV CN	NHPP MAP-21	M
13	BRIDGE	BR	BRN	M001	BRIDGE ON NH ROUTES	NHPP MAP-21	M
13	BRIDGE	ACBR	BRSA	M2E1	BRIDGE NON NH ROUTE ADV CN	STP <200K MAP-21 EXTENTION	M
13	BRIDGE	BR	BRS	M2E1	BRIDGE NON NH ROUTE	STP <200K MAP-21 EXTENTION	M
13	BRIDGE	BR	BRSME	M2E1	STP BR ON SYS M24M, M2E1, M2E2	STP <200K MAP-21 EXTENTION	M
13	BRIDGE	BR	BRSME	M2E2	STP BR ON SYS M24M, M2E1, M2E2	STP NON-URBAN AREAS MAP-21	M
13	BRIDGE	AC	A1BR	M2E2	ATRIP BOND ISSUE BR ON	STP NON-URBAN AREAS MAP-21	M
13	BRIDGE	BR	BRS	M2E2	BRIDGE NON NH ROUTE	STP NON-URBAN AREAS MAP-21	M
13	BRIDGE	AC	A2BR	M2E2	ATRIP BOND ISSUE BR ON	STP NON-URBAN AREAS MAP-21	M
13	BRIDGE	ACBR	BRSA	M2E2	BRIDGE NON NH ROUTE ADV CN	STP NON-URBAN AREAS MAP-21	M
13	BRIDGE	AC	A1CBZ	M2E3	ATRIP BOND 1 BR15% OFF CONVERT	STP BR OFF SYSTEM MAP-21 EXTENTION	M
13	BRIDGE	BRZ-BR	COBR	M2E3	COUNTY SUB ALLOCATED BR	STP BR OFF SYSTEM MAP-21 EXTENTION	M
13	BRIDGE	AC	A2BRZ	M2E3	ATRIP BOND ISSUE 2 BR 15% OFF	STP BR OFF SYSTEM MAP-21 EXTENTION	M
13	BRIDGE	AC	A2CBZ	M2E3	ATRIP BOND 2 BR15% OFF CONVERT	STP BR OFF SYSTEM MAP-21 EXTENTION	M
13	BRIDGE	BRZ	BRZME	M2E3	STP BR OFF SYS M2E3	STP BR OFF SYSTEM MAP-21 EXTENTION	M
13	BRIDGE	AC	A1BRZ	M2E3	ATRIP BOND ISSUE 1 BR 15% OFF	STP BR OFF SYSTEM MAP-21 EXTENTION	M
13	BRIDGE	AC	A1CBR	M231	ATRIP BOND ISSUE BR ON CONVERT	STP <200K MAP-21	M
13	BRIDGE	ACBR	BRSA	M231	BRIDGE NON NH ROUTE ADV CN	STP <200K MAP-21	M
13	BRIDGE	BR	BRS	M231	BRIDGE NON NH ROUTE	STP <200K MAP-21	M
13	BRIDGE	BR	BRSM	M231	STP BR ON SYS M240, M231, M232	STP <200K MAP-21	M
13	BRIDGE	BR	BRSM	M232	STP BR ON SYS M240, M231, M232	STP NON-URBAN AREAS MAP-21	M
13	BRIDGE	BR	BRS	M232	BRIDGE NON NH ROUTE	STP NON-URBAN AREAS MAP-21	M

_CAT	Cat Description	PREFIX ID	PGM_ID	ED_APPR_	PGM_NA	FED_APPR_DS	FED_A
13	BRIDGE	ACBR	BRSA	M232	BRIDGE NON NH ROUTE ADV CN	STP NON-URBAN AREAS MAP-21	M
13	BRIDGE	AC	A1CBR	M232	ATRIP BOND ISSUE BR ON CONVERT	STP NON-URBAN AREAS MAP-21	M
13	BRIDGE	BRZ-BR	COBR	M233	COUNTY SUB ALLOCATED BR	STP BR OFF SYSTEM MAP-21	M
13	BRIDGE	AC	A1CBZ	M233	ATRIP BOND 1 BR15% OFF CONVERT	STP BR OFF SYSTEM MAP-21	M
13	BRIDGE	BR	BRS	M24E	BRIDGE NON NH ROUTE	STP ANY AREA MAP-21 EXTENTION	M
13	BRIDGE	BR	BRSME	M24E	STP BR ON SYS M24M, M2E1, M2E2	STP ANY AREA MAP-21 EXTENTION	M
13	BRIDGE	BRZ	BROFM	M233	STP BR RPLMNT OFF SYS M233	STP BR OFF SYSTEM MAP-21	M
13	BRIDGE	ACBR	BRSA	M24E	BRIDGE NON NH ROUTE ADV CN	STP ANY AREA MAP-21 EXTENTION	M
13	BRIDGE	ACBR	BRSMA	M24E	STP BR ON SYS AC	STP ANY AREA MAP-21 EXTENTION	M
13	BRIDGE	AC	A2BR	M24E	ATRIP BOND ISSUE BR ON	STP ANY AREA MAP-21 EXTENTION	M
13	BRIDGE	AC	A2CBR	M24E	ATRIP BOND ISSUE BR ON CONVERT	STP ANY AREA MAP-21 EXTENTION	M
13	BRIDGE	ACBR	BRNMA	M24E	NHPP BR ON SYS NH ROUTE AC	STP ANY AREA MAP-21 EXTENTION	M
13	BRIDGE	AC	A1BR	M24E	ATRIP BOND ISSUE BR ON	STP ANY AREA MAP-21 EXTENTION	M
13	BRIDGE	AC	A1CBR	M240	ATRIP BOND ISSUE BR ON CONVERT	STP ANY AREA MAP-21	M
13	BRIDGE	ACBR	BRSA	M240	BRIDGE NON NH ROUTE ADV CN	STP ANY AREA MAP-21	M
13	BRIDGE	BR	BRS	M240	BRIDGE NON NH ROUTE	STP ANY AREA MAP-21	M
13	BRIDGE	BR	BRSM	M240	STP BR ON SYS M240, M231, M232	STP ANY AREA MAP-21	M
13	BRIDGE	ACBR	BRNA	Z001	BRIDGE ON NH ROUTES ADV CN	NHPP FAST	Z
13	BRIDGE	BR	BRN	Z001	BRIDGE ON NH ROUTES	NHPP FAST	Z
13	BRIDGE	BR	BRN	Z002	BRIDGE ON NH ROUTES	NHPP EXEMPT FAST	Z
13	BRIDGE	ACBR	BRNA	Z002	BRIDGE ON NH ROUTES ADV CN	NHPP EXEMPT FAST	Z
13	BRIDGE	ACBR	BRSA	Z231	BRIDGE NON NH ROUTE ADV CN	STP <200K FAST	Z
13	BRIDGE	BR	BRS	Z231	BRIDGE NON NH ROUTE	STP <200K FAST	Z
13	BRIDGE	BR	BRS	Z232	BRIDGE NON NH ROUTE	STP NON-URBAN AREAS FAST	Z
13	BRIDGE	BRZ-BR	COBR	Z232	COUNTY SUB ALLOCATED BR	STP NON-URBAN AREAS FAST	Z
13	BRIDGE	ACBR	BRSA	Z232	BRIDGE NON NH ROUTE ADV CN	STP NON-URBAN AREAS FAST	Z
13	BRIDGE	BRZ-BR	COBR	Z233	COUNTY SUB ALLOCATED BR	STP BR OFF SYSTEM FAST	Z
13	BRIDGE	BR	BRN	M0E1	BRIDGE ON NH ROUTES	NHPP MAP-21 EXTENTION	M
13	BRIDGE	BR	BRNME	M0E1	NHPP BR ON SYS NH ROUTE M0E1	NHPP MAP-21 EXTENTION	M
13	BRIDGE	ACGBBR	GRBN2	Z240	ADVANCE CONST BRIDGE H12	STP ANY AREA FAST	Z
13	BRIDGE	ACGBBR	GRBN2	Z233	ADVANCE CONST BRIDGE H12	STP BR OFF SYSTEM FAST	Z
13	BRIDGE	AC	A1CBZ	Z233	ATRIP BOND 1 BR15% OFF CONVERT	STP BR OFF SYSTEM FAST	Z
13	BRIDGE	BR	BRS	Z240	BRIDGE NON NH ROUTE	STP ANY AREA FAST	Z
13	BRIDGE	ACBR	BRSA	Z240	BRIDGE NON NH ROUTE ADV CN	STP ANY AREA FAST	Z
14	EMERGENCY RELIEF	ER	ERLF	ER90	EMERGENCY RELIEF	EMERGENCY REL 2013 SUPPLEMENT	M
14	EMERGENCY RELIEF	ERPR	ERLF9	ER90	PERMANENT RESTORE ER FUNDS 90%	EMERGENCY REL 2013 SUPPLEMENT	M
14	EMERGENCY RELIEF	ERPR	ERLF8	ER90	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY REL 2013 SUPPLEMENT	M
14	EMERGENCY RELIEF	ER	ERLF	M9V0	EMERGENCY RELIEF	EMERGENCY REL 2014 SUPPLEMENT	M

_CAT	Cat Description	PREFIX ID	PGM_ID	ED_APPR_	PGM_NA	FED_APPR_DS	FED_A
14	EMERGENCY RELIEF	ERPR	ERLF9	M9V0	PERMANENT RESTORE ER FUNDS 90%	EMERGENCY REL 2014 SUPPLEMENT	M
14	EMERGENCY RELIEF	ERPR	ERLF8	M9V0	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY REL 2014 SUPPLEMENT	M
14	EMERGENCY RELIEF	ERPR	ERLF8	M9VE	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY REL 2015 SUPPLEMENT	M
14	EMERGENCY RELIEF	ERPR	ERLF9	M9VE	PERMANENT RESTORE ER FUNDS 90%	EMERGENCY REL 2015 SUPPLEMENT	M
14	EMERGENCY RELIEF	ER	ERLF	M9VE	EMERGENCY RELIEF	EMERGENCY REL 2015 SUPPLEMENT	M
15	SAFETY	RH**CH-	S130	ZS50	SECTION 130 RAIL HAZRD & PRTCT	HSIP RAIL-HWY PROTECTIVE DEV FAST	Z
15	SAFETY	RH**CH-	S130	ZS40	SECTION 130 RAIL HAZRD & PRTCT	HSIP RAIL-HWY HAZARD ELIM FAST	Z
15	SAFETY	HSIP	SAF	ZS30	HWY SAFETY IMPROVEMENT PROGRAM	HSIP FAST	Z
15	SAFETY	ACHSIP	SAFA	ZS30	HWY SAFETY IMPROVEMENT ADV CN	HSIP FAST	Z
15	SAFETY	HSIPR	HSRME	MS3E	HSIPR MAP-21 EXTENTION MS3E	HSIP MAP-21 EXTENTION	M
15	SAFETY	HSIP	S30AC	MS3E	HSIP ADVANCE CONSTRUCTION	HSIP MAP-21 EXTENTION	M
15	SAFETY	HSIP	SAF	MS3E	HWY SAFETY IMPROVEMENT PROGRAM	HSIP MAP-21 EXTENTION	M
15	SAFETY	ACHSIP	SAFA	MS3E	HWY SAFETY IMPROVEMENT ADV CN	HSIP MAP-21 EXTENTION	M
15	SAFETY	RH**CH-	S130	MS50	SECTION 130 RAIL HAZRD & PRTCT	HSIP RAIL-HWY PROTECTIVE DEV MAP-	M
15	SAFETY	RHPD	RH50M	MS50	RAIL-HWY PROTECTION DEV MS50	HSIP RAIL-HWY PROTECTIVE DEV MAP-	M
15	SAFETY	RHPD	RH5ME	MS5E	RAIL-HWY PROTECTION DEV MS5E	HSIP RAIL-HWY PROTECTIVE DEV MAP-	M
15	SAFETY	RH**CH-	S130	MS5E	SECTION 130 RAIL HAZRD & PRTCT	HSIP RAIL-HWY PROTECTIVE DEV MAP-	M
15	SAFETY	RH**CH-	S130	MS40	SECTION 130 RAIL HAZRD & PRTCT	HSIP RAIL-HWY HAZARD ELIM MAP-21	M
15	SAFETY	RHCH	RH40M	MS40	RAIL-HWY HAZARD ELIM MS40	HSIP RAIL-HWY HAZARD ELIM MAP-21	M
15	SAFETY	RHCH	RH4ME	MS4E	RAIL-HWY HAZARD ELIM MS4E	HSIP RAIL-HWY HAZARD ELIM MAP-21	M
15	SAFETY	RH**CH-	S130	MS4E	SECTION 130 RAIL HAZRD & PRTCT	HSIP RAIL-HWY HAZARD ELIM MAP-21	M
15	SAFETY	HSIP	HS31M	MS31	HSIP SEC 154 PENALTIES MS31	HSIP SEC 154 PENALTIES	M
15	SAFETY	ACHSIP	SAFA	MS30	HWY SAFETY IMPROVEMENT ADV CN	HSIP MAP-21	M
15	SAFETY	HSIP	SAF	MS30	HWY SAFETY IMPROVEMENT PROGRAM	HSIP MAP-21	M
15	SAFETY	HSIP	S30AC	MS30	HSIP ADVANCE CONSTRUCTION	HSIP MAP-21	M
15	SAFETY	HSIP	HSIPM	MS30	HWY SFTY IMP PROG MAP-21 MS30	HSIP MAP-21	M
15	SAFETY	HRRR	HSIRM	MS30	HWY SAFETY IMP PROG RUR MS30	HSIP MAP-21	M
15	SAFETY	HSIP	HSME	MS3E	HSIP MAP-21 EXTENTION MS3E	HSIP MAP-21 EXTENTION	M
16	MISC. FEDERAL AID	ACIMF	CBD1C	M0E1	CBD BOND 1 AC CONVERTED	NHPP MAP-21 EXTENTION	M
16	MISC. FEDERAL AID	ACIMF	CBD1	M0E1	CBD BOND 1 AC	NHPP MAP-21 EXTENTION	M
16	MISC. FEDERAL AID	SPR	5L4E	5L4E	BRIDGE RESEARCH AND DEPLOY	BRIDGE RESEARCH & DEPLOY PR	M
16	MISC. FEDERAL AID	SPR	Z560	Z560	SPR RD&T FAST Z560	RESEARCH DEVELOPMENT &TRANSFER	Z
16	MISC. FEDERAL AID	SPR	Z550	Z550	SPR STATE PLANNING & RESEARCH	STATE PLANNING RESEARCH FAST	Z
16	MISC. FEDERAL AID	OJT	OJTZ	Z490	STP SUPPORTIVE SERVICES FAST	STP SUPPORTIVE SERVICES FAST	Z
16	MISC. FEDERAL AID	OJT	OJT	Z490	STP SUPPORTIVE SERVICES	STP SUPPORTIVE SERVICES FAST	Z
16	MISC. FEDERAL AID	OJT	OJT	Z49S	STP SUPPORTIVE SERVICES	NATL SUMMER TRAINING FAST	Z
16	MISC. FEDERAL AID	FLAP	G200	G200	FOREST HWY TEA-21	FLAP FEDERAL LANDS	M
16	MISC. FEDERAL AID	PL	Z450	Z450	PL METRO PLANNING FAST	METROPOLITAN PLANNING FAST	Z

_CAT	Cat Description	PREFIX ID	PGM_ID	ED_APPR_	PGM_NA	FED_APPR_DS	FED_A
16	MISC. FEDERAL AID	LTAP	LTAPZ	Z438	LOCAL TECH ASSIST PROGRAM Z438	LOCAL TECH ASSIST PROGRAM Z438	Z
16	MISC. FEDERAL AID	CMAQ	CMAC	Z400	CMAQ AND PM 2.5 ADV CN	CMAQ FAST	Z
16	MISC. FEDERAL AID	CMAQ	CMA	Z400	CMAQ AND PM 2.5	CMAQ FAST	Z
16	MISC. FEDERAL AID	FAUP	FAUP	USGS	FA UNIQUE PROJECTS	FAUP - USGS GRANT FUNDING	M
16	MISC. FEDERAL AID	ACIMF	CBD1C	Z001	CBD BOND 1 AC CONVERTED	NHPP FAST	Z
16	MISC. FEDERAL AID	ACIMF	CBD1	Z001	CBD BOND 1 AC	NHPP FAST	Z
16	MISC. FEDERAL AID	STIC	STICM	M37B	ST INNOVATION COUNCIL MAP-21	STATE TRANS INNOVATION COUNCIL	M
16	MISC. FEDERAL AID	OJT	OJT	M4SE	STP SUPPORTIVE SERVICES	NATL SUMMER TRAINING MAP-21 EXT	M
16	MISC. FEDERAL AID	OJT	OJTME	M4SE	NATL SUMMER TRAIN. MAP-21 EXT	NATL SUMMER TRAINING MAP-21 EXT	M
16	MISC. FEDERAL AID	TIDP	M378	M378	TECH INNOV DEPLOY MAP-21 TIDP	TECH INNOW DEPLOY MAP-21 TIDP	M
16	MISC. FEDERAL AID	STIC	STICF	M37E	ST INNOVATION COUNCIL FAST	STATE TRANS INNOVATION COUNCIL	Z
16	MISC. FEDERAL AID	PL	P45ME	M45E	MAP-21 EXT METRO PLANNING M45E	METROPOLITAN PLANNING MAP-21 EXT	M
16	MISC. FEDERAL AID	LTAP	LTAPM	M438	LOCAL TECH ASSIST PROGRAM M438	LOCAL TECH ASSISTANCE PROG	M
16	MISC. FEDERAL AID	CMAQ	CMAQM	M400	CONGS MIT & AIR QUALITY M400	CMAQ MAP-21	M
16	MISC. FEDERAL AID	CMAQ	CMAC	M400	CMAQ AND PM 2.5 ADV CN	CMAQ MAP-21	M
16	MISC. FEDERAL AID	CMAQ	CMA	M400	CMAQ AND PM 2.5	CMAQ MAP-21	M
16	MISC. FEDERAL AID	CMAQ	CMAME	M40E	CONG MIT & AIR M40E MAP-21 EXT	CMAQ MAP-21 EXTENTION	M
16	MISC. FEDERAL AID	CMAQ	CMA	M40E	CMAQ AND PM 2.5	CMAQ MAP-21 EXTENTION	M
16	MISC. FEDERAL AID	CMAQ	CMAC	M40E	CMAQ AND PM 2.5 ADV CN	CMAQ MAP-21 EXTENTION	M
16	MISC. FEDERAL AID	SHRP2	M6T0	M6T0	FUTURE STRAT HWY (F-SHRP) HIF	FUTURE STRAT HWY (F-SHRP) HIF	M
16	MISC. FEDERAL AID	SPR	SP56M	M560	RD&T MAP-21 M560	RESEARCH DEVELOPMENT &TRANSFER	M
16	MISC. FEDERAL AID	SPR	P56ME	M56E	RD&T MAP-21 EXT M56E	RESEARCH DEVELOPMENT &TRANSFER	M
16	MISC. FEDERAL AID	SPR	SP55M	M550	STATE PLANNING & RESEARCH M550	STATE PLANNING RESEARCH MAP-21	M
16	MISC. FEDERAL AID	SPR	P55ME	M55E	STATE PLANNING & RESEARCH M55E	STATE PLANNING RESEARCH MAP-21	M
16	MISC. FEDERAL AID	OJT	OJT	M490	STP SUPPORTIVE SERVICES	STP SUPPORTIVE SERVICES MAP-21	M
16	MISC. FEDERAL AID	OJT	OJTM	M490	STP SUPPORTIVE SERVICES MAP-21	STP SUPPORTIVE SERVICES MAP-21	M
16	MISC. FEDERAL AID	OJT	OJTMS	M49S	NATL SUMMER TRAINING MAP-21	NATL SUMMER TRAINING MAP-21	M
16	MISC. FEDERAL AID	OJT	OJT	M49S	STP SUPPORTIVE SERVICES	NATL SUMMER TRAINING MAP-21	M
16	MISC. FEDERAL AID	OJT	OJT	M49E	STP SUPPORTIVE SERVICES	STP SUPPORTIVE SERVICES MAP-21 EXT	M
16	MISC. FEDERAL AID	OJT	OJTME	M49E	NATL SUMMER TRAIN. MAP-21 EXT	STP SUPPORTIVE SERVICES MAP-21 EXT	M
16	MISC. FEDERAL AID	OJT	OJTM	M49E	STP SUPPORTIVE SERVICES MAP-21	STP SUPPORTIVE SERVICES MAP-21 EXT	M
16	MISC. FEDERAL AID	DBE	DBEM	M480	MINORITY BUS ENTERPRISE M480	STP DBE TRAINING MAP-21	M
16	MISC. FEDERAL AID	DBE	DBEME	M48E	MINORITY BUS ENTERPRISE M48E M	STP DBE TRAINING MAP-21 EXT	M
16	MISC. FEDERAL AID	DBE	DBEM	M48E	MINORITY BUS ENTERPRISE M480	STP DBE TRAINING MAP-21 EXT	M
16	MISC. FEDERAL AID	PL	PL45M	M450	MAP-21 METRO PLANNING M450	METROPOLITAN PLANNING MAP-21	M
16	MISC. FEDERAL AID	CMAQ	CMA	Z003	CMAQ AND PM 2.5	CMAQ PM 2.5 FAST	Z
16	MISC. FEDERAL AID	CMAQ	CMAC	Z003	CMAQ AND PM 2.5 ADV CN	CMAQ PM 2.5 FAST	Z
16	MISC. FEDERAL AID	CMAQ	CMA	M0E3	CMAQ AND PM 2.5	CMAQ PM 2.5 MAP-21 EXTENTION	M

_CAT	Cat Description	PREFIX ID	PGM_ID	ED_APPR_	PGM_NA	FED_APPR_DS	FED_A
16	MISC. FEDERAL AID	CMAQ	CMAC	M0E3	CMAQ AND PM 2.5 ADV CN	CMAQ PM 2.5 MAP-21 EXTENTION	M
16	MISC. FEDERAL AID	TIFIA	TIFIA	M040	TIFIA REDISTRIBUTION	TIFIA REDISTRIBUTION MAP-21	M
16	MISC. FEDERAL AID	CMAQ	CMA	M003	CMAQ AND PM 2.5	CMAQ PM 2.5 MAP-21	M
16	MISC. FEDERAL AID	CMAQ	CMAC	M003	CMAQ AND PM 2.5 ADV CN	CMAQ PM 2.5 MAP-21	M
22	TRANSPORTATION	TAPMN	TMNME	M3E1	TAP>200K MAP-21 EXT MONTGOMERY	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION	TAP**	TA	M302	TAP ALDOT AWARDS	TAP <200K MAP-21	M
22	TRANSPORTATION	TAPOA	TAOAM	M302	TAP <200K MAP-21 M302	TAP <200K MAP-21	M
22	TRANSPORTATION	TAPLL	TALLM	M301	TAP >200K MAP-21 LILLIAN	TAP >200K MAP-21	M
22	TRANSPORTATION	TAPMB	TAMBM	M301	TAP >200K MAP-21 MOBILE	TAP >200K MAP-21	M
22	TRANSPORTATION	TAPMN	TAMNM	M301	TAP >200K MAP-21 MONTGOMERY	TAP >200K MAP-21	M
22	TRANSPORTATION	TAPCM	TAPCM	M301	TAP >200K MAP-21 PHENIX CITY	TAP >200K MAP-21	M
22	TRANSPORTATION	TAPBH	TABHM	M301	TAP >200K MAP-21 BIRMINGHAM	TAP >200K MAP-21	M
22	TRANSPORTATION	TAPHV	TAHVM	M301	TAP >200K MAP-21 HUNTSVILLE	TAP >200K MAP-21	M
22	TRANSPORTATION	TAPHV	TAHV	M301	TAP >200K HUNTSVILLE	TAP >200K MAP-21	M
22	TRANSPORTATION	TAPMN	TAMN	M301	TAP >200K MONTGOMERY	TAP >200K MAP-21	M
22	TRANSPORTATION	TAPMB	TAMB	M301	TAP >200K MOBILE	TAP >200K MAP-21	M
22	TRANSPORTATION	TAPLL	TALL	M301	TAP >200K LILLIAN	TAP >200K MAP-21	M
22	TRANSPORTATION	TAPBH	TABH	M301	TAP >200K BIRMINGHAM	TAP >200K MAP-21	M
22	TRANSPORTATION	TAPPC	TAPC	M301	TAP>200K PHENIX CITY	TAP >200K MAP-21	M
22	TRANSPORTATION	TAP**	TA	M300	TAP ALDOT AWARDS	TAP ANY AREA MAP-21	M
22	TRANSPORTATION	TAPAA	TAAAM	M300	TAP ANY AREA MAP-21 M300	TAP ANY AREA MAP-21	M
22	TRANSPORTATION	TAPAA	TAAME	M30E	TAP ANY AREA MAP-21 EXT M30E	TAP ANY AREA MAP-21 EXTENTION	M
22	TRANSPORTATION	TAP**	TA	M30E	TAP ALDOT AWARDS	TAP ANY AREA MAP-21 EXTENTION	M
22	TRANSPORTATION	TAP**	TA	M3E3	TAP ALDOT AWARDS	TAP NON-URBAN AREAS MAP-21	M
22	TRANSPORTATION	TAPOA	TOAME	M3E2	TAP <200K MAP-21 EXT M3E2	TAP <200K MAP-21 EXTENTION	M
22	TRANSPORTATION	TAP**	TA	M3E2	TAP ALDOT AWARDS	TAP <200K MAP-21 EXTENTION	M
22	TRANSPORTATION	TAPPC	TAPC	M3E1	TAP>200K PHENIX CITY	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION	TAPLL	TALL	M3E1	TAP >200K LILLIAN	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION	TAPMB	TAMB	M3E1	TAP >200K MOBILE	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION	TAPMN	TAMN	M3E1	TAP >200K MONTGOMERY	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION	TAPBH	TABH	M3E1	TAP >200K BIRMINGHAM	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION	TAPHV	TAHV	M3E1	TAP >200K HUNTSVILLE	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION	TAPBH	TBHME	M3E1	TAP>200K MAP-21 EXT BIRMINGHAM	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION	TAPPC	TPCME	M3E1	TAP>200K MAP-21 EX PHENIX CITY	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION	TAPHV	THVME	M3E1	TAP>200K MAP-21 EXT HUNTSVILLE	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION	TAPLL	TLLME	M3E1	TAP >200K MAP-21 EXT LILLIAN	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION	TAPMB	TMBME	M3E1	TAP >200K MAP-21 EXT MOBILE	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION	TAPNU	TANUM	M303	TAP NON URBAN MAP-21 M303	TAP NON-URBAN AREAS MAP-21	M

_CAT	Cat Description	PREFIX ID	PGM_ID	ED_APPR_	PGM_NA	FED_APPR_DS	FED_A
22	TRANSPORTATION	TAP**	TA	M303	TAP ALDOT AWARDS	TAP NON-URBAN AREAS MAP-21	M
22	TRANSPORTATION	TAP**	TA	Z303	TAP ALDOT AWARDS	TAP NON-URBAN AREAS FAST	Z
22	TRANSPORTATION	TAP**	TA	Z302	TAP ALDOT AWARDS	TAP <200K FAST	Z
22	TRANSPORTATION	TAPHV	TAHV	Z301	TAP >200K HUNTSVILLE	TAP >200K FAST	Z
22	TRANSPORTATION	TAPMN	TAMN	Z301	TAP >200K MONTGOMERY	TAP >200K FAST	Z
22	TRANSPORTATION	TAP**	TA	Z300	TAP ALDOT AWARDS	TAP ANY AREA FAST	Z
22	TRANSPORTATION	TAPBH	TABH	Z301	TAP >200K BIRMINGHAM	TAP >200K FAST	Z
22	TRANSPORTATION	TAPPC	TAPC	Z301	TAP>200K PHENIX CITY	TAP >200K FAST	Z
22	TRANSPORTATION	TAPLL	TALL	Z301	TAP >200K LILLIAN	TAP >200K FAST	Z
22	TRANSPORTATION	TAPMB	TAMB	Z301	TAP >200K MOBILE	TAP >200K FAST	Z
23	NATIONAL FREIGHT NETWORK	FRT	FR	Z460	NATIONAL FREIGHT SYSTEM FAST	NATIONAL FREIGHT SYSTEM FAST	Z

Appendix C

Status Report for On-going Projects

Florida Projects

Project ID	Project	From	To	Improvement	Phase	2015-2020	2021-2025	2026-2030	2031-2040	Totals	Beyond 2040
2186053	Nine Mile Road (ESC)	Pine Forest Road (SR 297)	US 29 (SR 95)	Widen to 4 Lanes	CST	$ 13,679,054				$ 13,679,054	-
					PE	$ 331,192				$ 331,192	-
					ROW	$ 2,520,000				$ 2,520,000	-
					ENV	$ 113,135				$ 113,135	-
2186056	Nine Mile Road (ESC)	Beulah Road (CR 99)	I-10 (SR 8)	Widen to 4 Lane	DSB	$ 20,114,256				$ 20,114,256	-
					ENV	$ 135,135				$ 135,135	-
2186057	Nine Mile Road (ESC)	I-10 (SR 8)	Pine Forest Road (SR 297)	Widen to 4 Lane	DSB	$ 4,715,606				$ 4,715,606	-
				Provide multimodal	PE	$ 2,454,758				$ 2,454,758	-
4210111	Perdido Key (SR 292)	Alabama State Line	Innerarity Point Road	Improvement	ENV	$ 85,584				$ 85,584	-
					PE	$ 1,095,848				$ 1,095,848	-
					ROW		$ 1,708,150			$ 1,708,150	-
2186055	Nine Mile Road (ESC)	Mobile Highway	Beulah Road	Widen to 4 Lanes	CST/CEI			$ 16,961,910		$ 16,961,910	-
					ROW	$ 1,000,000				$ 1,000,000	-
					ROW	$ 3,248,000	$ -			$ 3,248,000	
					ENV	$ 222,864				$ 222,864	-
2184291	Burgess Road (ESC)	US29	Hilburn Road	Widen to 4 Lanes	CST/CEI		$ 22,860,000			$ 22,860,000	-
					ROW	$ 3,828,980				$ 3,828,980	-
2204401	US98 (SR30) (SRC)	Bayshore Drive	Portside Drive	Widen to 6 lanes	CST/CEI		$ 28,469,754			$ 28,469,754	-
					PE		$ 1,900,000			$ 1,900,000	-
					ROW		$ 400,000			$ 400,000	-
N/A	US 29 Connector (ESC)	Nine Mile Road (US90A)	Just North of I-10	Widen to 4 Lanes	CST/CEI		$ 10,200,000			$ 10,200,000	-
					PE		$ 4,980,432			$ 4,980,432	-
					ROW			$ 19,608,000		$ 19,608,000	-
2204364	US 90 (SRC)	Glover Lane / Old Highway 90	SR87 South	Widen to 4 lanes	CST/CEI					-	$30,065,800 (2041-2045)
					ROW		$ 15,000,000			$ 15,000,000	-
4210121	Blue Angel Parkway (ESC)	Sorrento Road	US98	Widen to 4 Lanes	CST/CEI			$ 23,650,000		$ 23,650,000	-
					PE	$ 793,940	$ 2,189,480			$ 2,983,420	-
					ROW			$ 7,844,793	$ 11,460,000	$ 19,304,793	-
2184932	Gulf Beach Highway (ESC)	Fairfield Drive	Navy Boulevard	Widen to 4 Lanes	CST/CEI				$ 32,888,521	$ 32,888,521	-
					PE	$ 1,657,349	$ 3,810,000			$ 5,467,349	-
					ROW			$ 1,190,409	$ 10,893,030	$ 12,083,439	-
2184933	Gulf Beach Highway (ESC)	Blue Angel Parkway	Fairfield Drive	Widen to 4 Lanes	CST/CEI						$9,914,040 (2046-2050)
					PE		$ 635,000			$ 635,000	-
N/A	Main Street (ESC)	Tarragona Street	Chase Street	2 Lane Improvement	CST/CEI		$ 2,910,156			$ 2,910,156	-
					PE		$ 317,500			$ 317,500	-
N/A	Main Street (ESC)	Barrancas Avenue	Clubbs Street	2 Lane Improvement	CST/CEI		$ 2,413,366		,	$ 2,413,366	-
N/A	Express Bus - Northeast (ESC/SRC)	Milton	Navy Federal Credit Union	New Bus Route/ Service	Capital			$ 5,100,000	$ 12,988,000	$ 18,088,000	-
N/A	Express Bus - Northwest (ESC/SRC)	Pensacola	Navy Federal Credit Union	New Bus Route/ Service	Capital			$ 3,000,000	$ 8,174,800	$ 11,174,800	-
				Major Intersection	ROW			$ 6,000,000		$ 6,000,000	-
2186202	Langley Avenue/Tippen (ESC)			Improvement	CST/CEI			$ 20,000,000		$ 20,000,000	-
					ROW				$ 5,000,000	$ 5,000,000	-
4210141	Pinestead Drive (ESC)	Wymart Road	US29	Widen to 4 Lanes	CST/CEI				$ 15,000,000	$ 15,000,000	-
					ROW			$ 3,000,000		$ 3,000,000	-
4210143	Longleaf Drive (ESC)	Pine Forest Drive	Wymart Road	Widen to 4 Lanes	CST/CEI				$ 8,200,000	$ 8,200,000	-
					PE			$ 675,000		$ 675,000	-
					ROW					-	$3,882,545 (2046-2050)
2204362	US90 (ESC)	Scenic Highway	Santa Rosa County Line	Widen to 6 lanes	CST/CEI					-	$8,929,853 (2046-2050)
					PE	$ 2,549,999		$ 10,500,000		$ 13,049,999	-
					ROW					-	$13,479,310 (2041-2045)
2204363	US90 (SRC)	Escambia County Line	Glover Lane / Old Highway 90	Widen to 6 lanes	CST/CEI					-	$31,002,413 (2046-2050)
					PE	$ 2,828,000	$ 3,556,000			$ 6,384,000	-
					ROW					-	$28,410,238 (2051-2055)
2204262	US98 (SR30) (SRC)	Portside Drive	SR87	Widen to 6 lanes	CST/CEI					-	$65,343,547 (2056-2060)
					PE		$ 3,810,000			$ 3,810,000	-
					ROW					-	$2,695,862 (2046-2050)
2204262	US98 (SR30) (SRC)	SR87	Okaloosa County Line	Widen to 6 lanes	CST/CEI					-	$6,200,483 (2051-2055)
				Major Intersection	PE	$ 1,254,675				$ 1,254,675	-
4378441	17th Avenue (ESC)	at Bayfront Parkway		Improvement	DSB	$ 24,371,000				$ 24,371,000	-
					PE			$ 1,950,000		$ 1,950,000	-
					ROW				$ 4,584,000	$ 4,584,000	-
N/A	Pine Forest Road (ESC)	I-10	Nine Mile Road	Widen to 4 Lanes	CST/CEI				$ 6,685,000	$ 6,685,000	-

Florida Projects

Project ID	Project	From	To	Improvement	Phase	2015-2020	2021-2025	2026-2030	2031-2040	Totals	Beyond 2040
					PE			$ 10,345,086		$ 10,345,086	-
					ROW					$ -	$17,241,808 (2056-2060)
N/A	Mobile Highway (ESC)	Nine Mile Road (US90A)	Godwin Lane	Widen to 4 Lanes	CST/CEI					$ -	$39,656,000 (2056-2060)
					PE			$ 1,650,000		$ 1,650,000	-
					ROW					$ -	$20,000,000 (2051-2055)
4210112	Sorrento Road (ESC)	Innerarity Point Road	Blue Angel Parkway	Widen to 4 Lanes	CST/CEI					$ -	$43,700,000 (2051-2055)
					PE			$ 1,500,000		$ 1,500,000	-
				Major Intersection	ROW					$ -	$3,750,000 (2051-2055)
N/A	US98 (SR30) (SRC)	At SR 399		Improvement	CST/CEI					$ -	$5,750,000 (2051-2055)
					PE				$ 6,797,690	$ 6,797,690	-
					ROW					$ -	$8,897,500 (2051-2055)
N/A	US98 (SR30) (ESC)	Florida-Alabama State Line	Blue Angel Parkway	Widen to 4 Lanes	CST/CEI					$ -	$20,400,000 (2051-2055)
					PE				$ 5,376,354	$ 5,376,354	-
					ROW					$ -	$9,400,000 (2056-2060)
N/A	Fairfield Drive (ESC)	Mobile Highway	Lillian Highway	Widen to 4 Lanes	CST/CEI					$ -	$10,790,250 (2056-2060)
					PE				$ 4,572,991	$ 4,572,991	-
					ROW					$ -	$5,985,590 (2061-2065)
N/A	Woodbine Road (SRC)	US90	Berryhill Road	Widen to 4 Lanes	CST/CEI					$ -	$13,766,857 (2061-2065)
					PE				$ 2,471,924	$ 2,471,924	-
					ROW					$ -	$3,354,454 (2061-2065)
N/A	Berryhill Road (SRC)	Woodbine Road	West Spencer Field Road	Widen to 3 Lanes	CST/CEI					$ -	$7,441,500 (2061-2065)
					PE	$ 500,000			$ 4,499,102	$ 4,999,102	-
					ROW					$ -	$1,177,753 (2056-2060)
4369021	Navarre Community Access Road (SRC)	Edgewood Drive	Whispering Pines Road	Construct new 2 lane facility	CST/CEI					$ -	$27,088,831 (2061-2065)
					PE				$ 303,690	$ 303,690	-
					ROW					$ -	$400,000 (2061-2065)
N/A	East Bay Boulevard (SRC)	SR87	Edgewood Drive	Enhanced 2 lane facility	CST/CEI					$ -	$915,000 (2061-2065)
					RRU	$ 762,650				$ 762,650	-
2204427	SR 87 (SRC)	2 Miles South of the Yellow River	CR 184	Widen to 4 Lanes	CST	$ 31,694,323				$ 31,694,323	-
					ROW	$ 2,620,416				$ 2,620,416	-
					RRU	$ 100,000				$ 100,000	-
2186031	US 29 (SR95) (ESC)	I-10 (SR 8)	North of Nine Mile Road (US90A)	Widen to 6 Lanes	CST	$ 36,719,640				$ 36,719,640	-
				Major Intersection							
2224762	I-10 (ESC)	At US29 (SR95)		Improvement (Phase 1)	CST	$ 7,723,800				$ 7,723,800	-
				Major Intersection	ROW		$ 1,922,780			$ 1,922,780	-
2224761	I-10 (ESC)	At US29 (SR95)		Improvement (Phase 2)	CST			$ 116,640,000		$ 116,640,000	-
					PE		$ 3,302,000			$ 3,302,000	-
				Construction of new	ROW					$ -	$17,064,616 (2041-2045)
4331131	Beulah Road Interchange (ESC)	At I-10		interchange	CST					$ -	$19,624,308 (2041-2045)
					PE	$ 1,525,000	$ 5,461,000			$ 6,986,000	-
					ROW					$ -	$5,500,000 (2041-2045)
4379051	I-10 (ESC)	Alabama State Line	US29 (SR95)	Widen to 6 lanes	CST					$ -	$64,200,000 (2041-2045)
					ROW					$ -	$9,221,044 (2041-2045)
4167482	SR87 North (SRC)	CR87A (Langley Street)	TPO Boundary	Widen to 4 lanes	CST					$ -	$18,442,088 (2041-2045)
					PE	$ 2,783,075	$ 7,874,240			$ 10,657,315	-
					ROW					$ -	$5,626,000 (2046-2050)
4167483	SR87 Connector (SRC)	US90	SR87 North	Construct new facility	CST					$ -	$120,410,000 (2046-2050)
					PE		$ 2,540,000			$ 2,540,000	-
					ROW					$ -	$7,922,248 (2056-2060)
N/A	I-10 (ESC)	US29	Davis Highway	Widen to 8 lanes	CST					$ -	$9,110,585 (2056-2060)
					PE			$ 4,650,000		$ 4,650,000	-
					ROW					$ -	$6,125,379 (2046-2050)
N/A	Blue Angel Parkway (ESC)	US98	Saufley Field Road	Widen to 4 lanes	CST					$ -	23,480,621 (2046-2050)
					PE			$ 3,000,000		$ 3,000,000	-
				Construction of new 4 lane	ROW					$ -	$19,156,621 (2041-2045)
N/A	US29 Connector (ESC)	Beulah Road Interchange	US29 (SR95)	facility	CST					$ -	$44,060,229 (2041-2045)
					DSB	$ 496,915,198				$ 496,915,198	-
4093341	SR 30 (US 98)	Phillip D. Beal Sr. Bridge Replacment over Pensacola Bay		Widen to 6 lanes	INC	$ 15,000,000				$ 15,000,000	-
					PE				$ 15,280,000	$ 15,280,000	
					ROW						$30,000,000 (2056-2060)
N/A	Nine Mile Road (ESC)	Vicinity of Beulah Road	East of I-10	Corridor Improvements	CST						$28,300,000 (2056-2060)

Florida Projects

Project ID	Project	From	To	Improvement	Phase	2015-2020	2021-2025	2026-2030	2031-2040	Totals	Beyond 2040

$0,000.00 = State and Federal Funds

$0,000.00 = PE Funds

$0,000.00 = Local Funds

Please note this status report will only be updated after the next Long Range Transportation Plan is adopted in November 2020.

Alabama Projects outside the TIP

Project ID	Project	From	To	Improvement	Phase	2015-2020	2021-2025	2026-2030	2031-2040	Totals
100040588	SR180 (Canal Road) (BAL)	Foley Beach Express	SR161	Widen to 5 lanes	ROW		$ 2,700,000			$ 2,700,000
100040589					UT		$ 7,515,430			$ 7,515,430
					CN		$ 6,543,111			$ 6,543,111
100063635	US98 (SR42) (BAL)	Hillcrest Road	Barclay Avenue	Add paved shoulders	PE		$ 20,000			$ 20,000
100063641					CN			$ 167,648		$ 167,648
N/A	US98 (SR42) (BAL)	Barclay Avenue	Alabama State Line	Add sidewalk	PE		$ 20,000			$ 20,000
N/A					CN				$ 472,563	$ 472,563
	CR99 (BAL)	Carrier Drive	Spanish Cove Drive	Add paved shoulders	PE					$ -
100063404					CN		$ 407,970			$ 407,970
N/A	CR99 (BAL)	Carrier Drive	Spanish Cove Drive	Add sidewalk	PE			$ 20,000		$ 20,000
N/A					CN				$ 735,690	$ 735,690
10063634	CR99 (BAL)	CR91	Carrier Drive	Add paved shoulders	PE		$ 20,000			$ 20,000
100063640					CN			$ 463,273		$ 463,273
100040568	SR180 (Canal Road) (BAL)	SR 59	Foley Beach Express	Widen to 5 lanes	CN		$ 12,954,947			$ 12,954,947
Local	Wolf Bay Bridge and Connector Roads (BAL)	SR 180 (Canal Road)	CR 20	Construct 2 lanes	CN		$ 64,800,000			$ 64,800,000

$0,000.00 = State and Federal Funds
$0,000.00 = PE Funds
$0,000.00 = Local Funds

Please note this status report will only be updated after the next Long Range Transportation Plan is adopted in November 2020.

Appendix D

Federally Obligated Projects for Fiscal Year 2018

Florida DOT federally authorized projects in FY 2018.

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ITEM NUMBER:218320 2 PROJECT DESCRIPTION:SR 292 S PACE BLVD R/R CROSSING NO. 663323B *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48050000 PROJECT LENGTH: .002MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHP	200,000
TOTAL 218320 2	**200,000**
TOTAL 218320 2	**200,000**

ITEM NUMBER:218493 2 PROJECT DESCRIPTION:SR 292 GULF BEACH HWY FROM SR 727 S FAIRFIELD DR TO SR 295 NAVY BLVD *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:PD&E/EMO STUDY
ROADWAY ID:48050000 PROJECT LENGTH: 1.892MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	474,009
TOTAL 218493 2	**474,009**
TOTAL 218493 2	**474,009**

ITEM NUMBER:218493 3 PROJECT DESCRIPTION:SR 292 SORRENTO RD/GULF BCH HWY FROM SR 173 BLUE ANGEL PKWY TO SR 727 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:PD&E/EMO STUDY
ROADWAY ID:48050000 PROJECT LENGTH: 3.324MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	943,598
TOTAL 218493 3	**943,598**
TOTAL 218493 3	**943,598**

ITEM NUMBER:218603 1 PROJECT DESCRIPTION:SR 95 (US 29) FROM SR 8 (I-10) TO N OF SR 10 (US 90A) 9 MILE ROAD *SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:ADD LANES & RECONSTRUCT
ROADWAY ID:48040000 PROJECT LENGTH: 2.632MI LANES EXIST/IMPROVED/ADDED: 3/ 3/ 1

FUND CODE	2018
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHPP	-39,506
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHPP	2,186,695
TOTAL 218603 1	**2,147,189**
TOTAL 218603 1	**2,147,189**

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ITEM NUMBER:221213 2 PROJECT DESCRIPTION:MEADOWS ROAD R/R CROSSING NO. 663200P *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48900006 PROJECT LENGTH: .002MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHP	200,000
TOTAL 221213 2	**200,000**
TOTAL 221213 2	**200,000**

ITEM NUMBER:221220 2 PROJECT DESCRIPTION:CITRUS STREET R/R CROSSING NO. 663264B *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48900010 PROJECT LENGTH: .230MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHP	200,000
TOTAL 221220 2	**200,000**
TOTAL 221220 2	**200,000**

ITEM NUMBER:221229 2 PROJECT DESCRIPTION:CR 297 W ROBERTS RD R/R CROSSING NO. 663239T *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48680000 PROJECT LENGTH: .002MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHP	200,000
TOTAL 221229 2	**200,000**
TOTAL 221229 2	**200,000**

ITEM NUMBER:221251 2 PROJECT DESCRIPTION:CR 97 R/R CROSSING NO. 663223-W *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48590000 PROJECT LENGTH: .002MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE	2018
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHP	200,000
TOTAL 221251 2	**200,000**
TOTAL 221251 2	**200,000**

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ITEM NUMBER:222476 1 PROJECT DESCRIPTION:SR 8 (I-10) @ SR 95 (US 29) INTERCHANGE *SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:INTERCHANGE - ADD LANES
ROADWAY ID:48260000 PROJECT LENGTH: 5.816MI LANES EXIST/IMPROVED/ADDED: 3/ 3/ 1

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHPP	1,410,986
TOTAL 222476 1	**1,410,986**
TOTAL 222476 1	**1,410,986**

ITEM NUMBER:222476 2 PROJECT DESCRIPTION:SR 8 (I-10) @ SR 95 (US 29) PH I IMPROVEMENTS *SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:INTERCHANGE - ADD LANES
ROADWAY ID:48260000 PROJECT LENGTH: 2.936MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 1

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NH	202,544
NHPP	12,952,992
TOTAL 222476 2	**13,155,536**
TOTAL 222476 2	**13,155,536**

ITEM NUMBER:222477 1 PROJECT DESCRIPTION:SR 8 (I-10) FROM SR 291 DAVIS HIGHWAY TO SR 10A (US 90) SCENIC *SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:ADD LANES & RECONSTRUCT
ROADWAY ID:48260000 PROJECT LENGTH: 2.740MI LANES EXIST/IMPROVED/ADDED: 6/ 6/ 2

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHPP	4,301,041
TOTAL 222477 1	**4,301,041**
TOTAL 222477 1	**4,301,041**

ITEM NUMBER:409334 1 PROJECT DESCRIPTION:SR 30 (US 98) PENSACOLA BAY BRIDGE NO. 480035 *SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48100000 PROJECT LENGTH: 4.172MI LANES EXIST/IMPROVED/ADDED: 4/ 2/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHBR	15,903,173
TOTAL 409334 1	**15,903,173**
TOTAL 409334 1	**15,903,173**

ITEM NUMBER:409792 7 PROJECT DESCRIPTION:SR 292 GULF BEACH HIGHWAY FROM MERRITT STREET TO SOUTH 3RD STREET *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:ADD THRU LANE(S)
ROADWAY ID:48050000 PROJECT LENGTH: .429MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 1

FUND CODE	2018
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	-365,430

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PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT

FUND CODE	2018
SU	111,386
TOTAL 409792 7	**-254,044**
TOTAL 409792 7	**-254,044**

ITEM NUMBER:412545 1 PROJECT DESCRIPTION:ESCAMBIA/SANTA ROSA COORD. TRAFFIC SIGNAL OPERATIONS *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:TRAFFIC SIGNALS
ROADWAY ID:48040000 PROJECT LENGTH: 3.644MI LANES EXIST/IMPROVED/ADDED: 6/ 0/ 0

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT

FUND CODE	2018
SU	-868

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY PENSACOLA, CITY OF

SU	-976
TOTAL 412545 1	**-1,844**
TOTAL 412545 1	**-1,844**

ITEM NUMBER:413479 1 PROJECT DESCRIPTION:CR 97A OVER BOGGY CREEK BRIDGE NO. 480105 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48503000 PROJECT LENGTH: .256MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT

FUND CODE	2018
BRTZ	211,551
TOTAL 413479 1	**211,551**
TOTAL 413479 1	**211,551**

ITEM NUMBER:425519 2 PROJECT DESCRIPTION:SR 97 OVER SANDY HOLLOW CREEK BRIDGE NO. 480018 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48130000 PROJECT LENGTH: .008MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT

FUND CODE	2018
NHBR	24,545
SABR	-42,214

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT

NHBR	3,492,115
TOTAL 425519 2	**3,474,446**
TOTAL 425519 2	**3,474,446**

ITEM NUMBER:425745 5 PROJECT DESCRIPTION:CR 295A FROM SR 30 (US 98) W NAVY TO CR 298A W JACKSON ST *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:SIDEWALK
ROADWAY ID:48560000 PROJECT LENGTH: .850MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA BOCC

FUND CODE	2018
CM	134,248

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PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT

CM	5,000
TOTAL 425745 5	**139,248**
TOTAL 425745 5	**139,248**

ITEM NUMBER:426951 1 PROJECT DESCRIPTION:SR 727/SR 295 FROM SR 10A (US 90) TO SR 292 N PACE BLVD *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RESURFACING
ROADWAY ID:48004000 PROJECT LENGTH: 2.308MI LANES EXIST/IMPROVED/ADDED: 5/ 5/ 0

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT

FUND CODE	2018
NHRE	-3,736
TOTAL 426951 1	**-3,736**
TOTAL 426951 1	**-3,736**

ITEM NUMBER:426953 1 PROJECT DESCRIPTION:SR 291 DAVIS HWY FROM N OF SR 295 FAIRFIELD TO N OF LANGLEY AVE *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RESURFACING
ROADWAY ID:48070000 PROJECT LENGTH: 2.616MI LANES EXIST/IMPROVED/ADDED: 6/ 6/ 0

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT

FUND CODE	2018
NHRE	610,118
SA	1,911,999
TOTAL 426953 1	**2,522,117**
TOTAL 426953 1	**2,522,117**

ITEM NUMBER:427509 2 PROJECT DESCRIPTION:HECKER STREET CROSSING NO. 339631S R/R CROSSING *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48000000 PROJECT LENGTH: .100MI LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT

FUND CODE	2018
RHH	-212,202
TOTAL 427509 2	**-212,202**
TOTAL 427509 2	**-212,202**

ITEM NUMBER:427509 3 PROJECT DESCRIPTION:MCKENZIE ROAD CROSSING NO. 339665L R/R CROSSING *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48000132 PROJECT LENGTH: .007MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT

FUND CODE	2018
RHH	-42,252
TOTAL 427509 3	**-42,252**
TOTAL 427509 3	**-42,252**

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ITEM NUMBER:427509 4 PROJECT DESCRIPTION:WILLIAMS DITCH RD CROSSING NO. 339669N R/R CROSSING *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48000092 PROJECT LENGTH: .002MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE	2018
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHH	-203,848
TOTAL 427509 4	**-203,848**
TOTAL 427509 4	**-203,848**

ITEM NUMBER:427509 5 PROJECT DESCRIPTION:CR 749 CHEMSTRAND RD CROSSING NO. 339687L R/R CROSSING *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48620000 PROJECT LENGTH: .010MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE	2018
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHH	-208,441
TOTAL 427509 5	**-208,441**
TOTAL 427509 5	**-208,441**

ITEM NUMBER:427509 6 PROJECT DESCRIPTION:EAST ENSLEY RD CROSSING NO. 339697L R/R CROSSING *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48000000 PROJECT LENGTH: .010MI LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2018
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHH	-181,908
TOTAL 427509 6	**-181,908**
TOTAL 427509 6	**-181,908**

ITEM NUMBER:427509 7 PROJECT DESCRIPTION:OAKFIELD RD CROSSING NO. 339702K R/R CROSSING *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48000000 PROJECT LENGTH: .100MI LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2018
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHH	-57,671
TOTAL 427509 7	**-57,671**
TOTAL 427509 7	**-57,671**

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ITEM NUMBER:428846 1 PROJECT DESCRIPTION:SR 296 BAYOU BLVD FROM BAISDEN ROAD TO SR 10A (US 90) *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RESURFACING
ROADWAY ID:48012000 PROJECT LENGTH: 2.212MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SA	1,754,299
TOTAL 428846 1	**1,754,299**
TOTAL 428846 1	**1,754,299**

ITEM NUMBER:429309 2 PROJECT DESCRIPTION:MARKET STREET R/R CROSSING NO. 663340S *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48900012 PROJECT LENGTH: .538MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHP	200,000
TOTAL 429309 2	**200,000**
TOTAL 429309 2	**200,000**

ITEM NUMBER:429309 3 PROJECT DESCRIPTION:ANDREW AVENUE R/R CROSSING NO. 663341Y *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48900013 PROJECT LENGTH: .336MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHP	200,000
TOTAL 429309 3	**200,000**
TOTAL 429309 3	**200,000**

ITEM NUMBER:429309 4 PROJECT DESCRIPTION:NORTH S STREET R/R CROSSING NO. 663342F *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48900014 PROJECT LENGTH: .331MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHP	200,000
TOTAL 429309 4	**200,000**
TOTAL 429309 4	**200,000**

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ITEM NUMBER:429311 4 PROJECT DESCRIPTION:WEST HOPE DRIVE R/R CROSSING NO. 663248S *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48500005 PROJECT LENGTH: .200MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHP	200,000
TOTAL 429311 4	**200,000**
TOTAL 429311 4	**200,000**

ITEM NUMBER:429311 5 PROJECT DESCRIPTION:WEST HANNAH STREET R/R CROSSING NO. 663245W *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48900007 PROJECT LENGTH: .264MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHP	200,000
TOTAL 429311 5	**200,000**
TOTAL 429311 5	**200,000**

ITEM NUMBER:429311 6 PROJECT DESCRIPTION:W PINESTEAD ROAD R/R CROSSING NO. 663253N *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48900008 PROJECT LENGTH: .277MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHP	200,000
TOTAL 429311 6	**200,000**
TOTAL 429311 6	**200,000**

ITEM NUMBER:429311 7 PROJECT DESCRIPTION:OLD FAIRFIELD DRIVE R/R CROSSING NO. 663260Y *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48900009 PROJECT LENGTH: .194MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHP	200,000
TOTAL 429311 7	**200,000**
TOTAL 429311 7	**200,000**

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ITEM NUMBER:429311 8 PROJECT DESCRIPTION:SOUTH E STREET R/R CROSSING NO. 663293L *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48900011 PROJECT LENGTH: .073MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHP	200,000
TOTAL 429311 8	**200,000**
TOTAL 429311 8	**200,000**

ITEM NUMBER:429670 4 PROJECT DESCRIPTION:CR 196 FROM CR 97 CR 99 SOUTH HWY 99 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:PAVE SHOULDERS
ROADWAY ID:48210500 PROJECT LENGTH: 2.436MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
HSP	-7,606
TOTAL 429670 4	**-7,606**
TOTAL 429670 4	**-7,606**

ITEM NUMBER:430002 1 PROJECT DESCRIPTION:12TH AVENUE BAYOU TEXAR BRIDGE BRIDGE NO. 485005 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48523000 PROJECT LENGTH: .404MI LANES EXIST/IMPROVED/ADDED: 4/ 4/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHBR	-19,783
TOTAL 430002 1	**-19,783**
TOTAL 430002 1	**-19,783**

ITEM NUMBER:430465 1 PROJECT DESCRIPTION:CR 196 OVER JACKS BRANCH BRIDGE NO. 480088 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48643000 PROJECT LENGTH: .021MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	-3,711
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	4,851
SL	112,682
TOTAL 430465 1	**113,822**
TOTAL 430465 1	**113,822**

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ITEM NUMBER:430466 1 PROJECT DESCRIPTION:CR 99 OVER PINE BARREN CREEK BRIDGE NO. 480098 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48520000 PROJECT LENGTH: .200MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	4,078,503
TOTAL 430466 1	**4,078,503**
TOTAL 430466 1	**4,078,503**

ITEM NUMBER:430467 1 PROJECT DESCRIPTION:DORTCH ROAD OVER BEAVER DAM CREEK BRIDGE NO. 484017 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48000136 PROJECT LENGTH: .105MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	-11,423
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	752,977
TOTAL 430467 1	**741,554**
TOTAL 430467 1	**741,554**

ITEM NUMBER:430468 1 PROJECT DESCRIPTION:O C PHILLIPS ROAD OVER BRUSHY CREEK BRIDGE NO. 484029 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48000079 PROJECT LENGTH: .015MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	357
TOTAL 430468 1	**357**
TOTAL 430468 1	**357**

ITEM NUMBER:430469 1 PROJECT DESCRIPTION:CR 99A OVER BOGGY CREEK BRIDGE NO. 484030 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48000003 PROJECT LENGTH: .228MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	-12,500
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	2,407,843
TOTAL 430469 1	**2,395,343**
TOTAL 430469 1	**2,395,343**

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ITEM NUMBER:430470 1 PROJECT DESCRIPTION:SANDY HOLLOW ROAD OVER SANDY HOLLOW CREEK BRIDGE NO. 484051 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48000137 PROJECT LENGTH: .084MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	296,739
TOTAL 430470 1	**296,739**
TOTAL 430470 1	**296,739**

ITEM NUMBER:430471 1 PROJECT DESCRIPTION:BLUFF SPRINGS RD OVER PRITCHETT MILL BRIDGE NO. 484052 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48000143 PROJECT LENGTH: .111MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	1,350
TOTAL 430471 1	**1,350**
TOTAL 430471 1	**1,350**

ITEM NUMBER:430472 1 PROJECT DESCRIPTION:PATRICIA DRIVE OVER BAYOU MARCUS CREEK BRIDGE NO. 484069 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48000021 PROJECT LENGTH: .208MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	-91,776
SA	6,716
TOTAL 430472 1	**-85,060**
TOTAL 430472 1	**-85,060**

ITEM NUMBER:430785 1 PROJECT DESCRIPTION:SR 10A (US 90) MOBILE HWY FROM EDISON DRIVE TO LYNCH STREET *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RESURFACING
ROADWAY ID:48020000 PROJECT LENGTH: 1.717MI LANES EXIST/IMPROVED/ADDED: 6/ 6/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
HSP	-72,386
NHRE	-96,507
SA	80,192
TOTAL 430785 1	**-88,701**
TOTAL 430785 1	**-88,701**

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ITEM NUMBER:431785 1 PROJECT DESCRIPTION:SR 742 CREIGHTON RD @ SR 289 9TH AVENUE INTERSECTION *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:ADD TURN LANE(S)
ROADWAY ID:48013000 PROJECT LENGTH: .189MI LANES EXIST/IMPROVED/ADDED: 4/ 0/ 1

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	112,662
TOTAL 431785 1	**112,662**
TOTAL 431785 1	**112,662**

ITEM NUMBER:432286 1 PROJECT DESCRIPTION:HANKS ROAD OVER BREASTWORKS CREEK BRIDGE NO. 484020 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48000122 PROJECT LENGTH: .225MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SN	29,934
TOTAL 432286 1	**29,934**
TOTAL 432286 1	**29,934**

ITEM NUMBER:432539 1 PROJECT DESCRIPTION:SR 10A (US 90) FROM V STREET TO SR 292 PACE BLVD *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RESURFACING
ROADWAY ID:48020000 PROJECT LENGTH: .453MI LANES EXIST/IMPROVED/ADDED: 4/ 4/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHRE	-46,859
SA	-5,375
TOTAL 432539 1	**-52,234**
TOTAL 432539 1	**-52,234**

ITEM NUMBER:433113 1 PROJECT DESCRIPTION:SR 8 (I-10) @ CR 99 BEULAH ROAD *SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:INTERCHANGE JUSTIFICA/MODIFICA
ROADWAY ID:48260000 PROJECT LENGTH: 2.750MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	91,998
TOTAL 433113 1	**91,998**
TOTAL 433113 1	**91,998**

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ITEM NUMBER:433448 1 PROJECT DESCRIPTION:SR 10A (US 90) MOBILE HWY @ WOODSIDE DRIVE INTERSECTION *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:ADD TURN LANE(S)
ROADWAY ID:48020000 PROJECT LENGTH: .250MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 1

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	44,595
TOTAL 433448 1	**44,595**
TOTAL 433448 1	**44,595**

ITEM NUMBER:433577 2 PROJECT DESCRIPTION:CR 296 SAUFLEY FIELD FROM NAS ENTRANCE TO W OF SR 10A (US 90) MOBILE *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:SIDEWALK
ROADWAY ID:48610000 PROJECT LENGTH: 2.143MI LANES EXIST/IMPROVED/ADDED: 1/ 0/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
TALT	20,113
TALU	10,567
TOTAL 433577 2	**30,680**
TOTAL 433577 2	**30,680**

ITEM NUMBER:433672 1 PROJECT DESCRIPTION:EL CAMINO DRIVE R/R CROSSING CROSSING NO. 877547S *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48000000 PROJECT LENGTH: .100MI LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2018
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHH	-250,266
TOTAL 433672 1	**-250,266**
TOTAL 433672 1	**-250,266**

ITEM NUMBER:433672 2 PROJECT DESCRIPTION:ARCHER ROAD R/R CROSSING CROSSING NO. 339680N *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48000000 PROJECT LENGTH: .100MI LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2018
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHH	-248,790
TOTAL 433672 2	**-248,790**
TOTAL 433672 2	**-248,790**

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ITEM NUMBER:433672 3 PROJECT DESCRIPTION:EAST POND STREET R/R CROSSING CROSSING NO. 339633F *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48000000 PROJECT LENGTH: .100MI LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2018
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHH	-75,169
TOTAL 433672 3	**-75,169**
TOTAL 433672 3	**-75,169**

ITEM NUMBER:433904 1 PROJECT DESCRIPTION:CR 182 OVER PENASULA CREEK BRIDGE NO. 480115 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48640000 PROJECT LENGTH: .113MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	909,379
SL	6,943
TOTAL 433904 1	**916,322**
TOTAL 433904 1	**916,322**

ITEM NUMBER:433905 1 PROJECT DESCRIPTION:BRATT ROAD OVER CANOE CREEK BRIDGE NO. 484050 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48512000 PROJECT LENGTH: .023MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	-9,354
TOTAL 433905 1	**-9,354**
TOTAL 433905 1	**-9,354**

ITEM NUMBER:434611 1 PROJECT DESCRIPTION:SR 95 (US 29) FROM N OF SR 10 (US 90) TO S OF CR 184 MUSCOGEE ROAD *SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RESURFACING
ROADWAY ID:48040000 PROJECT LENGTH: 5.313MI LANES EXIST/IMPROVED/ADDED: 4/ 4/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
EB	3,332
NHRE	-483,081
SA	323,173
TOTAL 434611 1	**-156,576**
TOTAL 434611 1	**-156,576**

ITEM NUMBER:436251 2 PROJECT DESCRIPTION:CR 292A GULF BEACH HWY FROM PONTE VERDE RD TO LONGWOOD DR FLOOD 2014 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:EMERGENCY OPERATIONS
ROADWAY ID:48540000 PROJECT LENGTH: .255MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA COUNTY BOARD OF COUNTY	
ER14	-12,208

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ER14	25,591
TOTAL 436251 2	**13,383**
TOTAL 436251 2	**13,383**

ITEM NUMBER:436252 2 PROJECT DESCRIPTION:EAST JOHNSON AVE FROM M.P. .703 TO 1.178 SPRING FLOOD APRIL 2014 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:EMERGENCY OPERATIONS
ROADWAY ID:48000011 PROJECT LENGTH: .475MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA COUNTY BOARD OF COUNTY	
ER14	26,329
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ER14	66,627
TOTAL 436252 2	**92,956**
TOTAL 436252 2	**92,956**

ITEM NUMBER:436272 1 PROJECT DESCRIPTION:SR30/298 (US 98) LILLIAN HWY FROM PERDIDO BAY BR TO CR 297 DOG TRK RD *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RESURFACING
ROADWAY ID:48110000 PROJECT LENGTH: 3.412MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
CM	205,235
NHRE	1,730,085
SA	74,706
TOTAL 436272 1	**2,010,026**
TOTAL 436272 1	**2,010,026**

ITEM NUMBER:436282 1 PROJECT DESCRIPTION:SR 10A (US 90) SCENIC HWY S OF SR 8 (I-10) SPRING FLOOD APRIL 2014 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:EMERGENCY OPERATIONS
ROADWAY ID:48020000 PROJECT LENGTH: .003MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ER14	-22,160
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ER14	-172,629
TOTAL 436282 1	**-194,789**
TOTAL 436282 1	**-194,789**

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ITEM NUMBER:436287 1 PROJECT DESCRIPTION:SR 10A (US 90) SCENIC HWY AT SCENIC HWY CIR SPRING FLOOD APRIL 2014 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:EMERGENCY OPERATIONS
ROADWAY ID:48020000 PROJECT LENGTH: .200MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ER14	102,506
TOTAL 436287 1	**102,506**
TOTAL 436287 1	**102,506**

ITEM NUMBER:436719 1 PROJECT DESCRIPTION:SR 295 NEW WARRINGTON RD @ CR 298A JACKSON ST INTERSECTION *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:ADD TURN LANE(S)
ROADWAY ID:48080000 PROJECT LENGTH: .228MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 1

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	-11,532
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
EB	5,919
SU	49,705
TOTAL 436719 1	**44,092**
TOTAL 436719 1	**44,092**

ITEM NUMBER:436720 1 PROJECT DESCRIPTION:SR 292 GULF BEACH HWY @ SR 727 FAIRFIELD DR INTERSECTION *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:ADD TURN LANE(S)
ROADWAY ID:48050000 PROJECT LENGTH: .082MI LANES EXIST/IMPROVED/ADDED: 1/ 0/ 1

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
CM	1,348
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	-18,953
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
HSP	15,788
SU	509,738
TOTAL 436720 1	**507,921**
TOTAL 436720 1	**507,921**

ITEM NUMBER:437080 1 PROJECT DESCRIPTION:SR 8A (I-110) FROM SR 30 (US 98) EAST CHASE STREET TO SR 8 (I-10) *SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:CORRIDOR/SUBAREA PLANNING
ROADWAY ID:48270000 PROJECT LENGTH: 6.341MI LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHPP	252,679
TOTAL 437080 1	**252,679**
TOTAL 437080 1	**252,679**

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ITEM NUMBER:437085 1 PROJECT DESCRIPTION:BAUER ROAD FROM CR 292A GULF BEACH HWY TO SR 292 SORRENTO ROAD *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:PAVE SHOULDERS
ROADWAY ID:48000128 PROJECT LENGTH: 1.306MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA COUNTY BOARD OF COUNTY	
TALU	-3,325
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
TALU	-784
TOTAL 437085 1	**-4,109**
TOTAL 437085 1	**-4,109**

ITEM NUMBER:437178 1 PROJECT DESCRIPTION:SR 289 9TH AVENUE OVER CARPENTERS CREEK BRIDGE 480092 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48003000 PROJECT LENGTH: .009MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHBR	457,094
TOTAL 437178 1	**457,094**
TOTAL 437178 1	**457,094**

ITEM NUMBER:437746 1 PROJECT DESCRIPTION:SR 95 (US 29) FROM S OF CR 184 MUSCOGEE RD TO SR 97 ATMORE HWY *SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RESURFACING
ROADWAY ID:48040000 PROJECT LENGTH: 9.007MI LANES EXIST/IMPROVED/ADDED: 4/ 4/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SA	331,530
TOTAL 437746 1	**331,530**
TOTAL 437746 1	**331,530**

ITEM NUMBER:438113 1 PROJECT DESCRIPTION:CR 453 N "W" STREET FROM SR 30 (US 98) NAVY BLVD TO BUDDYS LN *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:SIDEWALK
ROADWAY ID:48511000 PROJECT LENGTH: .346MI LANES EXIST/IMPROVED/ADDED: 4/ 0/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA BOCC	
TALU	-11,140
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SA	-17
TALU	-1,263
TOTAL 438113 1	**-12,420**
TOTAL 438113 1	**-12,420**

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ITEM NUMBER:438276 1 PROJECT DESCRIPTION:SR 291 N DAVIS HWY @ UNIVERSITY PKWY INTERSECTION *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:TRAFFIC SIGNAL UPDATE
ROADWAY ID:48070000 PROJECT LENGTH: .134MI LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
HSP	-26,840
TOTAL 438276 1	**-26,840**
TOTAL 438276 1	**-26,840**

ITEM NUMBER:439561 1 PROJECT DESCRIPTION:SR 289 N 9TH AVE FROM SACRED HEART ENTRANCE TO SR 742 CREIGHTON RD *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:LIGHTING
ROADWAY ID:48003000 PROJECT LENGTH: 1.842MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
HSP	12,301
TOTAL 439561 1	**12,301**
TOTAL 439561 1	**12,301**

ITEM NUMBER:439561 2 PROJECT DESCRIPTION:SR 289 N 9TH AVE FROM SACRED HEART ENTRANCE TO SR 742 CREIGHTON RD *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:LIGHTING
ROADWAY ID:48003000 PROJECT LENGTH: 1.842MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE	
HSP	371,080
TOTAL 439561 2	**371,080**
TOTAL 439561 2	**371,080**

ITEM NUMBER:439573 2 PROJECT DESCRIPTION:SR 292 BARRANCAS AVE FROM S 2ND ST TO W HERMAN AVE *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:LIGHTING
ROADWAY ID:48050000 PROJECT LENGTH: 6.615MI LANES EXIST/IMPROVED/ADDED: 4/ 2/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY GULF POWER COMPANY	
RED	264,306
TOTAL 439573 2	**264,306**
TOTAL 439573 2	**264,306**

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ITEM NUMBER:439584 2 PROJECT DESCRIPTION:SR 295 S NAVY BLVD FROM SUNSET AVE TO SR 294 CHIEFS WAY *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:LIGHTING
ROADWAY ID:48080000 PROJECT LENGTH: 1.721MI LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE	
HSP	348,833
TOTAL 439584 2	**348,833**
TOTAL 439584 2	**348,833**

ITEM NUMBER:439585 2 PROJECT DESCRIPTION:SR 298 LILLIAN HWY FROM N 69TH AVE TO N 57TH AVE *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:LIGHTING
ROADWAY ID:48110000 PROJECT LENGTH: .831MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE	
RED	86,010
TOTAL 439585 2	**86,010**
TOTAL 439585 2	**86,010**

ITEM NUMBER:440889 1 PROJECT DESCRIPTION:CR 453 N "W" STREET R/R CROSSING NO. 669372T *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:48511000 PROJECT LENGTH: .002MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHP	200,000
TOTAL 440889 1	**200,000**
TOTAL 440889 1	**200,000**

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ITEM NUMBER:416748 3 PROJECT DESCRIPTION:SR 87S / SR 87N CONNECTOR NEW ALIGNMENT *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:PD&E/EMO STUDY
ROADWAY ID:58010000 PROJECT LENGTH: 13.949MI LANES EXIST/IMPROVED/ADDED: 4/ 4/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
S129	654
TOTAL 416748 3	**654**
TOTAL 416748 3	**654**

ITEM NUMBER:416748 8 PROJECT DESCRIPTION:SR 87 NEW CONNECTOR FROM SR 10 (US 90) TO CR 191 MUNSON HWY *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:NEW ROAD CONSTRUCTION
ROADWAY ID:58000000 PROJECT LENGTH: 3.500MI LANES EXIST/IMPROVED/ADDED: 0/ 0/ 2

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	1,457,010
TOTAL 416748 8	**1,457,010**
TOTAL 416748 8	**1,457,010**

ITEM NUMBER:421644 1 PROJECT DESCRIPTION:SR 30 (US 98) FROM PENSACOLA BAY BRIDGE TO THE ZOO ENTRANCE *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:RESURFACING
ROADWAY ID:58030000 PROJECT LENGTH: 12.777MI LANES EXIST/IMPROVED/ADDED: 7/ 7/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
EB	-9,249
TOTAL 421644 1	**-9,249**
TOTAL 421644 1	**-9,249**

ITEM NUMBER:422907 1 PROJECT DESCRIPTION:SR 10 (US 90) OVER MACAVIS BAYOU BRIDGE NO. 580013 *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:58010000 PROJECT LENGTH: .507MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SABR	-487,126
TOTAL 422907 1	**-487,126**
TOTAL 422907 1	**-487,126**

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ITEM NUMBER:429865 1 PROJECT DESCRIPTION:SR 87 STEWART STREET @ CR 191 MUNSON HIGHWAY INTERSECTION *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:ADD RIGHT TURN LANE(S)
ROADWAY ID:58050000 PROJECT LENGTH: .063MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 1

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	-171,038
TOTAL 429865 1	**-171,038**
TOTAL 429865 1	**-171,038**

ITEM NUMBER:431883 1 PROJECT DESCRIPTION:SR 30 (US 98) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS *SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:CORRIDOR/SUBAREA PLANNING
ROADWAY ID:58030000 PROJECT LENGTH: 2.879MI LANES EXIST/IMPROVED/ADDED: 4/ 0/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SA	225,000
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SA	52,969
SU	2,316
TOTAL 431883 1	**280,285**
TOTAL 431883 1	**280,285**

ITEM NUMBER:431883 2 PROJECT DESCRIPTION:SR 10 (US 90) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:MISCELLANEOUS CONSTRUCTION
ROADWAY ID:58010000 PROJECT LENGTH: 7.823MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SA	225,000
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SA	-44,190
SU	41,239
TOTAL 431883 2	**222,049**
TOTAL 431883 2	**222,049**

ITEM NUMBER:431883 3 PROJECT DESCRIPTION:SR 30 (US 98) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS *SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:MISCELLANEOUS CONSTRUCTION
ROADWAY ID:58030000 PROJECT LENGTH: 2.837MI LANES EXIST/IMPROVED/ADDED: 4/ 0/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SA	285,352
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	12,118
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	1,272,873
TOTAL 431883 3	**1,570,343**
TOTAL 431883 3	**1,570,343**

ITEM NUMBER:431883 4 PROJECT DESCRIPTION:SR 10 (US 90) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:MISCELLANEOUS CONSTRUCTION
ROADWAY ID:58010000 PROJECT LENGTH: 6.503MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	359,459
TOTAL 431883 4	**359,459**
TOTAL 431883 4	**359,459**

ITEM NUMBER:431883 5 PROJECT DESCRIPTION:SR 30 (US 98) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS *SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:MISCELLANEOUS CONSTRUCTION
ROADWAY ID:58030000 PROJECT LENGTH: 15.428MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	63,717
TOTAL 431883 5	**63,717**
TOTAL 431883 5	**63,717**

ITEM NUMBER:432554 1 PROJECT DESCRIPTION:SR 4 FROM ESCAMBIA RIVER BRIDGE TO CR 87A *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:RESURFACING
ROADWAY ID:58080000 PROJECT LENGTH: 8.821MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SN	49,024
TOTAL 432554 1	**49,024**
TOTAL 432554 1	**49,024**

ITEM NUMBER:432736 1 PROJECT DESCRIPTION:SR 8 (I-10) FROM EAST OF SR 87 TO OKALOOSA COUNTY LINE *SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:RESURFACING
ROADWAY ID:58002000 PROJECT LENGTH: 10.673MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHPP	9,469,091
TOTAL 432736 1	**9,469,091**
TOTAL 432736 1	**9,469,091**

ITEM NUMBER:433573 1 PROJECT DESCRIPTION:SR 30 (US 98) NAVARRE PKWY PEDESTRIAN OVERPASS *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:PEDESTRIAN SAFETY IMPROVEMENT
ROADWAY ID:58030000 PROJECT LENGTH: .056MI LANES EXIST/IMPROVED/ADDED: 4/ 0/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	-3,632

TALT	-19,939
TOTAL 433573 1	**-23,571**
TOTAL 433573 1	**-23,571**

ITEM NUMBER:433575 2 PROJECT DESCRIPTION:BLACKWATER HERITAGE TRAIL CONNECTOR SIDEWALKS *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:SIDEWALK
ROADWAY ID:58000000 PROJECT LENGTH: .750MI LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
TALU	500
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY SANTA ROSA COUNTY BOARD	
TALU	132,795
TOTAL 433575 2	**133,295**
TOTAL 433575 2	**133,295**

ITEM NUMBER:433576 1 PROJECT DESCRIPTION:SR 4 FROM MAX LANE TO TOWN OF JAY CITY HALL *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:SIDEWALK
ROADWAY ID:58080000 PROJECT LENGTH: .397MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
TALT	-8,333
TALU	-4,427
TOTAL 433576 1	**-12,760**
TOTAL 433576 1	**-12,760**

ITEM NUMBER:434668 1 PROJECT DESCRIPTION:SR 399 AND SR 30 (US 98) RAMPS RESURFACING *SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:RESURFACING
ROADWAY ID:58140000 PROJECT LENGTH: .557MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SA	153,554
TOTAL 434668 1	**153,554**
TOTAL 434668 1	**153,554**

ITEM NUMBER:435816 1 PROJECT DESCRIPTION:SR 10 (US 90) OVER SIMPSON RIVER BRIDGE NO. 580056 & 580108 *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:58010000 PROJECT LENGTH: .204MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHBR	871,978
TOTAL 435816 1	**871,978**
TOTAL 435816 1	**871,978**

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ITEM NUMBER:436985 1 PROJECT DESCRIPTION:KING MIDDLE SCHOOL SIDEWALK CONNECTION *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:SIDEWALK
ROADWAY ID:58900001 PROJECT LENGTH: 1.150MI LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2018
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY SANTA ROSA COUNTY BOCC	
TALU	96,663
TOTAL 436985 1	**96,663**
TOTAL 436985 1	**96,663**

ITEM NUMBER:437087 2 PROJECT DESCRIPTION:GLOVER LANE FROM HAMILTON BRIDGE ROAD TO HOBBS MIDDLE SCHOOL SIDEWALKS *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:SIDEWALK
ROADWAY ID:58900005 PROJECT LENGTH: .579MI LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
TALU	603
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
TALU	1,000
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY SANTA ROSA COUNTY BOCC	
TALU	139,277
TOTAL 437087 2	**140,880**
TOTAL 437087 2	**140,880**

ITEM NUMBER:440915 1 PROJECT DESCRIPTION:SR 10 (US 90) CAROLINE STREET FROM GLOVER LANE TO SR 87N STEWART ST *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:ADD LANES & RECONSTRUCT
ROADWAY ID:58010000 PROJECT LENGTH: 1.423MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 2

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	314,658
TOTAL 440915 1	**314,658**
TOTAL 440915 1	**314,658**
TOTAL DIST: 03	**75,067,042**
TOTAL HIGHWAYS	**75,067,042**

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PLANNING
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ITEM NUMBER:439321 1 PROJECT DESCRIPTION:FLORIDA-ALABAMA TPO FY 2016/2017-2017/2018 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:TRANSPORTATION PLANNING
ROADWAY ID: PROJECT LENGTH: .000 LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY WEST FLORIDA REGIONAL PLANNING	
PL	409,886
TOTAL 439321 1	**409,886**
TOTAL 439321 1	**409,886**

ITEM NUMBER:439321 2 PROJECT DESCRIPTION:FLORIDA-ALABAMA TPO FY 2018/2019-2019/2020 UPWP *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:TRANSPORTATION PLANNING
ROADWAY ID: PROJECT LENGTH: .000 LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE	
PL	340,027
TOTAL 439321 2	**340,027**
TOTAL 439321 2	**340,027**
TOTAL DIST: 03	**749,913**
TOTAL PLANNING	**749,913**

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TRANSIT

ITEM NUMBER:421733 1 PROJECT DESCRIPTION:ESCAMBIA CO ECAT 5307 CAPITAL FLEX PREVENTIVE MAINTENANCE *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:CAPITAL FOR FIXED ROUTE
ROADWAY ID: PROJECT LENGTH: .000 LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2018
PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE	
SU	300,000
TOTAL 421733 1	**300,000**
TOTAL 421733 1	**300,000**
TOTAL DIST: 03	**300,000**
TOTAL TRANSIT	**300,000**

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MISCELLANEOUS

ITEM NUMBER:436511 3 PROJECT DESCRIPTION:ESCAMBIA COUNTY FERRY LANDING @ QUIETWATER BEACH PH II *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:FERRY BOAT/WATER TAXI
ROADWAY ID: PROJECT LENGTH: .000 LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2018
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
PLH	1,000
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE	
PLH	231,500
TOTAL 436511 3	**232,500**
TOTAL 436511 3	**232,500**
TOTAL DIST: 03	**232,500**
TOTAL MISCELLANEOUS	**232,500**
GRAND TOTAL	76,349,455

Alabama DOT authorized project in FY 2018.

Authorized Projects

Sponsor: ALDOT

Program	Table No.	FA Nbr.	Project Number	Scope	Project Description	Project Length (miles)	Start Date	Type of Work	Estimated Cost
STATO	7	ST-002-999-006 ( )	100066949	RW	CONNECTOR FROM SR-180 TO FOLEY BEACH EXPRESS BRIDGING OVER THE INTRACOASTAL WATERWAY	5.460	01/01/2018	GRADE, DRAIN, BASE, PAVE AND BRG	$7,000,000
NH	3	NH 0182(506)	100066637	FM	RESURFACING AND STRIPING ON SR-182 FROM THE WEST END OF PERDIDO PASS BRIDGE TO THE FLORIDA STATE LINE	2.245	11/02/2018	PREVENTATIVE MAINTENANCE LEVEL 2	$1,357,982
STATE	7	ST-002-999-009 ( )	100068299	CN	TO PAY THE CITY OF ORANGE BEACH FOR THE RESURFACING OF SR-180 FROM EAST OF SR-161 INTERSECTION TO THE END OF THE ROUTE	3.804	07/15/2018	UNCLASSIFIED	$625,000

Public Transportation federally authorized projects in FY 2018.

Quarterly FTA reporting - 4th quarter, 2018

Grant #	Unliquidated Balance
5307-grants	
X728 - FY2010	$ 34,350
X759 - FY2011	$ 224,026
X804 - FY2012	$ 411,325
X825 - FY2013	$ 36,044
X848 - FY2014	$ 156,919
X877 - FY2015	$ 1,185,383
X919 - FY2016	$ 31,678
X938 - FY2017	$ 151,838
X088 - FY2018	$ 365,008
State of good repair grant	
FL-04-0181	$ 44,875
FL-34-0021-00	$ 81,268
FL-34-0030-00	$ 317,639
FL-2017-005-00	$ 501,251

The Florida-Alabama TPO had the following obligated public transportation projects at the end of Federal Fiscal Year 2018

5305:	$258,367
5316:	$294,809
5317:	$107,438

Appendix E

FLORIDA-ALABAMA TPO Project Priorities
FY 2019-23

FY 2019 - FY 2023 Florida-Alabama TPO Project Priorities

Prepared for

Florida-Alabama Transportation Planning Organization;
Florida Department of Transportation, District Three; and
Alabama Department of Transportation

Prepared by

West Florida Regional Planning Council
Staff to the Florida-Alabama Transportation Planning Organization

Adopted July 12, 2017

Amended:

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Florida-Alabama Transportation Planning Organization

FY 2019 - 2023 Project Priorities Document

Prepared by

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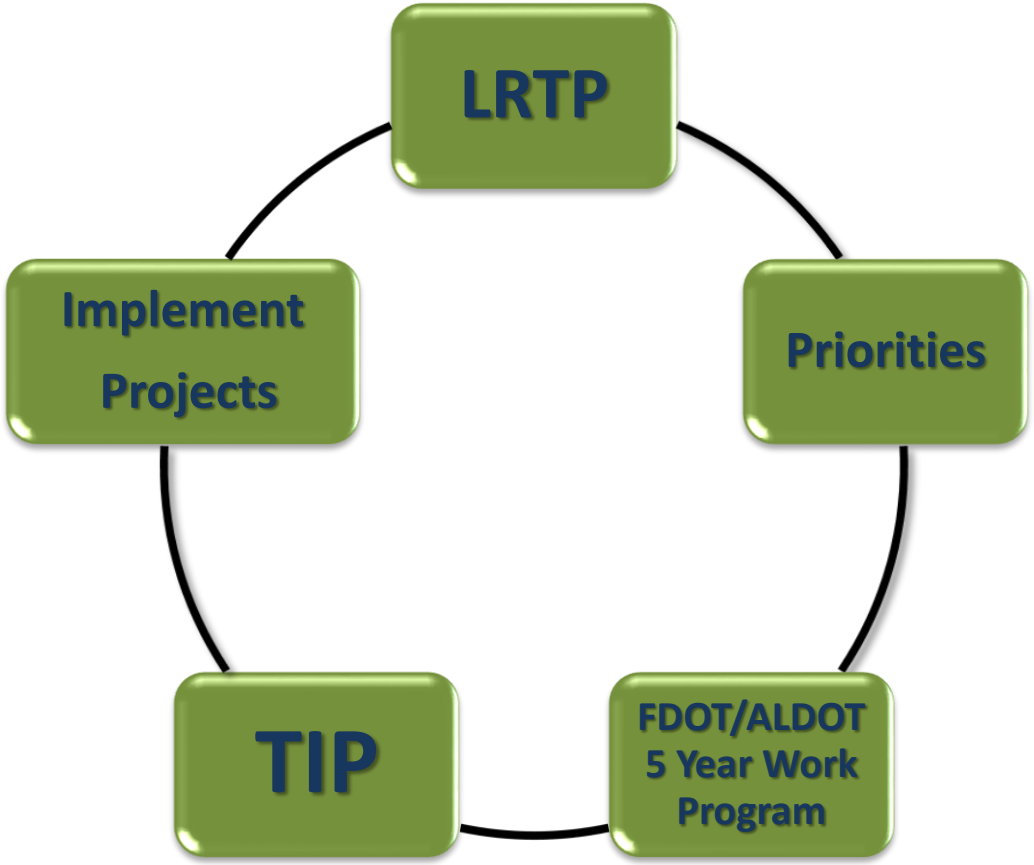
INTRODUCTION

The Florida-Alabama Transportation Planning Organization (TPO), staffed by the West Florida Regional Planning Council, is tasked with developing Project Priorities. Project Priorities, which are essentially the Cost Feasible Plan element of the Long Range Transportation Plan (LRTP), are usually approved in September each year and are due to the State Departments of Transportation by October 1st. However, this year the Florida Department of Transportation requested the Project Priorities by August 1, 2017 which required adoption by the TPO at their July 2017 meeting. The adopted Project Priorities are used by the State Departments of Transportation to develop a five-year Work Program. This five-year Work Program is then used by the TPO to develop its five-year Transportation Improvement Program (TIP). The TIP is adopted by the TPO at its June meeting each year. The chart below explains the process identified above.



The projects listed in this Project Priorities document are identified by the following tables:

- Capacity Projects (Tables 1-5).
- Transportation System Management Projects (Tables 6-7).
- Transportation Alternatives Program Projects (Tables 8-11).
- Bicycle/Pedestrian Projects (Tables 12-15).
- Public Transportation Related Projects (Tables 16-17).
- Aviation Projects (Tables 18-19).
- Port Projects (Table 20).
- Bridge Replacement Project (Table 21).
- Congestion Mitigation Air Quality Projects (Table 22).

METHODOLOGY

- Capacity projects are based on the 2040 LRTP. Completed projects are removed from the list. Projects scheduled for construction in first three years are moved to the committed list. Non - SIS projects are ranked on three categories: existing priorities; new box funds end of the box fund list by dollar amount and program lists; and new projects end of the list by Needs Plan Evaluation Criteria rankings. SIS projects are ranked on two categories-existing priorities and new projects at the end of the list by existing Non-SIS priorities and then by Needs Plan Evaluation Criteria rankings. There is only one capacity project shown in Alabama.
- Transportation System Management Projects are ranked based on TPO approved criteria. Projects were provided by the Florida Department of Transportation.
- Transportation Alternatives Program Projects are ranked based on TPO approved criteria. There is one Transportation Alternatives Program project identified in Alabama.
- The Bicycle/Pedestrian Projects are ranked by the Benefit/Cost Ratio in the Bicycle/Pedestrian Plan. Alabama Department of Transportation allocation is $142,356 per year for the TPO. This money is for Bicycle/Pedestrian projects. Priorities are ranked from a public workshop in Lillian a few years ago.
- Public Transportation Related Projects are listed by potential grants and are furnished by the TPO's Public Transportation Staff in consultation with the region's public transportation providers.
- Aviation Project Priorities are furnished by the Pensacola International Airport and Peter Prince Field/Santa Rosa County Staffs.
- Port Project Priorities are provided by the Port of Pensacola.
- The Bridge Replacement Projects are provided by the Florida Department of Transportation and Escambia County.
- Congestion Mitigation Air Quality Priorities are ranked by the TPO's Air Quality Planner.

The Capacity, Transportation System Management, Bicycle/Pedestrian, and Transportation Alternatives Program Projects have listed Committed Projects in addition to the Project Priorities. Committed Projects are projects that are scheduled for construction in the first three years of the Work Program or are currently under construction. These projects are considered Committed so the projects get completed and are not assigned a Project Priority. However, it is understood that these projects are to continue to be funded by the Departments of Transportation until the projects are completed.

The statuses of the phases for the Capacity Projects have been color coded to indicate funding. Phases in **GREEN** are considered Cost Feasible with State and/or Federal funds. This is based on the current 2040 LRTP Cost Feasible Plan. If the phase is currently scheduled for completion in the FDOT Five Year Work Program, the fiscal year of funding and the project number are noted. Phases in **RED** are not considered cost feasible with State and/or Federal funds based on the currently adopted 2040 LRTP Cost Feasible Plan. In addition, projects shaded in yellow are the next phases to be funded.

The Capacity, Transportation System Management, Transportation Alternatives Program, and Bicycle/Pedestrian Projects have separate Evaluation Criteria to rank projects. The Evaluation Criteria for these four categories are listed in Appendix B. However, **the TPO has the final decision on how the Project Priorities are ranked.**

PUBLIC INVOLVEMENT

Three Public Workshops occurred over two days (April 18 and 19, 2017). The locations of the April 18, 2017 workshops were the Santa Rosa County Administrative Center in Milton and the West Florida Regional Planning Council in Pensacola. The April 19, 2017 workshop occurred at the Perdido Key Visitor Center. In addition, two TPO and Advisory Committee workshops were held. The first workshop was on May 8, 2017 at the Escambia County Central Office Complex in Pensacola whereas the June 19, 2017 workshop occurred at Pensacola City Hall. Each of the workshops were advertised in the Pensacola News Journal. An e-mail notice was also sent to the TPO and Advisory Committee Members. News releases were distributed to media outlets and meeting information was promoted through social media sites. Flyers were created and emailed to members of the TPO and advisory committees.

Comments from the public workshops were identified in the TPO and Advisory Committee Members June and July agenda enclosures and are included in Appendix C. A Public Hearing was also held at the TPO meeting in July. However, no individuals spoke at the Public Hearing. The Project Priorities Tables from drafts through adoption were posted on the web site for review and comment. The Project Priorities were a review item at the June TPO Meeting and were approved at the July TPO Meeting (see Resolution FL-AL 17-14 in Appendix D) with the following changes:

- Table 2, Non-SIS Priority. Change Alabama State Line to Gongora.
- Table 2, Non-SIS. Add Priority 6C West Cervantes Street from North A Street to Dominguez Street.
- Table 2, Non-SIS Priority 13 and Table 4 SIS Priority 4. Have Escambia County Staff work with TPO Staff on wording change from Nine Road to Beulah area.
- Table 9, page 18. Remove footnote at the bottom of the page.

Table 1: FY 19 - 23 Committed Non-Strategic Intermodal System (Non-SIS) Capacity Project Priorities – Florida Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Project Name	From	To	Project Phase Status	Improvement
2186053	Nine Mile Road (ESC)	Pine Forest Road	US 29	PD&E Study – Complete	Widen to 4 Lanes
				Design – Complete	
				ROW – Complete	
				Construction – Underway	
2186057	Nine Mile Road (ESC)	I-10	Pine Forest Road	PD&E Study – Complete	Widen to 4 Lanes
				Design – Underway	
				ROW – Complete	
				Construction – Underway	
2186056	Nine Mile Road (ESC)	Beulah Road	I-10	PD&E – Complete	Widen to 4 Lanes
				Design – Underway	
				ROW – Complete	
				Construction – Underway	
4378441	17th Avenue (ESC)	At Bayfront Parkway		PD&E – Underway	Interchange
				Design – Underway	
				ROW – No Significant Cost	
				Construction – Funded FY 18/19	

.

Table 2: FY 19 - 23 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 19-23 Priority Ranking
NA	Regional ITS Plan Projects[1]	$25,000,000 from funding sources outside the FDOT District III Work Program with no impacts to the TPO's Project Priorities				1A
4280581	Regional ITS Plan Projects	$400,000 Annual Maintenance for ITS $1,400,000 for Operations and Maintenance/Capital Improvements for ITS if the $25,000,000 is funded				1B
4371151	East Bay Boulevard (CR 399) (SRC)	US 98	SR 87	Mobility Management Program $150,000		2A
4371151	Glover Lane (SRC)	US 90	Berryhill Road			2B
4371151	West Spencer Field Road (SRC)	US 90	Berryhill Road			2C
4371151	Chumuckla Highway/ US 90 (SRC)	Intersection Improvements				2D
N/A	(ESC)	TBD	TBD			2E
4318833	US 98 (SRC)			Mobility Management Projects $1,500,000 (Recommend Design be funded two years prior to the $1,500,000 in Construction)		3A
4318834 &4318835	US 90 &US 98 (SRC)					3B
4318836	US 90 & US 98 (SRC)					3C
N/A	West Cervantes Street(ESC)	North A Street	Dominguez Street			3D
4409041	Main Street (ESC)	Barrancas Avenue	Clubbs Street			3E
4217331	Public Transportation Capital Improvements Flex Funds[2]			$300,000		4

[1]Regional ITS Plan projects are listed in Appendix A.

.[2]See Project 421733-1 in Table 16 on page 28.

Table 2: FY 19 - 23 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 19-23 Priority Ranking
4389081	SR 292 (Perdido Key Drive) (ESC)	Park Entrance	Gongora	Bicycle Pedestrian Projects $350,000		5
4409041	W. Main Street (ESC)	Barrancas Avenue	Clubbs Street	Complete Streets Program $250,000		6A
N/A	US 90 (SRC)	Willing Street	Stewart Street			6B
N/A	West Cervantes Street (ESC)	North A Street	Dominguez Street			6C
4389081	SR 292 Perdido Key Drive (ESC)	Park Entrance	Gongora	Regional Trail Program $250,000		7A
N/A	University of West Florida's Scenic Bluff's Corridor Connection on University of West Florida Campus and along Ten Mile Road/Greenbrier Road (ESC)					7B
NA	Safety Education Program	$300,000 once every five years				8
NA	Compress Natural Gas (CNG) Program	$300,000 once every five years				9
2186055	Nine Mile Road (ESC)	Mobile Highway	Beulah Road	Widen to 4 lanes	PD&E – Complete Design – Funded FY 17/18 ROW – Funded FY 19/20 and FY 20/21 Construction[1]	10
2184291	Burgess Road (ESC)	US 29	Hilburn Road	Widen to 4 lanes	PD&E – Complete Design – Complete ROW – Funded FY 17/18 with Local and State funds and FY 20/21 with State funds Construction[1]	11
2204401	US 98 (SRC)	Bayshore Drive	Portside Drive	Widen to 6 lanes	PD&E – Complete Design – Complete ROW – Underway Construction[1]	12

[1]*Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.*

Table 2: FY 19 - 23 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 19-23 Priority Ranking
NA	US 29 Connector (ESC)[2]	Nine Mile Road	US 29	New 4 lane facility	PD&E – Underway Design – Cost Feasible with Local funds[1] ROW – Cost Feasible with Local funds[1] Construction	13
	FDOT is currently administering a PD&E Study for a new interchange at 1-10 in the Beulah Road area. As this study progresses, it is the Department's intent to consider adding the Beulah area interchange to the Strategic Intermodal System (SIS) by evaluating information obtained from the study to determine if the facility will function as a SIS corridor. If the information supports the need to add the US 29 Connector to the SIS, phases beyond the PD&E phase would be eligible for SIS funds					
4409151	US 90 (SRC)	Glover Lane / Old Highway 90	SR 87N Stewart Street	Widen to 6 lanes	PD&E – Underway Design – Funded FY17/18 ROW[1] Construction	14
4409152	US 90 (SRC)	SR 87N Stewart Street	CR 89 / Ward Basin Road	Widen to 4 lanes	PD&E – Underway Design[1] ROW[1] Construction	15
4409153	US 90 (SRC)	CR 89 / Ward Basin Road	SR 87S	Widen to 4 lanes	PD&E – Underway Design – Funded FY18/19 and FY 19/20 ROW[1] Construction	16
2204363	US 90 (SRC)	Escambia County Line	Glover Lane / Old Highway 90	Widen to 6 lanes	PD&E – Underway Design[1] ROW Construction.	17
N/A	Pine Forest Road (ESC)	I-10	Nine Mile Road	Widen to 4 lanes	PD&E[1] Design[1] ROW[1] Construction[1]	18

[1]Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.

[2]The PD&E Study for the Beulah Road Interchange is funded under project #4331131with state and federal SIS funds

Table 2: FY 19 - 23 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 19-23 Priority Ranking
2184932	Gulf Beach Highway (ESC)	Fairfield Drive	Navy Boulevard	Widen to 4 lanes	PD&E – Funded FY17/18 and FY18/19 Design[1] ROW[1] Construction[1]	19
2184933	Sorrento Road/Gulf Beach Highway (ESC)	Blue Angel Parkway	Fairfield Drive	Widen to 4 lanes	PD&E – Funded FY17/18 and FY18/19 Design[1] ROW[1] Construction	20
NA	Bayfront Parkway (PNS)	Tarragona Street	Chase Street	2 Lane Improvement	PD&E[1] Design[1] ROW – Not Required Construction[1]	21
NA	Main Street (PNS)[3]	Barrancas Avenue	Clubbs Street	2 Lane Improvement	PD&E[1] Design[1] ROW – Not Required Construction[1]	22
NA	Express Bus Service (ESC/SRC)	Milton	Beulah	New Bus Route Capital Purchase	n/a	23
4210121	Blue Angel Parkway (ESC)	Sorrento Road	US 98	Widen to 4 lanes	PD&E – Complete Design – Underway ROW – Funded in FY 20/21 with local funds Construction – Cost Feasible with local funds[1]	24
4210141 4210143	Pinestead-Longleaf Connector (ESC)[2]	Pine Forest Road	US 29	Widen to 4 lanes	PD&E – Complete Design – Underway ROW[1] Construction	25

[1]Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.

[2] Escambia County will be requesting FDOT to change the project limits from Pine Forest Road to Kemp and Kemp to US 29 and funding on this project since TRIP money has been involved in this Project.

[3]Project also included under Priority 6A for Complete Streets.

Table 2: FY 19 - 23 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 19-23 Priority Ranking
2186202	Langley Avenue/Tippin Avenue/9th Avenue (ESC)	Major Intersection Improvement			PD&E – Complete Design is at 30% and on hold pending future funding ROW Construction	26
4210112	Sorrento Road (ESC)	Gulf Beach Highway/Innerarity Point Road	Blue Angel Parkway	Widen to 4 Lanes	PD&E – On Hold[2] Design[1] ROW Construction	27
2204362	US 90 (ESC)	Scenic Highway	Santa Rosa County Line	Widen to 6 lanes	PD&E – Underway Design[1] ROW Construction	28
2204265	US 98 (SR 30) (SRC)	East of Ramble Bay Lane	Okaloosa County Line	Widen to 6 lanes	PD&E – Underway Design – Funded FY20/21 and FY 21/22 ROW Construction	29
4210111	SR 292 Perdido Key Drive (ESC)	Alabama State Line	Gulf Beach Highway/ Innerarity Point Road	Provide multimodal Improvement	PD&E – Complete Design ROW Construction	30
NA	US98 (SR30) (SRC)	At SR 399		Major Intersection Improvement	PD&E[1] Design[1] ROW Construction	31
2204262	US98 (SR30) (SRC)	Portside Drive	East of Ramble Bay Lane	Widen to 6 Lanes	PD&E – Underway Design[1] ROW Construction	32

[1]Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program

[2]To complete the PD&E additional funds would need to be programmed. This phase will stay on hold until Escambia County and TPO advise FDOT that they would like FDOT to proceed with finishing the PD&E

Table 2: FY 19 - 23 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 19-23 Priority Ranking
NA	Express Bus - Northwest (ESC/SRC)	Pensacola	Beulah	New Bus Route Capital Purchase	n/a	33
NA	Mobile Highway (ESC)	Nine Mile Road (US 90A	Godwin Lane	Widen to 4 Lanes	PD&E[1] Design[1] ROW Construction	34
4369021	Navarre Community Access Road (SRC)	Edgewood Drive	Whispering Pines Road	Construct 2 lane Connectivity	PD&E[1] Design[1] ROW Construction	35
NA	Fairfield Drive (ESC)	Mobile Highway	Lillian Highway	Widen to 4 Lanes	PD&E[1] Design[1] ROW Construction	36
NA	Berryhill Road (SRC)	Woodbine Road	West Spencer Field Road	Widen to 3 Lanes	PD&E[1] Design[1] ROW Construction	37
NA	Woodbine Road (SRC)	US 90	Berryhill Road	Widen to 4 Lanes	PD&E[1] Design[1] ROW Construction	38
NA	East Bay Boulevard (SRC)	SR 87	Edgewood Drive	Enhanced 2 lane facility	PD&E[1] Design[1] ROW Construction	39

[1]Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.

Table 3: FY 19 - 23 Committed Strategic Intermodal System (SIS) Project Priorities – Florida Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Project Name	From	To	Project Phase Status	Improvement
2224771	I-10 (ESC)	Davis Highway	Scenic Highway	PD&E Study – Complete Design – Complete ROW – Complete Construction – Underway	Widen to 6 Lanes
2204424	SR 87 (SRC)	Eglin AFB Boundary	2 miles south of the Yellow River	PD&E Study – Complete Design – Complete ROW – Complete Construction – Underway	Widen to 4 Lanes
4130623	I-10 (ESC)	Escambia Bay Bridge	Avalon Boulevard	PD&E – Complete Design – Complete ROW – Not Required Construction – Underway	Widen to 6 Lanes
2186031	US 29 (ESC)	I-10	9 1/2 Mile Road	PD&E – Complete Design – Complete ROW – Complete Construction – Underway	Widen to 6 Lanes
2204427	SR 87 (SRC)	2 miles south of the Yellow River	CR 184	PD&E – Complete Design – Complete ROW – Complete Construction – Underway	Widen to 4 Lanes

Table 3: FY 19 - 23 Committed Strategic Intermodal System (SIS) Project Priorities – Florida
Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Project Name	From	To	Project Phase Status	Improvement
2224762	I-10 (ESC)	at US 29 (SR 95) Phase I		PD&E – Complete	Modify Interchange
				Design – Complete	
				ROW not Required	
				Construction – Underway	

Table 4: FY 19 - 23 Strategic Intermodal System (SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement	FY 19-23 Priority Ranking
2224761	I-10 (ESC)	at US 29 (SR 95)		PD&E – Complete Design – Underway ROW – Funded FY 20/21 and FY 21/22 Construction[1]	Interchange	1
4331131	Beulah Interchange (ESC)	at I-10 (SR 8)		PD&E– Underway Design[1] ROW Construction	New Interchange	2
NA	I-10 (ESC)[4]	at Nine Mile Road		PD&E Design ROW Construction	Safety/Operation Improvement West Bound Nine Mile Road	3A
4379051[2]	I-10 (ESC)	Alabama Line	West of SR 95 (US 29)	PD&E – Funded FY 17/18 Design[1] ROW[1] Construction[1]	Widen to 6 Lanes	3B
NA	US 29 Connector (ESC)	Nine Mile Road	US 29	PD&E – Underway Design[1]	New 4 lane facility	4
	FDOT is currently administering a PD&E Study for a new interchange at 1-10in the Beulah area. As this study progresses, it is the Department's intent to consider adding the Beulah area interchange to the Strategic Intermodal System (SIS) by evaluating information obtained from the study to determine if the facility will function as a SIS corridor. If the information supports the need to add the US 29 Connector to the SIS, phases beyond the PD&E phase would be eligible for SIS funds			ROW Construction		
4167482	SR 87 North (SRC)	CR 87A (Langley Street)	Neal Kennington Road[3]	PD&E – Complete Design – Underway ROW Construction	Widen to 4 lanes	5

[1]*Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program*

[2]*Current PD&E limits is from SR 10 (US 90A) Nine Mile Road to West of US 29 (SR 95). Escambia County requests the PD&E Limits be Alabama State Line to West of SR 95 (US 29).*

[3]*The portion from Neal Kennington Road to Coldwater Church Road is outside the TPO Boundary*

[4]Wiill be funded under a supplemental to 2186057 Nine Mile Road Widening from I-10 to Pine Forest Road.

Table 4: FY 19 - 23 Strategic Intermodal System (SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement	FY 19-23 Priority Ranking
4210121	Blue Angel Parkway (ESC)	Sorrento Road	US 98	PD&E – Complete Design – Underway ROW Funded in FY 20/21 Construction	Widen to 4 lanes	6
4167483	SR 87 Connector (SRC)	SR 87 South	SR 87 North	PD&E – Underway Design – Funded FY 18/19 ROW Construction	Widen to 4 lanes	7
NA	Blue Angel Parkway (ESC)	US 98	Saufley Field Road	PD&E – Complete Design[1] ROW Construction	Widen to 4 lanes	8
2204265	US 98 (SR 30) (SRC)	East of Ramble Bay Lane	Okaloosa County Line	PD&E – Underway Design – Funded FY 20/21 and FY 21/22 ROW Construction	Widen to 6 lanes	9
NA	US 98 (SR 30) (ESC)	Florida-Alabama State Line	Blue Angel Parkway	PD&E[1] Design[1] ROW Construction	Widen to 4 lanes	10
NA	US 98 (SR 30) (SRC)	At SR 399		PD&E[1] Design[1] ROW Construction	Major Intersection Improvement	11

[1]Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.

Table 4: FY 19 - 23 Strategic Intermodal System (SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement	FY 19-23 Priority Ranking
2204262	US 98 (SR 30) (SRC)	Portside Drive	East of Ramble Bay Lane	PD&E – Underway Design[1] ROW Construction	Widen to 6 lanes	12
NA	I-10 (ESC)	US 29	Davis Highway	PD&E[1] Design[1] ROW Construction	Widen to 8 lanes	13

[1]*Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.*

Table 5: FY 19 - 23 Capacity Project Priorities – Alabama

ALDOT Item-Segment	Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement	FY 19-23 Priority Ranking
100066601 100040566 100040567 100040568	SR 180 (Canal Road)[1]	SR 59	Foley Beach Expressway	Design – Underway ROW– Funded FY 18/29 Utilities – Funded FY 19/20 Construction – Funded in FY 20/21	Widen to 5 lanes	1
100066422 100040588 100040589	SR 180 (Canal Road)[1]	Foley Beach Expressway	SR 161 (Orange Beach Boulevard)	Design –Underway Utilities – Funded FY 20/21 Construction – Funded in FY 21/22	Widen to 5 lanes	2

[1]*British Petroleum funds were used as a funding source for these projects.*

Table 6: FY 19 - 23 Committed Transportation Systems Management (TSM) Project Priorities Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Construction Scheduled	Project Description/Limits	Improvement
NA	FY 13/14 – Push Button Project (ESC)	SR 727 (Fairfield Drive) @ SR 10A (Mobile Highway)[1]	Extend Southbound right turn lane to 500 feet
NA	FY 13/14 – Push Button Project (ESC)	SR 727 (Fairfield Drive) @ SR 10A (Mobile Highway)[1]	Construct Eastbound right turn lane with 200 feet of storage
4317851 (ESC)	FY 16/17	SR 742 (Creighton Road) @ SR 289 (9th Avenue)	Construct dual Eastbound left turn lanes with 495 feet of storage.
4317852 (ESC)	FY 16/17	SR 289 (9th Avenue) @ SR 742 (Creighton Road)	Construct dual Northbound left turn lanes with 495 feet of storage
4334481 (ESC)	FY 16/17	SR 10A (Mobile Highway) @ Woodside Drive	Construct a Westbound left turn lane with 150 feet of storage
4382761 (ESC)	FY 16/17	SR 291 (N. Davis Highway) @ University Parkway	Install Advance Warning Street Signs on Southbound Approach Intersections Install Retro Reflective Backplates Install Supplemental Post Mounted Signal Head
4367191 (ESC)	FY 17/18	SR 295 (New Warrington Rd) @ CR 298A (Jackson Street)	Construct Northbound right turn lane and Southbound right turn lane on SR 295; Redesign the existing northbound and southbound left-turn lanes on SR 295; and Extend eastbound and westbound left-turn lanes on W. Jackson to provide at least 150 feet of storage
4367241 (ESC)	FY 17/18	SR 10A (US 90) Mobile Highway @ CR 99 (Beulah Road)	Construct turn lane and Traffic Signal Cross Drain improvements on Mobile Highway
4381501 (ESC)	FY 17/18	Escambia County Video Camera Vehicle Detection	Installation of Video Detection Equipment at a total of nine intersections on SR 10A (Nine Mile Road), SR 295 (New Warrington Road), and SR 95 (US 29)
4367201 (ESC)	FY 18/19	SR 292 (Gulf Beach Highway) @ SR 727 (Fairfield Drive)	Construct Westbound right turn lane channelized and Southbound left turn lane with 100 feet of storage, signalization upgrade
4406581 (ESC)	FY 19/20	SR 292 (Gulf Beach Highway) @ Patton Drive SR 292 (Gulf Beach Highway) @ Sunset Avenue	1 - Signalize Patton Drive and Sunset Avenue 2 - Access management to intersection turn lanes 3 - Widen road to facilitate turn lane improvements

[1]Project will be completed under FDOT Item Segment #430785-1 Mobile Highway Resurfacing Project from Edison Drive to Lynch Street.

Table 7: FY 19 - 23 Transportation Systems Management (TSM) Project Priorities

FDOT Item-Segment	FY 19-23 Priority Ranking	Major Street	Minor Street	Description	Estimated Costs
N/A	1	SR 292 (Sorrento Road) (ESC)	CR 293 (Bauer Road)	1 - Construct Eastbound Right Turn Lane 2 - Construct Northbound Right Turn Lane 3 - Extend Westbound Left Turn Lane 4 - Extend Westbound Right Turn Lane 5 - Reconfigure Signal Hardware	$804,274 for Construction $111,400 for ROW
N/A	2	SR 30 (US 98) (SRC)	Luneta Prado	1 - Access Management 2 - Additional Turn Lanes	$310,210 for Construction $100,000 for ROW
4399641	3	SR 292 (Sorrento Road) (ESC)	CR 292A (Innerarity Point Road)	1 – Construct Southbound Right Turn Lane 2 – Construct Westbound Right Turn Lane 3 – Extend Eastbound Left Turn Lane	$904,735 for Construction $236,000 for ROW
N/A	4	SR95 (US29) (ESC)	CR 186 (Kingsfield Road)	1. Reconstruct Span Wire Signal 2. Construct Eastbound Right Turn Lane 3. Reconstruct Railroad Grade Crossing	$640,718 for Construction $0 for ROW
N/A	5	State System wide		1 - Uninterrupted Power Supply Upgrades to Intersections	Estimate In Progress

Note: The TPO is actively seeking additional projects for the TSM project priority list. These projects may come from existing and future corridor studies as well as requests from the TPO or the general public.

Table 8: FY 19 - 23 Committed Transportation Alternatives Program (TAP) Project Priorities – Florida

Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Project Name	From	To	Description
4370851	Bauer Road (ESC)	Sorrento Rd	Gulf Beach Hwy	This project will install paved shoulders along both sides of Bauer Rd in Escambia County. The project length is approximately 1.29 miles and begins at Sorrento Rd (SR-292) and ends at Gulf Beach Hwy (CR-292A). This project will connect to existing paved shoulders on Gulf Beach Hwy and will terminate at the entrance to Big Lagoon State Park. Funded in FY 16/17.
4370872	Glover Lane	Hobbs Middle School	Hamilton Bridge Road	Project will install 2,800 feet of sidewalk on the west side of Glover Lane connecting Hobbs Middle School to Hamilton Bridge Road. Funded in FY 17/18.
4369851	King Middle School Sidewalks (SRC)	Stewart St	Dogwood Dr	Project is located between SR87 (Stewart St) and SR89 (Dogwood Dr) with 5,945 feet of sidewalk installation. On the east side of Byrom St, north of Magnolia St, 2,640 feet of sidewalk will connect Magnolia St and Rosasco St. The 505 foot, north side of the King St sidewalk will connect SR87 (Stewart St) to Byrom St. Rosasco St is a connector between SR87 (Stewart St) and SR89 (Dogwood Dr). A 2,800 foot sidewalk will be located on the north side of Rosasco St. Funded in FY 17/18
4335752	Blackwater Heritage Trail Connector (SRC)	Blackwater Heritage Trail	Walker Street	Construction of sidewalk filling in gaps from Blackwater Heritage Trail east on June Street, south on Susan Street, and east on Walker Street. Funded in FY 17/18
4370871	Hamilton Bridge Road (SRC)	East Spencer Field Rd	Jim Dandy Lane	Design and construction of 5,500feet of sidewalk on the north side of Hamilton Bridge Rd. from East Spencer Field to Crystal Creek subdivision. Funded in FY 18/19.

Table 9: FY 19 - 23 Transportation Alternatives Program (TAP) Project Priorities – Florida

FDOT Item-Segment	FY 19-23 Priority Ranking	Project Name	From	To	Description
4381142	1	Old Bagdad Highway (SRC)	Avalon Boulevard on the west to the entrance of County Optimist Park	East Side of Parkmore Plaza Drive to Highway 90	Project will construct 4,470 ft of 5' ft sidewalk on the north side of Old Bagdad Highway from Avalon Boulevard on the west to the entrance of County Optimist Park on the east. A 5 ft sidewalk will also go from Old Bagdad Highway south along the east side of Parkmore Plaza Drive to Highway 90. Construction funded in FY 21/22.
4407411	2	Tom King Bayou Pedestrian Bridge (SRC)	East Bayou Blvd CR 399		The East Bay Boulevard, CR 399 multi-use path is approximately 10 miles long stretching from US 98 on the southwest boundary to SR 87 on the northeast boundary. The Tom King Bayou Pedestrian Bridge is the last connection that will allow a safer interaction between the two sides for all disabled, elderly and youth populations. Construction funded in FY 20/21
NA	3	Pensacola Beach Ferry Service Landing Site (ESC)	Quietwater Beach		Project will be for construction of landside and waterside facilities for the Ferry Landing site, this includes but is not limited to a dock additions, handrails, boat ramps, shade pavilions etc.
NA	4	Fairpoint to Shoreline Multi-use Pathway (SRC)	Fairpoint Drive	Shoreline Drive	Project will form a collected loop for multi-use pathway and boardwalk trail on Shoreline Drive, Fairpoint Drive, and wetlands boardwalk trail south of Shoreline Drive in Gulf Breeze. 3.93 mile
NA	5	Henry Street (SRC)	Old Bagdad Hwy	Canal St	Sidewalk Design - Project is a sidewalk on the both sides of Henry Street (CR 191).5,250 ft.
NA	6	South Chemstrand Road (ESC)	Johnson Avenue	Nine Mile Road	This project will install sidewalks along Chemstrand Rd in Escambia County. The project length is approximately 1.0 miles and begins at Johnson Ave and ends at Nine Mile Rd (SR-10). This project will provide a connection to sidewalks on Johnson Ave
4335772	7	Saufley Field Road (ESC	Mobile Highway	Saufley Field Gate	Project will construct Sidewalks on both sides of Saufley Field Rd, CR-296. The project length is approximately 2.1 miles and begins at Mobile Hwy. SR-10A, and ends at the front gate of Naval Air Station Saufley Field. Design Funded in FY 14/15.

Table 9: FY 19 - 23 Transportation Alternatives Program (TAP) Project Priorities – Florida

FDOT Item-Segment	FY 19-23 Priority Ranking	Project Name	From	To	Description
NA	8	Perdido Key Drive (ESC	Perdido Key State Park Entrance	Theo Baars Bridge	This project will provide for construction of a ten' wide multi-use path on the north side of Perdido Key Dr. (SR 292) along with 5' concrete sidewalks on the south side connecting heavily developed areas on Perdido Key. 3.86 miles
NA	9	Olive Road Phase II(ESC)	Cody Lane	Davis Highway	This project will install sidewalks on the north side of Olive Rd (CR-290) in Escambia County. The project length is approximately 1.03 miles and begins at Cody Ln and ends at Davis Hwy (SR-291). Escambia County has recently completed construction on Olive Rd which included resurfacing, miscellaneous drainage and water main upgrades. Sidewalks were not included in the project due to budget constraints.
NA	10	Chemstrand Road (ESC)	Nine Mile Rd	Ten Mile Rd	Install sidewalks along both sides of Chemstrand Rd (CR-749) in Escambia County. The project length is approximately 1.0 mile and begins at Nine Mile Rd (SR-10) and ends at Ten Mile Rd.
NA	11	Panhandle Trail and Military Trail (SRC)	Navarre Parkway	East River Drive	5,350 ft bike lanes on Panhandle Trail and 1,300 ft of sidewalks on Military Trail
NA	12	Pace Lane (SRC)	Skipper Lane	Highway 90	Project will construct 1550 ft of 6' ft sidewalk along the west side of Pace Lane from Skipper Lane to US 90.
NA	13	Olive Road Phase I (ESC)	Palafox Street	Cody Lane	This project will install sidewalks on the north side of Olive Rd (CR-290) in Escambia County. The project length is approximately 1.3 miles and begins at Palafox St (CR-95A) and ends at Cody Ln.
NA	14	Dog Track Road (Esc)	Blue Angel Pkwy	Lillian Highway	This project will install paved shoulders along both sides of Dog Track Rd (CR-297) in Escambia County. The project length is approximately 2.06 miles and begins at Lillian Hwy (SR-30) and ends at Blue Angel Pkwy (SR-173).
NA	15	Stefani Road and Nine ½ Mile Road (ESC)	Stefani Road	Nine and One Half Mile Road	This project will install sidewalks on the east side of Stefani Rd between Nine Mile Rd and Nine & ½ Mile Rd (0.5 miles) in Escambia County. Sidewalks are also proposed along the north side of Nine & ½ Mile Rd between Pine Forest Rd and Stefani Rd (0.75 miles).
NA	16	Pace Lane (SRC)	Skipper Lane	Matthew Road	Project is for design only of a sidewalk on the west side of Pace Lane from the intersection of Skipper Lane to Mathew Road, southward for 3,350 LF

Table 10: FY 19 - 23 Committed Transportation Alternatives Program (TAP) Project Priorities – Alabama
Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

ALDOT Item-Segment	Project Name	From	To	Description
NA				

Table 11: FY 19 - 23 Transportation Alternatives Program (TAP) Project Priorities – Alabama

ALDDOT Item-Segment	FY 19-23 Priority Ranking	Project Name	From	To	Description
NA	1	Orange Beach Canal Road District Project (BAL)	SR 161	Foley Beach Express	Project will consist of two sections of new concrete sidewalk. Section One will construct 12,532 linear feet of concrete sidewalk along SR 180 and the West Florida Avenue right-of-way. Section Two will construct 1,223 linear feet of concrete sidewalk along the south side of SR 180 from West Florida Avenue to tie into an existing 6-foot wide concrete sidewalk.

Table 12: FY 19 - 23 Committed Bicycle & Pedestrian Projects – Florida

Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Road Name	From	To	Mode	Recommended Facility Type/Improvement
N/A					

Table 13: FY 19 - 23 Bicycle & Pedestrian Project Priorities – Florida

FDOT Item-Segment	FY 19-23 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
4389081	1	SR 292 Perdido Key Dr. (ESC)	Park Entrance	Gongora Drive	Bike/Ped	Sidewalks/Multi-Use Path
4389082	2	SR 292 Perdido Key Dr. (ESC)	Alabama State Line	Park Entrance	Bike/Ped	Sidewalks/Multi-Use Path
4257455	3	Old Corry Field Road (CR 295A) Navy Blvd Alt. Bike Route (ESC)	SR 292 Barrancas Avenue	SR 30 (N. Navy Blvd.)	Bike/Ped	1.217 miles of Paved Shoulders
2186302	4	US 98 (ESC)	New Warrington Road	Bayou Chico Bridge	Pedestrian	1.326 miles of Bicycle/Pedestrian Features
NA	5	Davis Highway (ESC)	Fairfield Drive	Schubert Drive	Bicycle	2.785 miles, Designate bike lane if possible or re-stripe for wide outside lane
NA	6	9th Avenue (ESC)	Creighton Road	Bayou Boulevard	Bicycle	2.041 miles, Designated bike lane if possible or re-stripe for wide outside lane
NA	7	9th Avenue (ESC)	Cervantes Street	Bayfront Parkway	Bicycle	0.858 miles Designated bike lane if possible or re-stripe for wide outside lane
NA	8	Sorrento Road/ Gulf Beach Highway (ESC)	CR 297	Patton Drive	Pedestrian	3.75 miles Sidewalks both sides
NA	9	Johnson Avenue (ESC)	US 29	Olive Road	Bike	6.135 miles Paved shoulders
NA	10	Langley Avenue (ESC)	Scenic Heights Elementary School	Leesway Boulevard	Pedestrian	Medians and pedestrian crossing
NA	11	US 98 Gulf Islands National Seashore Eastbound alternative route (SRC)	3 Mile Bridge	Fairpoint Drive	Bicycle	2.07 miles Paved with shoulders and signage
			Fairpoint Drive	Sunset Drive		
			Sunset Drive	Shoreline Drive		
			Shoreline Drive	US 98		
NA	12	US 98 Gulf Islands National Seashore Westbound alternative route (SRC)	McClure	Joachim	Bicycle	0.931 miles Paved with shoulders and signage
			Joachim	Daniel		
			N. on Daniel / Kenilworth	Northcliff		
			Northcliff	US 98		
NA	13	Park Ave (SRC)	SR 89	Byrom Street	Pedestrian	.505 miles sidewalks north side
			Byrom Street	SR 87	Pedestrian	0.27 miles Sidewalks south side
			SR 87	Blackwater Heritage Trail	Pedestrian	.073 miles sidewalks on both sides

Table 13: FY 19 - 23 Bicycle & Pedestrian Project Priorities – Florida

FDOT Item-Segment	FY 19-23 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
N/A	14	Creighton Road SR 742 (ESC)	Plantation Road	Davis Highway	Bicycle	Restripe Candidate
NA	15	Garden/Alcaniz SR 30 (US 98) (ESC)	Tarragona Street	Gregory Street	Bicycle	Road Diet Candidate
NA	16	12th Avenue (ESC)	Fairfield Drive	Bayou Boulevard	Bicycle	Restripe Candidate
NA	17	E Street CR 443 (ESC)	Cross Street	Texar Drive	Bicycle	Restripe Candidate
NA	18	SR 95 (US 29) (ESC)	Pace Boulevard/SR 292	Brent Lane/SR 296	Bicycle	Restripe Candidate
NA	19	Saufley Field Road CR 296 (ESC)	Muldoon Road	Mobile Highway	Bicycle	Restripe Candidate
NA	20	Gulf Beach Highway SR 292 (ESC)	Fairfield Drive/SR 727	Navy Boulevard/SR 295	Bicycle	Restripe Candidate
NA	21	9th Avenue (SR 289) (ESC)	Bayou Boulevard/SR 296	Langley Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	22	17th Avenue (ESC)	Bayfront Parkway	South of RR Tracks	Pedestrian	Add Sidewalk (Minor Regrading)
NA	23	Fairfield Drive (SR 295) (ESC)	New Warrington Road	"W" Street/CR 453	Pedestrian	Add Sidewalk (Minor Regrading)
NA	24	Scenic Highway SR 10A(US 90) (ESC)	Strong Street	Hyde Park Road	Pedestrian	Add Sidewalk (Minor Regrading)
NA	25	SR 10 (US 90) (SRC)	SR 281/Avalon Boulevard	SR 87/Stewart Street	Bicycle	Restripe Candidate
NA	26	Chiefs Way (SR 294) (ESC)	SR 295/New Warrington Road	US 98/Navy Boulevard	Bicycle	Add Paved Shoulders - Minor
NA	27	Garden Street/Alcaniz SR 30 (US 98) (ESC)	Tarragona Street	Gregory Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	28	Chiefs Way (SR 294) (ESC)	SR 295/New Warrington Road	US 98/Navy Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)
NA	29	Chase Street/1 Way EB (Bus US 98) (ESC)	North Palafox Street	9th Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	30	E Burgess Road (SR 742) (ESC)	Plantation Road	Davis Highway/SR 291	Bicycle	Add Paved Shoulders - Major
NA	31	Bayou Boulevard & Perry Avenue (ESC)	Hyde Park Road	Baldwin Avenue	Bicycle	Add Paved Shoulders - Minor
NA	32	Bayou Boulevard & Perry Avenue (ESC)	Hyde Park Road	Baldwin Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	33	17th Avenue (ESC)	Bayfront Parkway	South of RR Tracks	Bicycle	DCSN
NA	34	Fairfield Drive (SR 727) (ESC)	Bruce St	Mobile Highway/US 90	Bicycle	Add Paved Shoulders – Minor

Table 13: FY 19 - 23 Bicycle & Pedestrian Project Priorities – Florida

FDOT Item-Segment	FY 19-23 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
NA	35	17th Avenue (ESC)	S of RR Tracks	Cervantes Street/US 90	Bicycle	DCSN
NA	36	W Burgess Road (SR 742) (ESC)	SR 95/Pensacola Boulevard	CR 95A/Old Palafox Highway	Bicycle	Add Paved Shoulders - Major
NA	37	Navy Boulevard (SR 295) (ESC)	Bayou Grande Bridge NE	SR 292/Barrancas Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	38	12th Avenue (ESC)	Fairfield Drive	Bayou Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)
NA	39	Bayou Boulevard & Perry Avenue (ESC)	Baldwin Avenue	DuPont Drive	Bicycle	Add Paved Shoulders - Minor
NA	40	Davis Highway (SR 291) (ESC)	University Parkway	Nine Mile Road/US 90A	Pedestrian	Add Sidewalk (Minor Regrading)
NA	41	Lillian Highway (SR 298) (ESC)	Blue Angel Parkway/SR 173	Fairfield Drive/SR 727	Bicycle	Add Paved Shoulders - Major
NA	42	9th Avenue (SR 289) (ESC)	Dunmire Street	Beau Terra Lane	Bicycle	DCSN
NA	43	Jackson Street (CR 298A) (ESC)	"W" Street	Pace Boulevard	Bicycle	Add Paved Shoulders - Minor
NA	44	Fairfield Drive (SR 727) (ESC)	Bruce Street	Mobile Highway/US 90	Pedestrian	Add Sidewalk (Minor Regrading)
NA	45	Saufley Field Road (CR 296) (ESC)	Blue Angel Parkway	Muldoon Road	Pedestrian	Add Sidewalk (Minor Regrading)
NA	46	Oriole Beach Road (SRC)	Palm Rd	US 98	Bicycle	DCSN
NA	47	Scenic Highway SR 10A(US 90) (ESC)	I-10/SR 8	Baybrook Drive	Pedestrian	Add Sidewalk (Major Regrading)
NA	48	Bayou Boulevard & Perry Avenue (ESC)	Baldwin Avenue	DuPont Drive	Pedestrian	Add Sidewalk (Minor Regrading)
NA	49	Sorrento Road (SR 292) (ESC)	Gulf Beach Highway	Doug Ford Drive	Bicycle	Add Paved Shoulders - Major
NA	50	Main Street (ESC)	Baylen Street	Tarragona Street	Bicycle	DCSN
NA	51	E Street (CR 443) (ESC)	Yonge Street	Cross Street	Bicycle	DCSN
NA	52	Fairfield Drive (SR 295) (ESC)	Davis Highway	SR 289/9th Avenue	Bicycle	DCSN
NA	53	E Burgess Road (SR 742) (ESC)	Plantation Road	Davis Highway/SR 291	Pedestrian	Add Sidewalk (Major Regrading)
NA	54	Gregory Street/1 Way WB (US 98) (ESC)	9th Street	Bayfront Parkway/Chase Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	55	Olive Road (SR 290) (ESC)	9th Avenue/SR 289	Scenic Highway/SR 10A	Pedestrian	Add Sidewalk (Minor Regrading)
NA	56	Navy Boulevard (SR 295) (ESC)	US 98	SR 295/New Warrington Road	Bicycle	DCSN
NA	57	W Street (CR 453) (ESC)	Cervantes Street	Fairfield Drive	Pedestrian	Add Sidewalk (Minor Regrading)

Table 13: FY 19 - 23 Bicycle & Pedestrian Project Priorities – Florida

FDOT Item-Segment	FY 19-23 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
NA	58	Bauer Road (CR 293) (ESC)	Sorrento Road	Meadson Road	Pedestrian	Add Sidewalk (Major Regrading)
NA	59	New Warrington Road (SR 295) (ESC)	US 98/Navy Boulevard	Martha Lane	Bicycle	Add Paved Shoulders - Minor
NA	60	Mobile Highway SR 10A (US 90) (ESC)	Bellview Avenue	Pine Forest Road/CR 297	Pedestrian	Add Sidewalk (Major Regrading)
NA	61	Sorrento Rd /Gulf Beach Hwy SR 292 (ESC)	Blue Angel Parkway/SR 173	Dog Track Road	Bicycle	Add Paved Shoulders - Major
NA	62	SR 30 (US 98) (SRC)	Fairpoint Drive	Bay Bridge Drive	Bicycle	DCSN
NA	63	Main Street (ESC)	"A" Street	Baylen Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	64	Bayou Boulevard & Perry Avenue (ESC)	Cervantes Street/US 90	Hyde Park Road	Pedestrian	Add Sidewalk (Minor Regrading)
NA	65	New Warrington Spur (SR 295) (ESC)	Martha Lane	Mobile Highway Interchange	Pedestrian	Add Sidewalk (Minor Regrading)
NA	66	Jackson Street (CR 298A) (ESC)	"W" Street	Pace Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)
NA	67	SR 95 (US 29) (ESC)	Tree Street	Morris Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	68	Olive Road (SR 290) (ESC)	Davis Highway/SR 291	Kipling Street	Pedestrian	Add Sidewalk (Major Regrading)
NA	69	Mobile Highway SR 10A (US 90) (ESC)	Massachusetts Avenue	Saufley Field Road/CR 296	Pedestrian	Add Sidewalk (Major Regrading)
NA	70	Jackson Street(CR 298A) (ESC)	Pace Boulevard	"A" Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	71	Pensacola Beach Boulevard CR 399 (ESC)	North end of Bob Sikes Bridge	Via de Luna Drive	Pedestrian	Add Sidewalk (Minor Regrading)
NA	72	W Burgess Road (SR 742) (ESC)	SR 95/Pensacola Boulevard	CR 95A/Old Palafox Highway	Pedestrian	Add Sidewalk (Major Regrading)
NA	73	E Burgess Road (SR 742) (ESC)	Confederate Drive	Creighton Road	Pedestrian	Add Sidewalk (Major Regrading)
NA	74	Davis Highway (SR 291) (ESC)	Brent Lane/SR 296	Burgess Road/SR 742	Pedestrian	Add Sidewalk (Minor Regrading)
NA	75	Fairfield Drive (SR 727) (ESC)	65th Avenue	Bruce Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	76	E Burgess Road (SR 742) (ESC)	Sanders Street	Lanier Drive	Pedestrian	Add Sidewalk (Major Regrading)

Table 14: FY 19 - 23 Committed Bicycle & Pedestrian Project Priorities – Alabama

Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

ALDOT Item-Segment	Road Name	From	To	Mode	Recommended Facility Type/Improvement
100060029	SR 42 (Alabama US 98) (BAL)	Barclay Avenue	Alabama State Line	Bicycle	Add Paved Shoulders – Major Funded FY 18/19

Table 15: FY 19 - 23 Bicycle & Pedestrian Project Priorities – Alabama

ALDOT Item Segment	FY 19-23 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
100063403 100063404	1	CR 99 (BAL)	Carrier Drive	Spanish Cove Drive	Bicycle	Add Paved Shoulders (Major Regrading)
100063634 100063640	2	CR 99 (BAL)	CR 91	Carrier Drive	Bicycle	Add Paved Shoulders (Major Regrading)
100063635 100063641	3	SR 42 Alabama US 98 (BAL)	Hillcrest Road	Barclay Avenue	Bicycle	Add Paved Shoulders – Major
N/A	4	SR 42 Alabama US 98 (BAL)	Barclay Avenue	Alabama State Line	Pedestrian	Add Sidewalk (Major Regrading)
N/A	5	CR 99 (BAL)	Carrier Drive	Spanish Cove Drive	Pedestrian	Add Sidewalk (Major Regrading)
N/A	6	SR 42 Alabama US 98 (BAL)	SR 91 Sycamore	Hillcrest Road	Bicycle	Add Paved Shoulders – Major
N/A	7	SR 42 Alabama US 98 (BAL)	Hillcrest Road	Barclay Avenue	Pedestrian	Add Sidewalk (Major Regrading)
N/A	8	CR 91 (BAL)	CR 99	US 98	Pedestrian	Add Sidewalk (Major Regrading)
N/A	9	SR 42 Alabama US 98 (BAL)	SR 91 Sycamore	Hillcrest Road	Pedestrian	Add Sidewalk (Major Regrading)
N/A	10	CR 99 (BAL)	CR 91	Carrier Drive	Pedestrian	Add Sidewalk (Major Regrading)

Table 16: FY 19 - 23 Escambia County Public Transportation Priorities Listed by Grant

FDOT Item Segment#	Funding Source	%	Project Description	Proposed FY 19 2018-2019	Proposed FY 20 2019-2020	Proposed FY 21 2020-2021	Proposed FY 22 2021-2022	Proposed FY 23 2022-2023
NA	TD – Escambia Trip & Equip Local Funds	90% 10%	Provide non sponsored trips and/or capital equipment to the trans disadv	666,815 74,091	666,815 74,091	666,815 74,091	666,815 74,091	666,815 74,091
NA	TD – Escambia Planning	100%	Planning agency duties for trans disadv planning related service	25,275	25,275	25,275	25,275	25,275
421717	FTA 5305 State Local Funds	80% 10% 10%	FL-AL TPO Planning grant funds	137,184 17,148 17,148	137,184 17,148 17,148	137,184 17,148 17,148	137,184 17,148 17,148	137,184 17,148 17,148
429262-1	FTA 5307 Toll Revenue Credit	80% 20%	Capital – prev. maint, replacement vehicles, expansion vehicles, signage, shelters, transit centers, misc. equip, security and training	1,200,000 300,000	1,200,000 300,000	2,200,000 550,00	2,200,000 550,000	2,200,000 550,000
421733-1[1]	FTA 5307 FLEX Toll Revenue Credit	80% 20%	Capital – prev. maint, replacement vehicles, expansion vehicles, signage, shelters, transit centers, misc. equip, security and training	300,000 75,000	300,000 75,000	300,000 75,000	300,000 75,000	300,000 75,000
430995-3	FTA 5307 Local Funds	50% 50%	Operating Assistance (Operating costs for equipment and facilities & JARC Projects)	2,000,000 2,000,000	2,000,000 2,000,000	1,000,000 1,000,000	1,000,000 1,000,000	1,000,000 1,000,000

[1]Federal funds of $300,000 correspond to the Non-SIS Priority 4 in Table 2.

Table 16: FY 19 - 23 Escambia County Public Transportation Priorities Listed by Grant

FDOT Item Segment#	Funding Source	%	Project Description	Proposed FY 19 2018-2019	Proposed FY 20 2019-2020	Proposed FY 21 2020-2021	Proposed FY 22 2021-2022	Proposed FY 23 2022-2023
430995-4	FTA 5339 Toll Revenue Credit	80% 20%	Capital – bus and bus related facilities	300,084 75,021	300,084 75,021	300,084 75,021	300,084 75,021	300,084 75,021
430995-2	FTA 5310 State Local Funds	80% 10% 10%	Capital – Enhanced Mobility of Seniors and Individuals with Disabilities	348,400 43,550 43,550	350,000 43,750 43,750	350,000 43,750 43,750	350,000 43,750 43,750	350,000 43,750 43,750
430995-2	FTA 5310 Local Funds	50% 50%	Operating – Enhanced Mobility of Seniors and Individuals with Disabilities	350,000 350,000	350,000 350,000	350,000 350,000	350,000 350,000	350,000 350,000
422257-1	FDOT Block Grant Local Funds	50% 50%	Operating Assistance – Block Grant	830,000 830,000	830,000 830,000	830,000 830,000	830,000 830,000	830,000 830,000
NA	FDOT 5311 State Local Funds	80% 10% 10%	Capital – Rural Assistance	185,958 23,245 23,245	185,958 23,245 23,245	185,958 23,245 23,245	185,958 23,245 23,245	185,958 23,245 23,245
421368-2	FDOT 5311 Local Funds	50% 50%	Operating – Rural Assistance	230,000 230,000	230,000 230,000	230,000 230,000	230,000 230,000	230,000 230,000
422260-1	FDOT	100%	Urban Corridor	420,000	434,059	447,081	450,000	450,000

Table 17: FY 19 - 23 Santa Rosa County Public Transportation Priorities Listed by Grant

FDOT Item Segment#	Funding Source	%	Project Description	Proposed FY 19 2018-2019	Proposed FY 20 2019-2020	Proposed FY 21 2020-2021	Proposed FY 22 2021-2022	Proposed FY 23 2022-2023
NA	TD – Santa Rosa T&E Local Funds	90% 10%	Provide non sponsored trips and/or capital equipment to the trans disadv	395,107 43,901	395,107 43,901	395,107 43,901	395,107 43,901	395,107 43,901
NA	TD – Santa Rosa Planning	100%	For planning agency to provide trans disadv planning related service	22,177	22,177	22,177	22,177	22,177
421371-3	FTA 5310 State Local Funds	80% 10% 10%	Capital – Enhanced Mobility of Seniors and Individuals with Disabilities	150,000 18,750 18,750	150,000 18,750 18,750	150,000 18,750 18,750	150,000 18,750 18,750	150,000 18,750 18,750
421371-2	FDOT 5311 Local Funds	50% 50%	Operating – Rural Assistance	130,000 130,000	130,000 130,000	130,000 130,000	130,000 130,000	130,000 130,000

Table 18: FY 19 - 23 Pensacola International Airport Aviation Project Priorities

2019

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	4357176	Construct Hangar Improvements	1,099,600	1,099,600		2,199,200
2	4296094	Design/Construct Parallel Taxiway Extension - SE quadrant	750,000	750,000	2,760,000	4,260,000
3	4296095	Runway 17/35 Extension – Environmental Assessment	750,000			750,000
4	TBA	Purchase Replacement ARFF Vehicle	35,000		665,000	700,000
5	TBA	ARFF Rehabilitation	40,000		360,000	400,000
6	4074361	Airfield Pavement and Lighting (LED) Rehabilitation - Design	15,000		135,000	150,000
		FY 19 Total	2,689,600	1,849,600	3,920,000	8,459,200

Table 18: FY 19 - 23 Pensacola International Airport Aviation Project Priorities

2020

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	4357176	Construct Hangar Improvements	7,500,000	7,500,000		15,000,000
2	4357173	ILS/GPS Approach Runway 17/35 Extension	50,000	50,000	900,000	1,000,000
3	TBA	Airfield Pavement and Lighting (LED) Rehabilitation – Construction	155,500		1,399,500	1,555,000
4	TBA	Taxiway A Rehabilitation - Design	2,500		22,500	25,000
5	TBA	Taxiway B Rehabilitation - Design	2,500		22,500	25,000
		FY 20 Total	7,710,500	7,550,000	2,344,500	17,605,000

Table 18: FY 19 - 23 Pensacola International Airport Aviation Project Priorities

2021

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	4357175	Relocate Helicopter Operations	84,600	84,600	1,530,000	1,699,200
2	TBA	Taxiway A Rehabilitation Phase I – Construction	236,900		2,132,100	2,369,000
3	TBA	Rehabilitate SW Apron - Design	200,000			200,000
		FY 21 Total	521,500	84,600	3,662,100	4,268,200

Table 18: FY 19 - 23 Pensacola International Airport Aviation Project Priorities

2022

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	TBA	Taxiway B Rehabilitation Phase II - Construction	236,100		2,124,900	2,361,000
2	TBA	Rehabilitate SW Apron – Construction	125,000	125,000	2,250,000	2,500,000
3	TBA	GA Industrial Apron - Design	30,000		270,000	300,000
4	TBA	GA Ramp Expansion - Design	30,000		570,000	600,000
5	TBA	Runway 8/26 Pavement Rehabilitation – Design/Bid	650,000	650,000	11,700,000	13,000,000
		FY 22 Total	1,071,100	775,000	16,914,900	18,761,000

Table 18: FY 19 - 23 Pensacola International Airport Aviation Project Priorities

2023

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	TBA	Runway 17/35 Extension - Design	750,000	750,000		1,500,000
2	TBA	Taxiway C & D Rehabilitation - Design	25,000	25,000		50,000
3	TBA	Industrial Apron - Construction	500,000	500,000	9,000,000	10,000,000
4	TBA	GA Ramp Expansion - Construction	150,000	150,000	2,700,000	3,000,000
		FY 23 Total	1,425,000	1,425,000	11,700.000	14,550,000

Table 19: FY 19 - 23 Peter Prince Airport Aviation Project Priorities

2019

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	TBA	Construct Access Taxiways to East Apron T-Hangar Area	39,000	39,000	702,000	780,000
2	TBA	Construct parking area (adjacent to existing East apron - Hangar Area)	13,600	54,000		67,600

2020

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	TBA	Construct T Hangar (10 units) & apron	150,000	600,000		750,000
2	TBA	Rehabilitate/Replace Airfield Signage	2,500	2,500	45,000	50,000

2021

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	TBA	Rehabilitation / Widening of Existing East Taxiways	55,000	55,000	990,000	1,100,000
2	TBA	Renovate Existing FBO facilities on West Apron)	15,000	15,000	270,000	300,000

Table 19: FY 19 - 23 Peter Prince Airport Aviation Project Priorities

2022

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	TBA	Rehabilitation and Widening of Existing West Taxiway	91,855	91,855	1,653,390	1,837,100

2023

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	TBA	Replace/Upgrade Airport Security Perimeter Fence	30,000	120,000		150,000
2	TBA	Replace/Upgrade Runway/Taxiway lighting	40,000	160,000		200,000

Table 20: FY 19 - 23 Port of Pensacola Seaport Project Priorities

2019

Project Priority	Project Description	FSTED	CITY	TBD	Estimated Cost
1	No Projects Identified				

2020

Project Priority	Project Description	FSTED	CITY	TBD	Estimated Cost
1	Berth 6 Rehabilitation - Construction Phases II & III		TBD	5,000,000	5,000,000
2	Dredging of Berths 1, 2, 3, 5, 6	500,000	TBD		500,000
3	Rail Line and Switch Replacement		TBD	500,000	500,000

FSTED = Florida Seaport Transportation Economic Development Council
TBD=To Be Determined
Please note the city share is estimated. Exact Cost to be determined.

Table 20: FY 19 - 23 Port of Pensacola Seaport Project Priorities

2021

Project Priority	Project Description	FSTED	CITY	TBD	Estimated Cost
1	Berth 6 Rehabilitation - Construction Phases II & III		TBD	5,000,000	5,000,000
2	Berthe 5 Condition Assessment	250,000	62,500		312,500
3	Rail Line and Switch Replacement		TBD	500,000	500,000

2022

Project Priority	Project Description	FSTED	CITY	TBD	Estimated Cost
1	Berth 5 Rehabilitation - Design Phase		TBD	TBD	TBD

2023

Project Priority	Project Description	FSTED	CITY	TBD	Estimated Cost
1	Berth 5 Rehabilitation – Construction Phase		TBD	TBD	TBD

FSTED = Florida Seaport Transportation Economic Development Council
TBD=To Be Determined
Please note the city share is estimated. Exact Cost to be determined

Table 21: FY 19 - 23 Bridge Replacement Project Priorities
Not Subject to Priority Ranking

Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement
US98 (SR 30) Phillip D. Beall Sr. Bridge (ESC/SRC)	Pensacola	Gulf Breeze	PD&E Study – Complete Design – Underway ROW – Complete Construction – Underway	Replacement of existing bridge with a 6 lane facility
Quintette Road Bridge	Escambia County Side Landfall	Santa Rosa County Side Landfall	PD&E – Not Complete Design – Not Complete ROW – Not Complete Construction – Not Complete	Replacement of existing bridge over Escambia River

Table 22: FY 19 - 23 Congestion Mitigation and Air Quality (CMAQ) Project Priorities

FDOT Item-Segment	FY 19-23 Priority Ranking	Description	Estimated Costs
NA	1	**Northwest Florida Clean Cities Coalition** Support staffing of the coalition by the TPO, development of a 5 year Implementation Plan and application for designation as a Clean Cities Coalition by the U.S. Dept. of Energy.	$50,000
NA	2	**TPO Alternatives Fuel Initiative** This initiative provides for the conversion of fleets within the TPO region to alternative fuels (CNG, biofuel, electric, etc.) as well as the provision of fuel delivery infrastructure.	$200,000
NA	3	**TPO Commuter Services Program** Funds support administration of the Program by the TPO, software maintenance, outreach and other promotional efforts.	$75,000

Appendix A – Regional Intelligent Transportation System (ITS) Plan Projects

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

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November 23, 2015

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TMC Modifications

Escambia

	Description :	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
	Video Monitor Wall	EA	1		$ 50,000.00	$ 50,000.00
	Workstations and Printers	EA	1		$ 4,000.00	$ 4,000.00
	Network Wiring/Equipment	LS	1		$ 26,000.00	$ 26,000.00
	Electrical/Lighting Modifications	LS	1		$ 15,000.00	$ 15,000.00
	Arch/Mechanical Modifications	LS	1		$ 30,000.00	$ 30,000.00
	Workstation Consoles	LS	1		$ 4,000.00	$ 4,000.00
	Software Licenses	LS	1		$ 20,000.00	$ 20,000.00
	Building Permits	LS	1		$ 5,000.00	$ 5,000.00
	Servers and Central Management Software	LS	1		$ -	$ -
						$ 154,000.00

Pensacola

	Description :	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
	Video Monitor Wall	EA	1		$ 50,000.00	$ 50,000.00
	Workstations and Printers	EA	1		$ 4,000.00	$ 4,000.00
	Network Wiring/Equipment	LS	1		$ 26,000.00	$ 26,000.00
	Electrical/Lighting Modifications	LS	1		$ 20,000.00	$ 20,000.00
	Arch/Mechanical Modifications	LS	1		$ 45,000.00	$ 45,000.00
	Workstation Consoles	LS	1		$ 4,000.00	$ 4,000.00
	Software Licenses	LS	1		$ 20,000.00	$ 20,000.00
	Building Permits	LS	1		$ 5,000.00	$ 5,000.00
	Servers and Central Management Software	LS	1		$ -	$ -
						$ 174,000.00
	TMC SubTotal					$ 328,000.00
101-1	Mobilization	LS	1		$ 32,800.00	$ 32,800.00
999-25	Contingency Amount - Initial	LS	1		$ 36,080.00	$ 36,080.00
	TMC Modifications Total					**$ 396,880.00**

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

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Ring No. 1/2

Intersections:

1. SR-30/SR-196/Bayfront Pkwy at 17th Ave
2. SR-30/Chase St at SR-196/Bayfront Pkwy
3. SR-30/Chase St at US-98/9th Ave
4. Chase St at Tarragona St
5. Chase St at Palafox St
6. Chase St at Baylen St
7. Gregory St at Taragona St
8. Gregory St at Palafox St
9. Gregory St at 9th Ave
10. Gregory St at Alcaniz St
11. Wright St at Palafox St
12. US-29/SR-95/Palafox St at Blount St
13. US-29/SR-95/Palafox St at Blount St
14. US-29/SR-95/Palafox St at Jordan St
15. US-29/SR-95/Palafox St at Maxwell St
16. US-29/SR-95/Palafox St at Cross St/Leonard St
17. SR-291/DR MLK JR Dr at Blount St
18. Blount St at Davis Hwy
19. Blount St at SR-289/9th Ave
20. Jordan St at SR-289/9th Ave
21. SR-291/DR MLK JR Dr at Maxwell St
22. SR-291/DR MLK JR Dr at SR-752/Texar Dr
23. SR-752/Texar Dr at Davis Hwy
24. SR-752/Texar Dr at SR-289/9th Ave
25. SR-752/Texar Dr at 12th Ave

Existing Under Phase I (not replaced):

1. *US-29/SR-95/Palafox St at SR-752/Texar Dr (**MH)*

Pay Item Number:	*Description:*	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
630-2-11	Conduit, F&I, Open Trench	LF	8686		$ 5.33	$ 46,294.60
630-2-12	Conduit, F&I, Directional Bore	LF	17371		$ 11.60	$ 201,507.47
630-2-15	Conduit, F&I, Bridge Mount	LF	2916		$ 16.51	$ 48,143.16
633-1-114	Fiber Optic Cable, F&I, Overhead, 144 Fibers	LF	3801		$ 3.15	$ 11,973.15
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	31707		$ 2.81	$ 89,096.67
633-2-31	Fiber Optic Connection, Install, Splice	EA	244		$ 49.53	$ 12,085.32
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	25		$ 916.75	$ 22,918.75
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	37		$ 99.05	$ 3,664.85
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	25		$ 238.82	$ 5,970.50
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	13		$ 858.43	$ 11,159.59
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	25		$ 1,478.04	$ 36,951.00
635-3-12	Junction Box, F&I, Mounted	EA	4		$ 842.56	$ 3,370.24
639-1-122	Electrical Power Service, F&I, Underground	EA	25		$ 1,210.61	$ 30,265.25
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	25		$ 896.74	$ 22,418.50
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	25		$ 737.36	$ 18,434.00
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	25		$ 22,500.00	$ 562,500.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	13		$ 9,450.00	$ 122,850.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	25		$ 2,360.68	$ 59,017.00
101-1	Mobilization	LS	$ 65,431.00			
102-1	Maintenance of Traffic	LS	$ 65,431.00			
677-1-11	Equipment Shelter - Master Hub	EA	$ 25,000.00			
999-25	Contingency Amount Initial		$ 146,448.21			
				Ring Total:		**$ 1,610,930.26**

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

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November 23, 2015

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Ring No. 3/4

Intersections:

1. US-90/SR-10A/Cerbantes St at Perry Ave
2. US-90/SR-10A/Cerbantes St at 17th St
3. US-90/SR-10A/Cerbantes St at 12th St
4. US-90/SR-10A/Cerbantes St at SR-289/9th Ave
5. US-90/SR-10A/Cerbantes St at Davis Hwy
6. US-90/SR-10A/Cerbantes St at Dr. MLK Jr Dr
7. US-90/SR-10A/Cerbantes St at Hayne St
8. US-90/SR-10A/Cerbantes St at US-29/SR-95/Palafox St
9. US-90/SR-10A/Cerbantes St at I-110 (SB)
10. US-90/SR-10A/Cerbantes St at Baylen St
11. US-90/SR-10A/Cerbantes St at Spring St
12. US-90/SR-10A/Cerbantes St at A St
13. US-90/SR-10A/Cerbantes St at CR-443/E St
14. US-90/SR-10A/Cerbantes St at SR-292/Pace Blvd
15. US-90/SR-10A/Cerbantes St at T St
16. US-90/SR-10A/Cerbantes St at CR-453/W St
17. US-90/SR-10A/Cerbantes St at Shoemaker St
18. US-90/SR-10A/Cerbantes St at Green St
19. CR-443/E St at Avery St
20. CR-443/E St at Jordan St
21. CR-443/E St at Leonard St
22. CR-443/E St at Moreno St
23. SR-292/Pace Blvd at Jackson St
24. SR-292/Pace Blvd at Jordan St
25. SR-292/Pace Blvd at St Mary Ave
26. CR-453/W St at Jackson St
27. CR-453/W St at Moreno St
28. CR-453/W St at Avery St
29. CR-453/W St at Scott St
30. CR-295A/Old Corry Field Rd at SR-294/Chiefs Way
31. Palafox St at Main St (MH**)
32. Business US-98/SR-30/Navy Blvd at CR-295A/Old Corry Field Rd
33. Business US-98/SR-30/Navy Blvd at SR-294/Chiefs Way
34. Business US-98/SR-30/Navy Blvd at CR-453/W St
35. Business US-98/SR-30/Navy Blvd at SR-292/Pace Blvd
36. Business US-98/SR-30/Garden St at E St
37. Business US-98/SR-30/Garden St at SR-292/Barrancas Ave
38. Business US-98/SR-30/Garden St at A St
39. Business US-98/SR-30/Garden St at Spring St
40. Business US-98/SR-30/Garden St at Baylen St
41. Business US-98/SR-30/Garden St at Palafox St
42. Business US-98/SR-30/Garden St at Jefferson St
43. Business US-98/SR-30/Garden St at Taragona St
44. SR-295/SR-727/SR-752/Texar Dr at CR-443/E St

Pay Item Number:	*Description:*	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
630-2-11	Conduit, F&I, Open Trench	LF	20894		$ 5.33	$ 111,363.24
630-2-12	Conduit, F&I, Directional Bore	LF	41787		$ 11.60	$ 484,733.07
630-2-15	Conduit, F&I, Bridge Mount	LF	6861		$ 16.51	$ 113,275.11
633-1-114	Fiber Optic Cable, F&I, Overhead, 144 Fibers	LF	17263		$ 3.15	$ 54,378.45
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	72681		$ 2.81	$ 204,233.61
633-2-31	Fiber Optic Connection, Install, Splice	EA	320		$ 49.53	$ 15,849.60
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	44		$ 916.75	$ 40,337.00
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	56		$ 99.05	$ 5,546.80
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	44		$ 238.82	$ 10,508.08
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	24		$ 858.43	$ 20,602.32
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	44		$ 1,478.04	$ 65,033.76
635-3-12	Junction Box, F&I, Mounted	EA	10		$ 842.56	$ 8,425.60
639-1-122	Electrical Power Service, F&I, Underground	EA	44		$ 1,210.61	$ 53,266.84
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	44		$ 896.74	$ 39,456.56
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	44		$ 737.36	$ 32,443.84
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	44		$ 22,500.00	$ 990,000.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	22		$ 9,450.00	$ 207,900.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	44		$ 2,360.68	$ 103,869.92
101-1	Mobilization	LS	$ 128,061.19			
102-1	Maintenance of Traffic	LS	$ 128,061.19			
677-1-11	Equipment Shelter - Master Hub	EA	$ 25,000.00			
999-25	Initial Contingency Amount		$ 284,234.62			
				Ring Total:		**$ 3,126,580.80**

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

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November 23, 2015

Version 3.0

Ring No. 5/6

Intersections:

1 Government St at Baylen St
2 Main St at Spring St
3 Government St at Spring St
4 Main St at E St
5 SR-292/Barrancas Ave at Main St
6 SR-292/Barrancas Ave at Pace Blvd
7 SR-292/Barrancas Ave at Live Oak Ave/Old Corry Field Rd
8 SR-292/Barancas Ave at 2nd St
9 SR-292/Barrancas Ave at SR-295/Navy Blvd
10 SR-295/Navy Blvd at Sunset Ave
11 SR-295/Navy Blvd at Winthrop Ave
12 SR-295/Navy Blvd at Walmart Super Center Entrance
13 SR-295/Navy Blvd at US-98
14 SR-295/Navy Blvd/New Warrington Rd at DeWitt Dr
15 SR-295/New Warrington Rd at SR-294/Chief Way
16 SR-295/New Warrington Rd at SR-298/Jackson St
17 CR-298A/Jackson St at CR-295A/Old Corry Field Rd
18 SR-298/Lillian Hwy at SR-173/Blue Angel Pkwy
19 SR-298/Lillian Hwy at SR-727/Fairfield Dr
20 SR-298/Lillian Hwy at 69th Ave
21 SR-298/Lillian Hwy at 65th Ave
22 SR-298/Lillian Hwy at 57th Ave
23 SR-727/Fairfield Dr at Crow Rd/Jackson St
24 SR-727/Fairfield Dr at Patricia Dr
25 SR-727/Fairfield Dr at 61st Ave
26 US-90/SR-10A/Mobile Hwy at CR-341/Marlane Dr
27 US-90/SR-10A/Mobile Hwy at Massachusetts Ave
28 US-90/SR-10A/Mobile Hwy at Edison Dr
29 US-90/SR-10A/Mobile Hwy at Cherokee Trl
30 US-90/SR-10A/Mobile Hwy at SR-295/New Warrington Rd
31 US-90/SR-10A/Mobile Hwy at SR-727/Fairfield Dr
32 SR-298/Lillian Hwy at SR-295/New Warrington Rd
33 SR-727/Fairfield Dr at South Dakota St
34 SR-727/Fairfield Dr/SR-295/New Warrington Rd at Ruby Ave
35 SR-295/Fairfield Dr at Hollywood Ave
36 SR-295/Fairfield Dr at CR-453/W St
37 SR-295/Fairfield Dr at SR-292/Pace Blvd
38 SR-292/Pace Blvd at Herman St
39 SR-295/Fairfield Dr at L St
40 SR-292/Barrancas Ave at Government St
41 Main St at A St

Existing Under Phase I (not replaced):

1 *SR-295/Fairfield Dr at Texar St*

Wireless Intersections:

1 CR-173/Blue Angel Parkway at Muldoon Rd
2 Jackson St at 57th Ave
3 Jackson St at 65th Ave

Pay Item Number:	*Description:*	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
630-2-11	Conduit, F&I, Open Trench	LF	20538		$ 5.33	$ 109,469.32
630-2-12	Conduit, F&I, Directional Bore	LF	41077		$ 11.60	$ 476,489.33
630-2-15	Conduit, F&I, Bridge Mount	LF	6849		$ 16.51	$ 113,076.99
633-1-114	Fiber Optic Cable, F&I, Overhead, 144 Fibers	LF	35456		$ 3.15	$ 111,686.40
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	78425		$ 2.81	$ 220,374.25
633-2-31	Fiber Optic Connection, Install, Splice	EA	300		$ 49.53	$ 14,859.00
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	39		$ 916.75	$ 35,753.25
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	51		$ 99.05	$ 5,051.55
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	39		$ 238.82	$ 9,313.98
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	31		$ 858.43	$ 26,611.33
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	39		$ 1,478.04	$ 57,643.56
635-3-12	Junction Box, F&I, Mounted	EA	3		$ 842.56	$ 2,527.68
639-1-122	Electrical Power Service, F&I, Underground	EA	39		$ 1,210.61	$ 47,213.79
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	39		$ 896.74	$ 34,972.86
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	39		$ 737.36	$ 28,757.04
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	44		$ 22,500.00	$ 990,000.00
676-2-121	ITS Cabinet, F&I, pole mount, 336, 24" W X 36" H X 20" D, w/ sunshields	EA	1		$ 4,500.00	$ 4,500.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	22		$ 9,450.00	$ 207,900.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	45		$ 2,360.68	$ 106,230.60
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	4		$ 5,000.00	$ 20,000.00
101-1	Mobilization	LS	$ 131,121.55			
102-1	Maintenance of Traffic	LS	$ 131,121.55			
677-1-11	Equipment Shelter - Master Hub	EA	$ 25,000.00			
999-25	Contingency Amount Initial		$ 290,967.40			
				Ring Total:		**$ 3,200,641.43**

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 7/8

Intersections:

1. Fairfield Dr at 12th Ave
2. 12th Ave at Summit Blvd
3. 12th Ave at SR-750/Airport Blvd
4. 12th Ave at College Blvd
5. Tippin Ave at Langley Ave
6. Langley Ave at SR-289/9th Ave
7. Langley Ave at Spanish Trail Rd
8. US-90/SR-10A/Scenic Hwy at Langley Ave
9. US-90/SR-10A/Scenic Hwy at SR-742/Creighton Rd
10. US-90/SR-10A/Scenic Hwy at I-10 EB
11. US-90/SR-10A/Scenic Hwy at I-10 WB
12. US-90/SR-10A/Scenic Hwy at Lora Point Rd/GE Plant
13. US-90/SR-10A/Scenic Hwy at SR-290/Olive Rd
14. SR-290/Olive Rd at SR-289/9th Ave
15. SR-289/9th Ave at Cordova Mall Entrance
16. SR-289/9th Ave at SR-750/Airport Blvd
17. SR-289/9th Ave at College Blvd
18. SR-289/9th Ave at Underwood Blvd
19. SR-289/9th Ave at Tippin Ave
20. SR-289/9th Ave at SR-742/Creighton Rd
21. SR-289/9th Ave at Keating Rd/Dunmire St
22. SR-289/9th Ave at Beau Terra Ln
23. SR-742/Creighton Rd at Tippin Ave
24. SR-742/Creighton Rd at Walmart Super Center Entrance
25. SR-742/Creighton Rd at Keating Rd
26. SR-742/Creighton Rd at Spanish Trail Rd
27. SR-750/Airport Blvd at Cobble View Dr
28. SR-750/Airport Blvd at Lowe's Entrance
29. SR-750/Airport Blvd at College Pkwy
30. SR-750/Airport Blvd at Cordova Commons Entrance
31. SR-296/Bayou Blvd at Sacred Heart Hospital Entrance

Wireless Intersections:

1. Summit Blvd at Spanish Trl
2. US-90/SR-10A/Scenic Hwy at Summit Blvd

Existing Under Phase I (not replaced):

1. *US-29/SR-95/Palafox St at SR-295/Fairfield*
2. *SR-295/Fairfield Dr at I-110*
3. *SR-295/Fairfield Dr at SR-291/Davis Hwy*
4. *SR-291/Davis Hwy at I-110*
5. *SR-295/Fairfield Dr at SR-289/9th Ave*
6. *SR-296/Brent Ln at Pensacola Christian College*
7. *SR-296/Brent Ln at Rawson Ln*
8. *SR-296/Brent Ln at I-110 SB*
9. *SR-296/Brent Ln at I-110 NB*
10. *SR-296/Brent Ln at SR-291/Davis Hwy*
11. *SR-289/9th Ave at SR-296/Bayou Blvd*
12. *SR-296/Bayou Blvd at Mall Entrance Rd*
13. *SR-296/Bayou Blvd at 12th Ave*

Pay Item Number:	*Description:*	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
630-2-11	Conduit, F&I, Open Trench	LF	25217		$ 5.33	$ 134,407.68
630-2-12	Conduit, F&I, Directional Bore	LF	37826		$ 11.60	$ 438,779.28
630-2-15	Conduit, F&I, Bridge Mount	LF	1800		$ 16.51	$ 29,718.00
633-1-114	Fiber Optic Cable, F&I, Overhead, 144 Fibers	LF	5637		$ 3.15	$ 17,756.55
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	70293		$ 2.81	$ 197,523.33
633-2-31	Fiber Optic Connection, Install, Splice	EA	272		$ 49.53	$ 13,472.16
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	31		$ 916.75	$ 28,419.25
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	44		$ 99.05	$ 4,358.20
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	31		$ 238.82	$ 7,403.42
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	21		$ 858.43	$ 18,027.03
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	31		$ 1,478.04	$ 45,819.24
635-3-12	Junction Box, F&I, Mounted	EA	4		$ 842.56	$ 3,370.24
639-1-122	Electrical Power Service, F&I, Underground	EA	31		$ 1,210.61	$ 37,528.91
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	31		$ 896.74	$ 27,798.94
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	31		$ 737.36	$ 22,858.16
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	33		$ 22,500.00	$ 742,500.00
676-2-121	ITS Cabinet, F&I, pole mount, 336, 24" W X 36" H X 20" D, w/ sunshields	EA	2		$ 4,500.00	$ 9,000.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	16		$ 9,450.00	$ 151,200.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	33		$ 2,360.68	$ 77,902.44
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	4		$ 5,000.00	$ 20,000.00
101-1	Mobilization	LS	$ 101,392.14			
102-1	Maintenance of Traffic	LS	$ 101,392.14			
999-25	Contingency Amount Initial		$ 223,062.71			
				Ring Total:		**$ 2,453,689.82**

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 9/10

Intersections:

1. US-29/SR-95/Pensacola Blvd at SR-750/Airport Blvd
2. US-29/SR-95/Pensacola Blvd at Industrial Blvd
3. US-29/SR-95/Pensacola Blvd at Marcus Pointe/Stumpfield Rd
4. US-29/SR-95/Pensacola Blvd at CR-453/W St
5. US-29/SR-95/Pensacola Blvd at Pinestead Rd
6. US-29/SR-95/Pensacola Blvd at Burgess Rd
7. US-29/SR-95/Pensacola Blvd at Diamond Dairy Rd
8. Massachusetts Ave at CR-453/W St
9. CR-453/W St at SR-296/Beverly Pkwy
10. CR-453/W St at SR-750/Airport Blvd
11. CR-453/W St at Marcus Pointe Blvd
12. SR-296/Beverly Pkwy at Clifton Ave
13. SR-296/Michigan Ave at Gulf Manor Rd
14. SR-296/Michigan Ave at Chicago Ave
15. SR-296/Michigan Ave/Saufley Field Rd at US-90/SR-10A/Mobile Hwy
16. Saufley Field Rd at Muldoon Rd
17. Saufley Field Rd at CR-173/Blue Angel Pkwy
18. US-90/SR-10A/Mobile Hwy at Bellview Ave
19. US-90/SR-10A/Mobile Hwy at CR-173/Blue Angel Pkwy
20. Marcus Pointe Blvd at Enterprise Dr
21. CR-297/Pine Forest Rd at CR-173/Blue Angel Pkwy
22. Longleaf Dr at Community Dr
23. CR-297/Pine Forest Rd at Fire Department
24. CR-297/Pine Forest Rd at Wild Lake Blvd
25. CR-297/Pine Forest Rd at I-10 EB
26. CR-297/Pine Forest Rd at I-10 WB
27. CR-297/Pine Forest Rd at Nine Mile Rd

Existing Under Phase I (not replaced):

1. *US-29/SR-95/Palafox St at SR-292/Pace Blvd/Massachusetts Ave*
2. *US-29/SR-95/Palafox St at SR-296/Brent Ln*

Included within Ongoing Projects (not replaced):

1. *US-29/SR-95/Pensacola Blvd at Broad St*
2. *US-29/SR-95/Pensacola Blvd at Detroit Blvd*
3. *US-29/SR-95/Pensacola Blvd at Hood Dr*
4. *US-29/SR-95/Pensacola Blvd at US-90A/SR-10/9 Mile Rd EB*
5. *US-29/SR-95/Pensacola Blvd at US-90A/SR-10/9 Mile Rd WB (MH**)*
6. *US-90/SR-10A/Mobile Hwy at CR-297/Pine Forest Rd*
7. *CR-297/Pine Forest Rd at CR-297A*
8. *Nine Mile Rd at Fowler Ave*
9. *US-90A/Nine Mile Rd at Beulah Rd*
10. *US-90A/Nine Mile Rd at Heritage Oaks Blvd*
11. *US-90A/Nine Mile Rd at I-10 WB*

Pay Item Number:	*Description:*	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
630-2-11	Conduit, F&I, Open Trench	LF	25605		$ 5.33	$ 136,471.99
630-2-12	Conduit, F&I, Directional Bore	LF	25605		$ 11.60	$ 297,018.00
633-1-114	Fiber Optic Cable, F&I, Overhead, 144 Fibers	LF	18376		$ 3.15	$ 57,884.40
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	65279.5		$ 2.81	$ 183,435.40
633-2-31	Fiber Optic Connection, Install, Splice	EA	396		$ 49.53	$ 19,613.88
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	27		$ 916.75	$ 24,752.25
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	51		$ 99.05	$ 5,051.55
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	28		$ 238.82	$ 6,686.96
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	38		$ 858.43	$ 32,620.34
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	27		$ 1,478.04	$ 39,907.08
639-1-122	Electrical Power Service, F&I, Underground	EA	27		$ 1,210.61	$ 32,686.47
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	27		$ 896.74	$ 24,211.98
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	27		$ 737.36	$ 19,908.72
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	27		$ 22,500.00	$ 607,500.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	14		$ 9,450.00	$ 132,300.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	27		$ 2,360.68	$ 63,738.36
101-1	Mobilization	LS	$ 84,189.37			
102-1	Maintenance of Traffic	LS	$ 84,189.37			
677-1-11	Equpiment Shelter - Master Hub (x2)	EA	$ 50,000.00			
999-25	Contingency Amount Initial		$ 190,216.61			
				Ring Total:		**$ 2,092,382.72**

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 11/12

Intersections:

1 SR-291/Davis Hwy at Langley Ave
2 SR-291/Davis Hwy at Burgess Rd
3 SR-291/Davis Hwy at SR-742/Creighton Rd
4 SR-291/Davis Hwy at Bloodworth Ln
5 SR-291/Davis Hwy at I-10 EB
6 SR-291/Davis Hwy at I-10 WB
7 SR-291/Davis Hwy at Northcross Ln
8 SR-291/Davis Hwy at SR-290/Olive Rd
9 SR-291/Davis Hwy at University Pkwy
10 SR-291/Davis Hwy at Klinger St
11 SR-291/Davis Hwy at Johnson Ave
12 SR-291/Davis Hwy at Copter Ave
13 SR-750/Airport Blvd at Hancock Ln
14 SR-750/Airport Blvd at I-110 SB
15 SR-750/Airport Blvd at I-110 NB
16 SR-742/Creighton Rd at Hillburn Rd
17 SR-742/Creighton Rd at Plantation Rd
18 SR-290/Olive Rd at Cody Ln
19 SR-290/Olive Rd at Whitmire Rd
20 CR-95A/Palafox St at SR-750/Airport Blvd
21 CR-95A/Palafox St at Hancock Ln
22 CR-95A/Palafox St at SR-742/Burgess Rd
23 CR-95A/Palafox St at SR-290/Olive Rd
24 CR-95A/Palafox St at Johnson Ave
25 CR-95A/Palafox St at Ensley St
26 CR-95A/Palafox St aHood Dr
27 US-90A/SR-10/9 Mile Rd at CR-95A/Palafox St
28 US-90A/SR-10/9 Mile Rd at Holsberry Rd
29 US-90A/SR-10/9 Mile Rd at CR-292/Chemstrand Rd
30 US-90A/SR-10/9 Mile Rd at Humming Bird Blvd
31 US-90A/SR-10/9 Mile Rd at Guidy Ln
32 US-90A/SR-10/9 Mile Rd at Plainfield Ave
33 US-90A/SR-10/9 Mile Rd at University Pkwy
34 US-90/SR-10/9 Mile Rd at CR-498/Copter Rd
35 US-90A/SR-10/N Davis Hwy at Campus Dr/Rockwood Rd
36 US-90A/SR-10/N Davis Hwy at US-90/SR-10A/Scenic Hwy
37 University Pkwy at Johnson Ave
38 University Pkwy at University Town Center
39 University Pkwy at Hillview St
40 University Pkwy at Campus Dr
41 Campus Dr at Campus Ln (1)
42 Campus Dr at Campus Ln (2)
43 SR-291/Davis Hwy at SR-750/Airport Blvd
44 US-90A/Nine Mile Rd at Jernigan Rd/Sunnehanna Blvd

Pay Item Number:	*Description:*	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
630-2-11	Conduit, F&I, Open Trench	LF	30166		$ 5.33	$ 160,784.78
630-2-12	Conduit, F&I, Directional Bore	LF	30166		$ 11.60	$ 349,925.60
630-2-15	Conduit, F&I, Bridge Mount	LF	2358		$ 16.51	$ 38,930.58
633-1-114	Fiber Optic Cable, F&I, Overhead, 144 Fibers	LF	4890		$ 3.15	$ 15,403.50
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	93075		$ 2.81	$ 261,540.75
633-2-31	Fiber Optic Connection, Install, Splice	EA	608		$ 49.53	$ 30,114.24
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	44		$ 916.75	$ 40,337.00
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	80		$ 99.05	$ 7,924.00
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	44		$ 238.82	$ 10,508.08
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	20		$ 858.43	$ 17,168.60
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	44		$ 1,478.04	$ 65,033.76
635-3-12	Junction Box, F&I, Mounted	EA	6		$ 842.56	$ 5,055.36
639-1-122	Electrical Power Service, F&I, Underground	EA	44		$ 1,210.61	$ 53,266.84
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	44		$ 896.74	$ 39,456.56
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	44		$ 737.36	$ 32,443.84
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	44		$ 22,500.00	$ 990,000.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	22		$ 9,450.00	$ 207,900.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	44		$ 2,360.68	$ 103,869.92
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	1		$ 5,000.00	$ 5,000.00
101-1	Mobilization	LS	$ 121,733.17			
102-1	Maintenance of Traffic	LS	$ 121,733.17			
999-25	Contingency Amount Initial		$ 267,812.98			
				Ring Total:		**$ 2,945,942.73**

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 13/14

	Intersections:
1	US-98/SR-30 at SR-727/Fairfield Dr
2	US-98/SR-30 at 72nd Ave
3	US-98/SR-30 at 61st Ave
4	US-98/SR-30 at Naval Hospital Pensacola
5	US-98/SR-30 at Veterans Way
6	US-98/SR-30 at Navy Exchange Rd

	Wireless Intersections:
1	CR-173/Bauer Rd at SW Escambia Co. Sports Complex
2	CR-297/Dogtrack Rd at CR-173/Blue Angel Parkway
3	CR-173/Blue Angel Parkway at SR-292A/Gulf Beach Hwy
4	SR-292/Sorrento Rd at CR-292A/Gulf Beach Hwy
5	US-98/SR-30 at SR-173/Blue Angel Pkwy
6	US-98/SR-30 at SR-298/Lillian Hwy/CR-297/Dog Track Rd
7	US-98/SR-30/Lillian Hwy at CR-173/Bauer Rd
8	SR-292/Gulf Beach Hwy at SR-727/Fairfield Dr
9	SR-292/Sorrento Rd at SR-292A/Gulf Beach Hwy
10	SR-292/Sorrento Rd at SR-173/Blue Angel Pkwy
11	SR-292/Sorrento Rd at CR-173/Bauer Rd

Pay Item Number:	*Description:*	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
630-2-11	Conduit, F&I, Open Trench	LF	8261		$ 5.33	$ 44,028.47
630-2-12	Conduit, F&I, Directional Bore	LF	8261		$ 11.60	$ 95,821.80
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	17921		$ 2.81	$ 50,358.01
633-2-31	Fiber Optic Connection, Install, Splice	EA	168		$ 49.53	$ 8,321.04
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	6		$ 916.75	$ 5,500.50
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	18		$ 99.05	$ 1,782.90
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	6		$ 238.82	$ 1,432.92
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	4		$ 858.43	$ 3,433.72
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	6		$ 1,478.04	$ 8,868.24
639-1-122	Electrical Power Service, F&I, Underground	EA	17		$ 1,210.61	$ 20,580.37
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	17		$ 896.74	$ 15,244.58
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	17		$ 737.36	$ 12,535.12
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	17		$ 22,500.00	$ 382,500.00
676-2-121	ITS Cabinet, F&I, pole mount, 336, 24" W X 36" H X 20" D, w/ sunshields	EA	1		$ 4,500.00	$ 4,500.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	8		$ 9,450.00	$ 75,600.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	18		$ 2,360.68	$ 42,492.24
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	17		$ 5,000.00	$ 85,000.00
101-1	Mobilization	LS	$ 42,900.00			
102-1	Maintenance of Traffic	LS	$ 42,900.00			
999-25	Initial Contingency Amount		$ 94,379.99			
				Ring Total:		**$ 1,038,179.89**

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 15/16

Intersections:

1. US-29/SR-95/Pensacola Blvd at 10 Mile Rd
2. US-29/SR-95/Pensacola Blvd at Roberts Rd
3. US-29/SR-95/Pensacola Blvd at CR-186/Kingsfield Rd
4. US-29/SR-95/Pensacola Blvd at Tate School Rd
5. US-29/SR-95/Pensacola Blvd at CR-749/Old Chemstrand Rd
6. US-29/SR-95/Pensacola Blvd at Tree St/International Paper
7. US-29/SR-95/Pensacola Blvd at CR-184/Muscogee Rd
8. US-29/SR-95/Pensacola Blvd at CR-95A/Morris Ave
9. Ten Mile Rd at CR-95A/Palafox St
10. Ten Mile Rd at Ashton Brosnaham Dr
11. Ten Mile Rd at CR-749/Chemstrand Rd
12. CR-186/Kingsfield Rd at CR-95A/Palafox St
13. US-29/SR-95/Pensacola Blvd at 9 & Half Mile Rd

Wireless Intersections:

1. *CR-186/Kingsfield Rd at CR-749/Chemstrand Rd*

Pay Item Number:	*Description:*	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
630-2-11	Conduit, F&I, Open Trench	LF	14380		$ 5.33	$ 76,642.74
630-2-12	Conduit, F&I, Directional Bore	LF	14380		$ 11.60	$ 166,802.20
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	31859		$ 2.81	$ 89,523.79
633-2-31	Fiber Optic Connection, Install, Splice	EA	340		$ 49.53	$ 16,840.20
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	13		$ 916.75	$ 11,917.75
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	37		$ 99.05	$ 3,664.85
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	13		$ 238.82	$ 3,104.66
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	10		$ 858.43	$ 8,584.30
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	13		$ 1,478.04	$ 19,214.52
639-1-122	Electrical Power Service, F&I, Underground	EA	13		$ 1,210.61	$ 15,737.93
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	13		$ 896.74	$ 11,657.62
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	13		$ 737.36	$ 9,585.68
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	14		$ 22,500.00	$ 315,000.00
676-2-121	ITS Cabinet, F&I, pole mount, 336, 24" W X 36" H X 20" D, w/ sunshields	EA	6		$ 4,500.00	$ 27,000.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	7		$ 9,450.00	$ 66,150.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	20		$ 2,360.68	$ 47,213.60
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	3		$ 5,000.00	$ 15,000.00
101-1	Mobilization	LS	$ 45,181.99			
102-1	Maintenance of Traffic	LS	$ 90,363.98			
677-1-11	Equipment Shelter - Master Hub	EA	$ 25,000.00			
999-25	Contingency Amount Initial		$ 106,418.58			
				Ring Total:		**$ 1,170,604.39**

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 17/18

	Intersections:
1	US-90/SR-10 at CR-197A/Woodbine Rd
2	US-90/SR-10 at CR-197/Chumucka Hwy
3	US-90/SR-10 at CR-197B/Spencer Field Rd
4	US-90/SR-10 at Spencer Field Rd
5	US-90/SR-10 at Watkins Rd
6	US-90/SR-10/Caroline St at Spears St
7	US-90/SR-10/Caroline St at Cardinal St
8	US-90/SR-10/Caroline St at CR-197A/School Ln
9	US-90/SR-10/Caroline St at SR-281/Avalon Blvd (**MH)
10	SR-281/Avalon Blvd at Carroll Rd
11	SR-281/Avalon Blvd at CR-191A/Mulat Rd/Commerce Rd
12	SR-281/Avalon Blvd at CR-281B/Cynamid Rd/Pebble Ridge Dr

	Wireless Intersections:
1	SR-281/Avalon Blvd at I-10 EB

Pay Item Number:	*Description:*	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
630-2-11	Conduit, F&I, Open Trench	LF	22480		$ 5.33	$ 119,818.40
630-2-12	Conduit, F&I, Directional Bore	LF	22480		$ 11.60	$ 260,768.00
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	48210		$ 2.81	$ 135,470.10
633-2-31	Fiber Optic Connection, Install, Splice	EA	192		$ 49.53	$ 9,509.76
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	12		$ 916.75	$ 11,001.00
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	24		$ 99.05	$ 2,377.20
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	12		$ 238.82	$ 2,865.84
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	17		$ 858.43	$ 14,593.31
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	12		$ 1,478.04	$ 17,736.48
639-1-122	Electrical Power Service, F&I, Underground	EA	12		$ 1,210.61	$ 14,527.32
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	12		$ 896.74	$ 10,760.88
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	12		$ 737.36	$ 8,848.32
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	13		$ 22,500.00	$ 292,500.00
676-2-121	ITS Cabinet, F&I, pole mount, 336, 24" W X 36" H X 20" D, w/ sunshields	EA	1		$ 4,500.00	$ 4,500.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	7		$ 9,450.00	$ 66,150.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	14		$ 2,360.68	$ 33,049.52
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	2		$ 5,000.00	$ 10,000.00
101-1	Mobilization	LS	$ 50,723.81			
102-1	Maintenance of Traffic	LS	$ 50,723.81			
677-1-11	Equipment Shelter - Master Hub	EA	$ 25,000.00			
999-25	Initial Contingency Amount		$ 114,092.37			
				Ring Total:		**$ 1,255,016.12**

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 19/20

Intersections:

1. US-90/SR-10/Caroline St at Kmart Entrance
2. US-90/SR-10/Caroline St at Parkmore Plaza Dr
3. US-90/SR-10/Caroline St at Glover Ln
4. US-90/SR-10/Caroline St at Santa Rosa County Tax Collector
5. US-90/SR-10/Caroline St at SR-89/Dogwood Dr
6. US-90/SR-10/Caroline St at SR-87/Stewart St
7. US-90/SR-10/Caroline St at CR-191/Canal St
8. US-90/SR-10/Caroline St at Elmira St
9. US-90/SR-10/Caroline St at Willing St
10. US-90/SR-10/Caroline St at SR-89/Ward Basin Rd
11. SR-89/Dogwood Dr at Hamilton Bridge Rd
12. SR-89/Dogwood Dr at CR-184A/Berryhill Rd
13. SR-89/Dogwood Dr at Park Ave
14. SR-89/Dogwood Dr at CR-191/Willard Norris Rd/Magnolia St
15. SR-89/Dogwood Dr at SR-87/Stewart St
16. CR-197/Chumuckla Hwy at CR-197B/Norris Rd
17. CR-197B/Norris Rd at Spencer Field Rd
18. SR-87/Stewart St at CR-184A/Berryhill Rd
19. SR-87/Stewart St at Park Ave
20. CR-87A/Alabama St at CR-191/Munson Hwy

Wireless Intersections:

1. *US-90/SR-10/Caroline St at SR-87*
2. *SR-87/Stewart St at Nichols Lake Rd*
3. CR-184A/Berryhill Rd at CR-197/Chumuckla Hwy
4. CR-197/Chumuckla Hwy at CR-184/Quinnette
5. CR-184A/Berryhill Rd at Spencer Field Rd
6. CR-184A/Berryhill Rd at Berryhill Elementary School
7. CR-184A/Berryhill Rd at Anderson Ln
8. CR-184A/Berryhill Rd at Northrop Rd

Pay Item Number:	*Description:*	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
630-2-11	Conduit, F&I, Open Trench	LF	28928		$ 5.33	$ 154,186.24
630-2-12	Conduit, F&I, Directional Bore	LF	28928		$ 11.60	$ 335,564.80
630-2-15	Conduit, F&I, Bridge Mount	LF	2628		$ 16.51	$ 43,388.28
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	63906		$ 2.81	$ 179,575.86
633-2-31	Fiber Optic Connection, Install, Splice	EA	392		$ 49.53	$ 19,415.76
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	26		$ 916.75	$ 23,835.50
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	50		$ 99.05	$ 4,952.50
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	26		$ 238.82	$ 6,209.32
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	17		$ 858.43	$ 14,593.31
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	26		$ 1,478.04	$ 38,429.04
635-3-12	Junction Box, F&I, Mounted	EA	4		$ 842.56	$ 3,370.24
639-1-122	Electrical Power Service, F&I, Underground	EA	28		$ 1,210.61	$ 33,897.08
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	28		$ 896.74	$ 25,108.72
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	28		$ 737.36	$ 20,646.08
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	28		$ 22,500.00	$ 630,000.00
676-2-121	ITS Cabinet, F&I, pole mount, 336, 24" W X 36" H X 20" D, w/ sunshields	EA	4		$ 4,500.00	$ 18,000.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	14		$ 9,450.00	$ 132,300.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	32		$ 2,360.68	$ 75,541.76
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	12		$ 5,000.00	$ 60,000.00
101-1	Mobilization	LS	$ 90,950.72			
102-1	Maintenance of Traffic	LS	$ 90,950.72			
999-25	Initial Contingency Amount		$ 200,091.59			
				Ring Total:		**$ 2,201,007.53**

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 21/22

Intersections:

1. US-98/SR-30/Gulf Breeze Pkwy at Northcliff Dr
2. US-98/SR-30/Gulf Breeze Pkwy at Gulf Breeze Elementary
3. US-98/SR-30/Gulf Breeze Pkwy at Daniel St
4. Daniel St at Shoreline Dr
5. US-98/SR-30/Gulf Breeze Pkwy at Baptist Gulf Breeze Hospital
6. US-98/SR-30/Gulf Breeze Pkwy at Gondolier Blvd/Kelton Blvd
7. US-98/SR-30/Gulf Breeze Pkwy at Whisper Bay Blvd
8. US-98/SR-30/Gulf Breeze Pkwy at CR-191A/Oriole Beach Rd
9. US-98/SR-30/Gulf Breeze Pkwy at CR-399/College Pkwy
10. US-98/SR-30/Gulf Breeze Pkwy at Green Briar Pkwy
11. US-98/SR-30/Gulf Breeze Pkwy at SR-281/Garcon Point Rd
12. US-98/SR-30/Gulf Breeze Pkwy at Portside Dr
13. US-98/SR-30/Gulf Breeze Pkwy at Tiger Point Blvd
14. US-98/SR-30/Gulf Breeze Pkwy at CR-191C/Nantahala Beach Rd
15. US-98/SR-30/Gulf Breeze Pkwy at Edgewood Dr
16. US-98/SR-30/Navarre Pkwy at Sunrise Dr
17. US-98/SR-30/Navarre Pkwy at Coral St
18. US-98/SR-30/Navarre Pkwy at Navarre School Rd
19. US-98/SR-30/Navarre Pkwy at Andorra St
20. US-98/SR-30/Navarre Pkwy at SR-87
21. US-98/SR-30/Navarre Pkwy at CR-399/Navarre Beach Causeway
22. US-98/SR-30/Navarre Pkwy at Pullam St
23. US-98/SR-30/Navarre Pkwy at Winn-Dixie
24. US-98/SR-30/Navarre Pkwy at Panhandle Trl
25. US-98/SR-30/Navarre Pkwy at Wal-Mart Supercenter
26. US-98/SR-30/Navarre Pkwy at Whisper Pines Blvd
27. US-98/SR-30/Navarre Pkwy at Orion Parker Dr
28. SR-87/Stewart Rd at Laredo St
29. SR-87/Stewart Rd at High School Blvd
30. SR-87 at CR-399/E Bay Blvd/Turkey Bluff Rd

Wireless Intersections:

1. SR-399/Pensacola Beach Blvd at Via De Luna Dr/Fort Pickens Rd

Pay Item Number:	*Description:*	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
630-2-11	Conduit, F&I, Open Trench	LF	65608		$ 5.33	$ 349,687.98
630-2-12	Conduit, F&I, Directional Bore	LF	65608		$ 11.60	$ 761,047.00
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	139365		$ 2.81	$ 391,615.65
633-2-31	Fiber Optic Connection, Install, Splice	EA	264		$ 49.53	$ 13,075.92
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	30		$ 916.75	$ 27,502.50
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	42		$ 99.05	$ 4,160.10
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	30		$ 238.82	$ 7,164.60
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	43		$ 858.43	$ 36,912.49
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	30		$ 1,478.04	$ 44,341.20
639-1-122	Electrical Power Service, F&I, Underground	EA	31		$ 1,210.61	$ 37,528.91
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	31		$ 896.74	$ 27,798.94
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	31		$ 737.36	$ 22,858.16
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	31		$ 22,500.00	$ 697,500.00
676-2-121	ITS Cabinet, F&I, pole mount, 336, 24" W X 36" H X 20" D, w/ sunshields	EA	1		$ 4,500.00	$ 4,500.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	15		$ 9,450.00	$ 141,750.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	32		$ 2,360.68	$ 75,541.76
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	1		$ 5,000.00	$ 5,000.00
101-1	Mobilization	LS	$ 132,399.26			
102-1	Maintenance of Traffic	LS	$ 132,399.26			
677-1-11	Equipment Shelter - Master Hub	EA	$ 25,000.00			
999-25	Initial Contingency Amount		$ 293,778.37			
				Ring Total:		**$ 3,231,562.10**

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

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Additional Devices Regionwide

Remote Intersections:

1 Bratt Rd at Bryneville Rd

2 SR-4 at Commerce St

670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	0		$ 22,500.00	$	-
633-2-31	Fiber Optic Connection, Install, Splice	EA	0		$ 49.53	$	-
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	0		$ 916.75	$	-
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	0		$ 99.05	$	-
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	0		$ 238.82	$	-
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	0		$ 1,478.04	$	-
639-1-122	Electrical Power Service, F&I, Underground	EA	0		$ 1,210.61	$	-
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	0		$ 896.74	$	-
641-2-14	Prestressed Concrete Pole, F&I, Type P-IV	EA	0		$ 1,061.19	$	-
660-3-11	Vehicle Detection System, Microwave, Cabinet Equipment	EA	0		$ 1,800.00	$	-
660-3-12	Vehicle Detection System, Microwave, Above Ground Equipment	EA	0		$ 3,500.00	$	-
660-6-121	Vehicle Detection System - Bluetooth Cabinet Equipment	EA	10		$ 500.00	$	5,000.00
660-6-122	Vehicle Detection System - Bluetooth Above Ground Equipment	EA	10		$ 3,000.00	$	30,000.00
676-2-111	ITS Cabinet, Pole Mount, 336	AS	0		$ 7,600.00	$	-
700-8-135	Arterial Dynamic Message Sign, F&I, with UPS, Full Color, 51-100 SF	EA	2		$ 65,000.00	$	130,000.00
700-10-122	Dynamic Message Support Structure	EA	2		$ 60,000.00	$	120,000.00
781-3-111	ITS Road Weather Information System	EA	0		$ 50,000.00	$	-
101-1	Mobilization	LS	$ 28,500.00				
102-1	Maintenance of Traffic	LS	$ 28,500.00				
999-25	Initial Contingency Amount		$ 34,200.00				

				Additional Devices Total		**$**	**376,200.00**

Project Total **$ 25,099,617.77**

LEGEND:

- EXISTING TRAFFIC SIGNAL
- PROPOSED MASTER HUB
- WIRELESS CONNECTION
- WIRELESS ACCESS POINT
- DMS
- MVDS PAIR (WHERE APPLICABLE)
- BLUETOOTH READER

N

GULF BREEZE
Pop. 5,665

TO CR 399

MEXICO

Regional Intelligent Transportation Systems Plan
2016 Progress Report on Implementation

Introduction

The Florida-Alabama, Okaloosa-Walton, and Bay County Transportation Planning Organizations worked as partners to complete the Regional Intelligent Transportation Systems (ITS) Plan. The Regional ITS Plan was adopted in September of 2010 by each of the three TPOs. The purpose of this report is to outline how each partner has strived to implement the recommendations outlined in the Regional ITS Plan. The vision outlined in the Regional ITS Plan is a looped system that benefits the region.

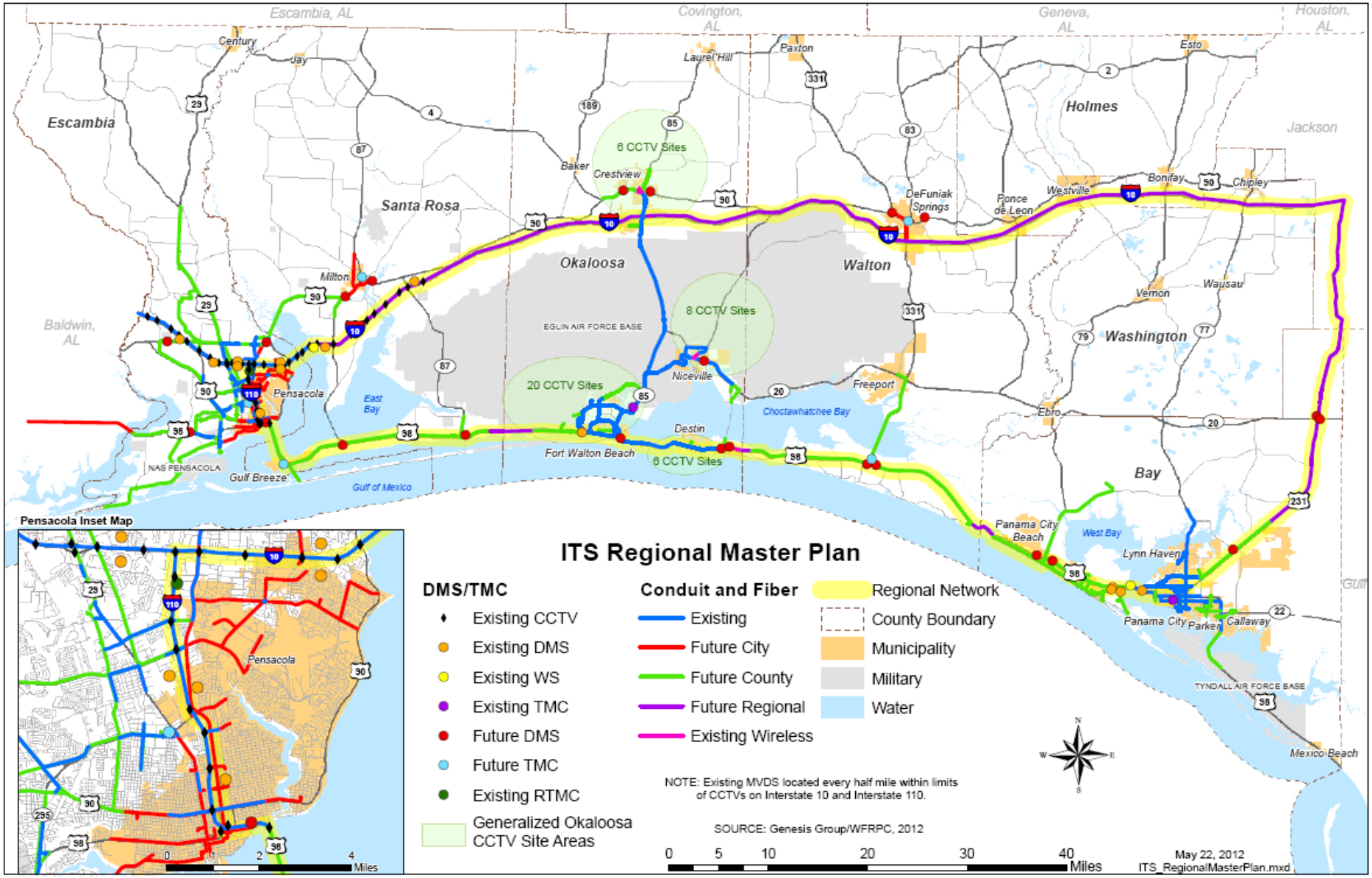
ITS is a program aimed at using computers and communications to make travel smarter, faster, safer, and more convenient. ITS helps reduce the cost of moving goods and services to the marketplace.

The Regional ITS Plan includes a list of ITS system needs for each TPO. Existing ITS networks in each TPO are identified and evaluated in the Regional ITS Plan. Moreover, future needs are evaluated and additional staffing needs for operation and maintenance of future ITS improvements and the implementation of a regional ITS network to benefit all three TPOs is included. The following is a progress report of what each TPO has employed or is planning to employ to implement the recommendations outlined in the Regional ITS Plan.

Regional ITS Network

Sharing transportation information with transportation system users is a key characteristic of ITS applications. As transportation systems become more complex and interconnected, there is a need to share information with others in order to maximize the efficiency of the transportation network. In the Regional ITS Plan, a regional ITS network is recommended to connect all ITS components for all stakeholders in the region. Fiber optic cable is proposed along US 98 throughout the region. A fiber optic ring could be created with the proposed fiber running along US 98 to US 231 in Bay County, north to I-10, west on I-10 to I-110 in Escambia County, and south on I-110 to US 98. Figure 1 illustrates the existing and future needed fiber optic cable for a looped ITS network. A preliminary cost for the additional fiber optic cable is $3,291,740 (2010 Dollars). Cameras, Dynamic Message Signs (DMS), Microwave Vehicle Detection Systems (MVDS), and a weather station exist along I-10 and I-110 to help with incident detection and motorist information.

Figure 1- ITS Regional Master Plan Map



Florida-Alabama TPO

On September 8, 2010, through Resolution FL-AL 10-37, the Florida-Alabama TPO approved the Regional ITS Plan which includes the Florida-Alabama TPO, Okaloosa-Walton TPO, and Bay County TPO regions. The Florida-Alabama TPO has ranked the Escambia-Santa Rosa Regional ITS Project as number one (1) priority in the Transportation Improvement Program (TIP). The FL-AL TPO also created an ITS subcommittee to oversee the ITS implementation efforts in the Escambia and Santa Rosa Counties. The Escambia-Santa Rosa ITS Subcommittee meets monthly and is made up of representatives from Escambia and Santa Rosa Counties, the City of Milton, the City of Gulf Breeze, the City of Pensacola, West Florida Regional Council, and the FDOT. The group works together to ensure the ITS system is comprehensive, and includes a funding plan for the implementation and operation of a regional Advance Traffic Management System (ATMS) and a regional Traffic Management Center (TMC) and related infrastructure.

Escambia County and Santa Rosa County

Since adoption the Regional ITS Plan, the following ITS projects have been deployed in the Escambia and Santa Rosa Counties:

- In 2013, the FDOT funded a continuing contract for implementation of an Active Arterial Management System on SR 291 (Davis Highway). The system consists of approximately 2.5 miles of arterial roadway from the intersection of Davis Highway at Johnson Avenue to the intersection of Davis Highway at SR 750 (Airport Boulevard) and ends at the Pensacola Regional Transportation Management Center (RTMC). The primary goals of this system are to improve safety, congestion, emergency response, incident management, and traffic flow along Davis Highway. Signalized intersections which are integrated in the Davis Highway System include Johnson Avenue, Klinger Street, University Parkway, Olive Road, Northcross Lane, I-10 WB Ramp, I-10 EB Ramp, Bloodworth Lane, Creighton, and Burgess Road. In 2016, two additional signalized intersection were added to the Davis Highway Active Arterial Management System at Longley Avenue and Airport Blvd.

- In 2013, FDOT awarded a design-build contract for implementation of the ATMS Phase I on Brent Lane/Bayou Blvd from North Palafox Street to North 12th Avenue, on North Palafox from Brent Lane to East Fairfield Drive, and on East Fairfield Drive from North Palafox Street to North 12th Avenue. The system includes integration of 18 signalized intersections along these corridors. This project included design, construction and integration of ITS infrastructure, including ten (10) cameras, approximately 6.7 miles of fiber optic cable, an Ethernet communication network, center to center communication, Closed Circuit Television (CCTV), and modification of existing closed loop systems. The project was completed in 2015 and accepted in January 2016.

- In 2015, Escambia County entered into a continuing professional services contract with DRMP, Inc. to provide general traffic engineering operation and management services including signal retiming, transportation engineering, planning and other support services

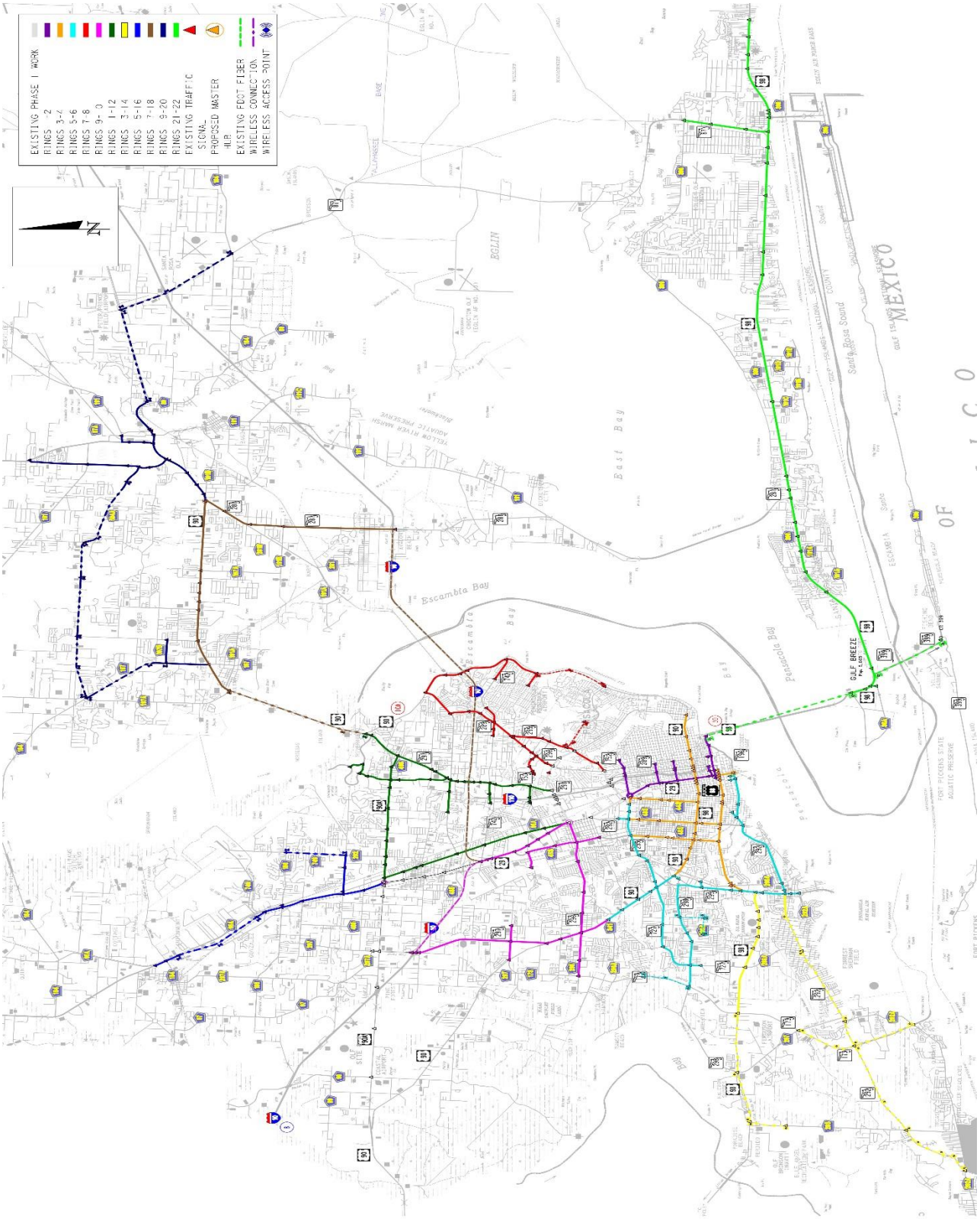
for Escambia and Santa Rosa Counties. In general, the consultant is functioning as an extension of staff for traffic engineering related services.

- In 2015, the Florida Department of Transportation and City of Pensacola initiated development of the Escambia-Santa Rosa Regional ATMS Feasibility Study and Implementation Plan project. The feasibility study will define a comprehensive plan to update and modernize traffic management tools and capabilities to prepare and assist the local agencies to meet their increasingly complex future transportation challenges. The Implementation Plan will be a blueprint for the modernization of the Escambia County and Santa Rosa County signal systems. A hardline communication link will be provided throughout the region with the deployment of 144-count single-mode fiber optic cable along key highways and arterials. More than 150 miles of fiber will be deployed either through proposed underground conduit or via the utilization of existing aerial spans, creating a direct link between all devices and TMC. Isolated signals or remote corridors will be brought onto the grid with the use of wireless network communication in the interest of cost savings. Incorporating ATMS Phase I, the region will deploy a bus network topology for the backbone communications that provides redundancy between the ATMS devices and the tactically positioned master hubs. In total, the proposed work for Phase II carries an estimated cost of $25,000,000. The completion of Phase II will provide the region with the complete infrastructure and communications necessary for a full-scale ATMS system, while providing upgraded hardware to enhance the capability of performing active arterial management functions for improved corridor operations. Phase III of the ATMS system will include the full buildout of the ATMS system including the installation of arterial Dynamic Message Signs (DMS) and structures, Road Weather Information Systems (RWIS), Microwave Vehicle Detection Systems (MVDS), Bluetooth Travel Time Sensors, central software to monitor these devices, supporting communications infrastructure and a Regional Traffic Management Center (RTMC). The estimated cost of the ATMS Phase 3 is $26,000,000. The Escambia-Santa Rosa Regional ATMS Feasibility Study and Implementation Plan will be completed in 2016. A copy of the Escambia-Santa Rosa Regional ATMS map and construction cost estimate for ATMS Phase 2 are included in the following pages.

<u>Lillian, Alabama</u>

Installation of fiber optic cables is recommended along the US 98 corridor or CCTVs at the signalized intersections in the unincorporated community of Lillian in Southwest Baldwin County, Alabama. A recommendation in the Regional ITS Plan is that these signals can be monitored by a small TMC. The total estimated 2010 capital costs are $647,031 for 56,321 feet of fiber optic cable and conduit and five CCTVs in Lillian, Alabama.

Escambia-Santa Rosa Regional ATMS Map



ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

TMC Modifications

Escambia

	Description :	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
	Video Monitor Wall	EA	1		$ 50,000.00	$ 50,000.00
	Workstations and Printers	EA	1		$ 4,000.00	$ 4,000.00
	Network Wiring/Equipment	LS	1		$ 26,000.00	$ 26,000.00
	Electrical/Lighting Modifications	LS	1		$ 15,000.00	$ 15,000.00
	Arch/Mechanical Modifications	LS	1		$ 30,000.00	$ 30,000.00
	Workstation Consoles	LS	1		$ 4,000.00	$ 4,000.00
	Software Licenses	LS	1		$ 20,000.00	$ 20,000.00
	Building Permits	LS	1		$ 5,000.00	$ 5,000.00
	Servers and Central Management Software	LS	1		$ -	$ -
						$ 154,000.00

Pensacola

	Description :	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
	Video Monitor Wall	EA	1		$ 50,000.00	$ 50,000.00
	Workstations and Printers	EA	1		$ 4,000.00	$ 4,000.00
	Network Wiring/Equipment	LS	1		$ 26,000.00	$ 26,000.00
	Electrical/Lighting Modifications	LS	1		$ 20,000.00	$ 20,000.00
	Arch/Mechanical Modifications	LS	1		$ 45,000.00	$ 45,000.00
	Workstation Consoles	LS	1		$ 4,000.00	$ 4,000.00
	Software Licenses	LS	1		$ 20,000.00	$ 20,000.00
	Building Permits	LS	1		$ 5,000.00	$ 5,000.00
	Servers and Central Management Software	LS	1		$ -	$ -
						$ 174,000.00
	TMC SubTotal					$ 328,000.00
101-1	Mobilization	LS	1		$ 32,800.00	$ 32,800.00
999-25	Contingency Amount - Initial	LS	1		$ 36,080.00	$ 36,080.00
	TMC Modifications Total					**$ 396,880.00**

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 17/18

	Intersections:
1	US-90/SR-10 at CR-197A/Woodbine Rd
2	US-90/SR-10 at CR-197/Chumucka Hwy
3	US-90/SR-10 at CR-197B/Spencer Field Rd
4	US-90/SR-10 at Spencer Field Rd
5	US-90/SR-10 at Watkins Rd
6	US-90/SR-10/Caroline St at Spears St
7	US-90/SR-10/Caroline St at Cardinal St
8	US-90/SR-10/Caroline St at CR-197A/School Ln
9	US-90/SR-10/Caroline St at SR-281/Avalon Blvd (**MH)
10	SR-281/Avalon Blvd at Carroll Rd
11	SR-281/Avalon Blvd at CR-191A/Mulat Rd/Commerce Rd
12	SR-281/Avalon Blvd at CR-281B/Cynamid Rd/Pebble Ridge Dr

	Wireless Intersections:
1	SR-281/Avalon Blvd at I-10 EB

Pay Item Number:	*Description:*	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
630-2-11	Conduit, F&I, Open Trench	LF	22480		$ 5.33	$ 119,818.40
630-2-12	Conduit, F&I, Directional Bore	LF	22480		$ 11.60	$ 260,768.00
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	48210		$ 2.81	$ 135,470.10
633-2-31	Fiber Optic Connection, Install, Splice	EA	192		$ 49.53	$ 9,509.76
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	12		$ 916.75	$ 11,001.00
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	24		$ 99.05	$ 2,377.20
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	12		$ 238.82	$ 2,865.84
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	17		$ 858.43	$ 14,593.31
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	12		$ 1,478.04	$ 17,736.48
639-1-122	Electrical Power Service, F&I, Underground	EA	12		$ 1,210.61	$ 14,527.32
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	12		$ 896.74	$ 10,760.88
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	12		$ 737.36	$ 8,848.32
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	13		$ 22,500.00	$ 292,500.00
676-2-121	ITS Cabinet, F&I, pole mount, 336, 24" W X 36" H X 20" D, w/ sunshields	EA	1		$ 4,500.00	$ 4,500.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	7		$ 9,450.00	$ 66,150.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	14		$ 2,360.68	$ 33,049.52
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	2		$ 5,000.00	$ 10,000.00
101-1	Mobilization	LS	$ 50,723.81			
102-1	Maintenance of Traffic	LS	$ 50,723.81			
677-1-11	Equipment Shelter - Master Hub	EA	$ 25,000.00			
999-25	Initial Contingency Amount		$ 114,092.37			
				Ring Total:		**$ 1,255,016.12**

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 15/16

	Intersections:			*Wireless Intersections:*	
1	US-29/SR-95/Pensacola Blvd at 10 Mile Rd	13	US-29/SR-95/Pensacola Blvd at 9 & Half Mile Rd	1	*CR-186/Kingsfield Rd at CR-749/Chemstrand Rd*
2	US-29/SR-95/Pensacola Blvd at Roberts Rd				
3	US-29/SR-95/Pensacola Blvd at CR-186/Kingsfield Rd				
4	US-29/SR-95/Pensacola Blvd at Tate School Rd				
5	US-29/SR-95/Pensacola Blvd at CR-749/Old Chemstrand Rd				
6	US-29/SR-95/Pensacola Blvd at Tree St/International Paper				
7	US-29/SR-95/Pensacola Blvd at CR-184/Muscogee Rd				
8	US-29/SR-95/Pensacola Blvd at CR-95A/Morris Ave				
9	Ten Mile Rd at CR-95A/Palafox St				
10	Ten Mile Rd at Ashton Brosnaham Dr				
11	Ten Mile Rd at CR-749/Chemstrand Rd				
12	CR-186/Kingsfield Rd at CR-95A/Palafox St				

Pay Item Number:	*Description:*	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
630-2-11	Conduit, F&I, Open Trench	LF	14380		$ 5.33	$ 76,642.74
630-2-12	Conduit, F&I, Directional Bore	LF	14380		$ 11.60	$ 166,802.20
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	31859		$ 2.81	$ 89,523.79
633-2-31	Fiber Optic Connection, Install, Splice	EA	340		$ 49.53	$ 16,840.20
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	13		$ 916.75	$ 11,917.75
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	37		$ 99.05	$ 3,664.85
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	13		$ 238.82	$ 3,104.66
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	10		$ 858.43	$ 8,584.30
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	13		$ 1,478.04	$ 19,214.52
639-1-122	Electrical Power Service, F&I, Underground	EA	13		$ 1,210.61	$ 15,737.93
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	13		$ 896.74	$ 11,657.62
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	13		$ 737.36	$ 9,585.68
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	14		$ 22,500.00	$ 315,000.00
676-2-121	ITS Cabinet, F&I, pole mount, 336, 24" W X 36" H X 20" D, w/ sunshields	EA	6		$ 4,500.00	$ 27,000.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	7		$ 9,450.00	$ 66,150.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	20		$ 2,360.68	$ 47,213.60
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	3		$ 5,000.00	$ 15,000.00
101-1	Mobilization	LS	$ 45,181.99			
102-1	Maintenance of Traffic	LS	$ 90,363.98			
677-1-11	Equipment Shelter - Master Hub	EA	$ 25,000.00			
999-25	Contingency Amount Initial		$ 106,418.58			
				Ring Total:		**$ 1,170,604.39**

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 13/14

	Intersections:
1	US-98/SR-30 at SR-727/Fairfield Dr
2	US-98/SR-30 at 72nd Ave
3	US-98/SR-30 at 61st Ave
4	US-98/SR-30 at Naval Hospital Pensacola
5	US-98/SR-30 at Veterans Way
6	US-98/SR-30 at Navy Exchange Rd

	Wireless Intersections:
1	CR-173/Bauer Rd at SW Escambia Co. Sports Complex
2	CR-297/Dogtrack Rd at CR-173/Blue Angel Parkway
3	CR-173/Blue Angel Parkway at SR-292A/Gulf Beach Hwy
4	SR-292/Sorrento Rd at CR-292A/Gulf Beach Hwy
5	US-98/SR-30 at SR-173/Blue Angel Pkwy
6	US-98/SR-30 at SR-298/Lillian Hwy/CR-297/Dog Track Rd
7	US-98/SR-30/Lillian Hwy at CR-173/Bauer Rd
8	SR-292/Gulf Beach Hwy at SR-727/Fairfield Dr
9	SR-292/Sorrento Rd at SR-292A/Gulf Beach Hwy
10	SR-292/Sorrento Rd at SR-173/Blue Angel Pkwy
11	SR-292/Sorrento Rd at CR-173/Bauer Rd

Pay Item Number:	*Description:*	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
630-2-11	Conduit, F&I, Open Trench	LF	8261		$ 5.33	$ 44,028.47
630-2-12	Conduit, F&I, Directional Bore	LF	8261		$ 11.60	$ 95,821.80
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	17921		$ 2.81	$ 50,358.01
633-2-31	Fiber Optic Connection, Install, Splice	EA	168		$ 49.53	$ 8,321.04
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	6		$ 916.75	$ 5,500.50
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	18		$ 99.05	$ 1,782.90
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	6		$ 238.82	$ 1,432.92
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	4		$ 858.43	$ 3,433.72
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	6		$ 1,478.04	$ 8,868.24
639-1-122	Electrical Power Service, F&I, Underground	EA	17		$ 1,210.61	$ 20,580.37
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	17		$ 896.74	$ 15,244.58
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	17		$ 737.36	$ 12,535.12
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	17		$ 22,500.00	$ 382,500.00
676-2-121	ITS Cabinet, F&I, pole mount, 336, 24" W X 36" H X 20" D, w/ sunshields	EA	1		$ 4,500.00	$ 4,500.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	8		$ 9,450.00	$ 75,600.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	18		$ 2,360.68	$ 42,492.24
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	17		$ 5,000.00	$ 85,000.00
101-1	Mobilization	LS	$ 42,900.00			
102-1	Maintenance of Traffic	LS	$ 42,900.00			
999-25	Initial Contingency Amount		$ 94,379.99			
				Ring Total:		**$ 1,038,179.89**

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 5/6

Intersections:

1. Government St at Baylen St
2. Main St at Spring St
3. Government St at Spring St
4. Main St at E St
5. SR-292/Barrancas Ave at Main St
6. SR-292/Barrancas Ave at Pace Blvd
7. SR-292/Barrancas Ave at Live Oak Ave/Old Corry Field Rd
8. SR-292/Barancas Ave at 2nd St
9. SR-292/Barrancas Ave at SR-295/Navy Blvd
10. SR-295/Navy Blvd at Sunset Ave
11. SR-295/Navy Blvd at Winthrop Ave
12. SR-295/Navy Blvd at Walmart Super Center Entrance
13. SR-295/Navy Blvd at US-98
14. SR-295/Navy Blvd/New Warrington Rd at DeWitt Dr
15. SR-295/New Warrington Rd at SR-294/Chief Way
16. SR-295/New Warrington Rd at SR-298/Jackson St
17. CR-298A/Jackson St at CR-295A/Old Corry Field Rd
18. SR-298/Lillian Hwy at SR-173/Blue Angel Pkwy
19. SR-298/Lillian Hwy at SR-727/Fairfield Dr
20. SR-298/Lillian Hwy at 69th Ave
21. SR-298/Lillian Hwy at 65th Ave
22. SR-298/Lillian Hwy at 57th Ave
23. SR-727/Fairfield Dr at Crow Rd/Jackson St
24. SR-727/Fairfield Dr at Patricia Dr
25. SR-727/Fairfield Dr at 61st Ave
26. US-90/SR-10A/Mobile Hwy at CR-341/Marlane Dr
27. US-90/SR-10A/Mobile Hwy at Massachusetts Ave
28. US-90/SR-10A/Mobile Hwy at Edison Dr
29. US-90/SR-10A/Mobile Hwy at Cherokee Trl
30. US-90/SR-10A/Mobile Hwy at SR-295/New Warrington Rd
31. US-90/SR-10A/Mobile Hwy at SR-727/Fairfield Dr
32. SR-298/Lillian Hwy at SR-295/New Warrington Rd
33. SR-727/Fairfield Dr at South Dakota St
34. SR-727/Fairfield Dr/SR-295/New Warrington Rd at Ruby Ave
35. SR-295/Fairfield Dr at Hollywood Ave
36. SR-295/Fairfield Dr at CR-453/W St
37. SR-295/Fairfield Dr at SR-292/Pace Blvd
38. SR-292/Pace Blvd at Herman St
39. SR-295/Fairfield Dr at L St
40. SR-292/Barrancas Ave at Government St
41. Main St at A St

Existing Under Phase I (not replaced):

1. *SR-295/Fairfield Dr at Texar St*

Wireless Intersections:

1. CR-173/Blue Angel Parkway at Muldoon Rd
2. Jackson St at 57th Ave
3. Jackson St at 65th Ave

Pay Item Number:	*Description:*	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
630-2-11	Conduit, F&I, Open Trench	LF	20538		$ 5.33	$ 109,469.32
630-2-12	Conduit, F&I, Directional Bore	LF	41077		$ 11.60	$ 476,489.33
630-2-15	Conduit, F&I, Bridge Mount	LF	6849		$ 16.51	$ 113,076.99
633-1-114	Fiber Optic Cable, F&I, Overhead, 144 Fibers	LF	35456		$ 3.15	$ 111,686.40
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	78425		$ 2.81	$ 220,374.25
633-2-31	Fiber Optic Connection, Install, Splice	EA	300		$ 49.53	$ 14,859.00
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	39		$ 916.75	$ 35,753.25
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	51		$ 99.05	$ 5,051.55
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	39		$ 238.82	$ 9,313.98
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	31		$ 858.43	$ 26,611.33
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	39		$ 1,478.04	$ 57,643.56
635-3-12	Junction Box, F&I, Mounted	EA	3		$ 842.56	$ 2,527.68
639-1-122	Electrical Power Service, F&I, Underground	EA	39		$ 1,210.61	$ 47,213.79
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	39		$ 896.74	$ 34,972.86
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	39		$ 737.36	$ 28,757.04
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	44		$ 22,500.00	$ 990,000.00
676-2-121	ITS Cabinet, F&I, pole mount, 336, 24" W X 36" H X 20" D, w/ sunshields	EA	1		$ 4,500.00	$ 4,500.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	22		$ 9,450.00	$ 207,900.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	45		$ 2,360.68	$ 106,230.60
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	4		$ 5,000.00	$ 20,000.00
101-1	Mobilization	LS	$ 131,121.55			
102-1	Maintenance of Traffic	LS	$ 131,121.55			
677-1-11	Equipment Shelter - Master Hub	EA	$ 25,000.00			
999-25	Contingency Amount Initial		$ 290,967.40			
				Ring Total:		**$ 3,200,641.43**

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 3/4

Intersections:

1. US-90/SR-10A/Cerbantes St at Perry Ave
2. US-90/SR-10A/Cerbantes St at 17th St
3. US-90/SR-10A/Cerbantes St at 12th St
4. US-90/SR-10A/Cerbantes St at SR-289/9th Ave
5. US-90/SR-10A/Cerbantes St at Davis Hwy
6. US-90/SR-10A/Cerbantes St at Dr. MLK Jr Dr
7. US-90/SR-10A/Cerbantes St at Hayne St
8. US-90/SR-10A/Cerbantes St at US-29/SR-95/Palafox St
9. US-90/SR-10A/Cerbantes St at I-110 (SB)
10. US-90/SR-10A/Cerbantes St at Baylen St
11. US-90/SR-10A/Cerbantes St at Spring St
12. US-90/SR-10A/Cerbantes St at A St
13. US-90/SR-10A/Cerbantes St at CR-443/E St
14. US-90/SR-10A/Cerbantes St at SR-292/Pace Blvd
15. US-90/SR-10A/Cerbantes St at T St
16. US-90/SR-10A/Cerbantes St at CR-453/W St
17. US-90/SR-10A/Cerbantes St at Shoemaker St
18. US-90/SR-10A/Cerbantes St at Green St
19. CR-443/E St at Avery St
20. CR-443/E St at Jordan St
21. CR-443/E St at Leonard St
22. CR-443/E St at Moreno St
23. SR-292/Pace Blvd at Jackson St
24. SR-292/Pace Blvd at Jordan St
25. SR-292/Pace Blvd at St Mary Ave
26. CR-453/W St at Jackson St
27. CR-453/W St at Moreno St
28. CR-453/W St at Avery St
29. CR-453/W St at Scott St
30. CR-295A/Old Corry Field Rd at SR-294/Chiefs Way
31. Palafox St at Main St (MH**)
32. Business US-98/SR-30/Navy Blvd at CR-295A/Old Corry Field Rd
33. Business US-98/SR-30/Navy Blvd at SR-294/Chiefs Way
34. Business US-98/SR-30/Navy Blvd at CR-453/W St
35. Business US-98/SR-30/Navy Blvd at SR-292/Pace Blvd
36. Business US-98/SR-30/Garden St at E St
37. Business US-98/SR-30/Garden St at SR-292/Barrancas Ave
38. Business US-98/SR-30/Garden St at A St
39. Business US-98/SR-30/Garden St at Spring St
40. Business US-98/SR-30/Garden St at Baylen St
41. Business US-98/SR-30/Garden St at Palafox St
42. Business US-98/SR-30/Garden St at Jefferson St
43. Business US-98/SR-30/Garden St at Taragona St
44. SR-295/SR-727/SR-752/Texar Dr at CR-443/E St

Pay Item Number:	*Description:*	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
630-2-11	Conduit, F&I, Open Trench	LF	20894		$ 5.33	$ 111,363.24
630-2-12	Conduit, F&I, Directional Bore	LF	41787		$ 11.60	$ 484,733.07
630-2-15	Conduit, F&I, Bridge Mount	LF	6861		$ 16.51	$ 113,275.11
633-1-114	Fiber Optic Cable, F&I, Overhead, 144 Fibers	LF	17263		$ 3.15	$ 54,378.45
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	72681		$ 2.81	$ 204,233.61
633-2-31	Fiber Optic Connection, Install, Splice	EA	320		$ 49.53	$ 15,849.60
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	44		$ 916.75	$ 40,337.00
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	56		$ 99.05	$ 5,546.80
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	44		$ 238.82	$ 10,508.08
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	24		$ 858.43	$ 20,602.32
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	44		$ 1,478.04	$ 65,033.76
635-3-12	Junction Box, F&I, Mounted	EA	10		$ 842.56	$ 8,425.60
639-1-122	Electrical Power Service, F&I, Underground	EA	44		$ 1,210.61	$ 53,266.84
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	44		$ 896.74	$ 39,456.56
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	44		$ 737.36	$ 32,443.84
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	44		$ 22,500.00	$ 990,000.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	22		$ 9,450.00	$ 207,900.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	44		$ 2,360.68	$ 103,869.92
101-1	Mobilization	LS	$ 128,061.19			
102-1	Maintenance of Traffic	LS	$ 128,061.19			
677-1-11	Equipment Shelter - Master Hub	EA	$ 25,000.00			
999-25	Initial Contingency Amount		$ 284,234.62			
				Ring Total:		**$ 3,126,580.80**

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 1/2

Intersections:

1. SR-30/SR-196/Bayfront Pkwy at 17th Ave
2. SR-30/Chase St at SR-196/Bayfront Pkwy
3. SR-30/Chase St at US-98/9th Ave
4. Chase St at Tarragona St
5. Chase St at Palafox St
6. Chase St at Baylen St
7. Gregory St at Taragona St
8. Gregory St at Palafox St
9. Gregory St at 9th Ave
10. Gregory St at Alcaniz St
11. Wright St at Palafox St
12. US-29/SR-95/Palafox St at Blount St
13. US-29/SR-95/Palafox St at Blount St
14. US-29/SR-95/Palafox St at Jordan St
15. US-29/SR-95/Palafox St at Maxwell St
16. US-29/SR-95/Palafox St at Cross St/Leonard St
17. SR-291/DR MLK JR Dr at Blount St
18. Blount St at Davis Hwy
19. Blount St at SR-289/9th Ave
20. Jordan St at SR-289/9th Ave
21. SR-291/DR MLK JR Dr at Maxwell St
22. SR-291/DR MLK JR Dr at SR-752/Texar Dr
23. SR-752/Texar Dr at Davis Hwy
24. SR-752/Texar Dr at SR-289/9th Ave
25. SR-752/Texar Dr at 12th Ave

Existing Under Phase I (not replaced):

1. *US-29/SR-95/Palafox St at SR-752/Texar Dr (**MH)*

Pay Item Number:	*Description:*	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
630-2-11	Conduit, F&I, Open Trench	LF	8686		$ 5.33	$ 46,294.60
630-2-12	Conduit, F&I, Directional Bore	LF	17371		$ 11.60	$ 201,507.47
630-2-15	Conduit, F&I, Bridge Mount	LF	2916		$ 16.51	$ 48,143.16
633-1-114	Fiber Optic Cable, F&I, Overhead, 144 Fibers	LF	3801		$ 3.15	$ 11,973.15
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	31707		$ 2.81	$ 89,096.67
633-2-31	Fiber Optic Connection, Install, Splice	EA	244		$ 49.53	$ 12,085.32
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	25		$ 916.75	$ 22,918.75
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	37		$ 99.05	$ 3,664.85
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	25		$ 238.82	$ 5,970.50
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	13		$ 858.43	$ 11,159.59
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	25		$ 1,478.04	$ 36,951.00
635-3-12	Junction Box, F&I, Mounted	EA	4		$ 842.56	$ 3,370.24
639-1-122	Electrical Power Service, F&I, Underground	EA	25		$ 1,210.61	$ 30,265.25
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	25		$ 896.74	$ 22,418.50
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	25		$ 737.36	$ 18,434.00
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	25		$ 22,500.00	$ 562,500.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	13		$ 9,450.00	$ 122,850.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	25		$ 2,360.68	$ 59,017.00
101-1	Mobilization	LS	$ 65,431.00			
102-1	Maintenance of Traffic	LS	$ 65,431.00			
677-1-11	Equipment Shelter - Master Hub	EA	$ 25,000.00			
999-25	Contingency Amount Initial		$ 146,448.21			
				Ring Total:		**$ 1,610,930.26**

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

TMC Modifications

Escambia

	Description :	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
	Video Monitor Wall	EA	1		$ 50,000.00	$ 50,000.00
	Workstations and Printers	EA	1		$ 4,000.00	$ 4,000.00
	Network Wiring/Equipment	LS	1		$ 26,000.00	$ 26,000.00
	Electrical/Lighting Modifications	LS	1		$ 15,000.00	$ 15,000.00
	Arch/Mechanical Modifications	LS	1		$ 30,000.00	$ 30,000.00
	Workstation Consoles	LS	1		$ 4,000.00	$ 4,000.00
	Software Licenses	LS	1		$ 20,000.00	$ 20,000.00
	Building Permits	LS	1		$ 5,000.00	$ 5,000.00
	Servers and Central Management Software	LS	1		$ -	$ -
						$ 154,000.00

Pensacola

	Description :	*Unit:*	*Quantity:*	*Note:*	*Unit Price:*	*Total:*
	Video Monitor Wall	EA	1		$ 50,000.00	$ 50,000.00
	Workstations and Printers	EA	1		$ 4,000.00	$ 4,000.00
	Network Wiring/Equipment	LS	1		$ 26,000.00	$ 26,000.00
	Electrical/Lighting Modifications	LS	1		$ 20,000.00	$ 20,000.00
	Arch/Mechanical Modifications	LS	1		$ 45,000.00	$ 45,000.00
	Workstation Consoles	LS	1		$ 4,000.00	$ 4,000.00
	Software Licenses	LS	1		$ 20,000.00	$ 20,000.00
	Building Permits	LS	1		$ 5,000.00	$ 5,000.00
	Servers and Central Management Software	LS	1		$ -	$ -
						$ 174,000.00
	TMC SubTotal					$ 328,000.00
101-1	Mobilization	LS	1		$ 32,800.00	$ 32,800.00
999-25	Contingency Amount - Initial	LS	1		$ 36,080.00	$ 36,080.00
	TMC Modifications Total					**$ 396,880.00**

Okaloosa-Walton TPO

Okaloosa County

Okaloosa County has an extensive ITS system already in place according to the Regional ITS Plan adopted by the Okaloosa-Walton TPO on September 16, 2010, through Resolution O-W 10-27. According to the Regional ITS Plan, Okaloosa County would benefit from additional fiber optic cable, CCTVs, and DMSs.

The crossing of the Mid-Bay Bridge with fiber, as recommended in the Regional ITS Plan is complete and will enhance the county's traffic control communication system that allows for incident management and evacuation surveillance over the bridge. Wireless communication installations have been installed to connect additional intersections to the system along the western portion of US 98 including Hurlburt Field and west to the county line. The Mid-Bay bridge signalized intersection on SR 20 and the intersections on SR 85, north of US 90, in Crestview at Stillwell Ave, Garden Street, and Airport Road have been added to the advanced traffic control system. Okaloosa County has also completed a signal retiming project for signals on SR 20 in the City of Niceville area. Before-and-after travel time study shows a significant reduction in average travel times of 10 percent overall during the weekdays and 22 percent during the PM peak hour weekday period. Table 1 shows the progress of ITS system implementation in Okaloosa County.

Table 1 - Existing Inventory, Future ITS Needs, and 2016 Progress for Okaloosa County

Okaloosa County- Incorporated and Unincorporated					
Item	Unit	Existing (2010)	Future	Projected Cost (2010)	Complete (2016)
Signalized Intersections	Each	141	*	N/A	N/A
Wireless Communication	Linear Feet	12,543	*	N/A	N/A
Fiber Optic Cable and Conduit	Linear Feet	404,756	168,984	$1,858,824	118,200
Cameras	Each	19	48	$264,000	76
DMS	Each	1	6	$960,000	None
TMC	Each	1	*	N/A	N/A

*No future needs are identified in the Regional ITS Plan.

The County's goal is to have monitoring capabilities at nearly all signalized intersections. Currently, 76 CCTVs exists throughout Okaloosa County at intersections in the following areas:

- South County - Fort Walton Beach, Shalimar, Mary Esther Urbanized Area (excluding Destin) - 39 CCTVs
- Destin Area - 12 CCTVs
- Niceville/Bluewater - 14 CCTVs
- Crestview Area - 11 CCTVs

Walton County

Fiber optic cable along with CCTV cameras and DMS are also recommended in Walton County. Fiber optic cable is not proposed to extend from DeFuniak Springs to US 98. Development is sparse on US 331 and connecting cable is not cost feasible. A TMC is also not feasible in this county. However, small control rooms in existing offices will allow existing staff to monitor ITS systems in each maintaining agency.

Walton County has entered into a JPA with FDOT in the amount of $100,000. The JPA has allowed procurement of a traffic engineer to facilitate ITS deployment in Walton County. The new traffic engineer, funded through the JPA, will maximize the capabilities and optimization of the existing system of traffic signals within the county, and perform other valuable traffic operations and engineering duties throughout the region. After covering salary expenses, the budget for this project will fund resources to support the traffic engineer's work. Table 2 shows the progress of ITS implementation in Walton County and the City of DeFuniak Springs.

Table 2 - Existing Inventory, Future ITS Needs, and 2016 Progress for Walton County and City of DeFuniak Springs

Walton County					
Item	Unit	Existing (2010)	Future	Projected Cost (2010)	Complete (2016)
Signalized Intersections	Each	22	*	N/A	25
Fiber Optic Cable and Conduit	Linear Feet	None	190,363	$2,093,993	None
Cameras	Each	None	10	$55,000	None
DMS	Each	None	4	$640,000	None
TMC Small Office	Each	None	1	$10,575	None
City of DeFuniak Springs					
Signalized Intersections	Each	9	*	N/A	N/A
Fiber Optic Cable and Conduit	Linear Feet	None	24,592	$270,512	None
Cameras	Each	None	6	$33,000	None
TMC small office	Each	None	1	$10,575	None

*No future needs are identified in the Regional ITS Plan.

Bay County TPO

According to the Regional ITS Plan, Bay County has numerous signalized intersections and roadway corridors that could benefit from ITS expansion, particularly in the City of Panama City Beach. Growth of the beach area continues, and the signals on the beach need to be coordinated with the TMC. In addition, extending the ITS network on US 231 would benefit this major corridor. Adding CCTVs and additional fiber cable for coordination of signals can be controlled by the existing TMC.

Many of the ITS future needs recommended in the Regional ITS Plan have been funded since 2010 to include installation of over 450,000 linear feet of fiber optic cable and conduit. In addition, one Remote Weather Information System was installed. See Table 3 for a progress of ITS system implementation in Bay County.

Table 3 - Existing Inventory, Future ITS Needs, and 2016 Progress for Bay County

Bay County- Incorporated and Unincorporated					
Item	Unit	Existing (2010)	Future	Projected Cost (2010)	Complete (2016)
Signalized Intersections	Each	178	*	N/A	178
Fiber Optic Cable and Conduit	Linear Feet	250,679	359,499	$3,954,489	459,613
Cameras	Each	43	25	$137,500	86
DMS	Each	4	5	$800,000	5
TMC	Each	1	*	N/A	1
Weather Station	Each	1	*	N/A	1

*No future needs are identified in the Regional ITS Plan.

Summary

The goal of this progress report on TPO implementation of the recommendations outlined in the Regional ITS Plan that was adopted in September 2010, is to remind the TPO partners in the region that the vision is to create a looped ITS system that integrates the ITS systems built in each TPO area and provides a compatible and seamless ITS link. If there is a break in the link, other ends of the looped system can communicate, providing information for movement of freight, emergency vehicles and the traveling public. There is a clear economic benefit to looping the systems. The first priority is to build reliable and compatible systems within each TPO area and to work with the FDOT on creating a seamless ITS network.

Appendix B – Evacuation Criteria

2040 LONG RANGE TRANSPORTATION PLAN EVALUATION CRITERIA

A. Safety and Security (25%)

Hurricane Evacuation

- Hurricane Evacuation Route — 3 points
- Not an Hurricane Evacuation Route — 0 points

Source: Northwest Florida Hurricane Evacuation Restudy and Baldwin County Hurricane Evacuation Plan
Related Objectives: A.5 and A.6

Crash and Injury Reduction

- Project with highest incident rate (segment rate) — 3 points
- Project with a mid-range incident rate (segment rate) — 2 points
- Project with the lowest incident rate (segment rate) — 1 point

*Projects are ranked from highest to lowest and awarded a graduated point value based on ranking past five years.
*The Alabama Department of Transportation Chief Engineer has directed that the Alabama Department of Transportation cannot allow accident, incident, crash, injury, or fatality information be shown or presented in association with descriptions of transportation projects, facilities, or physical locations in formal planning documents (UPWP, Long Range Plan, TIP, Congestion Management Plan, and Air Quality Conformity documentation) that include narrative or tabular project listings or descriptions. Including such language in those documents could potentially expose both the TPO and the State of Alabama to litigation. – *Bureau of Transportation Planning and Modal Programs, Montgomery, AL. May 9, 2014.*
Source: Signal Four Analytics
Related Objectives: A.6

Strategic Highway Network (STRAHNET) Route or Regionally Significant Facility that Crosses County and/or State Boundary

- Project on STRAHNET or Regionally Significant Facility — 3 points
- Project not on STRAHNET or Regionally Significant Facility — 0 points

Source: DOT, Strategic Highway Network (STRAHNET), Strategic Intermodal System, and Northwest Florida Regional TPO
Related Objectives: F.4

B. Users Needs (15%)

Existing (2010) Level of Service based on TPO's Congestion Management System

- Level of Service E or F — 3 points
- Level of Service D — 2 points
- Level of Service C — 1 point
- Level of Service A or B — 0 points

Source: Florida-Alabama TPO's Congestion Management Process Plan and ALDOT Traffic Counts

Related Objectives: B.3

Future (2040) Level of Service in 2040 for all projects in the Needs Assessment

- Level of Service A, B, or C — 3 points
- Level of Service D — 2 points
- Level of Service E — 1 point
- Level of Service F — 0 points

Source: Northwest Florida Regional Transportation Model and Orange Beach Transportation Model

Related Objectives: B.3

Adopted Plans: Project addresses user needs identified in adopted street and highway, master, regional, and local modal plans

- Yes — 1 point
- No — 0 points

Source: TPO, Local Governments, Northwest Florida Transportation Corridor Authority, and DOT

Related Objectives: B.1

C. Operational (15%)

Is project included in adopted Corridor Management Plans?

- Yes — 1 point
- No — 0 points

Source: TPO and Local Governments

Related Objectives: C.4

Is project included in Intelligent Transportation System Regional Plan?

- Yes — 1 point
- No — 0 points

Source: TPO's ITS Plan, Baldwin County, and Orange Beach

Related Objectives: C.4

Is project included in Freight Plan?

- Yes — 1 point
- No — 0 points

Source: TPO's Freight Plan

Related Objectives: C.4

Existing (2010) Volume to Capacity (V/C) Ratio based on Regional Transportation Model

- V/C Ratio 1.3 or greater — 1 point
- V/C Ratio less than 1.3 — 0 points

Source: Northwest Florida Regional Transportation Model and ALDOT Orange Beach Model

Related Objectives: C.1 and C.2

Future (2040) Volume to Capacity (V/C) Ratio based on Regional Transportation Model

- V/C Ratio 1.3 or greater — 1 point
- V/C Ratio less than 1.3 — 0 points

Source: Northwest Florida Regional Transportation Model and ALDOT Orange Beach Model

Related Objectives: C.1 and C.2

D. Multimodal (15%)

Bicycle, Pedestrian, or Public Transportation Improvement

- Project provides public transportation, bicycle, or pedestrian improvement 3 points
- Project provides no public transportation, bicycle, or pedestrian improvement 0 points

Source: TPO's Bicycle-Pedestrian Plan, TPO's Transit Development Plan, Baldwin County, and Orange Beach

Related Objectives: D.3, D.4 and D.5

E. Economic Vitality (10%)

Economic Development and Freight Movement

- Project provides a direct connection to a major activity center (airports, ports, industrial parks, tourist centers, military installations, retail malls, medical facilities, and educational facilities) 3 points
- Project does not provide a direction connection to a major activity center (airports, ports, industrial parks, tourist centers, military installations, retail malls, medical facilities, and educational facilities) 0 points

Source: DOT, SIS, TPO Freight Plan, and Northwest Florida Regional TPO

Related Objectives: E.1, E.2, and E.3

Continuity and Connectivity: Improvement to route continuity and the connectivity of the overall transportation network

- Project has regional significance and provides considerable benefit to the regional transportation system (U.S. Highway Number) 3 points
- Project has multijurisdictional significance and provides benefit to a multijurisdictional area (State Highway Number) 2 points
- Project has more than a local significance (County Highway Number) 1 point
- Project has local significance (only) and provides benefit only to a localized Area (local roadway) 0 points

Source: DOT and Local Governments

Related Objectives: E.1, E.2, E.3, and E.4

F. Quality of life (10%)

Project Environmental/Social Impacts

- Project has gone through Project Development and Environmental Study and/or DOT Consultant review and has no impacts or impacts are addressed 1 points
- Project has impacts 0 points

Source: DOT

Related Objectives: F.2

Community Impact Assessment

- Project has overall positive community impact 1 points
- Project does not have community support 0 points

Source: Project specific community impact assessment summary comments.

Related Objectives: F.3

G. Planning Process (10%)

Project Status

- Right-of-Way scheduled in 4th or 5th year of Work Program or Completed 3 points
- Final Design scheduled in 4th or 5th year of Year Work Program or Completed 2 points
- Project Development and Environmental Study (PD&E), Completed, underway, or scheduled in the 5 Year Work Program 1 point
- No Project Phases scheduled 0 points
- Project Scheduled for Construction in the Five Year Work Program /Capital Improvement Program or Project Scheduled for Right-of-Way or Design in First three years of Work Program is considered a **Committed Project in Long Range Plan and is not subject Evaluation Criteria ranking**

Source: DOT Five Year Work Program and Local Government Capital Improvement Program

Related Objectives: G.1 and G.2

Local Government Contribution

- Yes — 1 point
- No — 0 points

Source: Local Government Capital Improvement Program.

Related Objectives: G.1 and G.2

Notes: (a) The maximum total points a project can receive is **570** points:

Hurricane Evacuation	3*25 = 75
Crash and Injury Reduction	3*25 = 75
STRAHNET or Regionally Significant Facility	3*25 = 75
Level of Service (Existing CMP)	3*15 = 45
Level of Service (2040 Needs Assessment)	3*15 = 45
Adopted Plans	1*15 = 15
Corridor Management Plans	1*15 = 15
Intelligent Transportation System Regional Plan	1*15 = 15
Freight Plan	1*15 = 15
Volume to Capacity Ratio (Base Year)	1*15 = 15
Volume to Capacity Ratio (2040 Needs Assessment)	1*15 = 15
Bicycle, Pedestrian, or Public Transportation	3*15 = 45
Economic Development and Freight	3*10 = 30
Continuity and Connectivity	3*10 = 30
Project Environmental Social Impacts	1*10 = 10
Community Impact Assessment	1*10 = 10
Project Status	3*10 = 30
Local Government Contribution	1*10 = 10
Maximum Total Points	**570**

(b) The Florida-Alabama TPO has final authority to select the projects for inclusion in the Cost Feasible Plan and to rank them in the Project Priorities. Alabama Department of Transportation has excluded Alabama projects from inclusion in the Cost Feasible for purposes of including in the Project Priorities.

TRANSPORTATION SYSTEMS MANAGEMENT (TSM) CRITERIA

A. Level of Service (LOS) Issue Addressed

Current Deficiency	5 Points
Five Year Deficiency	3 Points
Ten Year Deficiency	1 Point
Not deficient	0 Points

B. Regional Significant Roadway (defined as a roadway that is included in the model for the metropolitan area's transportation network)

Yes	2 Points
No	1 Point

C. Crash Rate

Safety Ratio Greater than 2.00	3 Points
Safety Ratio from 1.00 to 2.00	2 Points
Safety Ratio less than 1.00	1 Point

D. Has an existing TPO priority

Yes	2 Points
No	1 Point

E. Significant Freight Corridor

Designated NHS Intermodal Connector or Truck

Traffic more than 10% Annual Average Daily Traffic (AADT)	3 Points
Truck Traffic 8-10% AADT	2 Points
Truck Traffic 5-7.99% AADT	1 Point

F. Local Project Support

Wide Support = Resolutions of support from 2 local governments + 2 letters of support from community organizations	5 Points
Moderate Support = Resolutions of support from 2 local government *or* 1 local government resolution + 1 letter of support from community organization	4 Points
No demonstrated support beyond 1 local government sponsor resolution	3 Points

TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT CRITERIA

	Evaluation Category	Scoring (Maximum Points Possible)	Project Score
Criterion 1	Safety	25	
Criterion 2	Connectivity	15	
Criterion 3	Location Efficiency	15	
Criterion 4	Proximity to School	15	
Criterion 5	Design Quality	15	
Criterion 6	Environmental/Archeological Projects/ Historic Preservation	15	
	Total	100	
Bonus Points	Local Contribution, Age of Project and Public Support	5	
	Total Points Possible	105	

BICYCLE/PEDESTRIAN PLAN PROJECT PRIORITY SELECTION CRITERIA

A Benefit-Cost Index was calculated for all segments except those identified either as having an existing facility or as meeting the target level of service; these segments were filtered out of the prioritization process to help focus improvements where they are most needed. TPO staff, with input from the Bicycle/Pedestrian Advisory Committee and the consulting team, established a benefit weighting system of 40% for existing conditions, 40% for potential demand, and 20% for public input/prior plans. Accordingly, the Benefit-Cost Index equation is **(0.4*LOS + 0.4*Demand + 0.2*Input/Plans) / Cost per Mile**. These results were then multiplied by 1,000 to convert them to a more reasonable scale.

Appendix C – Public Comments

COMMENTS FROM PUBLIC WORKSHOPS
APRIL 18 and 19, 2017

April 18, 2017 Santa Rosa County Commission Chambers

1. **What is the status of the Highway 90 Project?**
   Reference was made to the Non-SIS Project Priorities. Currently US 90 from Glover to SR 87N is Priority 14, US90 from Ward Basin Road to SR 87S is Priority 15. It was mentioned that both of these projects have the Project Development and Environmental Studies underway and Design is funded in the five year work program. Santa Rosa County Staff provided an updated on US 90 in downtown Milton.
2. **Can the 1.5 million for Mobility Management funds be used for multi-use path for Perdido Key?**
   It was mentioned that Mobility implies bicycle and walking so the multi-use path for Perdido Key should be eligible for the 1.5 million Mobility Management funds.
3. **Page. 3 , 7A Perdido Key. The Park Entrance to Gongora will need to be prioritized.**
   Comment noted. However, it needs to be approved by the TPO as part of the adoption of the Project Priorities.

April 18, 2017 West Florida Regional Planning Council

1. **How do you request a safety project on Theo Baars Bridge?**
   It is recommended to discuss this request through the TPO's Transportation Planning Manager and the FDOT Urban Liaison. If both agencies are in agreement of the request, it is recommended to include this item on a future TPO agenda for the TPO Chairman to sign a letter to the FDOT District III Secretary to conduct a safety study of the Theo Baars Bridge.
2. **Pine Forest Road is backed up between Nine Mile Road and I-10. Could that project be moved up on the Non-SIS priority list (currently priority #25) since it does not cost much and is a short corridor?**
   Yes, but it needs to be approved by the TPO as part of the adoption of the Project Priorities. It should be noted as well that Escambia County has applied for Transportation Regional Incentive Program (TRIP) funding for the PD&E phases on this segment.
3. **How is traffic being addressed at the new Publix at the Woodbine Road/Five Points Intersection?**
   The Publix shopping plaza currently being built in Santa Rosa County at the Five Points intersection was reviewed and approved by Santa Rosa County. Traffic signals are being installed at the Woodbine Road/Cobblestone Drive intersection and the Chumuckla Highway/Stratford Lane intersection.

4. **The Scenic Highway Foundation is in favor of the Bicycle/Pedestrian Priorities #24 sidewalks on Scenic Highway from Strong Street to Hyde Park Road and #47 sidewalks on Scenic Highway from I-10 to Baybrook Drive and would like to see them moved up on the priority list because of safety concerns for walking and biking.**
   For a change in priority ranking, it needs to be approved by the TPO as part of the adoption of the Project Priorities. In addition, a new Pedestrian/Bicycle Plan is currently underway and it is recommended that these two projects be included in that Plan as well.
5. **Blue Angel Parkway from Sorrento Road to US 98 is currently priority #17 on the Non-SIS priority list and should be moved up on the priority list because of tourist traffic, hurricane evacuation, and increased use of the back gate of the Naval Air Station.**
   Comment noted. However, it needs to be approved by the TPO as part of the adoption of the Project Priorities.
6. **Connectivity to University of West Florida (UWF) from Chemstrand Road needs to be studied in the future because of the growth of UWF and the future football stadium on campus.**
   The TPO typically makes recommendations on federally functional classified roadways. It is recommended that locally traveled roadways and connectivity be pursued by the local jurisdiction.

April 19, 2017 Perdido Key Visitor's Center

1. **Concern with safety and traffic flow between Florida and Alabama because of merging of traffic from 5 lanes to 2 lanes.**
   Commented noted. Median improvements are under construction for the Alabama portion on SR 182. On the Florida side, a resurfacing project, wildlife culverts, and pedestrian activated signal crossings were recently completed on SR 292. Multimodal improvements are the improvements in the 2040 Long Transportation Plan for this portion of SR 292. Multi-use trails and sidewalks are currently being pursued by Escambia County on SR 292 through the TPO process.
2. **Look at cantilever extension on the Theo Baars Bridge to improve safety of the bicyclists and pedestrians.**
   This request has been forwarded to Bryant Paulk who is FDOT'S District III Urban Liaison to the TPO.
3. **Widening of US 98 from Foley Beach Expressway to the Florida State line needs to be looked at.**
   Not all of this segment is located in the TPO Study Area. The 2040 Long Range Transportation Plan Needs Plan shows a 4 lane need on US 98 from the US 90/US 98 Connector to the Florida/Alabama Line.
4. **Traffic from Lillian to Perdido Key needs to be looked at in the future because of development.**
   The Northwest Florida Regional Transportation Model is maintained by FDOT District III and is used in the developing the TPO's Long Range Transportation Plan. Traffic throughout the TPO area is looked at when updating the Long Range Transportation Plan every five years. The Long Range Transportation Plan contains a base year and a horizon year (at least twenty years in the future).

5. **Is there a plan for a traffic light at Flora-Bama?**
   A signal warrant study should be pursued through FDOT District III. It is recommended the request go through Bryant Paulk who is FDOT's District III Urban Liaison for the TPO.
6. **What is the time line for the sun trail project from the Alabama State line to the Perdido Key State Park?**
   Construction in the amount of $2,246,149 in FY 2020/21 for this project.
7. **Is there a possibility for trolley service on Perdido Key?**
   It is recommended that Escambia County and Escambia County Area Transit be contacted to provide a response to this question.
8. **Public Transit is needed on Perdido Key with a Park and Ride lot on the mainland.**
   It is recommended that Escambia County, Escambia County Area Transit, and the West Florida Regional Planning Council's ride-On program be contacted to provide a response to this question.
9. **Widening from the mainland to the Theo Baars Bridge is needed.**
   The widening of Sorrento Road from Innerarity Point to Blue Angel Parkway is included in the 2040 Long Range Transportation Plan Needs Plan and Cost Feasible Plans. It is currently Priority #29 in the Non-SIS Project Priorities.
10. **Bicycle Path/Trail from the mainland to the Theo Baars Bridge is needed.**
    This request should be recommended for inclusion in the TPO Bicycle/Pedestrian Plan that is currently underway.

COMMENTS FROM TPO AND ADVISORY COMMITTEES WORKSHOP
MAY 8, 2017

1. **Table 2 – Non-SIS. Priority 1A. Add "District III" between "FDOT" and "Program."**
   Change has been made.
2. **Table 2 – Non-SIS. Priority 1B. Include $400,000 for annual maintenance and add "if the $25,000,000 is funded" after "ITS."**
   Changes have been made.
3. **Table 2 – Non-SIS. Priority 2. Santa Rosa County mentioned that a US 98 Corridor Study from the Three Mile Bridge to Gulf Islands Seashore will likely replace one of the Berryhill Road Projects.**
   Comment noted.
4. **Table 2 – Non-SIS. Priority 3. Add "Design funded two years before the implementation of $1,500,000."**
   Change has been made.
5. **Table 2 – Non-SIS. Priority 4. Include a footnote referencing the Project in Table 16 where the $300,000 is funded annually.**
   A footnote has been added.
6. **Table 2 – Non-SIS. Priority 5. Include the Perdido Key Project.**
   The Perdido Key Project has been added.
7. **Table 2 – Non-SIS. Priority 6. Escambia County may recommend that the Perdido Key project be added to this list.**
   Comment noted.
8. **Table 2 – Non-SIS. Priority 7A. Change the Project ID to "4389081" and the Project Limits to "Park Entrance to Gongora."**
   Changes have been made.
9. **Table 2 – Non-SIS. Priorities 8 and 9. It was recommended a discussion occur at the June TCC meeting for boxing these funds until an acceptable amount is available to implement each of these requests.**
   Comment noted.
10. **Table 2 – Non-SIS. Priority 13 US 29 Connector. Delete the word "Road" after the word "Beulah."**
    Change has been made.
11. **Table 2 – Non-SIS. Priority. Add a new Priority 15 and renumber the rest of the priorities below. The new Priority 15 should be US 90 4-laning from SR 87N Stewart Street to Ward Basin Road.**
    Changes have been made.

12. **Table 2 – Non-SIS. Priority 21 Main Street. Include a footnote that this project is included in Priority 6A for Complete Streets**
Change has been made.

13. **Table 2 – Non-SIS. Priority 26 Perdido Key Drive. Change second PD&E to Design.**
Change has been made.

14. **Table 2 – Non-SIS. Priority 29 Sorrento Road. Change PD&E from "Complete" to "On Hold". Add a footnote to the PD&E that "To complete the PD&E additional funds would need to be programmed. This phase will stay on hold until Escambia County and TPO advise FDOT that they would like FDOT to proceed with finishing the PD&E.**
Changes have been made.

15. **Table 2 – Non-SIS. Priority 31 US 98. Add ")" after "SRC."**
Change has been made.

16. **Table 3 – Committed SIS. US 29. Change Construction funded to Construction Underway.**
Change has been made.

17. **Table 4 – SIS. Priority 2 Beulah Interchange. Delete the word "Road" in Project Name and only include the words "New Interchange" in the improvement.**
Change has been made.

18. **Table 4 – SIS. Priority 3A I-10 at Nine Mile Road. Add footnote that this request will be funded through a supplemental on 2186057 Nine Mile Road from I-10 to Pine Forest Road.**
Change has been made.

19. **Table 4 – SIS. Priority 4 US 29 Connector. Delete the word "Road" after the word "Beulah."**
Change has been made.

20. **Table 4 – SIS. Priority 5 SR 87 North. Check to see if the TPO Boundary is at Coldwater Church Road.**
The TPO Boundary is at Neal Kennington Road. A footnote has been added that the portion from Neal Kennington Road to Coldwater Church Road is outside the TPO Boundary.

21. **Table 4 – SIS. Priority 6 Blue Angel Parkway. Delete the words "with local funds."**
Change has been made.

22. **Table 4 – SIS. Priority 10 US 98. A discussion occurred to remove this project because discussion at a past TPO meeting indicated 98 on the SIS should begin at I-10 in Escambia County.**
A past research on this request resulted in no voted being taken by the TPO. This project is also listed on the SIS Cost Feasible Plan for the 2040 Long Range Transportation Plan. As a result, this project was not removed.

23. **Table 5 – Replace existing footnote with British Petroleum funds were used as a funding source for these projects.**
Change has been made.

24. **Table 7 – TSM. Priority 4 US 29 at Kingsfield Road. Replace the "." with a ","**
Change has been made.

25. **Table 8 – Committed TAP. Project ID 4335752 Blackwater Heritage Trail. Replace the "Old US 90." with a "Blackwater Heritage Trail", replace "Henry Street" with "Walker Street", and replace "Sidewalk on north side of Old Highway 90 from Blackwater Heritage Trail to Henry Street" with "Construction of sidewalk filling in gaps from Blackwater Heritage Trail east on June Street, south on Susan Street, and east on Walker Street".**
Changes have been made.

26. **Table 9 – TAP. It was mentioned that Priorities 1 and 2 were funded in the last two years of the Work Program and thus remained as the two top priorities. The Priorities the TPO voted on in April are Priorities 3 through 7.**
Comment noted.

27. **Table 9 – TAP. Priority 4 Fairpoint to Shoreline Multi-use Pathway. Replace the "Trial" with "Trail"**
Change has been made.

28. **Table 12 – Committed Bicycle & Pedestrian. It was mentioned that the Bicycle/Pedestrian Priority #2 "Perdido Key Drive from Alabama State Line to Park Entrance" in Table 13 should be moved to this table.**
Change has not been made because this project is Construction funded in the 4th year of the Work Program. Only projects Construction funded in the first three years of the Work Program or Underway are included in the Committed Project Priorities Tables.

29. **Table 18 – Pensacola Airport 2019 Priority 3. Remove $750,000 from FDOT funds and recalculate FY 19 totals.**
Changes have been made.

30. **Table 18 – Pensacola Airport 2020. Make Priority 1, Priority 2 and Priority 2, Priority 1.**
Changes have been made.

31. **Table 20 – Port of Pensacola. What was the comment made by the Port of Pensacola Director at the first TPO Freight Advisory Committee Meeting?**

The following is the comment that was made by the Port of Pensacola Director at the first TPO Freight Advisory Committee Meeting. "Amy Miller asked how to start the process of getting an evaluation and funding for a comprehensive corridor study or analysis for the downtown Port of Pensacola freight corridor. Ms. Miller stated that she believed there would be many problems emerging with traffic congestion due to a number of different contributing factors: the new YMCA adding pedestrian crossing, the amount of freight rail in that area, high end condos and a business building being built, as well as road diets happening on Bayfront Parkway and Main Street. Ms. Miller believes that this congestion is a huge issue for the port and will prevent the port from growing and being successful. She added that it also causes safety issues and is worth spending money on a comprehensive analysis of how all of these modes work or don't work together and what needs to happen in terms of improvements for the future."

32. **Table 20 – Port of Pensacola 2023. Replace "Berthe" with "Berth".**

Change has been made.

33. **Table 21 – Bridge Replacement. Add Quintette Road Bridge as the second project on the list.**

Change has been made.

COMMENTS FROM TPO AND ADVISORY COMMITTEES WORKSHOP
JUNE 19, 2017

1. **Table 2 – Non-SIS. Priority 2. Mobility Management Program. Remove Fiscal Years from Project Priorities.**
   Change has been made with Priorities listed now as 2A through 2F.
2. **Table 2 – Non-SIS. Priority 3. Mobility Management Projects. Remove Fiscal Years and replace Fairfield Drive from US 90 (Mobile Highway) to Lillian Highway with West Cervantes Street Project from North A Street to Dominguez Street.**
   Changes have been made.
3. **Table 2 – Non-SIS. Priority 5. Bicycle/Pedestrian Projects. Remove Fiscal Years.**
   Change has been made with the only Priority being Perdido Key Drive from Alabama State Line to the Park Entrance.
4. **Table 2 – Non-SIS. Priority 8. Safety Education Program. Change $60,000 to $300,000 once every five years.**
   Change has been made.
5. **Table 2 – Non-SIS. Priority 9. Compressed Natural Gas Program. Change $60,000 to $300,000 once every five years. What is the Scope?**
   Change has been made. The scope is to construct a Compressed Natural Gas fueling station every five years at various locations in the TPO area.
6. **Table 2 – Non-SIS. Priority 13. US 29 Connector from Beulah Interchange to US 29. Change Beulah to Nine Mile Road.**
   Change has been made.
7. **Table 2 – Non-SIS. Priority 18. Blue Angel Parkway from Sorrento to US 98. Is local money still on Right-of-Way?**
   Yes, according to the FY 18-22 Transportation Improvement Program and the 2040 Long Range Transportation Plan Cost Feasible Plan.
8. **Table 2 – Non-SIS Priorites. Escambia County recommended the following changes.**
   - **Blue Angel Parkway from Sorrento Road to US 98 from Priority #18 to Priority #24.**
   - **Langley Avenue/Tippin Avenue/9th Avenue from Priority #24 to Priority #26.**
   - **Pine Forest Road from I-10 to Nine Mile Road from Priority #26 to Priority #18.**
   - **Perdido Key Drive from Alabama State Line to Gulf Beach Highway/Innerarity Point Road from Priority #27 to Priority #30.**
   - **Sorrento Road from Gulf Beach Highway/Innerarity Point Road to Blue Angel Parkway from Priority #30 to Priority #27.**

   Changes have been made.
9. **Table 22 –CMAQ Priority #2. TPO Alternative Fuel Initiative. What is the TPO Alternative Fuel Initiative?**
   The TPO Alternatives Fuel Initiative is a project to use CMAQ funding for actual air quality improvement in our region through local fleet conversion to alternatives fuels such as Compressed Natural Gas (CNG) or electric. The funding would also be used for fueling infrastructure. For example, the

funding can go to a local jurisdiction within the FL-AL TPO area that is trying to convert or expand their local public works fleet to CNG. They may also need to expand a CNG fueling station to accommodate the extra fleets. This funding could be used for the fueling stations as well.

The West Florida Regional Planning Council has the technical experience to facilitate project implementation through coordination with the Northwest Florida Clean Cities Coalition. The Coalition is a local program associated with the Department of Energy and focuses on expanding alternative fuel vehicles and technologies to improve air quality and increase energy independence. Many other TPOs such as North Florida TPO are leading the way in innovative alternative fuel projects and partnerships. For example, North Florida TPO recently funded the St. Johns County CNG Conversion.

Nopetro built a new CNG facility on State Road 16 east of I-95 for St. Johns County to fuel vehicles that have been converted to run on CNG. The station is available to other CNG vehicles as well. The North Florida TPO provided funding to purchase over mid-duty bi-fuel CNG fleet vehicles for the County.

10. **Projects should be ranked according to the 2040 Long Range Transportation Plan Goals and Objectives.**

Each Category in the Project Priorities has been explained in previous meetings/presentations how the projects are ranked. The Non-SIS and SIS projects are ranked based on existing priorities. After the Long Range Plan is adopted, new projects are included at the bottom of the projects priorities and ranked based upon the Evaluation Criteria identified in the Long Range Transportation Plan. The Evaluation Criteria is developed by a Steering Committee that is based on the Long Range Transportation Plan's Goals and Objectives. However, the TPO Board has the final decision on how the Project Priorities are ranked.

Appendix D – Resolution FL-AL 17 – 14

RESOLUTION FL-AL 17-14

A RESOLUTION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION ADOPTING THE FY 2019-2023 PROJECT PRIORITIES

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the governors of Florida and Alabama as being responsible, together with the States of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

WHEREAS, the Transportation Improvement Program (TIP) is adopted annually by the TPO and submitted to the governor of the State of Florida and the governor of the State of Alabama, to the Federal Transit Administration (FTA), and through the State of Alabama and State of Florida to the Federal Highway Administration (FHWA); and

WHEREAS, public workshops were held on April 18 and 19, 2017 and TPO and advisory committee public workshops were held on May 8 and June 14, 2017; and

WHEREAS, the initial step in development of the TIP is for the TPO to submit its transportation project priorities for all modes of travel to the Florida Department of Transportation (FDOT) prior to August 1st; and

WHEREAS, the project priorities document is also submitted annually to the Alabama Department of Transportation (ALDOT) even though it is considered part of the Transportation Improvement Program which ALDOT only requires every four years;

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION THAT:

The TPO adopts the FY2019 - FY 2023 Project Priorities, with any changes that may have been presented.

Passed and duly adopted by the Florida- Alabama Transportation Planning Organization on this 12th day of July 2017.

FLORIDA- ALABAMA TRANSPORTATION PLANNING ORGANIZATION

BY: _____
Rob Williamson, Chairman

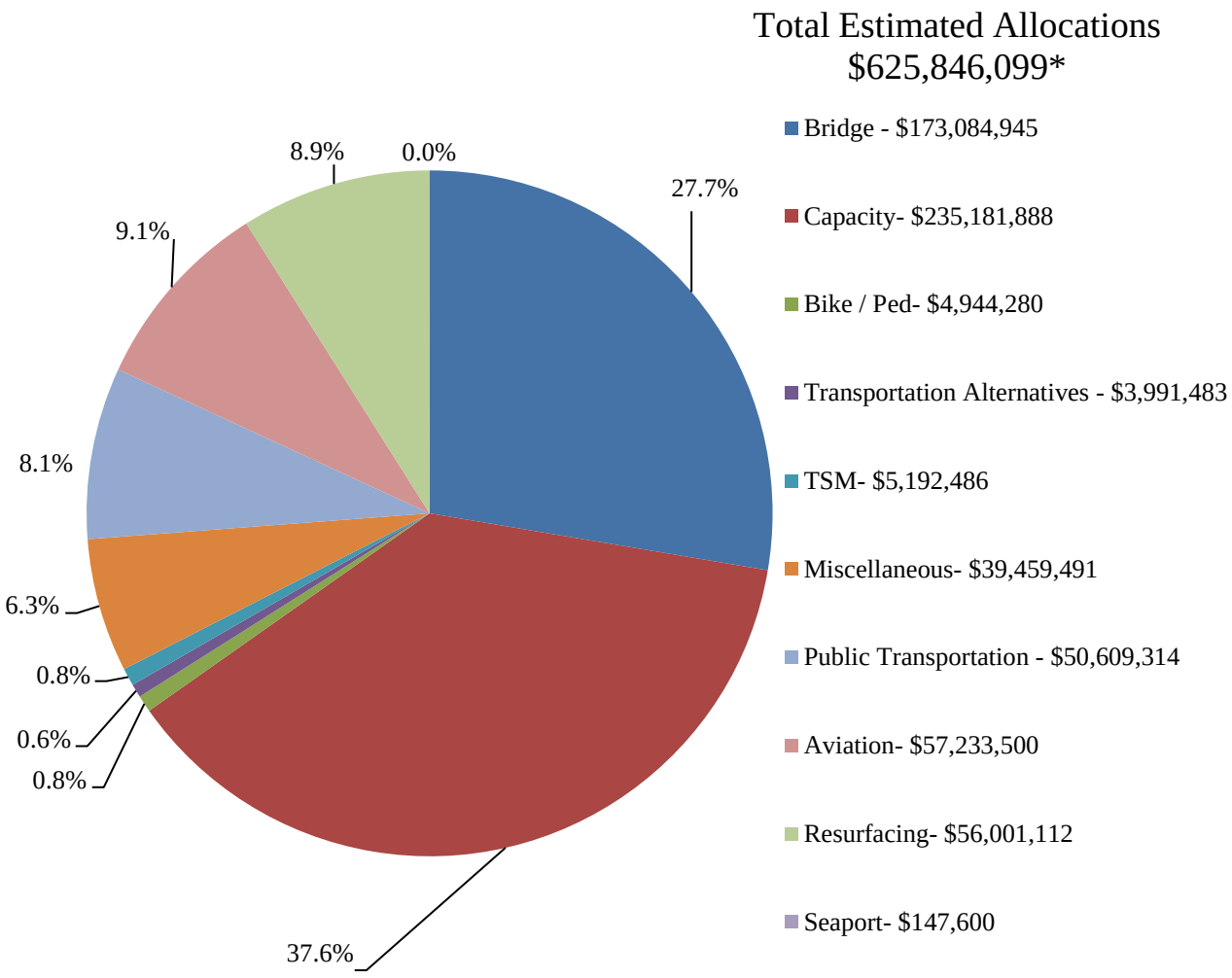
ATTEST: _____

Appendix F

Fiscal Constraint Demonstration

5 Year Summary of Funding Source						
Funding Source	**2018/19**	**2019/20**	**2020/21**	**2021/22**	**2022/23**	**Total**
Federal	95,440,066	20,655,329	66,460,609	28,304,310	105,192,716	**316,053,030**
Local	55,205,382	6,175,151	73,479,334	11,976,949	5,103,975	**151,940,791**
State	44,046,062	24,088,592	29,213,604	15,578,659	42,405,992	**155,332,909**
State 100%	0	2,519,369	0	0	0	**2,519,369**
Total	**194,691,510**	**53,438,441**	**169,153,547**	**55,859,918**	**152,702,683**	**625,846,099**

Estimated Funding Allocation by Project Type for Fiscal Year 2019 to 2023



*Total Estimated Allocations includes funding from FDOT, ALDOT, and Local Governments

County:	Escambia	Demographics	Number
CTC:	Escambia County		
Contact:	Mike Crittenden	Total County Population	315,187
	1515 W Fairfield Drive		
	Pensacola, FL 32501	Potential TD Population	130,663
	850-595-3221		
Email:	mcrittenden@myescambia.com	UDPHC	1,289

Florida Commission for the Transportation Disadvantaged

Trips By Type of Service	2015	2016	2017
Fixed Route (FR)	0	0	0
Deviated FR	0	0	0
Ambulatory	67,214	63,449	62,128
Non-Ambulatory	22,939	21,764	21,007
Stretcher	0	0	0
School Board	0	0	0
TOTAL TRIPS	90,153	85,213	83,135

Passenger Trips By Trip Purpose			
Medical	52,895	36,076	32,359
Employment	23,167	30,744	30,313
Ed/Train/DayCare	7,419	7,274	2,552
Nutritional	157	24	31
Life-Sustaining/Other	6,515	11,095	17,880
TOTAL TRIPS	90,153	85,213	83,135

Passenger Trips By Funding Source			
CTD	33,656	33,108	23,055
AHCA	14,608	0	1,802
APD	2,357	6,006	1,396
DOEA	5,007	5,810	3,250
DOE	672	2,711	1,016
Other	33,853	37,578	52,616
TOTAL TRIPS	90,153	85,213	83,135

Vehicle Data	2015	2016	2017
Vehicle Miles	1,358,510	1,079,538	968,844
Revenue Miles	1,028,320	1,052,580	855,216
Roadcalls	5	0	0
Accidents	16	21	14
Vehicles	29	24	27
Driver Hours	75,720	70,704	70,184

Financial and General Data			
Expenses	$2,890,059	$2,603,878	$2,653,207
Revenues	$2,497,872	$2,603,876	$2,654,128
Commendations	44	24	19
Complaints	141	19	23
Passenger No-Shows	5,061	4,048	1,851
Unmet Trip Requests	0	308	0

Performance Measures			
Accidents per 100,000 Miles	1.18	1.95	1.45
Miles between Roadcalls	271,702	0	0
Avg. Trips per Driver Hour	1.19	1.21	1.18
Avg. Trips per Para Pass.	65.61	64.80	64.50
Cost per Trip	32.06	30.56	31.91
Cost per Paratransit Trip	32.06	30.56	31.91
Cost per Driver Hour	38.17	36.83	37.80
Cost per Total Mile	2.13	2.41	2.74

County:	Santa Rosa	Demographics	Number
CTC:	Tri-County Community Council, Inc.		
Contact:	Joel Paul	Total County Population	170,497
	302 North Oklahoma Street		
	Bonifay, FL 32425	Potential TD Population	59,643
	850-547-3689		
Email:	joelpaul.tccc@mchi.com	UDPHC	760

Florida Commission for the Transportation Disadvantaged

Trips By Type of Service	2015	2016	2017
Fixed Route (FR)	0	0	0
Deviated FR	0	0	0
Ambulatory	15,000	18,526	26,287
Non-Ambulatory	5,898	5,908	6,718
Stretcher	0	0	0
School Board	0	0	0
TOTAL TRIPS	20,898	24,434	33,005

Passenger Trips By Trip Purpose			
Medical	5,344	11,934	19,189
Employment	4,538	4,655	7,102
Ed/Train/DayCare	2,868	4	614
Nutritional	82	98	399
Life-Sustaining/Other	8,066	7,743	5,701
TOTAL TRIPS	20,898	24,434	33,005

Passenger Trips By Funding Source			
CTD	11,157	9,082	13,275
AHCA	5,136	7,154	10,083
APD	1,580	2,446	3,113
DOEA	0	0	0
DOE	84	2	4
Other	2,941	5,750	6,530
TOTAL TRIPS	20,898	24,434	33,005

Vehicle Data	2015	2016	2017
Vehicle Miles	332,094	370,213	492,542
Revenue Miles	278,898	317,986	417,951
Roadcalls	8	4	2
Accidents	4	8	1
Vehicles	12	13	15
Driver Hours	23,291	26,412	36,436

Financial and General Data			
Expenses	$598,934	$671,755	$870,702
Revenues	$563,712	$720,111	$898,220
Commendations	0	1	0
Complaints	6	2	0
Passenger No-Shows	478	1,213	1,776
Unmet Trip Requests	12	97	85

Performance Measures			
Accidents per 100,000 Miles	1.20	2.16	0.20
Miles between Roadcalls	41,512	92,553	246,271
Avg. Trips per Driver Hour	0.90	0.93	0.91
Avg. Trips per Para Pass.	106.62	38.36	43.43
Cost per Trip	28.66	27.49	26.38
Cost per Paratransit Trip	28.66	27.49	26.38
Cost per Driver Hour	25.72	25.43	23.90
Cost per Total Mile	1.80	1.81	1.77

Appendix G

Department of Economic Opportunity
Letter of Consistency

The Department Economic Opportunity Letter of Consistency

Will be inserted here upon receipt

Appendix H

Florida and Alabama Departments of Transportation Letters of Consistency and Florida Department of Transportation Checklist

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

September 7, 2018

Mr. James Christian
Division Administrator
Federal Highway Administration
3500 Financial Plaza, Suite 400
Tallahassee, Florida 32312

Re: Approval of FY 2018-19 through FY 2022-23 Transportation Improvement Programs

Dear Mr. Christian:

The Department has completed the review of the Transportation Improvement Programs for Florida's 27 Metropolitan Planning Organizations and has concluded that all are consistent with federal and state law. Although federal law requires a four-year Transportation Improvement Program, Metropolitan Planning Organizations in Florida, per 339.175(8)(c)(1), Florida Statute, are required to develop and approve a five-year Transportation Improvement Program.

Through the authority delegated by the Governor, I hereby approve the Transportation Improvement Programs for the Metropolitan Planning Organizations in Florida. These Transportation Improvement Programs will be effective upon the joint approval of the 2019 State Transportation Improvement Program by the Federal Highway Administration and Federal Transit Administration. Per Title 23 450.218(b), Code of Federal Regulations, all locally funded projects contained in the Transportation Improvement Programs are incorporated by reference into the State Transportation Improvement Program.

The required Florida Department of Transportation District Secretary certifications are included as attachments, as well as the additional required certification documents. If the Department can be of further assistance in providing additional information, please contact Ms. Carmen Monroy, Director, Office of Policy Planning at 414-4800.

Sincerely,

Mike Dew
Secretary

MR:mr

Attachments

Certification of Projects for Federal Fiscal Year 2019
Certification for Grants, Loans and Cooperative Agreements
Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

cc: Karen Brunelle, Florida Division, FHWA
Tom Byron, Assistant Secretary for Intermodal Systems Development, FDOT
Brian Blanchard, Assistant Secretary for Engineering and Operations, FDOT
April Blackburn, Interim Assistant Secretary for Finance and Administration, FDOT
Carmen Monroy, Director, Office of Policy Planning, FDOT
FDOT District Directors of Intermodal Systems Development
James Jobe, Manager, Federal Aid Office, FDOT
Carl Mikyska, Executive Director, MPOAC

FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
FROM OCTOBER 1, 2018 TO SEPTEMBER 30, 2019

The undersigned certifies, to the best of his knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, or 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, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceeds $100,000, and that all such subrecipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

CERTIFIED BY:

Mike Dew, Secretary
Florida Department of Transportation

9-13-18

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

1. The Florida Department of Transportation certifies to the best of its knowledge and belief, that it and its principals:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   (b) Has not within a three-year period preceding this proposal been convicted of or has had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1b) of this certification;

   (d) Has not within a three year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

2. Where the Florida Department of Transportation is unable to certify to any of the statements in this certification, an explanation is attached.

3. By submitting this certification, the Florida Department of Transportation agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from a covered transaction, unless authorized by the Federal Highway Administration.

4. By submitting this certification, the Florida Department of Transportation agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction" in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

CERTIFIED BY:

Mike Dew, Secretary
Florida Department of Transportation

9-13-18

Date

09-17-2018

Gary:

ALDOT is approving your FY 2019-2023 TIP. Joe Nix and I cross-checked your Alabama projects in April, and trust you are keeping up with them. If there are any changes, you will have to approve those by resolution as an amendment to the TIP.

We did receive your CD and cover letter. CDs will not be required on any document unless otherwise noted, as we will be storing those documents on an internal server. We will request four copies of the transportation improvement program at a minimum. I say at a minimum because I need to receive information from our FHWA as to whether we need to send copies to USACE, Fish and Wildlife, and others, as we do for the Long Range Transportation Plan. I'll respond back to you with that information as soon as I get it. As far as electronic copies, we should be able to upload to our server directly off your website. For anything that isn't posted, we would ask you to utilize our sftp site as much as possible, but please email us if you cannot.

I will also ask for guidance from our FHWA as to whether they will allow us to receive only the pages that apply to Alabama, in addition to the front material, resolution, and self-certification that applies to both states. If they will allow it, I wonder if you would be willing to pull your document apart for the mail-out.

Thank you and feel free to call with questions.

Bryan Fair, P.E. **-** *Planning Coordinator*
Local Transportation Bureau, ALDOT
O:334-242-6098 M:334-530-0775
fairb@dot.state.al.us

TIP Review Checklist

Federal or State laws and rules do not specify a particular format for the TIP. The following TIP review checklist is provided to assist in review of the TIP.

TIP Review Checklist

MPO Name and Year: FL-AL TPO FY19 - 23

Introduction

☒ Cover Page

☒ Table of Contents

☒ Legal Endorsement – "Developed following State/Federal Requirements"; include date of official MPO/TPO approval of the TIP

☒ List of definitions, abbreviations, funding and phase codes, and acronyms

Narrative

☒ Statement of Purpose – prioritized listing of five-year transportation projects; consistent with LRTP; contains all projects funded by Title 23 and Title 49 funds

☒ Discussion of the TIP's Financial Plan

- ☒ TIP is financially constrained
- ☒ Financial Plan for project implementation
- ☒ Statement that TIP is developed by MPO in cooperation with the State and Public Transit Operator, who will provide estimates of funds to develop a financial plan
- ☒ Describe project selection process
- ☒ Describe consistency with LRTP and other plans
- ☒ Identify criteria and process for project prioritization

☒ FDOT Annual Listing of Obligated Projects

☒ Public Involvement

☒ Completion date of FDOT-MPO Certification

☒ Date of last Federal MPO Certification (if applicable)

☒ Discussion of Congestion Management Process

☒ Discussion of Transportation Disadvantaged

☒ Discussion of how the TIP, once implemented, will make progress toward achieving the performance targets for: (23 CFR 450.326(c))

☒ Safety Performance Measures

☐ System Performance Measures [**note**: this item does not apply to the FY 19 to FY 23 TIP, but will apply beginning with the FY 20 to FY 24 TIP]

☐ Bridge Performance Measures [**note**: this item does not apply to the FY 19 to FY 23 TIP, but will apply beginning with the FY 20 to FY 24 TIP]

☐ Pavement Performance Measures [**note**: this item does not apply to the FY 19 to FY 23 TIP, but will apply beginning with the FY 20 to FY 24 TIP]

☒ State Asset Management Plan

☒ State Freight Plan

☒ A description of the anticipated effect of the TIP toward achieving the performance targets identified in the metropolitan transportation plan (LRTP), linking investment priorities to those performance targets for: (23 CFR 450.326(d))

☒ Safety Performance Measures

☐ System Performance Measures [**note**: this item does not apply to the FY 19 to FY 23 TIP, but will apply beginning with the FY 20 to FY 24 TIP]

☐ Bridge Performance Measures [**note**: this item does not apply to the FY 19 to FY 23 TIP, but will apply beginning with the FY 20 to FY 24 TIP]

☐ Pavement Performance Measures [**note**: this item does not apply to the FY 19 to FY 23 TIP, but will apply beginning with the FY 20 to FY 24 TIP]

☒ State Asset Management Plan

☒ State Freight Plan

Project Listing

For each project or phase:

☒ Descriptive material to identify the project or phase (type of work, termini, and length)

☒ Financial Project Number (FPN)

☒ FDOT's Work Program fund code

☒ Estimated total project cost

☒ Year of anticipated funding

☒ Summary tables showing the financial constraint of the program

☒ Page number or identification number where the project can be found in the LRTP

☒ Category of Federal funds and source(s) of non-Federal funds

☒ FTA section number for FTA funded projects

Comments

Date Completed: 7/2/2018

Reviewer Signature: B+T. PM

Appendix I

Alabama Department of Transportation Certification, Memorandum of Understanding, Authorized Projects, 2019-2023 Spreadsheet, and Monthly Spreadsheet

SELF-CERTIFICATION OF THE METROPOLITAN TRANSPORTATION PLANNING PROCESS

TABLE OF CONTENTS

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1.1 PURPOSE

This chapter provides guidance to the Alabama Department of Transportation for the certification of the metropolitan transportation planning process conducted by the Department.

1.2 AUTHORITY

SAFETEA-LU http://www.fhwa.dot.gov/safetealu/legis.htm

23 U.S.C. (United States Code) 134 (k)(5)

49 U.S.C. 5303 (k)(5)

23 CFR (Code of Federal Regulations) 450.334

1.3 SCOPE

Federal law and regulation requires ALDOT and the MPOs to jointly certify the transportation planning process for the metropolitan area concurrent with the submittal of the STIP and TIP to FHWA. Additionally, federal law and regulation requires that FHWA review and evaluate the transportation planning process for MPOs in transportation management areas (i.e. urbanized areas with Census populations greater than 200,000) no less than once every four years. This chapter is intended for use by ALDOT and MPO staff to assist them in carrying out the federal certification requirements.

1.4 REFERENCES

23 U.S.C. 134 (Metropolitan Planning)
42 U.S.C. 2000d et seq. (Title VI of the Civil Rights Act of 1964)
42 U.S.C. 12101 (Americans with Disabilities Act of 1990)
42 U.S.C. 7504 and 7506(c) and (d) (Transportation Air Quality Conformity)
49 U.S.C. 5303
Section 1101(b) of SAFE TEA-LU (Disadvantaged Business Enterprises)
23 CFR 450 (Metropolitan Planning)
49 CFR Part 26 (Disadvantaged Business Enterprises)
49 CFR 27 (Nondiscrimination on the Basis of Disability in Programs and Activities Receiving Federal Financial Assistance)
49 CFR 37 (Transportation Services for Individuals with Disabilities)
49 CFR 38 (Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles)

1.5 FEDERAL CERTIFICATION REQUIREMENTS

According to 23 U.S.C. 134 (k)(5), Transportation Management Areas (TMAs) must have their planning process certified by the Federal government every four years. In addition, 23 C.F.R. 450.334 requires that concurrent with the submittal of the entire proposed TIP to FHWA and FTA as part of the STIP approval, the State and MPO shall certify at least every four years that the metropolitan transportation planning process is being carried out in accordance with all applicable requirements including:

(1) The metropolitan planning requirements identified in *23 U.S.C. 134* and *49 U.S.C. 5303*;

(2) In non-attainment and maintenance areas, Sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 C.F.R. Part 93;

(3) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 C.F.R. Part 21;

(4) 49 U.S.C. 5332 prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

(5) Section 1101(b) of SAFETEA-LU (Public Law 109-59) and 49 C.F.R. Part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

(6) 23 C.F.R. Part 230 regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

(7) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and *49 C.F.R. Parts 27, 37,* and *38;*

(8) The Older Americans Act, as amended (42 U.S.C. 6101) prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

(9) Section 324 of 23 U.S.C. regarding the prohibition of discrimination on the basis of gender; and

(10) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 C.F.R. Part 27 regarding discrimination against individuals with disabilities.

1.6 CERTIFICATION PROCESS & QUESTIONS

In **MONTH DAY** of the year that the new STIP and TIPs are developed, ALDOT should contact each of the MPOs to schedule the certification review. The meeting should be scheduled so that ALDOT can provide **preliminary results of the certification by MONTH DAY**. At the meeting, ALDOT and the MPO will review all the planning requirements mandated by the 10 areas of law referenced in Section 1.5 and the questions outlined in this section.

The list of questions provided below identifies those minimum tasks that an MPO shall do in order to be fully certified. If the answer to one of the questions below is negative and if the problem cannot be corrected prior to the signing of the joint certification statement, the Department has the option of granting conditional certification and including a corrective action in the joint certification statement. The corrective action should include a date by which the problem must be corrected. This list is intended to be as comprehensive as possible; however it is possible that some requirements may have been overlooked and will need to be added at a later date.

Section (1): The metropolitan planning requirements of 23 U.S.C. 134 and 49 U.S.C. 5303;

1. Is the MPO properly designated by agreement between the Governor and 75% of the urbanized area, including the largest incorporated city, and in accordance with procedures set forth in state and local law? [23 U.SC. 134 (d)(1)(A) and (B); 49 U.S.C. 5303 (c); 23 C.F.R. 450.310 (b)]

   TPO Staff Response: Yes, the Interlocal Agreement was updated to include new members from the City of Orange Beach and Escambia County Area Transit (ECAT) and the agreement was filed in December 2015. In April 2016 Escambia County Board of County Commissioners passed a resolution recommending removal of ECAT as a representation on the Florida-Alabama TPO. Subsequently, the Florida-Alabama TPO approved Resolution FL-AL 16-15 removing ECAT. Resolution FL-AL 16-15 was filed with Baldwin County, Alabama, and Escambia and Santa Rosa Counties in Florida.

2. For Transportation Management Areas (TMAs) only, does the MPO policy board include local elected officials, officials that administer or operate major modes of transportation, and appropriate state officials? [23 U.S.C. 134 (d)(2)(A), (B), & (C); 49 U.S.C. 5303 (c); 23 C.F.R. 450.310 (d)]

   TPO Staff Response: Yes, the TPO consists of 5 Escambia County Commissioners, 5 City of Pensacola Council members, 5 Santa Rosa County Commissioners, 1 City of Gulf Breeze Council member, 1 City of Milton Council member, 1 Baldwin County Commissioner, and 1 City of Orange Beach Council member.

3. Does the MPO have up to date agreements such as the transportation planning agreement that creates the MPO, the financial agreement, and, if applicable, a transportation planning agreement between the MPOs, State, and public transportation operators where more than one MPO has been designated to serve an urbanized area? [23 C.F.R. 450.310 (b); 23 C.F.R. 450.314 (a) and (d)]

   TPO Staff Response: The Interlocal Agreement for Creation of the Florida-Alabama TPO was updated and approved by the TPO on October 7, 2015. Escambia County Board of County Commissioners approved a resolution at their April 7, 2016 meeting recommending removal of Escambia County Area Transit as a representative on the TPO. Subsequently, the TPO approved Resolution FL-AL 16-15 accepting Escambia County's recommendation. Resolution FL-AL 16-15 has been filed with Baldwin County, Alabama, and Escambia and Santa Rosa Counties in Florida.
   The Intergovernmental Coordination and Review Agreement was executed on June 9, 2010. Since there had been no significant changes to the parties of the agreement, the TPO reaffirmed the agreement on April 8, 2015.
   The Agreement for Professional Staff Services by and between the West Florida Regional Planning Council and the Florida-Alabama Transportation Planning Organization for the Pensacola, FL-AL Urbanized Area was updated and approved on December 10, 2014.

4. Does the MPO boundary encompass the existing urbanized area and contiguous area expected to become urbanized within 20-year forecast period? [23 U.S.C. 134 (e)(2); 49 U.S.C. 5303 (d); 23 C.F.R. 450.312 (a)]

   TPO Staff Response: Yes, a methodology document was prepared by the TPO staff during the development of the Metropolitan Planning Area based on the 2010 Census. The Metropolitan Planning Area Boundary was approved by the TPO on December 12, 2012 by Resolution FL-AL 12-31. The Metropolitan Planning Area Map is available for downloading by the following hyperlink on the TPO's Web Site http://www.wfrpc.org/programs/fl-al-tpo/documents.

5. Did the Department send a copy of the boundary map to FHWA and FTA? [23 C.F.R. 450.312 (j)]

   TPO Staff Response: Yes, during membership apportionment, letters were sent to Yvonne Arens (FDOT Office of Policy Planning), Lyle Seigler (FDOT District III Planning) and Jim Doolin (ALDOT Planning) on March 4, 2013 that had the Metropolitan Planning Area maps attached to be forwarded 1 hard copy and 1 electronic copy of the Metropolitan Planning Area Map to FHWA and FTA after its approval by the MPO and the Governor.

6. For projects located within the boundaries of more than one MPO, does the MPO coordinate the planning of these projects with the other MPO(s)? [23 U.S.C. 134 (g)(2)]

TPO Staff Response: Yes, the West Florida Regional Planning Council is staff to the Florida-Alabama TPO, Okaloosa-Walton TPO, and Northwest Florida Regional TPO. No Projects for the Florida-Alabama TPO crossed into Eastern Shore MPO and Mobile MPO, but the Florida-Alabama TPO coordinates with these two MPOs regularly. In addition, Baldwin County staffs the Eastern Shore MPO and Baldwin County has membership on the Florida-Alabama TPO and TCC. Lastly, ALDOT in Mobile attends the Mobile MPO, Eastern Shore MPO, and the Florida-Alabama TPO meetings.

7. Does the MPO planning process provide for consideration of the 8 planning factors? [23 U.S.C. 134 (h); 23 C.F.R. 450.306 (a)]

TPO Staff Response: Yes, the Fixing America's Surface Transportation (FAST) Act was adopted on December 4, 2015 and expanded the planning factors from 8 to 10. The TPO's Planning Process since December 4, 2015 provides consideration of the 10 Planning Factors as outlined in the FL-AL TPO UPWP.

The ten planning factors are:
1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and nonmotorized users.
3. Increase the security of the transportation system for motorized and nonmotorized users.
4. Increase the accessibility and mobility of people and for freight.
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
7. Promote efficient system management and operation.
8. Emphasize the preservation of the existing transportation system.
9. Improve resiliency of the system and reduce storm water impact of surface transportation.
10. Enhance travel and tourism.
The first eight planning factors were considered in the development of the 2040 Long Range Transportation Plan Goals and Objectives which were reviewed and developed by a steering committee of the TCC and CAC with assistance from the TPO staff and the General Planning Consultant. A matrix showing how the 8 planning factors were included in the strategies of the 2040 LRTP can be found on pages 3 and 4 of the Goals and Objectives Final Report at http://www.wfrpc.org/fatpo/Florida_Alabama_Goals_Obj_10-14-14_FINAL.pdf. It is understood two additional Planning Factors are included in the recent Fixing America's Surface Transportation Act. These two additional Planning Factors will be considered in the 2045 Long Range Transportation Plan. The 10 Planning Factors were also considered in the FY 2017-FY 2018 Unified Planning Work Program as shown in Table 1 on page

10 at http://www.wfrpc.org/wp-content/uploads/2014/08/FL-AL-FY-17_18-UPWP-FINAL-YEAR-2.pdf.

8. Did the Long Range Transportation Plan (LRTP) have at least a 20 year horizon at the time of adoption of the last major update? [23 U.S.C. 134 (i)(2)(A); 23 C.F.R. 450.322 (a)]

   TPO Staff Response: Yes, the 2035 Long Range Transportation Plan was adopted on November 10, 2010. The 2040 Long Range Transportation Plan was adopted on November 3, 2015. Therefore, the last two Long Range Transportation Plan updates had at least a 20 year horizon at the time of adoption.

9. Did the LRTP address the following areas in accordance with 23 U.S.C. 134 (i)(2), 49 U.S.C. 5303 (f)?

   - Identify major transportation facilities that function as an integrated metropolitan transportation system, giving emphasis to facilities that serve national and regional transportation functions.

     TPO Staff Response: A comprehensive review and analysis of all regional multimodal needs was completed as part of the plan update process. As documented throughout the 2040 LRTP, an inventory of major roadway, transit, multimodal and intermodal facilities, bicycle and pedestrian facilities, and intermodal connectors was completed and the needs were identified.

   - Include discussion of types of potential environmental mitigation activities and potential areas to carry out these activities, including activities that may have the greatest potential to restore and maintain the environmental functions affected by the plan.

     TPO Staff Response: A systemwide approach to environmental mitigation activities are identified in the 2040 LRTP. The Efficient Transportation Decision Making Process established by the FDOT was used to identify an inventory of potential issues that may be associated with each corridor. The FDOT has established procedures for addressing all mitigation issues in consultation with agencies as part of the Project Development & Environmental (PD&E) process. Section 5.5 to Section 5.8 in the Final Report includes substantial documentation on Environmental Mitigation, Strategies, and Screening. Environmental maps, statutes, rules, and local government comprehensive plans were referenced.

   - Include a financial plan that showed the public and private revenue sources that could reasonably be expected.

     TPO Staff Response: A financial plan was prepared and is documented in the 2040 LRTP. Federal and state funding program estimates were provided through the

FDOT and a separate table was provided by ALDOT. These revenues are summarized in the 2040 LRTP.

- Include discussion of operational and management strategies to improve the performance of existing transportation facilities to relieve vehicular congestion and maximize the safety and mobility of people and goods.

  TPO Staff Response: A funding set-aside or box was created for ITS and multimodal corridor studies as part of the 2040 LRTP. This will create an annual funding stream for operational projects to be identified and funded as the needs arise. The 2040 Florida-Alabama Needs Plan contains a project called "Traffic Operations Center" to be constructed in Orange Beach.

- Include discussion of capital investment and other strategies to preserve the existing and projected future metropolitan transportation infrastructure and provide for multimodal capacity increases based on regional priorities and needs.

  TPO Staff Response: Development of the 2040 LRTP involved extensive analysis of the preservation of existing and forecast infrastructure.

- Indicate as appropriate proposed transportation and transit enhancement activities.

  TPO Staff Response: Transit and transit mobility projects have a funding set aside or box that has been included as part of the 2040 LRTP. The TPO has a separate transportation alternatives program that identifies and ranks qualified projects.

10. Did the LRTP address the following minimum required areas in accordance with 23 C.F.R. 450.322 (f)?

    TPO Staff Response: Yes, the following responses are taken from Table 1-1 in the Long Range Transportation Plan Final Report which can be found here: http://www.wfrpc.org/programs/fl-al-tpo/long-range-plan. The responses have been updated as necessary.

    - Identify projected transportation demand of persons and goods in the metropolitan planning area over the period of the transportation plan;

      TPO Staff Response: A regional travel demand model was developed that projected demands on the roadway infrastructure through the year 2040.

    - Identify existing and proposed transportation facilities (including major roadways, transit, multimodal and intermodal facilities, pedestrian walkways and bicycle facilities, and intermodal connectors);

TPO Staff Response: A comprehensive review and analysis of all regional multimodal needs was completed as part of the plan update process. As documented throughout the 2040 LRTP, an inventory of major roadway, transit, multimodal and intermodal facilities, bicycle and pedestrian facilities, and intermodal connectors was completed and the needs were identified.

- Include operational and management strategies to improve the performance of existing transportation facilities;

  TPO Staff Response: A funding set-aside or box was created for ITS and multimodal corridor studies as part of the plan. This will create an annual funding stream for operational projects to be identified and funded as the needs arise.

- In TMA areas, consider the results of the congestion management process;

  TPO Staff Response: The Congestion Management Process Plan (CMPP) was updated as part of the 2040 LRTP update. Congestion management strategies included in the CMPP have been included in the 2040 LRTP.

- Include an assessment of capital investment and other strategies to preserve the existing and projected future metropolitan transportation infrastructure and provide for multimodal capacity increases based on regional priorities and needs;

  TPO Staff Response: Development of the 2040 LRTP involved extensive analysis of the preservation of existing and forecast infrastructure.

- Describe the proposed improvements in sufficient detail to develop cost estimates;

  TPO Staff Response: The purpose and need for each project was developed as part of the 2040 LRTP. Cost estimates were developed and have been included. These costs are based on FDOT planning level cost estimates.

- Discuss types of potential environmental mitigation activities and potential areas to carry out these activities;

  TPO Staff Response: A systemwide approach to environmental mitigation activities are identified in the 2040 LRTP. The Efficient Transportation Decision Making Process established by the FDOT was used to identify an inventory of potential issues that may be associated with each corridor. The FDOT has established procedures for addressing all mitigation issues in consultation with agencies as part of the Project Development & Environmental (PD&E) process.

- Include pedestrian walkway and bicycle transportation facilities;

  TPO Staff Response: The TPO has developed a Bicycle and Pedestrian Master Plan. From this plan projects will be drawn and funded. Dedicated funding was set aside for bicycle and pedestrian projects in the 2040 LRTP.

- Include transportation and transit enhancement activities;

  TPO Staff Response: Transit and transit mobility projects have a funding set-aside or box that has been included as part of the 2040 LRTP.

- Include a financial plan that demonstrates how the adopted transportation plan can be implemented

  TPO Staff Response: A financial plan was prepared and is documented in the 2040 LRTP which can be found here: http://www.wfrpc.org/programs/fl-al-tpo/long-range-plan.

11. Has the LRTP been reviewed and updated at least 5 years since the date of the last MPO Board action? [23 U.S.C. 134 (i)(1); 23 C.F.R. 450.322 (c)]

TPO Staff Response: Yes, the Florida-Alabma 2035 Long Range Transportation Plan was adopted by Resolution FL-AL 10-42 on November 10, 2010. The 2040 Long Range Transportation Plan was adopted by Resolution FL-AL 15-36 on November 3, 2015. Therefore, the maximium 5 year deadline between Long Range Transportation Plan adoptions was met.

12. Has the MPO sent all updates/amendments of the LRTP to FHWA and FTA via the ALDOT's Bureau of Transportation & Modal Programs? [23 C.F.R. 450.322 (c)]

TPO Staff Response: Yes, the 2040 Florida-Alabama Long Range Transportation Plan was adopted by Resolution 15-36 on November 3, 2015. The Final Report has been signed off by ALDOT and FDOT. The necessary copies were provided to ALDOT and FDOT for distribution to FHWA and FTA. LRTP amendments that pertain to Alabama projects will be sent to ALDOT and LRTP amendments that pertain to Florida projects will be sent to FDOT. Both DOTs will forward the amendment documents to FHWA and FTA.

13. Was the TIP developed in cooperation with the State and local transit operators? [23 U.S.C. 134 (j)(1)(A); 49 U.S.C. 5304 (a); 23 C.F.R. 450.324 (a)]

TPO Staff Response: Not applicable for the Alabama portion of the Florida-Alabama TPO.

14. Was the TIP updated at least every 4 years and approved by the MPO and the Governor? [23 U.S.C.134 (j)(1)(D); 23 C.F.R. 450.324 (a)]

TPO Staff Response: Yes, the Florida-Alabama TIP is approved annually by the TPO Board and is sent to ALDOT for approval by the Governor of Alabama. ALDOT's approval of the TIP is included as an Appendix in the LRTP.

15. Was the TIP financially constrained and did it include only revenues that could be reasonably expected? [23 U.S.C. 134 (j)(2)(B); 49 U.S.C. 5304 (a); 23 C.F.R. 450.324 (h)]

TPO Staff Response: Yes, the TIP is financially constrained based on the TPO's allocation and projects with Federal, State, and Local funds. These funds are the only funds that are reasonably expected. The allocation from ALDOT is included as an Appendix in the TIP.

16. Did the TIP contain a priority list of federally supported projects to be supported over the next four years? [23 U.S.C. 134 (j)(2)(A); 49 U.S.C. 5304 (b); 23 C.F.R. 450.324 (a)]

TPO Staff Response: Yes, the TIP contains a 5 year summary of projects by funding category as requested by Florida DOT. Florida-Alabama TPO adopts a project priority document annually. A federally supported spreadsheet with our allocation is agreed upon with ALDOT. ALDOT's Senior Transportation Planner provides an updated to the spreadsheet to the TPO Staff every month to review for accuracy.

17. Did the TIP contain all regionally significant projects, as defined by 23 C.F.R. 450.104? [23 U.S.C. 134 (j)(3)(B); 49 U.S.C. 5304 (c)(6); 23 C.F.R. 450.324 (d)]

TPO Staff Response: Yes, the definition of Regionally Significant as defined in 23 C.F.R. 450.104 is a transportation project that is on a facility which serves regional transportation needs and would normally be included in the modeling of the metropolitan area's transportation network. The current transportation network consists of principal arterials, minor arterials, urban collectors, and minor collectors. The 2040 Long Range Transportation Plan Update updated the Congestion Management Process Plan to reflect the 2010 Functional Classification System in Escambia, Santa Rosa, and Baldwin Counties for these categories. FDOT, TPO, and local governments have worked cooperatively to include such projects in the TIP.

18. Was the TIP consistent with the LRTP? [23 U.S.C. 134 (j)(3)(C); 49 U.S.C. 5304 (c)(2); and 23 C.F.R. 450.324 (g)]

TPO Staff Response: Yes, LRTP Cost Feasible Plan projects which have phases funded in the next five years are included in the Transportation Improvement Program.

19. Does the TIP identify the criteria and process for prioritizing implementation of transportation plan elements (including inter-modal trade-offs) for inclusion in the TIP and any changes in priorities from previous TIPs? [23 C.F.R. 450.324 (l) (1)]

    TPO Staff Response: Yes, criteria for the Long Range Transportation Plan, Transportation System Management, and Transportation Alternatives Program Projects are included in the TPO's Project Priorites. The Project Priorities are an Appendix in the Transportation Improvement Program. Project Priorities are updated annually and change from year to year just like Transportation Improvement Program.

20. Did the TIP include a listing of projects for which Federal funds have been obligated in the preceding year, or was this list otherwise made available for public review? [23 U.S.C. 134 (j)(7)(B); 49 U.S.C. 5304 (c)(5); 23 C.F.R. 450.324 (l)(2)]

    TPO Staff Response: Yes, Appendix D of the Transportation Improvement Program contains the listing of Federal Obligated Projects.

21. When developing the LRTP and TIP, did the MPO provide citizens, affected public agencies, representatives of transportation agency employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transit, and other interested parties with a reasonable opportunity to comment on the proposed plan and program? [23 U.S.C. 134 (h)(5)(A)]

    TPO Staff Response: The organizations and groups that provided briefings on the development of the 2040 Long Range Transportation Plan are listed on page 3-5 of the Final Report, pages 5 and 6 of the Needs Plan Technical Report, and pages 4 and 5 of the Cost Feasible Plan Technical Report. These organizations are among the entities listed in 23 CFR 450.316(a). The public was able to comment on development of the LRTP and TIP during public workshops, at TPO and Advisory Committee Meetings, and at an advertised public hearing. For additional details see both LRTP and TIP as well as the Project Priorities document on the TPO's web site here: http://www.wfrpc.org/programs/fl-al-tpo/documents.

22. Is the LRTP and TIP of the MPO published or otherwise readily available for public review? [23 U.S.C. 134 (i)(6) and (j)(7)(A)]

    TPO Staff Response: The adopted plans and technical reports are included on the West Florida Regional Planning Council web site as .pdf files. A summary report of the 2040 Long Range Transportation Plan was also prepared to handout to various groups and organizations throughout the year. CDs of the Final Report were sent to FDOT contacts, Legislative Delegation (Local and Federal), Local Libraries, and the Department of Economic Opportunity. The same distribution process was used for the Transportation Improvement Program.

23. Did the UPWP identify work proposed for the next one- or two-year period by major activity and task in sufficient detail to indicate who will perform the work, the schedule for completing the work, the resulting products, the proposed funding by activity/task, and a summary of the total amounts and sources of Federal and matching funds? [23 C.F.R. 450.308 (c)]

    TPO Staff Response: Yes, the FY 2017-FY 2018 Unified Planning Work Program has 21 tasks that are identified per Fiscal Year with projects with target dates of completion. Each task is also broken down by funding source and summarized by table.

    UPWP Link: http://www.wfrpc.org/wp-content/uploads/2014/08/FL-AL-FY-17_18-UPWP-FINAL-YEAR-2.pdf.

    The updated FY 2019-2020 UPWP (draft only) can be found here: http://www.wfrpc.org/wp-content/uploads/2018/02/DRAFT-FL-AL-TPO-FY2019-FY2020-UPWP-002.pdf.

24. Did the UPWP document planning activities to be funded with through Title 23 U.S.C. and the Federal Transit Act? [23 C.F.R. 450.308 (c)]

    TPO Staff Response: Yes, the FL-AL FY 2017-FY 2018 UPWP adopted April 13, 2016 includes the following planning activities under Task C.6 Public Transportation Planning:
    - Technical assistance and staff support for public transportation in the Pensacola, FL-AL urbanized area.
    - Project administration and oversight and implementation for remaining JARC and New Freedom funds.

25. Were the transportation plans and programs of the MPO based on a continuing, comprehensive, and cooperative process? [23 U.S.C. 134 (c)(3), 49 U.S.C. 5303 (a)(3)]

    TPO Staff Response: Yes, the TPO process is based on a continuing, comprehensive, and cooperative process which is standard language in each Resolution that is approved by the TPO Board. Standard language in adopted TPO Resolutions for Transportation Plans and Programs is "The Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the governors of Florida and Alabama as being responsible, together with states of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area."

26. If located in a Transportation Management Area, does the MPO have an up to date congestion management process? [23 U.S.C. 134 (k)(3)]

    TPO Staff Response: Yes, the Florida-Alabama TPO Congestion Management Process

Plan was adopted by Resolution FL-AL 15-37 on November 3, 2015 and is available online at: http://www.wfrpc.org/fatpo/2015%20CMP%20Report.pdf. Minor updates occur annually.

27. Does the MPO have a documented Public Participation Plan that defines a process for members of the public to have reasonable opportunity to participate in the planning process? [23 C.F.R. 450.316 (a)]

    TPO Staff Response: In an effort to ensure the plans of the TPO reflect community values and equally benefit all planning area stakeholders, a public participation process manual was created and approved by the board to:
    - Inform the public of transportation meetings and other events in a timely manner and stage at a convenient location,
    - Educate the public regarding their role in the transportation planning and decision-making process
    - Involve the public by providing opportunities early and often,
    - Reach all communities with an emphasis on the underserved,
    - Continually evolve to improve the public participation process as trends and technologies change.
    It is available online at http://www.wfrpc.org/wp-content/uploads/2014/08/FL-ALTPO-PPP-FINAL-2016-1.pdf.

28. Has the MPO recently reviewed its Public Participation Plan? [23 C.F.R. 450.316 (a)(1)(x)]

    TPO Staff Response: The TPO staff has continually reviewed the PPP as trends and technologies have changed. The PPP was updated in April 2016 and is reviewed annually.

29. When the Public Participation Plan was adopted, was it made available for public review for at least 45 days? [23 C.F.R. 450.316(a)(3)]

    TPO Staff Response: The Public Participation Plan was adopted in April 2016. It was presented to the TPO in February 2016 as a review item on the agendas. The plan was also made available online in February 2016 to fulfil the 45 day minimum review period.

Section (2): The requirements of Sections 174 and 176 (c) and (d) of the Clean Air Act (for air quality nonattainment and maintenance areas only)

TPO Staff Response: Questions do not apply to the FL-AL TPO since the TPO area has maintained attainment and has never been designated a maintenance area.

1. How does the MPO coordinate the development of the Transportation Plan with SIP development?

2. How does the MPO's UPWP incorporate all of the metropolitan transportation-related air quality planning activities addressing air quality goals, including those not funded by FHWA/FTA?

3. Does the metropolitan planning process include a Congestion Management Process that meets the requirements of 23 CFR Part 450.320? What assurances are there that the Transportation Plan incorporates travel demand and operational management strategies, and that necessary demand reduction and operational management commitments are made for new SOV projects?

4. How does the MPO ensure that the TIP includes all proposed federally and non-federally funded regionally significant transportation projects, including intermodal facilities?

Sections (3), (4), and (7) through (10): The prohibitions against discrimination on the basis of race, color, creed, national origin, age, gender, or disability as dictated by Title VI of the Civil Rights Act of 1964, as amended; 49 U.S.C. 5332; 23 U.S.C. 324; the Americans with Disabilities Act; the Older Americans Act; and Section 504 of the Rehabilitation Act of 1973

1. Does the MPO have a signed Title VI policy statement expressing commitment to non-discrimination? [23 CFR 200.9 (a)(1)]

   TPO Staff Answer: The TPO's updated Title VI Policy Statement and Plan was adopted September 7, 2016 and can be found here: http://www.wfrpc.org/wp-content/uploads/2014/08/FL-AL-Title-VI-Policy.pdf. The signed Title VI policy statement is included in the UPWP.

2. Does the MPO take action to correct any deficiencies found by the Department within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance? [23 CFR 200.9 (a)(3)]

   TPO Staff Answer: No deficiencies have been found. If deficiencies are found, the MPO will take action to correct within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance.

3. Does the MPO have a staff person assigned to handle Title VI and ADA related issues? This does not need to be a full time equivalent position, but there should

be at least someone at the MPO for whom Title VI and ADA is an extra duty area. [23 CFR 200.9 (b)(1); 49 C.F.R. 27.13]

TPO Staff Response: Public Involvement Coordinator Brittany Ellers is responsible for Title VI and ADA related issues.

4. Does the MPO have a procedure in place for the prompt processing and disposition of Title VI and Title VIII complaints, and does this procedure comply with the Department's procedure? [23 C.F.R. 200.9 (b)(3)]

   TPO Staff Response: The adopted Title VI Policy and Plan outlines the procedure. English and Spanish Complaint Forms are available at http://www.wfrpc.org/programs/fl-al-tpo/documents.

5. Does the MPO collect statistical data (race, color, national origin, sex, age, disability) of participants in, and beneficiaries of the programs and activities of the MPO? [23 CFR 200.9 (b)(4)]

   TPO Staff Response: The TPO collects demographic data from the US Census Bureau and analyzes it at the County, TPO, and Community (Census-Designated Place) levels.

6. Does the MPO conduct an annual review of their program areas (for example: public involvement) to determine their level of effectiveness in satisfying the requirements of Title VI? [23 CFR 200.9 (b)(6)]

   TPO Staff Answer: The TPO's Public Participation Process Manual describes the processes used to involve all persons in a community, regardless of race, income, or status, being affected positively or negatively by any TPO program area. The Public Involvement Coordinator evaluates the effectiveness in satisfying the requirements of Title VI by the number of people reached at each event, the number of new groups presented to, the number of articles or stories generated from the media, and by tallying surveys handed out at each event. Quarterly Assessments are also conducted to determine effectiveness by surveying staff following public outreach events on both the effectiveness of the event and how well the activity reaches the underserved communities. The Public Participation Manual can be found here: http://www.wfrpc.org/wp-content/uploads/2014/08/FL-ALTPO-PPP-FINAL-2016-1.pdf.

7. Has the MPO participated in any recent Title VI training, either offered by the

state, organized by the MPO, or some other form of training, in the past year?

TPO Staff Answer: Staff organized and participated in the Public Involvement session at the Emerald Coast Transportation Symposium in November 2017. The session focused on strategies in the identification of target audiences and the subsequent development of approaches that are appealing to those audiences while maintaining Environmental Justice and Title VI best practices.

8. Does the MPO have a signed Non Discrimination Agreement, including Title VI Assurances, with the State?

TPO Staff Answer: The signed Nondiscrimination Agreement, including Title VI Assurances, is included in Appendix A of the UPWP.

9. Do the MPO's contracts and bids include the appropriate language as shown in the appendices of the Non Discrimination Agreement with the State?

TPO Staff Answer: All advertisements for consultants and sub-consultants includes the following DBE Policy Statement:

EQUAL OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM STATEMENT: The TPOs do not discriminate on any basis, as required by 49 USC 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity), Title VI of the Civil Rights Act of 1964 as amended, 42 USC 2000d to 2000d-4, and Title 49 CFR, Part 21. The TPOs ensure, in accordance with 49 CFR Part 26, that certified FDOT Disadvantaged Business Enterprise Program (DBE) participants have an equal opportunity to receive and participate in FDOT assisted contracts.

10. Does the MPO hold its meetings in locations that are ADA accessible? [49 C.F.R. 27.7 (5)

TPO Staff Response: All of the TPO's meetings are held in ADA accessible locations. TPO staff utilizes the ADA Checklist for Existing Facilities for determining meeting locations. The checklist can be found at this link: http://www.adachecklist.org/checklist.html.

11. Does the MPO take appropriate steps to ensure its communications are available to persons with impaired vision and hearing? [49 C.F.R. 27.7 (6)(c)]

TPO Staff Response: All legal notices and news releases advertising public meetings of the TPO include information on how to contact the TPO for special accommodations including deaf/hard of hearing, visually impaired, mobility issues and foreign language needs. All meetings are held in ADA compatible locations and with advance notice (as stated in our notices), staff can have interpreters available to translate.

12. Does the MPO keep on file for 1 year all complaints of ADA non-compliance received and for 5 years a record of all complaints in summary form? [49 C.F.R. 27.121]

TPO Staff Response: The TPO has received no complaints in the past year. If any complaints are received the TPO will retain as required by law.

13. Have all the local governments included within the MPO's study area boundary completed an ADA Transition Plan? Please provide a table indicating the status of the transition plans and copy of the completed transition plans.

TPO Staff Response:

Municipality	Status of ADA Transition Plan	ADA Coordinator	Location of ADA Transition Plan
Baldwin County	Adopted July 19, 2016 via Resolution No. 2016-094	Ron Cink, County Administrator	312 Courthouse Square Bay Minette, AL 36507
City of Orange Beach	Adopted September 20, 2016 via Resolution	Landon Smith, Building Official/Floodplain Administrator	4101 Orange Beach Blvd Orange Beach, AL 36561

14.

Section (5): Section 1101(b) of SAFETEA-LU regarding the involvement of disadvantaged business enterprises in FHWA and FTA planning projects *(49 CFR Part 26)* Note: MPOs that are part of municipal or county governments may have some of these processes handled by the host agency.

1. Does the MPO have an ALDOT approved DBE plan?

TPO Staff Response: FHWA funds are provided to the TPO through FDOT and ALDOT and are subject to FDOT's DBE Program Plan, as described in Chapter 8 of the MPO Program Management Handbook. For FTA funds, the TPO adopted a Public Transportation DBE program and goal of 8% in October of 2015 via Resolution FL-AL

15-33.

2. Does the MPO track DBE participation?

   TPO Staff Response: DBE participation as well as Bidder Opportunity List information is collected and tracked by FDOT via the EOC system. For FTA funds, DBE participation is tracked using the appropriate Federal form.

3. Does the MPO report actual payments to DBEs?

   TPO Staff Response: DBE participation as well as Bidder Opportunity List information is collected and tracked by FDOT via the EOC system. For FTA funds, DBE participation is tracked using the appropriate Federal form.

4. Does the MPO include the DBE policy statement in its boilerplate contract language for consultants and sub-consultants?

   TPO Staff Response: All advertisements for consultants and sub-consultants includes the following DBE Policy Statement:

   EQUAL OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM STATEMENT: The TPOs do not discriminate on any basis, as required by 49 USC 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity), Title VI of the Civil Rights Act of 1964 as amended, 42 USC 2000d to 2000d-4, and Title 49 CFR, Part 21. The TPOs ensure, in accordance with 49 CFR Part 26, that certified FDOT Disadvantaged Business Enterprise Program (DBE) participants have an equal opportunity to receive and participate in FDOT assisted contracts.

Section (6): 23 C.F.R. Part 230 regarding implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts.

1. Has the MPO implemented an equal employment opportunity program?

   TPO Staff Response: The TPO does not have any construction contracts.

   450.334 Self-certifications and Federal certifications.
   (a) For all MPAs, concurrent with the submittal of the entire proposed TIP to the FHWA and the FTA as part of the STIP approval, the State and the MPO shall certify at least every four (4) years that the metropolitan transportation planning process is being carried out in accordance with all applicable requirements

including:

SAFTEA-LU requires that every four (4) years when updating your new TIP you include the new certification form in the TIP. As well as mail a copy of the certification form to Metropolitan Planning office after receiving in this office we will have the Transportation Director sign the document and a copy will be returned to your office, and your copy needs to be placed in the project folder.

METROPOLITAN TRANSPORTATION PLANNING SELF-CERTIFICATION

The Alabama Department of Transportation and the Florida-Alabama Transportation Planning Organization for the Pensacola Urbanized Area hereby certify that the metropolitan transportation planning process is being carried out in accordance with all applicable requirements including:

(1) 23 U.S.C. 134, 49 U.S.C. 5303, and 23 CFR part 450, subpart C;

(2) In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;

(3) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d–1) and 49 CFR part 21;

(4) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

(5) Section 1101(b) of the Fixing America's Surface Transportation Act (FAST Act) (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

(6) 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

(7) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

(8) The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

(9) Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and

(10) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

Florida-Alabama TPO	Alabama
Metropolitan Planning Organization	State Department of Transportation
Signature	Signature
Rob Williamson	John R. Cooper
Printed Name	Printed Name
Chairman	Transportation Director
Title	Title
4-11-18	4-30-18
Date	Date

MEMORANDUM OF UNDERSTANDING

Alabama Department of Transportation Statewide Procedures for FY 2016 - 2019 TIP/STIP Revisions

Purpose

This Memorandum of Understanding (MOU) establishes a set of procedures to be used in the State of Alabama for processing revisions to the Metropolitan Planning Organization (MPO) FY 2016-2019 Transportation Improvement Programs (TIPs), and the Alabama Department of Transportation's Statewide Transportation Improvement Program (STIP). The STIP is the aggregation of the MPO TIPs, ALDOT statewide programs, and the Statewide Interstate Management (IM) Program.

Definitions

- *Administrative Modification* means a minor revision to a long-range statewide or metropolitan transportation plan, Transportation Improvement Program (TIP), or Statewide Transportation Improvement Program (STIP) that includes minor changes to project/project phase costs, minor changes to funding sources of previously-included projects, and minor changes to project/project phase initiation dates. An administrative modification is a revision that does not require public review and comment, re-demonstration of fiscal constraint, or a conformity determination (in nonattainment and maintenance areas). [23 CFR 450.104]
- *Amendment* means a revision to a long-range statewide or metropolitan transportation plan, TIP, or STIP that involves a major change to a project included in a metropolitan transportation plan, TIP, or STIP, including the addition or deletion of a project or a major change in project cost, project/project phase initiation dates, or a major change in design concept or design scope (e.g., changing project termini or the number of through traffic lanes.) Changes to projects that are included only for illustrative purposes do not require an amendment. An amendment is a revision that requires public review and comment, re-demonstration of fiscal constraint, or a conformity determination (for metropolitan transportation plans and TIPs involving "non-exempt" projects in nonattainment and maintenance areas). In the context of a long-range statewide transportation plan, an amendment is a revision approved by the State in accordance with its public involvement process. [23 CFR 450.104]
- *Betterment* consists of surface treatments/corrections to existing roadway [preferably within Alabama Department of Transportation (ALDOT) right-of-way], to maintain and bring the infrastructure to current design standards for that classification of highway. This may involve full depth base repair, shoulder-widening, increased lane-widths, correction super-elevation, as well as drainage improvements and guide rail upgrades.
- *Change in Scope* is a substantial alteration to the original intent or function of a

programmed project; (e.g., change project termini or the number of through-traffic lanes).

- *Cooperating Agencies* include ALDOT, Metropolitan Planning Organizations (MPOs), and Rural Planning Organizations (RPOs), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and transit agencies.
- *Financially Constrained (Fiscal Constraint)* means that the metropolitan transportation plan, TIP, and STIP include sufficient financial information for demonstrating that projects in the metropolitan transportation plan, TIP, and STIP can be implemented using committed, available, or reasonably available revenue sources, with reasonable assurance that the federally supported transportation system is being adequately operated and maintained. For the TIP and the STIP, financial constraint/fiscal constraint applies to each program year. Additionally, projects in air quality nonattainment and maintenance areas can be included in the first two years of the TIP and STIP only if funds are "available" or "committed." [23 CFR 450.104]
- *Fiscal Constraint Chart (FCC)* is an Excel spreadsheet, or a chart generated by the Comprehensive Project Management System (CPMS), that depicts the transfer of funds from one source of funding to a donee project, or multiple projects, that net out to zero.
- *Interstate Maintenance (IM) Program* is the ALDOT four-year listing of statewide interstate maintenance (non-capacity-adding) projects.
- *Level of Effort (LVOE)* is the term used to describe certain grouped projects in the TIPs and STIP that are not considered of appropriate scale to be identified individually. Projects may be grouped by function, work type, or geographical area, using the applicable classifications under 23 CFR 771.117(c) and (d), and/or 40 CFR part 93. In air quality nonattainment and maintenance areas, project classifications must be consistent with the *exempt* project classifications, contained in the transportation conformity regulations (40 CFR part 93). These projects are placed in the TIPs and STIP according to selected funding programs, with their anticipated fiscal year apportionments within the plan.
- *New Project* is a project that is *not* programmed in the current TIP/STIP, and does not have previous obligations from a prior TIP/STIP.
- *Obligated projects* means strategies and projects funded under Title 23 U.S.C. and Title 49 U.S.C. Chapter 53 for which the supporting federal funds were authorized and committed by the State or designated recipient in the preceding program year, and authorized by the FHWA or awarded as a grant by the FTA.
- *Planning Partner* may refer to one of the following: ALDOT, FHWA, MPOs, RPOs, or other federal or state agencies.
- *Project Selection* means the procedures followed by MPOs, States, and public transportation operators to advance projects from the first four years of an approved TIP and/or STIP to implementation, in accordance with agreed upon procedures. [23 CFR 450.104]
- *Public Participation Plan (PPP)* is a documented, broad-based public involvement process that describes how the Planning Partner will involve and engage the public, the under-served, and interested parties in the transportation planning process, and ensure that the concerns of stakeholders are identified and addressed in the development of transportation plans and programs.

Note: The Alabama MPO Public Participation Plans may be found on the individual MPO websites. A complete listing of MPO websites may be found on the following ALDOT site: http://cpmsweb2.dot.state.al.us/TransPlan/Default.aspx.

- *Revision* means a change to a long-range statewide or metropolitan transportation plan, TIP, or STIP that occurs between scheduled periodic updates. *A major revision is an "amendment," while a minor revision is an "administrative modification."* [23 CFR 450.104]
- *Statewide-managed Program (Statewide Program)* includes those transportation improvements or projects that are managed in the STIP, including project selection, at the ALDOT Central Office level, with possible regional Planning Partner solicitation and input. Examples include, but are not limited to HSIP, RRX, and TAP projects.
- *Statewide Transportation Improvement Program (STIP)* means a statewide prioritized listing/program of transportation projects covering a period of four years that is consistent with the long range statewide transportation plan, metropolitan transportation plans, and TIPs, and required for projects to be eligible for funding under Title 23 U.S.C. and Title 49 U.S.C. Chapter 53. [23 CFR 450.104]
- *Transportation Improvement Program (TIP)* means a prioritized listing/program of transportation projects covering a period of four years that is developed and formally adopted by an MPO as part of the metropolitan transportation planning process, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under Title 23 U.S.C. and Title 49 U.S.C. [23 CFR 450.104]

What is a Transportation Improvement Program (TIP) and what is a Statewide Transportation Improvement Program (STIP)?

The TIP consists of the approved MPO TIP projects, developed by the MPOs, and statewide programs and projects developed by ALDOT within the urban areas of the MPOs. The STIP is the official transportation improvement program document, mandated by federal statute and recognized by FHWA and FTA. The STIP is a statewide, prioritized listing or program, of transportation projects to be implemented over a four-year period, consistent with MPO Long Range, Regional, or Metropolitan Plans, Statewide Transportation Plans, and MPO Transportation Improvement Programs (TIPs). The State's Five-Year Program, which incorporates the TIPs and STIP, is required by Alabama state law.

TIP/STIP Administration

FHWA and FTA will only authorize projects, and approve grants for projects, that are programmed in the currently-approved STIP. If a Planning Partner, Transit Agency, or ALDOT, wishes to proceed with a project not programmed in the STIP, a revision must be made to the STIP.

Highway and road projects will be approved by FHWA, and Transit projects will be approved by FTA.

The federal Statewide and Metropolitan Planning regulations contained in 23 CFR 450 et al, govern the provisions of the STIP and of individual MPO TIPs, parts related to STIP and TIP

revisions, and other actions taken to revise the TIP. The intent of this federal regulation is to acknowledge the relative significance, importance, and/or complexity, of individual programming actions. *Federal Transportation Planning and Programming, Code of Regulation*, 23 CFR 450.324, permits the use of alternative procedures by the cooperating parties, to effectively manage actions encountered during a given STIP cycle. The regulations require that any alternative procedures be agreed upon, and such alternative procedures be documented and included in the STIP document.

All revisions must maintain year-to-year fiscal constraint [23 CFR 450.324(e), (h), and (i)] for each of the four years of the TIPs and STIP. All revisions shall account for year of expenditure (YOE), and maintain the estimated total cost of the project, which may extend beyond the four years of the TIP/STIP. The arbitrary reduction of the overall cost of a project, or project phase(s), shall not be utilized for the advancement of another project.

In addition, TIP revisions must be consistent with the Long Range Transportation Plan of the individual MPO, and must correspond to the adopted provisions of the MPO 2013 Public Participation Plans. A reasonable opportunity for public review and comment shall be provided for significant revisions to the TIPs and STIP.

If a revision adds a project, deletes a project, or impacts the schedule or scope of work of an air quality significant project in a nonattainment or maintenance area, a new air quality conformity determination will be required, if deemed appropriate by the Interagency Air Quality Consultation Group (IAC). If a new conformity determination is necessary, an amendment to the Long Range or Regional Transportation Plan (project listings only), shall be developed and approved by the MPO. The modified conformity determination would then be based on the amended LRTP conformity analysis, and public involvement procedures, consistent with the existing PPP, would be required.

If the August Redistribution of Federal Highway Funds adds, advances, or adjusts federal funding for a project, the MPOs and other Planning Partners will be notified of the Administrative Modification by ALDOT.

Revisions: Amendments and Administrative Modifications

Note: This MOU does NOT change the Codes of Federal Regulations. It does modify some language within those regulations to make clear the understanding between the agreeing parties. For full application of the CFRs, visit definitions for *Amendment*, *Administrative Modification*, and *Revision* on p. 1.

An Amendment is a major STIP/TIP revision that:

- Affects air quality conformity, regardless of the cost of the project or the funding source.
- Adds a new project, or deletes a project, that utilizes federal funds from a statewide line item, exceeds the thresholds listed below, and excludes those federally-funded statewide program projects.
- Adds a new project phase(s), or increases a current project phase, or deletes a project phase(s), or decreases a current project phase that utilizes federal funds, where the

revision exceeds the following thresholds:

- ❖ $5 million or 10 percent, whichever is greater, for ALDOT federally-funded projects and Transportation Management Area (TMA) attributable projects.
- ❖ The lesser amount of $1 million or 50 percent, of project cost for non-TMA MPOs.
- ❖ $750,000 for the county highway and bridge program.

- Involves a change in the Scope of Work to a project(s) that would:
  - ❖ Result in an air quality conformity reevaluation.
  - ❖ Result in a revised total project estimate that exceeds the thresholds established between ALDOT and the Planning Partner (not to exceed any federally-funded threshold contained in this MOU).
  - ❖ Results in a change in the Scope of Work on any federally-funded project that is significant enough to essentially constitute a New Project.
  - ❖ Level of Effort (LVOE) planned budget changes, exceeding 20% of the original budgeted amount per ALDOT region.

The initial submission and approval process of the Statewide Transportation Improvement Program (STIP, will establish federal funding for Level of Effort (LVOE) project groups. *Subsequent placement of individual projects in the STIP that are LVOE, will be considered Administrative Modifications.*

Approval by the MPO (or cooperative effort with an RPO) is required for Amendments. The MPO/RPO must then request ALDOT Central Office approval, using the electronic Financial Constraint Chart (FCC) process. An FCC must be provided (in Excel format), which summarizes previous actions, the requested adjustments, and after the changes, an updated TIP. ALDOT's Central Office will review, approve, and forward to the appropriate federal agency for review and approval, with copies to other partner federal agencies.

All revisions shall be identified and grouped as one action on an FCC, demonstrating both project and program fiscal constraint. The identified grouping of projects (the *entire* amendment action) will require approval by the cooperating parties. In the case that a project phase is pushed out of the TIP four-year cycle, the Planning Partner will demonstrate, through a Fiscal Constraint Chart, fiscal balance of the subject project phase, in the second period of the respective Long Range Transportation Plan.

An *Administrative Modification* is a minor STIP/TIP revision that:

- Adds a project from a level of effort category or line item, utilizing 100 percent state or non-federal funding, or an MPO TIP placement of the federally-funded, Statewide Program, or federal funds from a statewide line item that do not exceed the thresholds established by the Planning Partner.
- Adds a project for emergency repairs to roadways or bridges, except those involving substantive or functional adjustments, or location and capacity changes.
- Draws down, or returns funding, from an existing STIP/TIP Reserve Line Item, and does not exceed the threshold established between ALDOT and the Planning Partners.
- Adds federal or state capital funds from low-bid savings, de-obligations, release of encumbrances, from savings on programmed phases, and any other project-cost modification sent to and approved by FHWA or FTA, to *another* programmed project

phase or line item.

Administrative Modifications do not affect air quality conformity, nor involve a significant change in a project scope of work that would trigger an air quality conformity reevaluation; do not exceed the threshold established in the MOU between ALDOT and the Planning Partners, or the threshold established by this MOU (as detailed in the Revisions: Amendments and Administrative Modifications section); and do not result in a change in scope on any federally-funded project that is significant enough to essentially constitute a *new project*.

Administrative Modifications do not require federal approval. ALDOT and the Planning Partner will work cooperatively to address and respond to any FHWA or FTA comments. FHWA and FTA reserve the right to question any administrative action that is not consistent with federal regulations or with this MOU, where federal funds are being utilized.

Level of Effort Funding Categories

Projects in the STIP/TIP, referred to as Level of Effort (LVOE) projects, represent grouped projects not considered of appropriate scale to be identified individually. Projects may be grouped by function, work type, and/or geographical area, using the applicable classifications under 23 CFR 771.117 (c) and (d), and/or 40 CFR part 93. In nonattainment and maintenance areas, project classifications must be consistent with the *exempt project* classifications contained in the EPA transportation conformity regulations (40 CFR part 93).

LVOE projects are placed in the STIP/TIP according to selected funding programs, with the planned funding amounts for each year. ALDOT, and the affected MPOs, will be required to make a formal amendment to the STIP/TIPs for any adjustment of funding of an LVOE group that exceeds 20 percent of it originally-planned funding to a particular Region. The selected statewide funding programs include:

- Transportation Alternative Program (TAP)
- Safety Projects [Hazard elimination, roadway and rail, high-speed passenger rail, seatbelt, blood alcohol content, and others.]
- Recreational Trails [Funds are transferred to ADECA.]
- Federal-Aid Resurfacing Program for each ALDOT Region
- County Allocation Funds [Off-system bridges and STP non-urban.]
- Federal Transit Programs: 5307 (urbanized), 5311 (non-urban), 5310 (Elderly and Disabilities), and 5339 (Buses and Bus Facilities)

Addition or deletion of individual LVOE projects are considered an administrative modification, and do not require any further MPO action prior to authorization, subject to the dollar thresholds established in the sections above. ALDOT will maintain a matrix listing, on the STIP website, of LVOE projects for each of the five ALDOT Regions. The MPOs will be notified as soon as any specific projects within their urban areas, are identified and selected, and will have ten (10) days to decline the project. Additionally, the MPOs will be notified as soon as any specific projects are modified or deleted within their urban areas, and will have ten (10) days to decline the project deletion or change.

Level of Effort (LVOE) holds funds that are not dedicated to specific projects, and may be used to cover cost increases, or add new projects or project phases. LVOE shall not exceed the

thresholds, or the requirements, of any other items that require an amendment. LVOE may include the Statewide Transportation Alternative Program (TAP), Safety Projects, Federal-Aid Resurfacing, Off-System Bridge, STP Non-urban, and FTA Programs 5307, 5310, 5311, and 5339 (see listing above).

Level of Effort resurfacing shall be programmed annually for the five (5) ALDOT Regions, and shown as line items in each category for each Region. Projects or project lists will be added as soon as available, and MPOs will be notified of all changes that occur in the list.

Financial Constraint

Demonstration of STIP/TIP financial constraint to FHWA and FTA, takes place through a summary of recent Administrative Modifications and proposed Amendments. Real-time versions of the STIP/TIP are available to FHWA and FTA through ALDOT's Comprehensive Project Management System (CPMS).

Note: While there is no stipulated timeframe established in this MOU for securing federal approval for formal Amendments or Administrative Modifications, the agencies are expected to act responsibly and with all due diligence in order to complete these processes in a timely manner.

STIP/TIP Financial Reporting

At the end of each quarter, ALDOT will provide each MPO or Planning Partner with a STIP/TIP financial report of actual federal obligations and state encumbrances for highway, bridge, and transit programs in the respective Metropolitan Planning Areas. At the end of the federal fiscal year, the ALDOT report card can be used by the Planning Partners as the basis for compiling information, in order to meet the Federal Annual Listing of Obligated Projects requirement. The STIP/TIP Financial Report, provided to FHWA and FTA, will also include performance measures as allowed under the *Project Approval and Oversight Agreement a Partnership between the Federal Highway Administration Alabama Division and the Alabama Department of Transportation*, applicable to LVOE and to include:

- The total percent of STIP/TIP construction projects advanced each year
- The total percent of STIP/TIP construction projects advanced each year per urbanized area

A summary report detailing this information will be provided at the end of the federal fiscal year.

As each MPO TIP is adopted, this MOU will be included with the TIP documentation. The MPO or Planning Partner may choose to adopt an MOU that will clarify how the MPO or Planning Partner will address TIP revisions. **In all cases, individual MPO revision procedures will be developed under the guidance umbrella of this document.** If an MPO elects to set more stringent procedures, then ALDOT, FHWA, and FTA will adhere to the more restrictive procedures.

The procedures set forth in this document will serve as the basis from which ALDOT addresses federally-funded, Statewide Program TIP revisions. This Memorandum of Understanding will begin October 1, 2015, and remain in effect until September 30, 2019, unless revised or terminated.

We, the undersigned herby agree to the above procedures and principles.

Mark D. Bartlett — 5-19-2015

Division Administrator — Date:

Federal Highway Administration

Yvette G. Taylor — 5-11-15

Regional Administrator — Date:

Federal Transit Administration

John R. Cooper — 5/19/15

Director — Date:

Alabama Department of Transportation

Authorized Projects

Sponsor: ALDOT

Program	Table No.	FA Nbr.	Project Number	Scope	Project Description	Project Length (miles)	Start Date	Type of Work	Estimated Cost
STATE	7	ST-002-180-014 ( )	100066422	PE	SR-180 WIDENING FR FOLEY BEACH EXPRESS TO SR-161 IN ORANGE BEACH	2.888	02/01/2017	ADDITIONAL ROADWAY LANES	$400,000
BP	7	BP-ST-002-180-015 ( )	100066601	PE	SR-180 NEW LOCATION AND WIDENING FROM SR-59 IN GULF SHORES TO FOLEY BEACH EXPRESS	4.740	04/01/2017	GRADE, DRAIN, BASE AND PAVE	$1,500,000
STATE	7	BP-ST-002-180-015 ( )	100066601	PE	SR-180 NEW LOCATION AND WIDENING FROM SR-59 IN GULF SHORES TO FOLEY BEACH EXPRESS	4.740	04/01/2017	GRADE, DRAIN, BASE AND PAVE	$300,000
ST	2	STPAA NR13(939)	100060120	CN	ADA REQUIRED CURB RAMP INSTALLATIONS AND IMPROVEMENTS ON VARIOUS STATE ROUTES IN BALDWIN COUNTY	0.000	09/29/2017	SIDEWALK	$406,862
STATE	7	ST-002-180-007 ( )	100063052	CN	INTERSECTION IMPROVEMENTS AT SR-180 AND SR-161 IN THE CITY OF ORANGE BEACH	0.250	01/30/2015	INTERSECTION IMPROVEMENTS	$650,000
STATE	7	ST-002-180-008 ( )	100063053	CN	INTERSECTION IMPROVEMENTS AT SR-180 AND MAIN STREET AND WIDENING FROM MONEY BAYOU DRIVE TO WILLIAM SILVERS PARKWAY	0.840	02/27/2015	INTERSECTION IMPROVEMENTS	$700,000
ERLF8	12	ERPR 8980(932)	100063495	CN	PERMANENT REPAIR FOR VARIOUS SITES DUE TO A SEVERE WEATHER EVENT BEGINNING ON APRIL 28 2014. FHWA DISASTER AL 14-1 (REPORTS BALD-3 5 16 17 18 AND 19)	0.000	06/15/2015	UNCLASSIFIED	$493,847
ER8	12	ERPR 8980(932)	100063495	CN	PERMANENT REPAIR FOR VARIOUS SITES DUE TO A SEVERE WEATHER EVENT BEGINNING ON APRIL 28 2014. FHWA DISASTER AL 14-1 (REPORTS BALD-3 5 16 17 18 AND 19)	0.000	06/15/2015	UNCLASSIFIED	$0
STATE	7	ST-002-182-014 ( )	100065586	PE	SR-182 MEDIAN IMPROVEMENTS AND BEAUTIFICATION FROM M.P. 12.264 NEAR LOOP ROAD WEST TO MP 13.343 EAST OF COTTON BAYOU BEACH ACCESS	1.079	06/01/2016	SAFETY IMPROVEMENTS	$3,000
STATE	7	ST-002-182-013 ( )	100065512	RW	SR-182 MEDIAN IMPROVEMENTS AND BEAUTIFICATION FROM M.P. 12.264 NEAR LOOP ROAD WEST TO M.P. 13.343 EAST OF COTTON BAYOU BEACH ACCESS	1.079	05/01/2016	SAFETY IMPROVEMENTS	$250,000
STATE	7	ST-002-182-012 ( )	100065242	CN	SR-182 MEDIAN IMPROVEMENTS AND BEAUTIFICATION FROM MP.12.264 NEAR LOOP ROAD WEST TO MP 13.343 EAST OF COTTON BAYOU BEACH ACCESS	1.079	08/26/2016	SAFETY IMPROVEMENTS	$5,000,000
STATE	7	ST-002-182-011 ( )	100065241	PE	CONSTRUCTION OF MEDIANS AND INDIRECT LEFT TURNS ON SR-182 FROM MP 9.63 EASTERN BOUNDARY OF GULF STATE PARK TO MP 17.072 AT THE FLORIDA LINE	7.442	02/01/2016	SAFETY IMPROVEMENTS	$750,000

Authorized Projects

STATE	7	ST-002-182-016 ( )	100066785	CN	SR-182 MEDIAN IMPROVEMENTS AND BEAUTIFICATION FROM MP 11.91 WEST OF ROMAR BEACH ACCESS TO MP 12.797 NEAR EAST LOOP ROAD	0.887	08/25/2017	SAFETY IMPROVEMENTS	$4,250,000
STATE	7	ST-002-000-019 ( )	100065661	CN	GULF STATE PARK COTTON BAYOU BEACH ACCESS PARKING EXPANSION ON SR-182 IN ORANGE BEACH	0.000	08/15/2016	UNCLASSIFIED	$389,114
ST	2	STPAA 0161(501)	100066185	FM	RESURFACING ON SR-161 FROM SR-182 TO SR-180	1.541	08/25/2017	PREVENTATIVE MAINTENANCE LEVEL 2	$753,161

Sponsor: BALDWIN COUNTY COMMISSION

Program	Table No.	FA Nbr.	Project Number	Scope	Project Description	Project Length (miles)	Start Date	Type of Work	Estimated Cost
SLLME	1	STPLL 0214(250)	100060019	CN	ADD PAVED SHOULDERS ON CR-99 FROM SPANISH COVE DRIVE TO SR-42 (US-98) AND ON SOUTH 7TH STREET FROM CR-99 TO THE BOAT RAMP	1.894	03/27/2015	SHOULDER PAVING	$194,760
STLLE	1	STPLL 0214(250)	100060019	CN	ADD PAVED SHOULDERS ON CR-99 FROM SPANISH COVE DRIVE TO SR-42 (US-98) AND ON SOUTH 7TH STREET FROM CR-99 TO THE BOAT RAMP	1.894	03/27/2015	SHOULDER PAVING	$7,017
STLLM	1	STPLL 0214(250)	100060019	CN	ADD PAVED SHOULDERS ON CR-99 FROM SPANISH COVE DRIVE TO SR-42 (US-98) AND ON SOUTH 7TH STREET FROM CR-99 TO THE BOAT RAMP	1.894	03/27/2015	SHOULDER PAVING	$328,748
TALL	5	STPLL 0214(250)	100060019	CN	ADD PAVED SHOULDERS ON CR-99 FROM SPANISH COVE DRIVE TO SR-42 (US-98) AND ON SOUTH 7TH STREET FROM CR-99 TO THE BOAT RAMP	1.894	03/27/2015	SHOULDER PAVING	$0
TALLM	5	STPLL 0214(250)	100060019	CN	ADD PAVED SHOULDERS ON CR-99 FROM SPANISH COVE DRIVE TO SR-42 (US-98) AND ON SOUTH 7TH STREET FROM CR-99 TO THE BOAT RAMP	1.894	03/27/2015	SHOULDER PAVING	$0
TLLME	5	STPLL 0214(250)	100060019	CN	ADD PAVED SHOULDERS ON CR-99 FROM SPANISH COVE DRIVE TO SR-42 (US-98) AND ON SOUTH 7TH STREET FROM CR-99 TO THE BOAT RAMP	1.894	03/27/2015	SHOULDER PAVING	$0
ULLL	1	STPLL 0214(250)	100060019	CN	ADD PAVED SHOULDERS ON CR-99 FROM SPANISH COVE DRIVE TO SR-42 (US-98) AND ON SOUTH 7TH STREET FROM CR-99 TO THE BOAT RAMP	1.894	03/27/2015	SHOULDER PAVING	$101,098

Authorized Projects

Sponsor: CITY OF ORANGE BEACH

Program	Table No.	FA Nbr.	Project Number	Scope	Project Description	Project Length (miles)	Start Date	Type of Work	Estimated Cost
TA	5	TAPAA TA15(937)	100064552	CN	NEIGHBORHOOD CONNECTIVITY SIDEWALK LOCATED ON LAUDER LANE BAY LA LAUNCH AVENUE GULF BAY ROAD OAK RIDGE DRIVE AND SR-161 IN THE CITY OF ORANGE BEACH	0.000	03/15/2017	SIDEWALK	$500,000

Sponsor: NEW PROJECT

Program	Table No.	FA Nbr.	Project Number	Scope	Project Description	Project Length (miles)	Start Date	Type of Work	Estimated Cost
STATO	7	ST-002-999-004 ( )	100065621	PE	CONNECTOR FROM SR-180 TO FOLEY BEACH EXPRESS BRIDGING OVER THE INTRACOASTAL WATERWAY	5.460	07/01/2016	GRADE, DRAIN, BASE, PAVE AND BRG	$3,000,000
STATO	7	ST-002-999-006 ( )	100066949	RW	CONNECTOR FROM SR-180 TO FOLEY BEACH EXPRESS BRIDGING OVER THE INTRACOASTAL WATERWAY	5.460	01/01/2018	GRADE, DRAIN, BASE, PAVE AND BRG	$7,000,000

ALDOT SPREADSHEET FOR ALL TIP Fiscal Years 2019 Through 2023 - Financial Plan
FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

	2019	2020	2021	2022	2023
Surface Transportation Attributable Projects					
Carryover From Previous Year (Federal Funds Only)	$243,846	$127,141	$255,617	$384,093	$512,569
Apportionment (Federal Funds Only)	$148,476	$148,476	$148,476	$148,476	$148,476
Funds Available to the MPO for Programming (Federal Funds Only)	$392,322	$275,617	$404,093	$532,569	$661,045
Estimated Cost of Planned Projects (Federal Funds Only)	$265,181	$20,000	$20,000	$20,000	$407,970
Balance Forward (Federal Funds Only)	$127,141	$255,617	$384,093	$512,569	$253,075
Other Surface Transportation Program Projects (includes Bridge projects not on NH System)					
Funds Available for Programming Statewide (Federal Funds Only)	$158,593,182	$158,593,182	$158,593,182	$158,593,182	$158,593,182
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)	$8,991,616	$1,084,817	$0	$0	$0
Percentage Programmed in the MPO Area (Federal Funds Only)	5.670%	0.684%	0.000%	0.000%	0.000%
National Highway Performance Program (APD, IM, Bridge projects on NH System)					
Funds Available for Programming Statewide (Federal Funds Only)	$462,346,271	$462,346,271	$462,346,271	$462,346,271	$462,346,271
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)	$0	$0	$0	$0	$0
Percentage Programmed in the MPO Area (Federal Funds Only)	0.000%	0.000%	0.000%	0.000%	0.000%
State Funded Projects					
State Funds Available for Programming Statewide (Total Funds)	$25,500,000	$25,500,000	$25,500,000	$25,500,000	$25,500,000
MPO Area Estimated Cost of Planned Projects (Total Funds)	$0	$0	$0	$0	$0
Percentage Programmed in the MPO Area (Total Funds)	0.000%	0.000%	0.000%	0.000%	0.000%
Transportation Alternatives Program (TAP) (formerly TE)					
Projects in this category are funded through annual grant applications and will not be known until late each year.					
Funds Available for Programming Statewide (Federal Funds Only)	$15,903,966	$15,903,966	$15,903,966	$15,903,966	$15,903,966
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)	$0	$0	$0	$0	$0
Percentage Programmed in the MPO Area (Federal Funds Only)	0.000%	0.000%	0.000%	0.000%	0.000%
Transit Projects					
Funds Available for Programming Statewide (Federal Funds Only)	$32,000,000	$32,000,000	$32,000,000	$32,000,000	$32,000,000
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)	$0	$0	$0	$0	$0
Percentage Programmed in the MPO Area (Federal Funds Only)	0.000%	0.000%	0.000%	0.000%	0.000%
System Maintenance Projects					
State Funds Available for Programming Statewide (Total Funds)	$30,000,000	$30,000,000	$30,000,000	$30,000,000	$30,000,000
MPO Area Estimated Cost of Planned Projects (Total Funds)	$0	$0	$0	$0	$0
Percentage Programmed in the MPO Area (Total Funds)	0%	0%	0%	0%	0%

ALDOT SPREADSHEET FOR ALL TIP Fiscal Years 2019 Through 2023 - Financial Plan
FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

	2019	2020	2021	2022	2023
Safety Projects					
Funds Available for Programming Statewide (Federal Funds Only)	$50,928,518	$50,928,518	$50,928,518	$50,928,518	$50,928,518
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)	$0	$0	$0	$0	$0
Percentage Programmed in the MPO Area (Federal Funds Only)	0.000%	0.000%	0.000%	0.000%	0.000%
Other Federal and State Aid Projects					
Funds Available for Programming Statewide (Federal Funds Only)	$18,635,095	$18,635,095	$18,635,095	$18,635,095	$18,635,095
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)	$0	$0	$0	$0	$0
Percentage Programmed in the MPO Area (Federal Funds Only)	0.000%	0.000%	0.000%	0.000%	0.000%
Congestion Mitigation and Air Quality Projects - Birmingham Area Only (Not Applicable to Florida/Alabama Area					
Carryover From Previous Year (Federal Funds Only)	$11,544,486	$11,544,486	$11,544,486	$11,544,486	$11,544,486
Apportionment (Federal Funds Only)	$0	$0	$0	$0	$0
Funds Available for Programming (Federal Funds Only)	$0	$0	$0	$0	$0
Estimated Cost of Planned Projects (Federal Funds Only)	$0	$0	$0	$0	$0
Balance Forward (Federal Funds Only)	$0	$0	$0	$0	$0
High Priority and Congressional Earmark Projects (Discontinued but money still available via carryover)					
This group of projects usually results from congressional action in an annual appropriations bill. These projects and the amount available for programming annually is an unknown factor.					
Funds Available for Programming Statewide (Federal Funds Only)	$33,501,939	$33,501,939	$33,501,939	$33,501,939	$33,501,939
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)	$0.000	$0.000	$0.000	$0.000	$0.000

URBAN AREA FUNDING AVAILABILITY REPORT

FEDERAL FUNDING ONLY

URBAN AREA LILLIAN(PENSACOLA)

PROJECT NO	PROJECT DESCRIPTION	SCOPE	FEDERAL FUNDS	Start Date	Status	Authorized
						4/13/2018

TOTALS FOR FISCAL YEAR 2016

Prior FY Carryover	($144,107)	Authorized Projects	$0	Unobligated Balance	($6,986)
FY Apportionment	$137,121	Planned Projects	$0	Remaining Balance	($6,986)
FY Special Allocation	$0	Total Project Funds	$0		
Total Funds	($6,986)				

4/13/2018

TOTALS FOR FISCAL YEAR 2017

Prior FY Carryover	($6,986)	Authorized Projects	$0	Unobligated Balance	$135,370
FY Apportionment	$142,356	Planned Projects	$0	Remaining Balance	$135,370
FY Special Allocation	$0	Total Project Funds	$0		
Total Funds	$135,370				

100060027	ADD PAVED SHOULDERS ON SR-42 (US-98) FROM BARCLAY AVENUE TO ALABAMA STATE LINE	PE	$20,000	05/01/2018	Planned	
100063403	ADD PAVED SHOULDERS ON CR-99 FROM CARRIER DRIVE TO SPANISH COVE DRIVE	PE	$20,000	05/01/2018	Planned	

TOTALS FOR FISCAL YEAR 2018

Prior FY Carryover	$135,370	Authorized Projects	$0	Unobligated Balance	$283,846
FY Apportionment	$148,476	Planned Projects	$40,000	Remaining Balance	$243,846
FY Special Allocation	$0	Total Project Funds	$40,000		
Total Funds	$283,846				

100060029	ADD PAVED SHOULDERS ON SR-42 (US-98) FROM BARCLAY AVENUE TO ALABAMA STATE LINE	CN	$265,181	11/02/2018	Planned	

TOTALS FOR FISCAL YEAR 2019

Prior FY Carryover	$243,846	Authorized Projects	$0	Unobligated Balance	$392,322
FY Apportionment	$148,476	Planned Projects	$265,181	Remaining Balance	$127,141
FY Special Allocation	$0	Total Project Funds	$265,181		
Total Funds	$392,322				

100063634	ADD PAVED SHOULDERS ON CR-99 FROM CR-91 TO CARRIER DRIVE	PE	$20,000	11/01/2019	Planned	

TOTALS FOR FISCAL YEAR 2020

Prior FY Carryover	$127,141	Authorized Projects	$0	Unobligated Balance	$275,617
FY Apportionment	$148,476	Planned Projects	$20,000	Remaining Balance	$255,617
FY Special Allocation	$0	Total Project Funds	$20,000		
Total Funds	$275,617				

URBAN AREA FUNDING AVAILABILITY REPORT

FEDERAL FUNDING ONLY

URBAN AREA LILLIAN(PENSACOLA)

PROJECT NO	PROJECT DESCRIPTION	SCOPE	FEDERAL FUNDS	Start Date	Status	Authorized
100063635	ADD PAVED SHOULDERS ON SR-42 (US-98) FROM HILLCREST RD TO BARCLAY AVE	PE	$20,000	01/01/2021	Planned	

TOTALS FOR FISCAL YEAR 2021

Prior FY Carryover	**$255,617**	**Authorized Projects**	**$0**	**Unobligated Balance**	**$404,093**
FY Apportionment	**$148,476**	**Planned Projects**	**$20,000**	**Remaining Balance**	**$384,093**
FY Special Allocation	**$0**	**Total Project Funds**	**$20,000**		
Total Funds	**$404,093**				

Appendix J

FHWA -- Eastern Federal Lands Highway Division Projects

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(Any projects in the Florida-Alabama TPO region that are received from the Eastern Federal Lands Division of the Federal Highway Administration will be inserted here.)

Appendix K

Comments Received on FY 2019-2023 TIP

COMMENTS ON DRAFT FY 2019-2023 FLORIDA-ALABAMA TIP

Federal Highway Administration

1. **The Highway Safety Improvement Program annual report documents the statewide interim performance measures toward that zero deaths vision and initiative. As such, the TPO is supporting the adoption of the HSIP interim safety performance measures…"There are no interim safety performance measures. Please revise.**

   The TPO will continue to coordinate with FDOT, ALDOT, and transit providers to take action on the additional targets (Asset Management and Freight) and other requirements of the federal performance management process." This should be revised to: "…providers to develop targets for the additional performance measures (System Performance, Bridge, and Pavement) and incorporate the other requirements of the federal performance management process.

   The Safety Performance Measures section does not fully explain what the TPO did in TIP development to help achieve the safety targets. In describing the anticipated effect, the TPO will need to more fully describe the actions they have taken to move the program forward linking investments to anticipate target achievement, so that the TIP is written as a documentation of actions pursued. For example, did the TPO alter their project selection or prioritization process to favor projects they believe will help move toward achievement of the stated targets? Did they make any specific effort to engage new stakeholders or experts to learn what they can do to move toward target achievement? The current section details the goals and project prioritization process in the LRTP, but doesn't detail how the TIP supports achievement of the targets.

   A conference call with the Federal Highway Administration (FHWA) occurred on May 16, 2018 to discuss the comments above. Based upon this discussion, an updated Performance Measures section was e-mailed to the FHWA and FHWA agreed to the updated Performance Measures Section on May 21, 2018.

2. **Appendix F. The Estimated Funding Allocation by Project Type is different from the 5-Year Summary of Funding Source. If this is correct, the TIP is not fiscally constrained. Please clarify.**

   The TPO Staff was aware of the funding issue in Appendix F. Data Transfer Solutions, the developer of the TPO's Interactive Transportation Improvement Program Database used a later download of the work program for generating the funding dollars and that was the reason the funding did not total with the revenue listed. Appendix F has since been corrected to match the revenue with the funding projections in the TIP.

Florida Department of Transportation

1. **Project ID 4358161 SR 10 (US 90), Bridge Project. Include Bridge No. 580108 in the "To" Field.**

   Change has been made.

2. **Project ID 21843932 SR 292 (Gulf Beach Highway), Capacity Project. Project has been advanced to FY 2018. Therefore, please remove this project.**

Change has been made.

3. **Project ID 21843933 SR 292 (Gulf Beach Highway), Capacity Project. Project has been advanced to FY 2018. Therefore, please remove this project.**
   Change has been made.
4. **Project ID 2204265 SR 30 (US 98) Gulf Breeze Parkway, Capacity Project. Change mileage from 5.863 to 3.435 and change Ramble Bay Lane to Ortega Street.**
   Changes has been made.
5. **Project ID 2224761 SR 8 (I-10)/SR 95 (US 29) Interchange, Capacity Project. Change mileage from .495 to 5.816.**
   Change has been made.
6. **Project ID 4218833 SR 30 (US 98), Capacity Project. Change Work Summary from Corridor/Subarea Planning to Miscellaneous Construction and change mileage from 2.834 to 2.837.**
   Changes have been made.
7. **Project ID 4218834 SR 30 (US 98), Capacity Project. Change Work Summary from Corridor/Subarea Planning to Miscellaneous Construction and change mileage from 8.509 to 6.503.**
   Changes have been made.
8. **Project ID 4218835 SR 30 (US 98), Capacity Project. Change Work Summary from Corridor/Subarea Planning to Miscellaneous Construction and change mileage from 24.005 to 15.428.**
   Changes have been made.
9. **Project ID 4218836 SR 30 (US 98) & SR 10 (US 90), Capacity Project. Change Work Summary from Corridor/Subarea Planning to Miscellaneous Construction.**
   Change has been made.
10. **Project ID 4389082 SR 292 (Perdido Key Drive) Bike/Pedestrian Project. Change mileage from 2.44 to 1.964.**
    Change has been made.
11. **Project ID 4362722 SR 30 (US 98), Resurfacing Project. Change mileage from 1.526 to 1.614.**
    Change has been made.
12. **Project ID 4377461 SR 95 (US 29), Resurfacing Project. In the From Field change Quintette Highway to Muscogee Road and change mileage from 8.968 to 9.007.**
    Changes have been made.
13. **The TIP must include a discussion of how the TIP, once implemented, will make progress toward achieving the performance targets for the Safety Performance Measures, State Asset Management Plan, and State Freight Plan. The TPO addressed the Safety Performance Measures, but not the Asset Management Plan or Freight Plan. Since the targets are not currently included in the State Asset Management Plan or State Freight Plan, the TPO needs to incorporate the plans by reference in their TIP.**
    Verbiage has been added to the narrative section for Performance Measures regarding Asset Management and Freight. This verbiage has been reviewed by FDOT's District Urban Liaison, FDOT

Statewide Metropolitan Planning Coordinator, and FDOT's Administrator of Metropolitan Planning and it has been deemed acceptable to them for addressing the above comment.

Alabama Department of Transportation

1. **Project ID 100068456 US 98/SR 42, Bike Lanes Project. Project was added to FY 2019-2023 TIP to correspond with the TPO Project Priorities. ALDOT is the process of including the remaining details of this project in the ALDOT Work Program.**
   Change has been made.

Escambia County

1. **Project ID 10063605 and Project ID 10066950 Gulf Coast Intracoastal Waterway Bridge, Bridge Projects. Looks like the same project with one showing $20,000,000 and one showing $25,000,000.**
   These are two different projects: One is for the construction over the water and one is for construction over land. The description in Work Summary has been updated for each of these projects to differentiate which project is over the water and which project is over land.
2. **Project ID 4093341 SR 30 (US 98), Bridge Project. You might add a note that this is the bonus for on time completion of the first bridge.**
   Change has been made.
3. **Project ID 41447061 (Pensacola ITS Project), Capacity Project. Funding for the operation of the Freeway Management System ends after 2019. Is it funded in a districtwide program number? Just need clarification from FDOT.**
   FDOT had indicated at this time no funding is programmed after 2019 for this project.
4. **Project ID 4389082 SR 292 (Perdido Key Drive), Bicycle/Pedestrian Project. The Eastern limits of this segment has been changed by FDOT in the work program. Check with FDOT on the appropriate limit and mileage.**
   Changes has been made.
5. **Can you state what county each of the bridge projects are in for Section 1 Bridge Projects?**
   The name of the county has been included in the project description for each project in Section 1 which are the bridge projects.
6. **Is there any way to page number the entire document? Difficult to locate pages without the document having page numbers.**
   Because the interactive TIP is maintained by Data Transfer Solutions, the pages in the body by Project category are numbered. The front section of the document (Cover, Table of Contents, Narrative and Resolution) and the back section of the document (Appendices) are .pdf documents and are not automatically numbered in the interactive TIP. The Table of Contents lists the sections of the document which is intended to illustrate where a person should start looking when they are trying to find a project or other information located in the TIP. After the document is adopted and posted on the web site, a person can use the interactive TIP tool to locate information about a project as well.

Florida-Alabama FY 19-23 TIP Variance Report

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 407310 7	Project Description: SR 87 YELLOW RIVER BRIDGE NO. 580094							*SIS*
District: 03	County: SANTA ROSA	Type of Work: BRIDGE-REPAIR/REHABILITATION				Project Length:		.899
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
BRRP -STATE BRIDGE REPAIR & REHAB	55,363	0	0	0	0	0	0	55,363
DIH -STATE IN-HOUSE PRODUCT SUPPORT	5,536	0	0	0	0	0	0	5,536
DS -STATE PRIMARY HIGHWAYS & PTO	5,008	0	0	0	0	0	0	5,008
CONSTRUCTION / MANAGED BY FDOT								
BRRP -STATE BRIDGE REPAIR & REHAB	0	0	904,216	0	0	0	0	904,216
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	8,221	0	0	0	0	8,221
Item 407310 7 Totals:	**65,907**	**0**	**912,437**	**0**	**0**	**0**	**0**	**978,344**
Project Total:	**1,113,763**	**0**	**1,805,311**	**0**	**0**	**0**	**0**	**2,919,074**

407310-7: Prior year funding increase.

Florida-Alabama FY 19-23 TIP Variance Report

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 409334 1	Project Description: SR 30 (US 98) PENSACOLA BAY BRIDGE NO. 480035							*SIS*
District: 03	County: ESCAMBIA		Type of Work: BRIDGE REPLACEMENT			Project Length: 4.172		
P D & E / MANAGED BY FDOT								
BRP -STATE BRIDGE REPLACEMENT	2,462,939	0	0	0	0	0	0	2,462,939
BRT -FED BRIDGE	3,085,749	0	0	0	0	0	0	3,085,749
REPL - ON SYSTEM								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	460,490	0	0	0	0	0	0	460,490
NHBR -NATIONAL HIGWAYS BRIDGES	74,106	0	0	0	0	0	0	74,106
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
BNBR -AMENDMENT 4 BONDS (BRIDGES)	1,900,000	0	0	0	0	0	0	1,900,000
DIH -STATE IN-HOUSE PRODUCT SUPPORT	4,043	0	0	0	0	0	0	4,043
DS -STATE PRIMARY HIGHWAYS & PTO	433,844	0	0	0	0	0	0	433,844
NHBR -NATIONAL HIGWAYS BRIDGES	2,341,908	0	0	0	0	0	0	2,341,908
RIGHT OF WAY / MANAGED BY FDOT								
BNBR -AMENDMENT 4 BONDS (BRIDGES)	186,591	0	0	0	0	0	0	186,591
BRP -STATE BRIDGE REPLACEMENT	2,107,737	0	0	0	0	0	0	2,107,737
NHBR -NATIONAL HIGWAYS BRIDGES	7,173,598	0	0	0	0	0	0	7,173,598
RAILROAD & UTILITIES / MANAGED BY FDOT								
BRP -STATE BRIDGE REPLACEMENT	213,175	0	0	0	0	0	0	213,175
LF -LOCAL FUNDS	367,400	0	0	0	0	0	0	367,400
CONTRACT INCENTIVES / MANAGED BY FDOT								
ACBR -ADVANCE CONSTRUCTION (BRT)	0	588,244	0	0	0	0	0	588,244
BNBR -AMENDMENT 4 BONDS (BRIDGES)	0	9,843,677	0	0	0	0	0	9,843,677
BRP -STATE BRIDGE REPLACEMENT	0	4,568,079	0	0	0	0	0	4,568,079
ENVIRONMENTAL / MANAGED BY FDOT								
BRP -STATE BRIDGE REPLACEMENT	1,040	0	0	0	0	0	0	1,040
DESIGN BUILD / MANAGED BY FDOT								
ACBR -ADVANCE CONSTRUCTION (BRT)	15,983,195	0	0	0	0	0	0	15,983,195
BNBR -AMENDMENT 4 BONDS (BRIDGES)	286,277,175	0	0	0	0	0	0	286,277,175
BRP -STATE BRIDGE REPLACEMENT	137,947,656	0	0	0	0	0	0	137,947,656
DDR -DISTRICT DEDICATED REVENUE	3,700,000	0	0	0	0	0	0	3,700,000
DIH -STATE IN-HOUSE PRODUCT SUPPORT	360,083	0	0	0	0	0	0	360,083
DS -STATE PRIMARY HIGHWAYS & PTO	10,344	0	0	0	0	0	0	10,344
Item 409334 1 Totals:	**465,091,073**	**15,000,000**	**0**	**0**	**0**	**0**	**0**	**480,091,073**
Project Total:	**465,091,073**	**15,000,000**	**0**	**0**	**0**	**0**	**0**	**480,091,073**

409334-1: Prior year funding increase; Project Length change.

Florida-Alabama FY 19-23 TIP Variance Report

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 432285 1	Project Description:	CR 168 OVER UNNAMED BRANCH BRIDGE NO. 480099						*NON-SIS*
District: 03	County: ESCAMBIA		Type of Work:	BRIDGE REPLACEMENT			Project Length:	.097
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	12,197	0	0	0	0	0	0	12,197
SABR -STP, BRIDGES	635,536	0	0	0	0	0	0	635,536
RIGHT OF WAY / MANAGED BY FDOT								
BRTZ -FED BRIDGE REPL - OFF SYSTEM	6,932	0	0	0	0	0	0	6,932
CONSTRUCTION / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	1,814,048	0	0	0	0	0	1,814,048
Item 432285 1 Totals:	**654,665**	**1,814,048**	**0**	**0**	**0**	**0**	**0**	**2,468,713**
Project Total:	**654,665**	**1,814,048**	**0**	**0**	**0**	**0**	**0**	**2,468,713**

432285-1: Current year CST funding increase.

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 432286 1	Project Description:	HANKS ROAD OVER BREASTWORKS CREEK BRIDGE NO. 484020						*NON-SIS*
District: 03	County: ESCAMBIA		Type of Work:	BRIDGE REPLACEMENT			Project Length:	.225
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	33,816	0	0	0	0	0	0	33,816
BRTZ -FED BRIDGE REPL - OFF SYSTEM	579,475	0	0	0	0	0	0	579,475
RIGHT OF WAY / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	1,063	0	0	0	0	0	0	1,063
BRTZ -FED BRIDGE REPL - OFF SYSTEM	21,437	0	0	0	0	0	0	21,437
CONSTRUCTION / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	1,544,360	0	0	0	0	0	1,544,360
ENVIRONMENTAL / MANAGED BY FDOT								
SN -STP, MANDATORY NON-URBAN <= 5K	29,934	0	0	0	0	0	0	29,934
Item 432286 1 Totals:	**665,725**	**1,544,360**	**0**	**0**	**0**	**0**	**0**	**2,210,085**
Project Total:	**665,725**	**1,544,360**	**0**	**0**	**0**	**0**	**0**	**2,210,085**

432286-1: Current year CST funding increase.

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Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 432288 1	Project Description:	CRARY ROAD OVER PRITCHETT MILL CREEK BRIDGE NO. 484048						*NON-SIS*
District: 03	County: ESCAMBIA		Type of Work:	BRIDGE REPLACEMENT			Project Length:	.161
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	15,592	0	0	0	0	0	0	15,592
BRTZ -FED BRIDGE REPL - OFF SYSTEM	513,945	0	0	0	0	0	0	513,945
RIGHT OF WAY / MANAGED BY FDOT								
BRTZ -FED BRIDGE REPL - OFF SYSTEM	16,587	0	0	0	0	0	0	16,587
CONSTRUCTION / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	915,832	0	0	0	0	0	915,832
Item 432288 1 Totals:	**546,124**	**915,832**	**0**	**0**	**0**	**0**	**0**	**1,461,956**
Project Total:	**546,124**	**915,832**	**0**	**0**	**0**	**0**	**0**	**1,461,956**

432288-1: Current year CST funding increase.

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 433905 1	Project Description:	BRATT ROAD OVER CANOE CREEK BRIDGE NO. 484050						*NON-SIS*
District: 03	County: ESCAMBIA		Type of Work:	BRIDGE REPLACEMENT			Project Length:	.023
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	19,299	0	0	0	0	0	0	19,299
BRTZ -FED BRIDGE REPL - OFF SYSTEM	735,744	0	0	0	0	0	0	735,744
RIGHT OF WAY / MANAGED BY FDOT								
BRTZ -FED BRIDGE REPL - OFF SYSTEM	1,141	0	0	0	0	0	0	1,141
CONSTRUCTION / MANAGED BY FDOT								
ACBZ -ADVANCE CONSTRUCTION (BRTZ)	0	3,017,755	0	0	0	0	0	3,017,755
Item 433905 1 Totals:	**756,184**	**3,017,755**	**0**	**0**	**0**	**0**	**0**	**3,773,939**
Project Total:	**756,184**	**3,017,755**	**0**	**0**	**0**	**0**	**0**	**3,773,939**

433905-1: Current year CST funding increase.

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Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 435816 1	Project Description: SR 10 (US 90) OVER SIMPSON RIVER BRIDGE NO. 580056 & 580108							*NON-SIS*
District: 03	County: SANTA ROSA		Type of Work: BRIDGE REPLACEMENT			Project Length:		.204
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACBR -ADVANCE CONSTRUCTION (BRT)	1,013,495	0	0	0	0	0	0	1,013,495
DS -STATE PRIMARY HIGHWAYS & PTO	10,307	0	0	0	0	0	0	10,307
NHBR -NATIONAL HIGWAYS BRIDGES	754,712	0	0	0	0	0	0	754,712
RIGHT OF WAY / MANAGED BY FDOT								
ACBR -ADVANCE CONSTRUCTION (BRT)	0	82,500	7,500	0	0	0	0	90,000
CONSTRUCTION / MANAGED BY FDOT								
ACBR -ADVANCE CONSTRUCTION (BRT)	0	0	0	13,856,437	0	0	0	13,856,437
BNBR -AMENDMENT 4 BONDS (BRIDGES)	0	0	0	2,586,489	0	0	0	2,586,489
BRP -STATE BRIDGE REPLACEMENT	0	0	0	6,718,255	0	0	0	6,718,255
Item 435816 1 Totals:	**1,778,514**	**82,500**	**7,500**	**23,161,181**	**0**	**0**	**0**	**25,029,695**
Project Total:	**1,778,514**	**82,500**	**7,500**	**23,161,181**	**0**	**0**	**0**	**25,029,695**

435816-1: Prior year funding increase.

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 437178 1	Project Description: SR 289 9TH AVENUE OVER CARPENTERS CREEK BRIDGE 480092							*NON-SIS*
District: 03	County: ESCAMBIA		Type of Work: BRIDGE REPLACEMENT			Project Length:		.009
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACBR -ADVANCE CONSTRUCTION (BRT)	194,053	0	0	0	0	0	0	194,053
DS -STATE PRIMARY HIGHWAYS & PTO	16,781	0	0	0	0	0	0	16,781
NHBR -NATIONAL HIGWAYS BRIDGES	641,492	0	0	0	0	0	0	641,492
RIGHT OF WAY / MANAGED BY FDOT								
ACBR -ADVANCE CONSTRUCTION (BRT)	0	870,600	0	0	0	0	0	870,600
CONSTRUCTION / MANAGED BY FDOT								
ACBR -ADVANCE CONSTRUCTION (BRT)	0	0	0	2,521,918	0	0	0	2,521,918
Item 437178 1 Totals:	**852,326**	**870,600**	**0**	**2,521,918**	**0**	**0**	**0**	**4,244,844**
Project Total:	**852,326**	**870,600**	**0**	**2,521,918**	**0**	**0**	**0**	**4,244,844**

437178-1: Prior year funding increase.

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Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 218429 1	Project Description: SR 742 BURGESS ROAD FROM SR 95 (US 29) TO HILBURN ROAD							*SIS*
District: 03	County: ESCAMBIA	Type of Work: RIGHT OF WAY - FUTURE CAPACITY					Project Length:	1.912
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	1,114,650	0	0	0	0	0	0	1,114,650
DIH -STATE IN-HOUSE PRODUCT SUPPORT	119,749	0	0	0	0	0	0	119,749
DS -STATE PRIMARY HIGHWAYS & PTO	1,168,972	0	0	0	0	0	0	1,168,972
HSP -SAFETY (HIWAY SAFETY PROGRAM)	44,977	0	0	0	0	0	0	44,977
LF -LOCAL FUNDS	323,382	0	0	0	0	0	0	323,382
RIGHT OF WAY / MANAGED BY FDOT								
BNCA -BOND - CONTROLLED ACCESS	463,413	0	0	0	0	0	0	463,413
BNDS -BOND - STATE	975	0	0	0	0	0	0	975
DDR -DISTRICT DEDICATED REVENUE	50,000	0	0	3,142,762	0	0	0	3,192,762
DI -ST. - S/W INTER/INTRASTATE HWY	628,680	0	0	0	0	0	0	628,680
DIH -STATE IN-HOUSE PRODUCT SUPPORT	140,539	0	0	105,000	0	0	0	245,539
LF -LOCAL FUNDS	1,000,000	0	0	0	0	0	0	1,000,000
Item 218429 1 Totals:	**5,055,337**	**0**	**0**	**3,247,762**	**0**	**0**	**0**	**8,303,099**

218429-1: Prior year funding increase.

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 218605 5	Project Description: SR 10 (US 90A) 9 MILE ROAD FROM SR 10A (US 90) TO CR 99 BEULAH ROAD							*NON-SIS*
District: 03	County: ESCAMBIA	Type of Work: RIGHT OF WAY - FUTURE CAPACITY					Project Length:	1.797
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSU -ADVANCE CONSTRUCTION (SU)	98,234	0	0	0	0	0	0	98,234
DS -STATE PRIMARY HIGHWAYS & PTO	38,771	0	0	0	0	0	0	38,771
ST10 -STP EARMARKS - 2010	499,915	0	0	0	0	0	0	499,915
SU -STP, URBAN AREAS > 200K	1,412,323	0	0	0	0	0	0	1,412,323
RIGHT OF WAY / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	0	10,000	0	0	0	10,000
SU -STP, URBAN AREAS > 200K	0	0	1,090,000	400,000	0	0	0	1,490,000
Item 218605 5 Totals:	**2,049,243**	**0**	**1,090,000**	**410,000**	**0**	**0**	**0**	**3,549,243**

218605-5: Prior year funding increase.

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Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 218605 6 Project Description: SR 10 (US 90A) 9 MILE ROAD FROM CR 99 BEULAH ROAD TO SR 8 (I-10) *NON-SIS*								
District: 03 County: ESCAMBIA Type of Work: ADD LANES & RECONSTRUCT Project Length: 3.201								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	120,000	0	0	0	0	0	0	120,000
DIH -STATE IN-HOUSE PRODUCT SUPPORT	53,160	0	0	0	0	0	0	53,160
DS -STATE PRIMARY HIGHWAYS & PTO	14,805	0	0	0	0	0	0	14,805
RIGHT OF WAY / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	4,851,759	0	0	0	0	0	0	4,851,759
DIH -STATE IN-HOUSE PRODUCT SUPPORT	39,986	0	0	0	0	0	0	39,986
DS -STATE PRIMARY HIGHWAYS & PTO	250,000	0	0	0	0	0	0	250,000
RAILROAD & UTILITIES / MANAGED BY FDOT								
LFU -LOCAL FUNDS_FOR UNFORSEEN WORK	2,027,043	0	0	0	0	0	0	2,027,043
CONTRACT INCENTIVES / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	700,000	0	0	0	0	0	700,000
ENVIRONMENTAL / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	4,606	0	0	0	0	0	0	4,606
DEM -ENVIRONMENTAL MITIGATION	175,795	0	0	0	0	0	0	175,795
DESIGN BUILD / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	19,226,846	0	0	0	0	0	0	19,226,846
DIH -STATE IN-HOUSE PRODUCT SUPPORT	127,362	0	0	0	0	0	0	127,362
DS -STATE PRIMARY HIGHWAYS & PTO	621,917	0	0	0	0	0	0	621,917
Item 218605 6 Totals:	**27,513,279**	**700,000**	**0**	**0**	**0**	**0**	**0**	**28,213,279**

218605-6: Prior year funding increase.

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Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 218605 7	Project Description: SR 10 (US 90A) 9 MILE ROAD FROM SR 8 (I-10) TO SR 297 PINE FOREST RD							*NON-SIS*
District: 03	County: ESCAMBIA		Type of Work: ADD LANES & RECONSTRUCT				Project Length:	.816
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	21,077	0	0	0	0	0	0	21,077
RIGHT OF WAY / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	948,780	0	0	0	0	0	0	948,780
DIH -STATE IN-HOUSE PRODUCT SUPPORT	9,129	0	0	0	0	0	0	9,129
DS -STATE PRIMARY HIGHWAYS & PTO	812,696	0	0	0	0	0	0	812,696
RAILROAD & UTILITIES / MANAGED BY FDOT								
LFU -LOCAL FUNDS_FOR UNFORSEEN WORK	1,351,362	0	0	0	0	0	0	1,351,362
CONTRACT INCENTIVES / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	300,000	0	0	0	0	0	300,000
ENVIRONMENTAL / MANAGED BY FDOT								
DEM - ENVIRONMENTAL MITIGATION	113,156	0	0	0	0	0	0	113,156
DESIGN BUILD / MANAGED BY FDOT								
DDR -DISTRICT	367,315	0	0	0	0	0	0	367,315
DEDICATED REVENUE								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	104,834	0	0	0	0	0	0	104,834
DS -STATE PRIMARY HIGHWAYS & PTO	10,803,869	0	0	0	0	0	0	10,803,869
Item 218605 7 Totals:	**14,532,218**	**300,000**	**0**	**0**	**0**	**0**	**0**	**14,832,218**
Project Total:	**71,086,277**	**1,000,000**	**1,090,000**	**410,000**	**0**	**0**	**0**	**73,586,277**

218605-7: Prior year funding increase.

Florida-Alabama FY 19-23 TIP Variance Report

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 222476 1		Project Description: SR 8 (I-10) @ SR 95 (US 29) INTERCHANGE						*SIS*
District: 03	County: ESCAMBIA		Type of Work: INTERCHANGE - ADD LANES			Project Length:		5.816
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACNP -ADVANCE CONSTRUCTION NHPP	2,299,872	0	0	0	0	0	0	2,299,872
DI -ST. - S/W INTER/INTRASTATE HWY	24,644	0	0	0	0	0	0	24,644
DIH -STATE IN-HOUSE PRODUCT SUPPORT	174,663	0	0	0	0	0	0	174,663
DS -STATE PRIMARY HIGHWAYS & PTO	213,074	0	0	0	0	0	0	213,074
GMR -GROWTH MANAGEMENT FOR SIS	552,184	0	0	0	0	0	0	552,184
NHAC -NH (AC/REGULAR)	1,300,757	0	0	0	0	0	0	1,300,757
NHPP -IM, BRDG REPL, NATNL HWY-MAP21	5,641,244	0	0	0	0	0	0	5,641,244
RIGHT OF WAY / MANAGED BY FDOT								
DI -ST. - S/W INTER/INTRASTATE HWY	0	0	0	3,855,700	7,287,500	525,000	0	11,668,200
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	0	80,000	147,500	50,000	0	277,500
RAILROAD & UTILITIES / MANAGED BY FDOT								
ACNP -ADVANCE CONSTRUCTION NHPP	0	0	0	0	0	564,500	0	564,500
DDR -DISTRICT DEDICATED REVENUE	200,000	0	0	0	0	0	0	200,000
DS -STATE PRIMARY HIGHWAYS & PTO	100,602	0	0	0	0	0	0	100,602
CONSTRUCTION / MANAGED BY FDOT								
ACNP -ADVANCE CONSTRUCTION NHPP	0	0	0	0	0	73,544,552	0	73,544,552
DI -ST. - S/W INTER/INTRASTATE HWY	0	0	0	0	0	33,497,936	0	33,497,936
DS -STATE PRIMARY HIGHWAYS & PTO	663	0	0	0	0	0	0	663
ENVIRONMENTAL / MANAGED BY FDOT								
ACNP -ADVANCE CONSTRUCTION NHPP	0	0	0	0	303,946	0	0	303,946
Item 222476 1 Totals:	**10,507,703**	**0**	**0**	**3,935,700**	**7,738,946**	**108,181,988**	**0**	**130,364,337**

222476-1: Prior year funding increase.

Florida-Alabama FY 19-23 TIP Variance Report

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 416748 8	Project Description: SR 87 NEW CONNECTOR FROM SR 10 (US 90) TO CR 191 MUNSON HWY							*NON-SIS*
District: 03	County: SANTA ROSA	Type of Work: PRELIM ENG FOR FUTURE CAPACITY				Project Length:		3.500
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSA -ADVANCE CONSTRUCTION (SA)	0	2,482,941	0	0	0	0	0	2,482,941
DDR -DISTRICT DEDICATED REVENUE	0	171,749	0	0	0	0	0	171,749
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	499,860	0	0	0	0	0	499,860
SA -STP, ANY AREA	0	687,274	0	0	0	0	0	687,274
SU -STP, URBAN AREAS > 200K	0	1,656,636	0	0	0	0	0	1,656,636
Item 416748 8 Totals:	**0**	**5,498,460**	**0**	**0**	**0**	**0**	**0**	**5,498,460**

416748-8: Current year PE funding increase.

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 416748 9	Project Description: SR 87 NEW CONNECTOR FROM CR 191 MUNSON HWY TO SR 87 N							*NON-SIS*
District: 03	County: SANTA ROSA	Type of Work: PRELIM ENG FOR FUTURE CAPACITY				Project Length:		4.700
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSA -ADVANCE CONSTRUCTION (SA)	0	3,518,400	0	0	0	0	0	3,518,400
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	351,840	0	0	0	0	0	351,840
Item 416748 9 Totals:	**0**	**3,870,240**	**0**	**0**	**0**	**0**	**0**	**3,870,240**

416748-9: Current year PE funding increase.

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 421012 1	Project Description: SR 173 BLUE ANGEL PW FROM SR 292 SORRENTO ROAD TO SR 30 (US 98)							*SIS*
District: 03	County: ESCAMBIA	Type of Work: PRELIM ENG FOR FUTURE CAPACITY				Project Length:		3.239
P D & E / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	119,586	0	0	0	0	0	0	119,586
LF -LOCAL FUNDS	650,000	0	0	0	0	0	0	650,000
TRIP -TRANS REGIONAL INCENTIVE PROGM	475,000	0	0	0	0	0	0	475,000
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	343,073	0	0	0	0	0	0	343,073
DS -STATE PRIMARY HIGHWAYS & PTO	187,842	0	0	0	0	0	0	187,842
LF -LOCAL FUNDS	1,592,710	0	0	0	0	0	0	1,592,710
TRIP -TRANS REGIONAL INCENTIVE PROGM	1,000,000	0	0	0	0	0	0	1,000,000
RIGHT OF WAY / MANAGED BY FDOT								
LF -LOCAL FUNDS	0	0	0	5,000,000	0	0	0	5,000,000
Item 421012 1 Totals:	**4,368,211**	**0**	**0**	**5,000,000**	**0**	**0**	**0**	**9,368,211**
Project To :	**4,368,211**	**0**	**0**	**5,000,000**	**0**	**0**	**0**	**9,368,211**

421012-1: Prior year funding increase.

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Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 431883 3 Project Description: SR 30 (US 98) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS *SIS*								
District: 03 County: SANTA ROSA Type of Work: MISCELLANEOUS CONSTRUCTION Project Length: 2.837								
Extra Description: WORK SPLIT OUT TO SEGMENTS 1, 2, & 3; 11 MPO PR NO. 2; TO BE PROJECT SPECIFIC IDENTIFIED								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSA -ADVANCE CONSTRUCTION (SA)	26,269	0	0	0	0	0	0	26,269
DIH -STATE IN-HOUSE PRODUCT SUPPORT	18,512	0	0	0	0	0	0	18,512
DS -STATE PRIMARY HIGHWAYS & PTO	3,953	0	0	0	0	0	0	3,953
SA -STP, ANY AREA	259,530	0	0	0	0	0	0	259,530
RIGHT OF WAY / MANAGED BY FDOT								
ACSU -ADVANCE CONSTRUCTION (SU)	12,896	0	0	0	0	0	0	12,896
DS -STATE PRIMARY HIGHWAYS & PTO	360	0	0	0	0	0	0	360
SU -STP, URBAN AREAS > 200K	70,818	0	0	0	0	0	0	70,818
CONSTRUCTION / MANAGED BY FDOT								
SU -STP, URBAN AREAS > 200K	0	1,316,100	0	0	0	0	0	1,316,100
Item 431883 3 Totals:	**392,338**	**1,316,100**	**0**	**0**	**0**	**0**	**0**	**1,708,438**

431883-3: Prior year funding increase; Current year CST increase.

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 431883 4 Project Description: SR 10 (US 90) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS *NON-SIS*								
District: 03 County: SANTA ROSA Type of Work: MISCELLANEOUS CONSTRUCTION Project Length: 6.503								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSU -ADVANCE CONSTRUCTION (SU)	399,787	0	0	0	0	0	0	399,787
DS -STATE PRIMARY HIGHWAYS & PTO	7,550	0	0	0	0	0	0	7,550
CONSTRUCTION / MANAGED BY FDOT								
SU -STP, URBAN AREAS > 200K	0	0	664,542	0	0	0	0	664,542
Item 431883 4 Totals:	**407,337**	**0**	**664,542**	**0**	**0**	**0**	**0**	**1,071,879**

431883-4: Prior year funding increase.

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 431883 5 Project Description: SR 30 (US 98) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS *SIS*								
District: 03 County: SANTA ROSA Type of Work: MISCELLANEOUS CONSTRUCTION Project Length: 15.428								
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSU -ADVANCE CONSTRUCTION (SU)	40,206	0	0	0	0	0	0	40,206
DS -STATE PRIMARY HIGHWAYS & PTO	8,422	0	0	0	0	0	0	8,422
SU -STP, URBAN AREAS > 200K	256,447	0	0	0	0	0	0	256,447
CONSTRUCTION / MANAGED BY FDOT								
SU -STP, URBAN AREAS > 200K	0	0	1,365,826	0	0	0	0	1,365,826
Item 431883 5 Totals:	**305,075**	**0**	**1,365,826**	**0**	**0**	**0**	**0**	**1,670,901**

431883-5: Prior year funding increase.

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Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 431883 6	Project Description: SR 30 (US 98) & SR 10 (US 90) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS							*SIS*
District: 03 County: SANTA ROSA	Type of Work: MISCELLANEOUS CONSTRUCTION					Project Length:		11.288
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSU -ADVANCE CONSTRUCTION (SU)	338,719	0	0	0	0	0	0	338,719
DS -STATE PRIMARY HIGHWAYS & PTO	5,001	0	0	0	0	0	0	5,001
CONSTRUCTION / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	0	16,598	0	0	0	16,598
SU -STP, URBAN AREAS > 200K		0	0	2,010,218	0	0	0	2,010,218
Item 431883 6 Totals:	**343,720**	**0**	**0**	**2,026,816**	**0**	**0**	**0**	**2,370,536**
Project Total:	**4,012,341**	**1,316,100**	**2,030,368**	**2,026,816**	**0**	**0**	**0**	**9,385,625**

431883-6: Prior year funding increase.

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 437844 1	Project Description: SR 30 (US 98) GREGORY ST & BAYFRONT PKWY @ 17TH AVE INTERCHANGE							*SIS*
District: 03 County: ESCAMBIA	Type of Work: MISCELLANEOUS CONSTRUCTION					Project Length:		.804
P D & E / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	796,182	0	0	0	0	0	0	796,182
DIH -STATE IN-HOUSE PRODUCT SUPPORT	42,022	0	0	0	0	0	0	42,022
DS -STATE PRIMARY HIGHWAYS & PTO	261,389	0	0	0	0	0	0	261,389
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACNP -ADVANCE CONSTRUCTION NHPP	0	400,000	0	0	0	0	0	400,000
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	13,190	0	0	0	0	0	13,190
DESIGN BUILD / MANAGED BY FDOT								
ACNP -ADVANCE CONSTRUCTION NHPP	0	31,521,337	0	0	0	0	0	31,521,337
Item 437844 1 Totals:	**1,099,593**	**31,934,527**	**0**	**0**	**0**	**0**	**0**	**33,034,120**
Project Total:	**1,099,593**	**31,934,527**	**0**	**0**	**0**	**0**	**0**	**33,034,120**

437844-1: Current year DSB funding increase.

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Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 440915 3	Project Description: SR 10 (US 90) CAROLINE ST FROM CR 89 WARD BASIN RD TO SR 87							*NON-SIS*
District: 03	County: SANTA ROSA		Type of Work: PRELIM ENG FOR FUTURE CAPACITY				Project Length:	3.134
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSU -ADVANCE CONSTRUCTION (SU)	0	146,874	0	0	0	0	0	146,874
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	20,000	200,000	0	0	0	0	220,000
DS -STATE PRIMARY HIGHWAYS & PTO	2,724	0	0	0	0	0	0	2,724
SU -STP, URBAN AREAS > 200K	0	553,126	1,500,000	0	0	0	0	2,053,126
RIGHT OF WAY / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	588,079	0	0	0	0	0	0	588,079
DIH -STATE IN-HOUSE PRODUCT SUPPORT	3,404	0	0	0	0	0	0	3,404
DS -STATE PRIMARY HIGHWAYS & PTO	3,980	0	0	0	0	0	0	3,980
Item 440915 3 Totals:	**598,187**	**720,000**	**1,700,000**	**0**	**0**	**0**	**0**	**3,018,187**
Project Total:	**203,428,462**	**10,088,700**	**1,700,000**	**0**	**0**	**2,750,000**	**0**	**217,967,162**

440915-3: Prior year funding increase.

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 218630 2	Project Description: SR 30 (US 98) W NAVY BLVD FROM SR 295 NEW WARRINGTON TO BAYOU CHICO BR							*NON-SIS*
District: 03	County: ESCAMBIA		Type of Work: PD&E/EMO STUDY				Project Length:	1.326
P D & E / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	10,333	0	0	0	0	0	0	10,333
DS -STATE PRIMARY HIGHWAYS & PTO	11,067	0	0	0	0	0	0	11,067
LF -LOCAL FUNDS	1,500,000	0	0	0	0	0	0	1,500,000
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	106,080	0	0	0	0	0	0	106,080
DS -STATE PRIMARY HIGHWAYS & PTO	1,130	0	0	0	0	0	0	1,130
LFP -LOCAL FUNDS FOR PARTICIPATING	825,000	0	0	0	0	0	0	825,000
LFR -LOCAL FUNDS/REIMBURSIBLE	825,000	0	0	0	0	0	0	825,000
LOCAL ADVANCE REIMBURSE / MANAGED BY FDOT								
CIGP -COUNTY INCENTIVE GRANT PROGRAM	0	825,000	0	0	0	0	0	825,000
Item 218630 2 Totals:	**3,278,610**	**825,000**	**0**	**0**	**0**	**0**	**0**	**4,103,610**
Project Total:	**3,278,610**	**825,000**	**0**	**0**	**0**	**0**	**0**	**4,103,610**

218630-2: Prior year funding increase.

Florida-Alabama FY 19-23 TIP Variance Report

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 438908 2	Project Description:	SR 292 PERDIDO KEY DR FROM ALABAMA ST LINE TO WEST STATE PARK BOUNDARY						*NON-SIS*
District: 03	County: ESCAMBIA		Type of Work:	BIKE PATH/TRAIL		Project Length:		1.964
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	20,032	0	0	0	0	0	0	20,032
DS -STATE PRIMARY HIGHWAYS & PTO	12,409	0	0	0	0	0	0	12,409
TLWR -2015 SB2514A-TRAIL NETWORK	788,733	0	0	0	0	0	0	788,733
CONSTRUCTION / MANAGED BY FDOT								
SU -STP, URBAN AREAS > 200K	0	0	0	2,242,842	0	0	0	2,242,842
Item 438908 2 Totals:	**821,174**	**0**	**0**	**2,242,842**	**0**	**0**	**0**	**3,064,016**
Project Total:	**2,987,478**	**0**	**0**	**2,242,842**	**0**	**0**	**0**	**5,230,320**

438908-2: Prior year funding increase.

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 436720 1	Project Description:	SR 292 GULF BEACH HWY @ SR 727 FAIRFIELD DR INTERSECTION						*NON-SIS*
District: 03	County: ESCAMBIA		Type of Work:	ADD TURN LANE(S)		Project Length:		.082
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
CM -CONGESTION MITIGATION - AQ	117,637	0	0	0	0	0	0	117,637
DIH -STATE IN-HOUSE PRODUCT SUPPORT	46,659	0	0	0	0	0	0	46,659
DS -STATE PRIMARY HIGHWAYS & PTO	29,420	0	0	0	0	0	0	29,420
SU -STP, URBAN AREAS > 200K	235,814	0	0	0	0	0	0	235,814
RIGHT OF WAY / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	5,152	0	0	0	0	0	0	5,152
SU -STP, URBAN AREAS > 200K	42,747	0	0	0	0	0	0	42,747
CONSTRUCTION / MANAGED BY FDOT								
SU -STP, URBAN AREAS > 200K	0	776,262	0	0	0	0	0	776,262
Item 436720 1 Totals:	**477,429**	**776,262**	**0**	**0**	**0**	**0**	**0**	**1,253,691**
Project Total:	**477,429**	**776,262**	**0**	**0**	**0**	**0**	**0**	**1,253,691**

436720-1: Current year CST funding increase.

Florida-Alabama FY 19-23 TIP Variance Report

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 439964 1	Project Description: SR 292 SORRENTO @ CR 292A INNERARITY POINT INTERSECTION							*NON-SIS*
District: 03	County: ESCAMBIA		Type of Work: INTERSECTION IMPROVEMENT			Project Length:		.094
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	284,553	0	0	0	0	0	0	284,553
DIH -STATE IN-HOUSE PRODUCT SUPPORT	18,000	0	0	0	0	0	0	18,000
DS -STATE PRIMARY HIGHWAYS & PTO	11,901	0	0	0	0	0	0	11,901
RIGHT OF WAY / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	160,000	38,500	0	0	0	0	198,500
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	30,000	7,500	0	0	0	0	37,500
CONSTRUCTION / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	0	0	1,172,629	0	0	0	1,172,629
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	0	10,660	0	0	0	10,660
Item 439964 1 Totals:	**314,454**	**190,000**	**46,000**	**1,183,289**	**0**	**0**	**0**	**1,733,743**
Project Total:	**314,454**	**190,000**	**46,000**	**1,183,289**	**0**	**0**	**0**	**1,733,743**

439964-1: Prior year funding increase.

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 440658 1	Project Description: SR 292 GULF BEACH HIGHWAY INTERSECTION IMPROVEMENTS							*NON-SIS*
District: 03	County: ESCAMBIA		Type of Work: INTERSECTION IMPROVEMENT			Project Length:		.258
CONSTRUCTION / RESPONSIBLE AGENCY NOT AVAILABLE								
CIGP -COUNTY INCENTIVE GRANT PROGRAM	0	0	312,000	0	0	0	0	312,000
LF -LOCAL FUNDS	0	0	312,000	0	0	0	0	312,000
Item 440658 1 Totals:	**0**	**0**	**624,000**	**0**	**0**	**0**	**0**	**624,000**
Project Total:	**0**	**0**	**624,000**	**0**	**0**	**0**	**0**	**624,000**

440658-1: Project description correction.

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 218594 2	Project Description: SR 95 (US 29) NORTH OF SR 4 TO ALABAMA STATE LINE							*SIS*
District: 03	County: ESCAMBIA		Type of Work: SAFETY PROJECT			Project Length:		.937
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DI -ST. - S/W INTER/INTRASTATE HWY	710,015	0	0	0	0	0	0	710,015
DIH -STATE IN-HOUSE PRODUCT SUPPORT	30,000	0	0	0	0	0	0	30,000
RIGHT OF WAY / MANAGED BY FDOT								
ACNP -ADVANCE CONSTRUCTION NHPP	0	0	0	3,260,000	200,000	0	0	3,460,000
BNIR -INTRASTATE R/W & BRIDGE BONDS	0	0	0	0	540,000	0	0	540,000
CONSTRUCTION / MANAGED BY FDOT								
ACNP -ADVANCE CONSTRUCTION NHPP	0	0	0	0	0	5,528,803	0	5,528,803
Item 218594 2 Totals:	**740,015**	**0**	**0**	**3,260,000**	**740,000**	**5,528,803**	**0**	**10,268,818**

218594-2: Prior year funding increase.

Florida-Alabama FY 19-23 TIP Variance Report

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 218693 1	Project Description: ESCAMBIA/SANTA ROSA URBAN FUNDING BOX							*NON-SIS*
District: 03	County: ESCAMBIA		Type of Work: FUNDING ACTION			Project Length:		.000
CONSTRUCTION / MANAGED BY FDOT								
SU -STP, URBAN AREAS > 200K	0	0	32,267	16,655	0	0	0	48,922
Item 218693 1 Totals:	**0**	**0**	**32,267**	**16,655**	**0**	**0**	**0**	**48,922**
Project Total:	**0**	**0**	**32,267**	**16,655**	**0**	**0**	**0**	**48,922**

218693-1: Current year PE funding decrease.

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 405015 1	Project Description: TOLL OPS SR 281 GARCON POINT @ EAST BAY BRIDGE NO. 580174							*NON-SIS*
District: 03	County: SANTA ROSA		Type of Work: TOLL COLLECTION			Project Length:		3.496
OPERATIONS / MANAGED BY FDOT								
TOBC -GARCON POINT BRIDGE	17,502,680	1,461,533	1,522,000	1,522,000	1,522,000	1,522,000	0	25,052,213
Item 405015 1 Totals:	**17,502,680**	**1,461,533**	**1,522,000**	**1,522,000**	**1,522,000**	**1,522,000**	**0**	**25,052,213**
Project Total:	**17,502,680**	**1,461,533**	**1,522,000**	**1,522,000**	**1,522,000**	**1,522,000**	**0**	**25,052,213**

4050151: Prior year funding increase.

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 415365 7	Project Description: SR 281 GARCON POINT BRIDGE NO. 580174							*NON-SIS*
District: 03	County: SANTA ROSA		Type of Work: TOLL PLAZA			Project Length:		3.496
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DS -STATE PRIMARY HIGHWAYS & PTO	6,619	0	0	0	0	0	0	6,619
DSBC -GARCON POINT BRIDGE	1,006,077	104,259	104,259	104,259	54,259	54,259	0	1,427,372
Item 415365 7 Totals:	**1,012,696**	**104,259**	**104,259**	**104,259**	**54,259**	**54,259**	**0**	**1,433,991**

415365-7: Prior year funding decrease.

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 436229 6	Project Description: SR 87 @ SR 8 (I-10) INTERCHANGE LANDSCAPING							*SIS*
District: 03	County: SANTA ROSA		Type of Work: LANDSCAPING			Project Length:		.402
CONSTRUCTION / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	348,286	0	0	0	0	0	348,286
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	5,551	0	0	0	0	0	5,551
Item 436229 6 Totals:	**0**	**353,837**	**0**	**0**	**0**	**0**	**0**	**353,837**

436229-6: Current year funding decrease.

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Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 440139 2	Project Description: SR 281 FROM SAN PABLO ST TO CR 281B CYANAMID DR LANDSCAPING							*NON-SIS*
District: 03	County: SANTA ROSA			Type of Work: LANDSCAPING		Project Length:		2.528
CONSTRUCTION / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	163,823	0	0	0	0	0	163,823
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	2,467	0	0	0	0	0	2,467
Item 440139 2 Totals:	**0**	**166,290**	**0**	**0**	**0**	**0**	**0**	**166,290**

440139-2: Current year funding decrease.

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 432554 1	Project Description: SR 4 FROM ESCAMBIA RIVER BRIDGE TO CR 87A							*NON-SIS*
District: 03	County: SANTA ROSA			Type of Work: RESURFACING		Project Length:		8.821
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DC -STATE PRIMARY PE CONSULTANTS	1,248	0	0	0	0	0	0	1,248
DIH -STATE IN-HOUSE PRODUCT SUPPORT	85,194	0	0	0	0	0	0	85,194
DS -STATE PRIMARY HIGHWAYS & PTO	12,671	0	0	0	0	0	0	12,671
SA -STP, ANY AREA	44,260	0	0	0	0	0	0	44,260
SN -STP, MANDATORY NON-URBAN <= 5K	996,586	0	0	0	0	0	0	996,586
CONSTRUCTION / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	38,628	0	0	0	0	0	38,628
DS -STATE PRIMARY HIGHWAYS & PTO	0	4,818,762	0	0	0	0	0	4,818,762
Item 432554 1 Totals:	**1,139,959**	**4,857,390**	**0**	**0**	**0**	**0**	**0**	**5,997,349**

432554-1: Prior and Current year funding increase.

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 436272 2	Project Description: SR 30 (US 98) FROM SR 298 LILLIAN HWY TO W OF SR 173 BLUE ANGEL PKWY							*NON-SIS*
District: 03	County: ESCAMBIA			Type of Work: RESURFACING		Project Length:		1.606
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DC -STATE PRIMARY PE CONSULTANTS	1,248	0	0	0	0	0	0	1,248
DDR -DISTRICT DEDICATED REVENUE	83,219	0	0	0	0	0	0	83,219
DIH -STATE IN-HOUSE PRODUCT SUPPORT	22,859	0	0	0	0	0	0	22,859
DS -STATE PRIMARY HIGHWAYS & PTO	260,494	0	0	0	0	0	0	260,494
CONSTRUCTION / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	1,796,265	0	0	0	0	0	1,796,265
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	9,547	0	0	0	0	0	9,547
Item 436272 2 Totals:	**367,820**	**1,805,812**	**0**	**0**	**0**	**0**	**0**	**2,173,632**

436272-2: Prior and Current year funding increase.

Florida-Alabama FY 19-23 TIP Variance Report

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 437746 1	Project Description: SR 95 (US 29) FROM S OF CR 184 MUSCOGEE RD TO SR 97 ATMORE HWY							*SIS*
District: 03	County: ESCAMBIA		Type of Work: RESURFACING			Project Length:		9.007
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSA -ADVANCE CONSTRUCTION (SA)	226,008	0	0	0	0	0	0	226,008
DC -STATE PRIMARY PE CONSULTANTS	1,248	0	0	0	0	0	0	1,248
DIH -STATE IN-HOUSE PRODUCT SUPPORT	100,648	0	0	0	0	0	0	100,648
DS -STATE PRIMARY HIGHWAYS & PTO	25,421	0	0	0	0	0	0	25,421
SA -STP, ANY AREA	1,578,074	0	0	0	0	0	0	1,578,074
RIGHT OF WAY / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	250,000	28,400	0	0	0	0	0	278,400
DIH -STATE IN-HOUSE PRODUCT SUPPORT	30,000	10,000	0	0	0	0	0	40,000
RAILROAD & UTILITIES / MANAGED BY FDOT								
DS -STATE PRIMARY HIGHWAYS & PTO	0	396,900	0	0	0	0	0	396,900
CONSTRUCTION / MANAGED BY FDOT								
ACCM -ADVANCE CONSTRUCTION (CM)	0	50,061	0	0	0	0	0	50,061
ACSA -ADVANCE CONSTRUCTION (SA)	0	3,148,333	0	0	0	0	0	3,148,333
CM -CONGESTION MITIGATION - AQ	0	951,484	0	0	0	0	0	951,484
DDR -DISTRICT DEDICATED REVENUE	0	3,970,570	0	0	0	0	0	3,970,570
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	79,760	0	0	0	0	0	79,760
DS -STATE PRIMARY HIGHWAYS & PTO	0	2,594,438	0	0	0	0	0	2,594,438
SA -STP, ANY AREA	0	735,515	0	0	0	0	0	735,515
Item 437746 1 Totals:	**2,211,399**	**11,965,461**	**0**	**0**	**0**	**0**	**0**	**14,176,860**
Project Total:	**2,211,399**	**11,965,461**	**0**	**0**	**0**	**0**	**0**	**14,176,860**

437746-1: Prior year funding increase; Current year funding decrease.

Fund	<2019	2019	2020	2021	2022	2023	>2023	All Years
Item Number: 439721 1	Project Description: SR 87 FROM S OF CLEAR CREEK TO N OF SR 4							*NON-SIS*
District: 03	County: SANTA ROSA		Type of Work: RESURFACING			Project Length:		14.059
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	883,953	0	0	0	0	0	0	883,953
DIH -STATE IN-HOUSE PRODUCT SUPPORT	125,000	0	0	0	0	0	0	125,000
DS -STATE PRIMARY HIGHWAYS & PTO	3,177	0	0	0	0	0	0	3,177
CONSTRUCTION / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	0	467,760	0	0	0	0	467,760
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	46,776	0	0	0	0	46,776
DS -STATE PRIMARY HIGHWAYS & PTO	0	0	5,197,332	0	0	0	0	5,197,332
Item 439721 1 Totals:	**1,012,130**	**0**	**5,711,868**	**0**	**0**	**0**	**0**	**6,723,998**
Project Total:	**1,012,130**	**0**	**5,711,868**	**0**	**0**	**0**	**0**	**6,723,998**

439721-1: Prior year funding increase.

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INTRODUCTION

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the districts capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.
If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.
If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

Summary of revenue/expenditures available for new construction and remodeling projects only.

	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	Five Year Tota
Total Revenues	$98,156,780	$25,689,502	$26,935,189	$27,950,000	$26,700,000	$205,431,471
Total Project Costs	$98,156,780	$25,689,502	$26,935,189	$27,950,000	$26,700,000	$205,431,471
Difference (Remaining Funds)	$0	$0	$0	$0	$0	$0

District ESCAMBIA COUNTY SCHOOL DISTRICT

Fiscal Year Range

CERTIFICATION

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

Date of School Board Adoption

Work Plan Submittal Date

DISTRICT SUPERINTENDENT

CHIEF FINANCIAL OFFICER

DISTRICT POINT-OF-CONTACT PERSON

JOB TITLE

PHONE NUMBER

E-MAIL ADDRESS

Expenditures

Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item	2018 - 2019 Actual Budget	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	Total
HVAC	$0	$200,000	$200,000	$200,000	$200,000	$800,000
Locations:	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRAT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CAMELOT, CAMELOT, CENTRAL WAREHOUSE, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARI MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE/W FL TECH HIGH, GEORGE STONE TECHNICAL COLLEGE/W FL TECH HIGH, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Flooring	$100,000	$100,000	$100,000	$100,000	$100,000	$500,000
Locations:	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRAT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CAMELOT, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE/W FL TECH HIGH, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Roofing	$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.					
Safety to Life	$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.					
Fencing	$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.					
Parking	$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.					
Electrical	$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.					

Fire Alarm		$350,000	$350,000	$350,000	$350,000	$350,000	$1,750,000
Locations:	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRAT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CAMELOT, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE/W FL TECH HIGH, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY						
Telephone/Intercom System		$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.						
Closed Circuit Television		$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.						
Paint		$743,689	$743,689	$743,689	$750,000	$750,000	$3,731,067
Locations:	A K SUTER ELEMENTARY, ADMINISTRATIVE ANNEX, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BEULAH MIDDLE, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, BYRNEVILLE ELEMENTARY-CHARTER SCHOOL, C A WEIS ELEMENTARY, CAMELOT, CAPITAL CREW SHOPS, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA SUPERINTENDENT'S OFFICE, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE/W FL TECH HIGH, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JOHN A GIBSON HEADSTART PROGRAM, JUDY ANDREWS SCHOOL, KINGSFIELD ELEMENTARY , L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY						
Maintenance/Repair		$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.						
	Sub Total:	**$1,193,689**	**$1,393,689**	**$1,393,689**	**$1,400,000**	**$1,400,000**	**$6,781,067**

PECO Maintenance Expenditures	$898,479	$898,479	$898,479	$898,479	$898,479	$4,492,395
1.50 Mill Sub Total:	$2,813,684	$4,828,231	$5,123,231	$5,646,903	$4,539,219	$22,951,268

Other Items	2018 - 2019 Actual Budget	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	Total
Undistributed Asbestos Abatement	$50,000	$50,000	$50,000	$50,000	$50,000	$250,000
Locations	BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CAMELOT, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE/W FL TECH HIGH, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Undistibuted Door Replacement Cycle	$100,000	$100,000	$100,000	$100,000	$100,000	$500,000
Locations	BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CAMELOT, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE/W FL TECH HIGH, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Portable Classroom Renovation, Relocation, Set-Up & Utility Connections	$229,672	$229,672	$229,672	$229,672	$229,672	$1,148,360
Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE/W FL TECH HIGH, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Bleacher Repair and Replace Cycle	$150,000	$150,000	$150,000	$150,000	$150,000	$750,000
Locations	BELLVIEW MIDDLE, BROWN BARGE MIDDLE, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE/W FL TECH HIGH, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, NORTHVIEW SENIOR HIGH, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, RANSOM MIDDLE, W J WOODHAM MIDDLE SCHOOL, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH					
Energy Management DDC Controls	$200,000	$200,000	$200,000	$200,000	$200,000	$1,000,000
Locations	BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CAMELOT, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE/W FL TECH HIGH, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					

District Wide Preventative Maintenance		$100,000	$100,000	$100,000	$100,000	$100,000	$500,000
Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CAMELOT, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE/W FL TECH HIGH, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY						
Facilities Planning Salary Abatement		$890,323	$890,323	$890,323	$900,000	$900,000	$4,470,969
Locations	CAPITAL CREW SHOPS, J E HALL EDUCATIONAL SERVICES CENTER						
Capital Improvement & Energy Crew Holiday/Annual/Sick		$175,453	$200,000	$200,000	$200,000	$200,000	$975,453
Locations	CAPITAL CREW SHOPS						
Undistributed Gas Infrastructure Repair		$20,000	$10,000	$5,000	$5,000	$5,000	$45,000
Locations	BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, NAVY POINT ELEMENTARY, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WEST PENSACOLA ELEMENTARY						
Undistributed Hazardous Material Disposal		$50,000	$50,000	$50,000	$50,000	$50,000	$250,000
Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CAMELOT, CAPITAL CREW SHOPS, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE/W FL TECH HIGH, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY						
Undistributed Indoor Air Quality		$50,000	$50,000	$50,000	$50,000	$50,000	$250,000
Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CAMELOT, CAPITAL CREW SHOPS, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE/W FL TECH HIGH, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY						
Undistributed Blinds Replacement		$3,026	$3,026	$3,026	$3,026	$3,026	$15,130

Locations	BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE/W FL TECH HIGH, HELLEN CARO ELEMENTARY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY						
Undistributed Project Requests	$0	$1,800,000	$1,800,000	$2,307,684	$2,000,000	$7,907,684	
Locations	A K SUTER ELEMENTARY, ADMINISTRATIVE ANNEX, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, BYRNEVILLE ELEMENTARY-CHARTER SCHOOL, C A WEIS ELEMENTARY, CAMELOT, CAPITAL CREW SHOPS, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA SUPERINTENDENT'S OFFICE, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE/W FL TECH HIGH, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JOHN A GIBSON HEADSTART PROGRAM, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY						
Ancillary Facilities	$500,000	$500,000	$800,000	$800,000	$0	$2,600,000	
Locations	BROWN-BARGE ANNEX, CAPITAL CREW SHOPS, CENTRAL WAREHOUSE, J E HALL EDUCATIONAL SERVICES CENTER, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING						
Total:	**$3,712,163**	**$5,726,710**	**$6,021,710**	**$6,545,382**	**$5,437,698**	**$27,443,663**	

Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2018 - 2019 Actual Budget	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	Total
Remaining Maint and Repair from 1.5 Mills	$2,813,684	$4,828,231	$5,123,231	$5,646,903	$4,539,219	$22,951,268
Maintenance/Repair Salaries	$0	$0	$0	$0	$0	$0
School Bus Purchases	$3,319,170	$4,192,938	$4,200,000	$4,200,000	$4,200,000	$20,112,108
Other Vehicle Purchases	$1,000,000	$500,000	$500,000	$500,000	$500,000	$3,000,000
Capital Outlay Equipment	$5,456,777	$6,036,024	$6,035,024	$6,227,403	$6,117,882	$29,873,110
Rent/Lease Payments	$0	$0	$0	$0	$0	$0
COP Debt Service	$4,850,625	$4,837,000	$4,838,000	$4,832,875	$5,060,278	$24,418,778
Rent/Lease Relocatables	$0	$0	$0	$0	$0	$0
Environmental Problems	$0	$0	$0	$0	$0	$0
s.1011.14 Debt Service	$0	$0	$0	$0	$0	$0
Special Facilities Construction Account	$0	$0	$0	$0	$0	$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	$0	$0	$0	$0	$0	$0
Qualified School Construction Bonds (QSCB)	$0	$0	$0	$0	$0	$0

Qualified Zone Academy Bonds (QZAB)	$0	$0	$0	$0	$0	$0
Maintenance Transfer	$4,700,000	$5,000,000	$5,000,000	$5,000,000	$5,000,000	$24,700,000
Property Insurance	$2,777,520	$2,777,520	$2,777,520	$2,777,520	$2,777,520	$13,887,600
Leased Equipment	$47,360	$50,000	$50,000	$50,000	$50,000	$247,360
Software	$300,000	$300,000	$350,000	$350,000	$350,000	$1,650,000
Local Expenditure Totals:	**$25,265,136**	**$28,521,713**	**$28,873,775**	**$29,584,701**	**$28,594,899**	**$140,840,224**

Revenue

1.50 Mill Revenue Source

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2018 - 2019 Actual Value	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	Total
(1) Non-exempt property assessed valuation		$19,112,454,522	$20,027,496,399	$21,137,044,760	$22,335,473,202	$23,557,832,464	$106,170,301,347
(2) The Millege projected for discretionary capital outlay per s.1011.71		1.38	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		$32,108,924	$33,646,194	$35,510,235	$37,523,595	$39,577,159	$178,366,107
(4) Value of the portion of the 1.50 -Mill ACTUALLY levied	370	$25,265,136	$28,839,595	$30,437,344	$32,163,081	$33,923,279	$150,628,435
(5) Difference of lines (3) and (4)		$6,843,788	$4,806,599	$5,072,891	$5,360,514	$5,653,880	$27,737,672

PECO Revenue Source

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2018 - 2019 Actual Budget	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	Total
PECO New Construction	340	$0	$0	$0	$0	$0	$0
PECO Maintenance Expenditures		$898,479	$898,479	$898,479	$898,479	$898,479	$4,492,395
		$898,479	**$898,479**	**$898,479**	**$898,479**	**$898,479**	**$4,492,395**

CO & DS Revenue Source

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2018 - 2019 Actual Budget	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	Total
CO & DS Cash Flow-through Distributed	360	$1,353,223	$1,353,223	$1,353,223	$1,353,223	$1,353,223	$6,766,115
CO & DS Interest on Undistributed CO	360	$18,397	$18,397	$18,397	$18,397	$18,397	$91,985
		$1,371,620	**$1,371,620**	**$1,371,620**	**$1,371,620**	**$1,371,620**	**$6,858,100**

Fair Share Revenue Source

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program.

Nothing reported for this section.

Sales Surtax Referendum

Specific information about any referendum for a 1-cent or ½-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2017 - 2018? No

Additional Revenue Source

Any additional revenue sources

Item	2018 - 2019 Actual Value	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	Total
Other Revenue for Other Capital Projects	$0	$0	$0	$0	$0	$0
Proceeds from 1/2 cent sales surtax authorized by school board	$24,000,000	$24,000,000	$24,000,000	$24,000,000	$20,000,000	$116,000,000
Proceeds from local governmental infrastructure sales surtax	$0	$0	$0	$0	$0	$0
Proceeds from Certificates of Participation (COP's) Sale	$0	$0	$0	$0	$0	$0
Classrooms First Bond proceeds amount authorized in FY 1997-98	$0	$0	$0	$0	$0	$0
Classrooms for Kids	$0	$0	$0	$0	$0	$0
District Equity Recognition	$0	$0	$0	$0	$0	$0
Federal Grants	$0	$0	$0	$0	$0	$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	$0	$0	$0	$0	$0	$0
Impact fees received	$0	$0	$0	$0	$0	$0
Private donations	$0	$0	$0	$0	$0	$0
Grants from local governments or not-for-profit organizations	$0	$0	$0	$0	$0	$0
Interest, Including Profit On Investment	$0	$0	$0	$0	$0	$0
Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	$0	$0	$0	$0	$0	$0
Total Fund Balance Carried Forward	$72,785,160	$0	$0	$0	$0	$72,785,160
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
Special Facilities Construction Account	$0	$0	$0	$0	$0	$0

One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
Proceeds from a s.1011.14/15 F.S. Loans	$0	$0	$0	$0	$0	$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	$0	$0	$0	$0	$0	$0
Proceeds from Special Act Bonds	$0	$0	$0	$0	$0	$0
Estimated Revenue from CO & DS Bond Sale	$0	$0	$0	$0	$0	$0
Proceeds from Voted Capital Improvements millage	$0	$0	$0	$0	$0	$0
Subtotal	**$96,785,160**	**$24,000,000**	**$24,000,000**	**$24,000,000**	**$20,000,000**	**$188,785,160**

Total Revenue Summary

Item Name	2018 - 2019 Budget	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	$25,265,136	$28,839,595	$30,437,344	$32,163,081	$33,923,279	$150,628,435
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	($25,265,136)	($28,521,713)	($28,873,775)	($29,584,701)	($28,594,899)	($140,840,224)
PECO Maintenance Revenue	$898,479	$898,479	$898,479	$898,479	$898,479	$4,492,395
Available 1.50 Mill for New Construction	**$0**	**$317,882**	**$1,563,569**	**$2,578,380**	**$5,328,380**	**$9,788,211**

Item Name	2018 - 2019 Budget	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	Five Year Total
CO & DS Revenue	$1,371,620	$1,371,620	$1,371,620	$1,371,620	$1,371,620	$6,858,100
PECO New Construction Revenue	$0	$0	$0	$0	$0	$0
Other/Additional Revenue	$96,785,160	$24,000,000	$24,000,000	$24,000,000	$20,000,000	$188,785,160
Total Additional Revenue	**$98,156,780**	**$25,371,620**	**$25,371,620**	**$25,371,620**	**$21,371,620**	**$195,643,260**
Total Available Revenue	**$98,156,780**	**$25,689,502**	**$26,935,189**	**$27,950,000**	**$26,700,000**	**$205,431,471**

Project Schedules

Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	Total	Funded
NEW WESTSIDE K-5 SCHOOL	Location not specified	Planned Cost:	$5,000,000	$5,000,000	$5,000,000	$5,000,000	$0	$20,000,000	Yes
		Student Stations:	800	0	0	0	0	800	
		Total Classrooms:	0	0	0	0	0	0	
		Gross Sq Ft:	135,000	0	0	0	0	135,000	
		Planned Cost:	**$5,000,000**	**$5,000,000**	**$5,000,000**	**$5,000,000**	**$0**	**$20,000,000**	
		Student Stations:	**800**	**0**	**0**	**0**	**0**	**800**	
		Total Classrooms:	**0**	**0**	**0**	**0**	**0**	**0**	
		Gross Sq Ft:	**135,000**	**0**	**0**	**0**	**0**	**135,000**	

Other Project Schedules

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2018 - 2019 Actual Budget	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	Total	Funded
1.5 Mill Carryover	Location not specified	$720,893	$0	$0	$0	$0	$720,893	Yes
Half Cent Sales Tax Carryover	Location not specified	$51,682,274	$0	$0	$0	$0	$51,682,274	Yes
District Wide General Renovations	Location not specified	$900,000	$900,000	$900,000	$900,000	$900,000	$4,500,000	Yes
CO & DS Flow Through Carryover	Location not specified	$0	$0	$0	$0	$0	$0	Yes
Facilities Systems - Roofing	Location not specified	$1,700,000	$1,700,000	$1,700,000	$1,700,000	$1,700,000	$8,500,000	Yes
Facilities Systems - Mechanical Life Safety	Location not specified	$1,750,000	$1,750,000	$1,500,000	$1,800,000	$1,850,000	$8,650,000	Yes
Correct Deficiencies Related to Safety to Life, Health & Sanitation	Location not specified	$171,620	$100,000	$200,000	$200,000	$200,000	$871,620	Yes
District Wide Campus Security Systems	Location not specified	$300,000	$200,000	$100,000	$100,000	$100,000	$800,000	Yes
Additional or Replacement Equipment for Existing Buildings	Location not specified	$100,000	$100,000	$100,000	$100,000	$100,000	$500,000	Yes
Auditorium	J M TATE SENIOR HIGH	$0	$0	$0	$1,000,000	$1,500,000	$2,500,000	Yes
LCIF Carryover	Location not specified	$1,597,847	$0	$0	$0	$0	$1,597,847	Yes
Wastewater Treatment Plant	NORTHVIEW SENIOR HIGH	$500,000	$0	$0	$0	$0	$500,000	Yes
Central Chiller Plant	J M TATE SENIOR HIGH	$1,750,000	$1,250,000	$0	$0	$0	$3,000,000	Yes
Classroom Additions - Portable Classroom Reduction	Location not specified	$0	$0	$0	$0	$5,000,000	$5,000,000	Yes
District Wide Sitework	Location not specified	$1,000,000	$1,000,000	$500,000	$1,000,000	$250,000	$3,750,000	Yes
New Covered Play Building at Various Elementary Schools	Location not specified	$1,500,000	$3,000,000	$3,000,000	$3,000,000	$0	$10,500,000	Yes

District Wide ADA Accommodations	Location not specified	$64,700	$64,700	$64,700	$64,700	$64,700	$323,500	Yes
Debt Service - Sales Tax Revenue Bond	Location not specified	$5,785,300	$5,785,300	$5,785,300	$5,785,300	$5,785,300	$28,926,500	Yes
Necessary Modifications for the Physically Disabled in Existing Buildings	Location not specified	$50,000	$50,000	$50,000	$50,000	$50,000	$250,000	Yes
District Wide Capital Outlay Budget Requests	Location not specified	$2,000,000	$2,000,000	$2,000,000	$1,000,000	$1,000,000	$8,000,000	Yes
District Wide Athletic/P.E. Facility Renovations	Location not specified	$800,000	$289,502	$535,189	$1,500,000	$1,500,000	$4,624,691	Yes
District Wide Paved Auto Parking Areas	Location not specified	$100,000	$100,000	$100,000	$100,000	$100,000	$500,000	Yes
Retrofit Existing Schools for Technology	Location not specified	$150,000	$150,000	$150,000	$150,000	$150,000	$750,000	Yes
Bus Ramp & Tennis Court Relocation	PENSACOLA SENIOR HIGH	$750,000	$0	$0	$0	$0	$750,000	Yes
Roof Replacement	C A WEIS ELEMENTARY	$0	$1,250,000	$1,250,000	$0	$0	$2,500,000	Yes
Agriculture Building	J M TATE SENIOR HIGH	$0	$0	$2,000,000	$2,000,000	$0	$4,000,000	Yes
Cafeteria & Classroom Retrofit	BEULAH ELEMENTARY	$1,000,000	$1,000,000	$1,000,000	$0	$0	$3,000,000	Yes
Auditorium	ESCAMBIA SENIOR HIGH	$0	$0	$1,000,000	$1,500,000	$1,500,000	$4,000,000	Yes
Auditorium	PINE FOREST SENIOR HIGH	$0	$0	$0	$1,000,000	$1,500,000	$2,500,000	Yes
Half Cent Sales Tax Revenue Bonds Fund Carryover	Location not specified	$18,784,146	$0	$0	$0	$0	$18,784,146	Yes
Middle & High School Track Resurfacing	Location not specified	$0	$0	$0	$0	$200,000	$200,000	Yes
Building 1 Replacement	MYRTLE GROVE ELEMENTARY	$0	$0	$0	$0	$3,250,000	$3,250,000	Yes
		$93,156,780	**$20,689,502**	**$21,935,189**	**$22,950,000**	**$26,700,000**	**$185,431,471**	

Additional Project Schedules

Any projects that are not identified in the last approved educational plant survey.

Nothing reported for this section.

Non Funded Growth Management Project Schedules

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

Tracking

Capacity Tracking

Location	2018 - 2019 Satis. Stu. Sta.	Actual 2018 - 2019 FISH Capacity	Actual 2017 - 2018 COFTE	# Class Rooms	Actual Average 2018 - 2019 Class Size	Actual 2018 - 2019 Utilization	New Stu. Capacity	New Rooms to be Added/Removed	Projected 2022 - 2023 COFTE	Projected 2022 - 2023 Utilization	Projected 2022 - 2023 Class Size
WASHINGTON SENIOR HIGH	1,931	1,834	1,715	81	21	94.00 %	0	0	1,675	91.00 %	21
R C LIPSCOMB ELEMENTARY	952	952	870	50	17	91.00 %	0	0	750	79.00 %	15
JIM C BAILEY MIDDLE	1,486	1,337	1,371	66	21	103.00 %	0	0	1,190	89.00 %	18
NORTHVIEW SENIOR HIGH	662	529	459	28	16	87.00 %	0	0	500	95.00 %	18
GEORGE STONE TECHNICAL COLLEGE/W FL TECH HIGH	1,709	2,050	1,284	78	16	63.00 %	-571	0	1,138	77.00 %	15
PINE FOREST SENIOR HIGH	2,055	1,952	1,532	85	18	78.00 %	0	0	1,425	73.00 %	17
LONGLEAF ELEMENTARY	780	780	660	41	16	85.00 %	0	0	680	87.00 %	17
L D MCARTHUR ELEMENTARY	819	819	745	45	17	91.00 %	0	0	750	92.00 %	17
ESCAMBIA WESTGATE CENTER	381	381	209	37	6	55.00 %	0	0	220	58.00 %	6
BEULAH ELEMENTARY	1,023	1,023	979	53	18	96.00 %	0	0	780	76.00 %	15
MCMILLAN PRE-K CENTER	252	252	25	14	2	10.00 %	0	0	30	12.00 %	2
LINCOLN PARK ELEMENTARY	316	316	230	18	13	73.00 %	0	0	250	79.00 %	14
W J WOODHAM MIDDLE SCHOOL	1,669	1,502	746	70	11	50.00 %	-1,502	-70	0	0.00 %	0
JUDY ANDREWS SCHOOL	300	300	124	12	10	41.00 %	-300	-12	0	0.00 %	0
JOHN A GIBSON HEADSTART PROGRAM	218	0	0	11	0	0.00 %	0	0	0	0.00 %	0
C A WEIS ELEMENTARY	641	641	472	36	13	74.00 %	0	0	500	78.00 %	14
WEST PENSACOLA ELEMENTARY	685	685	505	36	14	74.00 %	0	0	500	73.00 %	14
J H WORKMAN MIDDLE	1,366	1,229	776	59	13	63.00 %	0	0	820	67.00 %	14
REINHARDT HOLM ELEMENTARY	669	669	448	36	12	67.00 %	0	0	446	67.00 %	12
SHERWOOD ELEMENTARY	673	673	575	34	17	85.00 %	0	0	580	86.00 %	17
A K SUTER ELEMENTARY	645	645	577	34	17	89.00 %	0	0	610	95.00 %	18
J M TATE SENIOR HIGH	2,216	2,105	2,068	98	21	98.00 %	0	0	1,875	89.00 %	19
ERNEST WARD MIDDLE	706	635	486	30	16	77.00 %	0	0	500	79.00 %	17
WARRINGTON ELEMENTARY	624	624	373	33	11	60.00 %	0	0	400	64.00 %	12

WARRINGTON MIDDLE	1,268	1,141	677	53	13	59.00 %	0	0	658	58.00 %	12
OAKCREST ELEMENTARY	525	525	519	28	19	99.00 %	0	0	486	93.00 %	17
PENSACOLA SENIOR HIGH	1,975	1,876	1,395	82	17	74.00 %	0	0	1,430	76.00 %	17
PINE MEADOW ELEMENTARY	865	865	941	46	20	109.00 %	0	0	700	81.00 %	15
PLEASANT GROVE ELEMENTARY	632	632	677	34	20	107.00 %	0	0	510	81.00 %	15
SCENIC HEIGHTS ELEMENTARY	921	921	911	48	19	99.00 %	0	0	750	81.00 %	16
O J SEMMES ELEMENTARY	566	566	450	29	16	79.00 %	0	0	420	74.00 %	14
FERRY PASS MIDDLE	1,293	1,163	1,053	56	19	91.00 %	0	0	980	84.00 %	18
MONTCLAIR ELEMENTARY	526	526	303	27	11	58.00 %	0	0	320	61.00 %	12
MYRTLE GROVE ELEMENTARY	685	685	516	36	14	75.00 %	0	0	500	73.00 %	14
NAVY POINT ELEMENTARY	585	585	487	32	15	83.00 %	0	0	500	85.00 %	16
RANSOM MIDDLE	1,698	1,528	1,451	73	20	95.00 %	0	0	1,210	79.00 %	17
CORDOVA PARK ELEMENTARY	702	702	660	37	18	94.00 %	0	0	626	89.00 %	17
ENSLEY ELEMENTARY	463	463	438	25	18	95.00 %	0	0	427	92.00 %	17
ESCAMBIA SENIOR HIGH	2,160	2,052	1,734	88	20	84.00 %	0	0	1,750	85.00 %	20
FERRY PASS ELEMENTARY	623	623	605	33	18	97.00 %	0	0	587	94.00 %	18
BROWN BARGE MIDDLE	939	845	569	44	13	67.00 %	0	0	560	66.00 %	13
BYRNEVILLE ELEMENTARY-CHARTER SCHOOL	40	0	0	2	0	0.00 %	0	0	0	0.00 %	0
HELLEN CARO ELEMENTARY	889	889	832	48	17	94.00 %	0	0	750	84.00 %	16
JIM ALLEN ELEMENTARY	762	762	600	39	15	79.00 %	0	0	620	81.00 %	16
BELLVIEW ELEMENTARY	884	884	725	46	16	82.00 %	0	0	750	85.00 %	16
BELLVIEW MIDDLE	1,551	1,395	1,004	64	16	72.00 %	0	0	980	70.00 %	15
BRATT ELEMENTARY	542	542	458	27	17	84.00 %	0	0	420	77.00 %	16
BRENTWOOD ELEMENTARY	567	567	525	31	17	93.00 %	0	0	527	93.00 %	17
BEULAH MIDDLE	1,603	0	0	70	0	0.00 %	0	0	1,200	0.00 %	17
KINGSFIELD ELEMENTARY	852	0	0	49	0	0.00 %	0	0	800	0.00 %	16
N B COOK ELEMENTARY	680	680	599	35	17	88.00 %	0	0	630	93.00 %	18
BLUE ANGELS ELEMENTARY	853	853	872	46	19	102.00 %	0	0	750	88.00 %	16
MOLINO PARK ELEMENTARY	756	756	441	36	12	58.00 %	0	0	450	60.00 %	13

GLOBAL LEARNING ACADEMY	836	836	647	45	14	77.00 %	0	0	750	90.00 %	17
	50,019	**45,795**	**37,318**	**2,394**	**16**	**81.49 %**	**-2,373**	**-82**	**36,660**	**84.43 %**	**16**

The COFTE Projected Total (36,660) for 2022 - 2023 must match the Official Forecasted COFTE Total (36,660) for 2022 - 2023 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2022 - 2023	
Elementary (PK-3)	12,201
Middle (4-8)	13,663
High (9-12)	10,796
	36,660

Grade Level Type	Balanced Projected COFTE for 2022 - 2023
Elementary (PK-3)	0
Middle (4-8)	0
High (9-12)	0
	36,660

Relocatable Replacement

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	Year 5 Total
BROWN BARGE MIDDLE	2	0	0	0	0	2
OAKCREST ELEMENTARY	0	5	5	0	0	10
PINE MEADOW ELEMENTARY	4	0	0	0	0	4
BEULAH ELEMENTARY	8	5	5	0	0	18
Total Relocatable Replacements:	**14**	**10**	**10**	**0**	**0**	**34**

Charter Schools Tracking

Information regarding the use of charter schools.

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2022 - 2023
Pensacola Beach Elementary	10	PRIVATE	2002	160	143	15	150
Beulah Academy of Science	14	PRIVATE	1998	334	286	15	286
Jacqueline Harris Prepatory	25	PRIVATE	2000	247	240	1	270
Capstone Academy	6	OTHER	2004	32	32	1	30
Byrneville Charter	14	SCHOOL BOARD	2002	225	210	15	220
	69			**998**	**911**		**956**

Special Purpose Classrooms Tracking

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Educational Classrooms:		**0**	**0**	**0**	**0**	**0**	**0**

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Co-Teaching Classrooms:		**0**	**0**	**0**	**0**	**0**	**0**

Infrastructure Tracking

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

Will require water, sewer, fire protection, electricity and telecommunications to support new westside elementary school.

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

Parcel for new westside elementary school has been purchased and contains 68 acres.

Consistent with Comp Plan? Yes

Net New Classrooms

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

List the net new classrooms added in the 2017 - 2018 fiscal year.					List the net new classrooms to be added in the 2018 - 2019 fiscal year.			
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.					Totals for fiscal year 2018 - 2019 should match totals in Section 15A.			
Location	2017 - 2018 # Permanent	2017 - 2018 # Modular	2017 - 2018 # Relocatable	2017 - 2018 Total	2018 - 2019 # Permanent	2018 - 2019 # Modular	2018 - 2019 # Relocatable	2018 - 2019 Total
Elementary (PK-3)	0	0	0	0	0	0	0	0
Middle (4-8)	0	0	0	0	0	0	0	0
High (9-12)	0	0	0	0	0	0	0	0
	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Relocatable Student Stations

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	5 Year Average
BRENTWOOD ELEMENTARY	40	40	0	0	0	16
BROWN BARGE MIDDLE	44	0	0	0	0	9
BYRNEVILLE ELEMENTARY-CHARTER SCHOOL	40	40	40	40	40	40
RANSOM MIDDLE	242	142	71	71	71	119
CORDOVA PARK ELEMENTARY	76	76	76	76	76	76
ENSLEY ELEMENTARY	36	36	36	36	36	36
ESCAMBIA SENIOR HIGH	0	0	0	0	0	0
FERRY PASS ELEMENTARY	36	36	36	36	36	36
FERRY PASS MIDDLE	0	0	0	0	0	0
MONTCLAIR ELEMENTARY	0	0	0	0	0	0
MYRTLE GROVE ELEMENTARY	72	72	36	36	36	50
NAVY POINT ELEMENTARY	0	0	0	0	0	0
LINCOLN PARK ELEMENTARY	0	0	0	0	0	0
W J WOODHAM MIDDLE SCHOOL	0	0	0	0	0	0
GEORGE STONE TECHNICAL COLLEGE/W FL TECH HIGH	25	25	25	25	25	25
PINE FOREST SENIOR HIGH	50	50	50	0	0	30
LONGLEAF ELEMENTARY	0	0	0	0	0	0
L D MCARTHUR ELEMENTARY	22	22	22	22	22	22
ESCAMBIA WESTGATE CENTER	10	10	10	10	10	10
BEULAH ELEMENTARY	130	65	0	0	0	39
WASHINGTON SENIOR HIGH	25	25	25	25	0	20
R C LIPSCOMB ELEMENTARY	138	138	138	138	138	138
JIM C BAILEY MIDDLE	164	164	164	164	164	164
NORTHVIEW SENIOR HIGH	0	0	0	0	0	0
MOLINO PARK ELEMENTARY	0	0	0	0	0	0
HELLEN CARO ELEMENTARY	106	106	106	53	53	85
OAKCREST ELEMENTARY	36	36	36	36	36	36
PENSACOLA SENIOR HIGH	0	0	0	0	0	0
PINE MEADOW ELEMENTARY	62	44	44	44	44	48
PLEASANT GROVE ELEMENTARY	54	54	54	0	0	32
SCENIC HEIGHTS ELEMENTARY	76	0	0	0	0	15
O J SEMMES ELEMENTARY	0	18	18	18	18	14
SHERWOOD ELEMENTARY	0	0	0	0	0	0
A K SUTER ELEMENTARY	0	0	0	0	0	0

J M TATE SENIOR HIGH	0	0	0	0	0	0
ERNEST WARD MIDDLE	0	0	0	0	0	0
WARRINGTON ELEMENTARY	79	79	79	36	36	62
WARRINGTON MIDDLE	0	0	0	0	0	0
C A WEIS ELEMENTARY	0	0	0	0	0	0
WEST PENSACOLA ELEMENTARY	18	18	18	18	0	14
J H WORKMAN MIDDLE	22	22	22	22	22	22
REINHARDT HOLM ELEMENTARY	0	0	0	0	0	0
JUDY ANDREWS SCHOOL	0	0	0	0	0	0
MCMILLAN PRE-K CENTER	0	0	0	0	0	0
N B COOK ELEMENTARY	0	0	0	0	0	0
BLUE ANGELS ELEMENTARY	0	0	0	0	0	0
GLOBAL LEARNING ACADEMY	0	0	0	0	0	0
JOHN A GIBSON HEADSTART PROGRAM	0	0	0	0	0	0
BEULAH MIDDLE	0	0	0	0	0	0
KINGSFIELD ELEMENTARY	0	0	0	0	0	0
JIM ALLEN ELEMENTARY	0	0	0	0	0	0
BELLVIEW ELEMENTARY	0	0	0	0	0	0
BELLVIEW MIDDLE	110	110	66	66	0	70
BRATT ELEMENTARY	0	0	0	0	0	0

Totals for ESCAMBIA COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	**1,713**	**1,428**	**1,172**	**972**	**863**	**1,230**
Total number of COFTE students projected by year.	**37,277**	**37,003**	**36,893**	**36,790**	**36,660**	**36,925**
Percent in relocatables by year.	**5 %**	**4 %**	**3 %**	**3 %**	**2 %**	**3 %**

Leased Facilities Tracking

Exising leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

Location	# of Leased Classrooms 2018 - 2019	FISH Student Stations	Owner	# of Leased Classrooms 2022 - 2023	FISH Student Stations
BROWN BARGE MIDDLE	0	0		0	0
BYRNEVILLE ELEMENTARY-CHARTER SCHOOL	0	0		0	0
RANSOM MIDDLE	0	0		0	0
CORDOVA PARK ELEMENTARY	0	0		0	0
ENSLEY ELEMENTARY	0	0		0	0

ESCAMBIA SENIOR HIGH	0	0		0	0
FERRY PASS ELEMENTARY	0	0		0	0
FERRY PASS MIDDLE	0	0		0	0
MONTCLAIR ELEMENTARY	0	0		0	0
MYRTLE GROVE ELEMENTARY	0	0		0	0
NAVY POINT ELEMENTARY	0	0		0	0
OAKCREST ELEMENTARY	0	0		0	0
PENSACOLA SENIOR HIGH	0	0		0	0
PINE MEADOW ELEMENTARY	0	0		0	0
PLEASANT GROVE ELEMENTARY	0	0		0	0
SCENIC HEIGHTS ELEMENTARY	0	0		0	0
O J SEMMES ELEMENTARY	0	0		0	0
SHERWOOD ELEMENTARY	0	0		0	0
A K SUTER ELEMENTARY	0	0		0	0
J M TATE SENIOR HIGH	0	0		0	0
ERNEST WARD MIDDLE	0	0		0	0
WARRINGTON ELEMENTARY	0	0		0	0
WARRINGTON MIDDLE	0	0		0	0
C A WEIS ELEMENTARY	0	0		0	0
WEST PENSACOLA ELEMENTARY	0	0		0	0
J H WORKMAN MIDDLE	0	0		0	0
REINHARDT HOLM ELEMENTARY	0	0		0	0
JUDY ANDREWS SCHOOL	0	0		0	0
MCMILLAN PRE-K CENTER	0	0		0	0
LINCOLN PARK ELEMENTARY	0	0		0	0
W J WOODHAM MIDDLE SCHOOL	0	0		0	0
GEORGE STONE TECHNICAL COLLEGE/W FL TECH HIGH	0	0		0	0
PINE FOREST SENIOR HIGH	0	0		0	0
LONGLEAF ELEMENTARY	0	0		0	0
L D MCARTHUR ELEMENTARY	0	0		0	0
ESCAMBIA WESTGATE CENTER	0	0		0	0
BEULAH ELEMENTARY	0	0		0	0
WASHINGTON SENIOR HIGH	0	0		0	0
R C LIPSCOMB ELEMENTARY	0	0		0	0
JIM C BAILEY MIDDLE	0	0		0	0

NORTHVIEW SENIOR HIGH	0	0		0	0
N B COOK ELEMENTARY	0	0		0	0
BLUE ANGELS ELEMENTARY	0	0		0	0
MOLINO PARK ELEMENTARY	0	0		0	0
GLOBAL LEARNING ACADEMY	0	0		0	0
HELLEN CARO ELEMENTARY	0	0		0	0
JIM ALLEN ELEMENTARY	0	0		0	0
BELLVIEW ELEMENTARY	0	0		0	0
BELLVIEW MIDDLE	0	0		0	0
BRATT ELEMENTARY	0	0		0	0
BRENTWOOD ELEMENTARY	0	0		0	0
JOHN A GIBSON HEADSTART PROGRAM	0	0		0	0
BEULAH MIDDLE	0	0		0	0
KINGSFIELD ELEMENTARY	0	0		0	0
	0	**0**		**0**	**0**

Failed Standard Relocatable Tracking

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as 'Failed Standards'.

Nothing reported for this section.

Planning

Class Size Reduction Planning

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

The School District of Escambia County has taken steps to address class-size reduction issues that include:

Closing near or over-capacity schools to transfers
Redistricting attendance zones
Approving charter contracts as appropriate
Establishing magnet programs in under-utilized sites
Establishing our own virtual academy
Increasing dual enrollment options

School Closure Planning

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

Judy Andrews School to close and relocate to the George Stone Technical Center Site. Close W. J. Woodham Middle and convert to high school to house the West Florida High students currently located on the George Technical Center Site.

Long Range Planning

Ten-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6-10 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Ten-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 5 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Ten-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2017 - 2018 FISH Capacity	Actual 2017 - 2018 COFTE	Actual 2017 - 2018 Utilization	Actual 2018 - 2019 / 2027 - 2028 new Student Capacity to be added/removed	Projected 2027 - 2028 COFTE	Projected 2027 - 2028 Utilization
Elementary - District Totals	21,941	21,941	18,663.75	85.06 %	0	16,876	76.92 %
Middle - District Totals	11,976	10,775	8,133.76	75.49 %	0	7,626	70.77 %
High - District Totals	10,999	10,348	8,903.16	86.04 %	0	9,649	93.25 %
Other - ESE, etc	5,470	2,731	1,787.02	65.43 %	0	884	32.37 %
	50,386	**45,795**	**37,487.69**	**81.86 %**	**0**	**35,035**	**76.50 %**

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Ten-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 06 thru 10 out years (Section 28).

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 06 thru 10 out years (Section 29).

Nothing reported for this section.

Twenty-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11-20 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Twenty-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 11-20 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Twenty-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2017 - 2018 FISH Capacity	Actual 2017 - 2018 COFTE	Actual 2017 - 2018 Utilization	Actual 2018 - 2019 / 2037 - 2038 new Student Capacity to be added/removed	Projected 2037 - 2038 COFTE	Projected 2037 - 2038 Utilization
Elementary - District Totals	21,941	21,941	18,663.75	85.06 %	0	19,876	90.59 %
Middle - District Totals	11,976	10,775	8,133.76	75.49 %	0	7,626	70.77 %
High - District Totals	10,999	10,348	8,903.16	86.04 %	0	9,649	93.25 %
Other - ESE, etc	5,470	2,731	1,787.02	65.43 %	0	884	32.37 %
	50,386	**45,795**	**37,487.69**	**81.86 %**	**0**	**38,035**	**83.05 %**

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Twenty-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 11 thru 20 out years (Section 28).

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 11 thru 20 out years (Section 29).

Nothing reported for this section.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15573 **Growth Management Report 12. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 02/07/2019
Issue: 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapters 3 and 4 of the LDC to Address Temporary Sales of Automobiles
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapters 3 and 4 of the LDC to Address Temporary Sales of Automobiles

That the Board of County Commissioners (BCC) review an Ordinance amending the Land Development Code (LDC) Chapter 3, Article 2, Section 3-2.11, Heavy Commercial & Light Industrial (HC/LI), and Chapter 4, Article 7, Section 4-7.13, Temporary Uses and structures, to address temporary sales of automobiles as a permitted use in HC/LI. The Planning Board recommended denial of this Ordinance.

This hearing serves as the first of two public hearings.

BACKGROUND:
The Board of County Commissioners has determined it to be in the best interest of the public to develop an ordinance prohibiting the selling of vehicles in areas not appropriately zoned, and without the necessary licenses or an established place of business.

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

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Pop up tent sales Ordinance

Date: 12-14-18

Date requested back by: 12-18-2018

Requested by: Allyson Cain

Phone Number: _____

(LEGAL USE ONLY)

Legal Review by M. Crawford

Date Received: 12/20/18

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

See attached -

ORDINANCE NUMBER 2019-_____

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, ARTICLE 2, SECTION 3-2.11 "HEAVY COMMERICAL AND LIGHT INDUSTRIAL DISTRICT (HCLI)," AND AMENDING CHAPTER 4, ARTICLE 7, SECTION 4-7.13 "TEMPORARY USES AND STRUCTURES" TO ADDRESS TEMPORARY SALES OF AUTOMOBILES AS A PERMITTED USE IN HCLI; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Authority for this code is hereby granted pursuant to Chapter 163, Florida Statutes; and

WHEREAS, Article VIII, Section (f) of the Constitution of the State of Florida, gives counties the powers of self-government as is provided by general or special law; and

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, Chapter 163, Florida Statutes, requires counties to prepare and adopt a comprehensive plan and land development code to manage future development, within their jurisdiction, and to permit only that development which is consistent with the adopted plan, its amendments, and all regulations adopted pursuant thereto; and

WHEREAS, it is the intent and purpose of Escambia County to equitably manage and control public and private development in furtherance of state policy as articulated and expressed in the Constitution of the State of Florida and Chapter 163, Florida Statutes, and elsewhere; and

WHEREAS, Section 316.1951, Florida Statutes, authorizes the County to adopt an ordinance to prohibit the curbstoning, Curbstoning is engagement in the illegal business of buying and selling automobiles without the necessary license and permits; and

WHEREAS, unauthorized roadside car sales have triggered complaints from neighborhood groups that consider them an eyesore; and

WHEREAS, unauthorized roadside car sales can also distract passing drivers who try to look at the parked merchandise; and

WHEREAS, curbstoning often involves people who frequently sell cars in various, high-traffic locations and who ignore laws meant to protect consumers from unlicensed, unscrupulous sellers; and

WHEREAS, consumers can easily become victims of fraud involving issues like odometer tampering, undisclosed frame damage or salvage rebuilt vehicles, faulty safety devices, mechanics or promissory liens, predatory lending and other problems that may not be truthfully disclosed at the time of sale and that leave the consumer with no recourse; and

WHEREAS, "off-the-books" curbstoned car sales often result in taxes and registration fees going unpaid; and

WHEREAS, the Board of County Commissioners has determined that regulation of the practice of buying and selling automobiles without a motor vehicle dealer license and outside of a legally established place of business is in the public interest; and

WHEREAS, the Board of County Commissioners finds that establishing criteria for temporary sales of automobiles promotes these interests and serves an important public purpose; and

WHEREAS, the Board of County Commissioners deems it in the best interest of health, safety, and welfare for the citizens and residents of the County for the County to regulate the practice of buying and selling automobiles without a motor vehicle dealer license and legally established place of business.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County that the following regulation is hereby adopted.

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Article 2, Section 3-2.11. "Heavy Commercial and Light Industrial district (HCLI)," subsection (b) "Permitted uses," is hereby amended as follows:

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(a) Permitted uses. Permitted uses within the HC/LI district are limited to the following:

(1) Residential. Any residential uses outside of the Industrial (I) future land use category 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 Medical marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, manufactured (mobile) homes. Temporary sales of automobiles are permitted when conducted by a licensed dealership with a permanent sales location within the County. See also Temporary Uses and Structures, Section 4-7.13 of the Escambia County Development Code.

(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.

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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.
(Ord. No. 2015-24, § 1, 7-7-15)

(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. The following industrial and related uses, except 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.

c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA.

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.

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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.

d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

e. Outdoor adjacent display of plants by garden shops and nurseries.

f. Outdoor sales.

g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.

h. Parking garages and lots, commercial.

i. Sales and outdoor display of prefabricated storage sheds.

j. Self-storage facilities, including vehicle rental as an accessory use.

Section 3. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Article 7, Section 4-3.13. "Temporary Uses and Structures," is hereby amended as follows:

Sec. 4-7.13 Temporary uses and structures.

(a) General limitations. Where authorized by the parcel owner and applicable permits, uses and structures are allowed temporarily according to the provisions of this section.

(1) Time of use. Except as may otherwise be provided for specific uses and structures, the temporary establishment of a use, or the temporary placement of one or more structures, on the same parcel for more than 30 days shall require county land use approval. Establishment or placement for more than 180 days shall require LDC compliance review and approval as prescribed in Chapter 2 for permanent development. Prior to the expiration of their authorized time of use on a parcel, all temporary uses shall be discontinued on the parcel and all temporary

structures shall be removed from the parcel unless authorized for permanent use. Unless authorized by a separate land use permit, the time limit for all temporary uses and structures is measured from the time any temporary use is established or any temporary structure is placed on the parcel until all the uses are discontinued and all structures are removed.

(2) Temporary uses. A temporary use may be established outdoors on a parcel or within an authorized permanent or temporary structure on the parcel, provided the use is a permitted use within the applicable zoning district or is otherwise authorized. Minor alterations in a temporary use (e.g., changing items offered at a sales event) do not modify the permitted duration of the use and are not considered discontinuation of the use.

(3) Temporary structures. A temporary structure may be erected on a parcel for an authorized use for a limited time provided the structure complies with the requirements of the applicable zoning district or is otherwise authorized as a specific structure. A temporary structure may be the principal structure on a parcel and a permanent structure is not required to be on the same parcel as the temporary structure. Change of use or occupancy, including periods of disuse or vacancy, does not modify the permitted time of placement for a temporary structure, and relocation within the same parcel is not considered removal of the structure or discontinuation of its use.

(b) Specific uses and structures. The following uses and structures are allowed temporarily under the conditions prescribed for each:

(1) Construction sites. Real estate sales and construction management may be carried out within separate or combined temporary construction site offices when in compliance with the applicable provisions for each use.

a. **Construction offices.** A construction office is allowed by land use permit as a temporary use and structure on a construction site, or on an adjoining parcel, during authorized site construction. The temporary office shall be set back a minimum of five feet from any property line of the host parcel, be a State of Florida approved modular building, and be removed no later than 90 days from the date of issuance of a certificate of occupancy or other applicable final county approval of the site construction.

b. **Sales offices.** A real estate sales office is allowed by land use permit as a temporary use and structure on a construction site, or on an adjoining parcel, and can be authorized prior to the start of construction if a pre-application review of the proposed development has been completed by the county. The setback and building type shall be that required for a construction office, but removal of a temporary sales office shall be within 24 months of the issuance of pre-application review comments if construction has not begun. Extension of the time may only be authorized as prescribed in Article 6 of Chapter 2. These provisions do not apply to real estate sales offices authorized within model homes by other provisions of this section.

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(2) Disaster recovery housing. A temporary structure or recreational vehicle is allowed by land use permit to provide disaster recovery housing when a fire, flood, windstorm, or other natural or man-made disaster requires the temporary housing of a single-family residential use or a non-residential use to facilitate repair or replacement of a damaged structure. The following provisions apply to such housing:

a. Permit conditions. As a condition of its land use permit, a temporary structure providing disaster recovery housing shall be removed from the property within ten days after a certificate of occupancy is issued for the new or rehabilitated structure, or upon the expiration of the permit, whichever occurs first. Failure to remove the temporary structure shall authorize the county to remove it without further notice and at the expense of the permit holder or property owner. After a recreational vehicle is no longer authorized to be used for disaster recovery housing, the vehicle becomes subject to the normal use provisions of the LDC.

b. Date of disaster. If an official disaster declaration is issued, the date of the declaration shall be the date of the disaster for the purpose of permitting.

c. Utilities required. Electrical power, potable water, and sanitary sewer connections complying with the Florida Building Code shall be provided to the temporary structure.

d. Flood considerations. Placement of the temporary structure shall comply with all floodplain management regulations.

e. Single-family dwelling. During post-disaster rehabilitation or reconstruction of a single-family dwelling made unfit for human habitation, the Building Official may permit the use of a manufactured (mobile) home or recreational vehicle as temporary living quarters on the lot of the damaged dwelling, regardless of zoning district requirements. However, no more than one such temporary structure or vehicle may be permitted per lot, and the resident of the damaged dwelling must occupy it. Additionally, the applicant must apply for such permit within six months of the date of the disaster and the maximum length of the temporary use shall be 18 months after the date of the disaster. [

f. Alternate residential sites. When the lot of a damaged single family dwelling is not suitable for placement of a manufactured (mobile) home or recreational vehicle as temporary living quarters, the applicant for the temporary quarters may designate an alternate site for either type of quarters. However, a manufactured home must be a permitted use under the zoning of the alternate site and shall comply with the setback requirements for an accessory dwelling. When an alternate site is designated, both the person whose home has been made uninhabitable and the owner of the alternate site shall join in the application for the permit and be responsible for the timely removal of the temporary housing.

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g. Non-residential use. During post-disaster rehabilitation or reconstruction of commercial or industrial use structures made unfit for business activities, the Building Official may permit the use of a State of Florida approved modular building as a temporary structure to carry out business activities on the lot of the damaged building. However, such temporary structures may be permitted only for use on the site of the damaged structure and only if there remains adequate parking (including handicap) based on the temporary structure. Additionally, the applicant must apply for such permit within six months of the date of the disaster and the maximum length of the temporary use shall be nine months after the date of the disaster.

h. Permit extension. When any temporary use structure or vehicle permitted under these disaster recovery provisions is replaced due to damage from a subsequent disaster, the duration of the original temporary use permit shall not be extended unless the Building Official determines the subsequent disaster caused sufficient damage to the permanent structure to require additional repairs that will slow the rehabilitation or reconstruction process.

(3) Medical hardship temporary living quarters. A manufactured (mobile) home or park trailer is allowed as a temporary use within any mainland zoning district that does not otherwise allow such living quarters if approved by the Board of Adjustment (BOA) for use due to medical hardship as prescribed in Article 6 of Chapter 2. The following standards apply to the temporary living quarters:

a. Maximum structure size. The temporary quarters shall not exceed 1280 square feet in gross floor area.

b. Minimum lot size. The lot where the temporary quarters will be located shall be at least one-quarter acre if served by public sewer. If a septic tank is used, the lot shall be at least one-half acre. Additionally, the lot shall be sufficient in size to allow compliance with all zoning district lot coverage and setback requirements.

c. Location. The temporary quarters shall be located on the same parcel (same property identification number) as the primary residence.

d. Limited occupancy. Only the caregiver and their immediate family, or the person in need of medical care and their immediate family, shall occupy the temporary quarters.

e. Indemnification. Prior to placement of the temporary quarters on the approved parcel, the landowner shall execute an agreement with the county (in a form acceptable to the County Attorney) providing for indemnification from all claims arising in connection with the temporary quarters and acknowledging the county's right to remove the temporary use at the owner's expense if the owner, or his heirs and assigns, fails to remove it within 60 days after the expiration of the temporary use approval granted by the BOA.

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f. Building code compliance. The installation of the temporary quarters shall comply fully with the Florida Building Code and is subject to all associated compliance inspections.

g. Temporary status maintained. The wheels and axles of the temporary quarters shall not be removed, and no additions shall be constructed except that handicap access ramps may be provided.

(4) Mobile vending units. A mobile vending unit is allowed as a temporary use in the Com, HC/LI, Ind, Com-PK, CC-PK, CG-PK, and PR-PK zoning districts, The following additional restrictions apply to any use of mobile vending units:

a. License. The operator of the mobile vending unit must obtain any applicable occupational license from the Escambia County Tax Collector and affix a copy of the occupational license to the mobile vending unit in a conspicuous location. The operator is additionally responsible for obtaining all other applicable authorizations required to store, prepare, serve, distribute, or sell by mobile vending.

b. Nuisance conditions. The mobile vending unit shall be designed, placed, maintained, and operated so as to prevent the creation of nuisance conditions, including surface discharges of waste water, oil, or grease. Solid waste receptacles of adequate capacity and convenience shall be provided to prevent the scattering of beverage containers, paper products, and other vending related debris.

c. Placement. The mobile vending unit shall not be placed within a parking lot drive aisle or required landscape area of a developed site used by another active use; within any active driveway or sidewalk, or within any public right-of-way; in any location obstructing the line of sight for traffic; or in any location otherwise presenting a safety hazard.

(5) Model homes. Within any residential subdivision for which a preliminary plat has been approved by the county, the construction of no more than two principal dwellings for temporary use as model homes or real estate offices for the promotion and sale of lots or houses within the subdivision may be authorized prior to final plat approval. For the annual “Parade of Homes” event or other special circumstances the Board of County Commissioners (BCC) may authorize at a public hearing the issuance of additional model home permits if additional assurances of infrastructure completion are provided. However, issuance of a model home permit does not authorize issuance of a certificate of occupancy, and no permanent certificate of occupancy may be issued for any dwellings until the final plat is approved by the BCC and recorded as prescribed in Article 5 of Chapter 2. Additionally, the dwellings cannot be permanently occupied as residences until certificates of occupancy are issued. Any office use of a model home shall cease when sales within the subdivision have been completed.

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(6) Portable storage containers. On a lot where a portable storage container is not allowed as outdoor storage by the applicable zoning, the container may be allowed as a temporary use according to the following provisions:

a. The on-site use of a container for 30 days or less only requires notification to the Planning Official of the placement by the provider of the container, and tracking by the official for enforcement purposes.

b. The on-site use of a container for more than 30 days requires issuance of a 90-day permit by the Planning Official after a reasonable demonstration by the applicant of temporary circumstances that make the additional on-site storage time necessary. Such circumstances may include damage to or destruction of the principle structure, remodeling, renovation, construction, or relocation. A weatherproof copy of the permit indicating the date of issuance, date of expiration, and address of the approved placement shall be attached to the container.

c. Prior to expiration of the original permit and upon additional demonstration by the applicant of unforeseen circumstances, the Planning Official may grant not more than one 90-day extension to the permit for good cause shown. If granted, a weatherproof copy of the extension shall be attached with the initial permit.

d. Applicants are generally limited to one portable storage container per principal use. For residential uses the limit is one container per dwelling unit. The use of more than one storage container per principal use may be approved by the Planning Official upon a demonstration of need, such as the scope of work or extent of construction.

e. The exterior dimensions of a container shall not exceed nine feet in height, 20 feet in length, and eight feet in width.

f. The container shall not obstruct the line of sight for traffic or otherwise present a safety hazard. The placement of containers in fire lanes or public rights-of-way is prohibited.

g. Front yard placement of a container may only be permitted where no alternative location on the parcel exists, or if placement at an alternative location would create an unreasonable hardship on the owner or occupant.

h. The provider of a container shall be responsible to ensure that it is in good condition, free from evidence of deterioration, weathering, discoloration, graffiti, rust, rips, tears or other holes or breaks.

(7) Special events. For the purposes of this section, a special event is an infrequent short-term outdoor use or activity not specifically identified as allowed by the applicable zoning district, but not otherwise prohibited by law or ordinance. Special event uses and activities include art shows, garage and yard sales, estate sales, sidewalk sales, festivals, school carnivals, church bazaars, classic car shows, tournaments, concerts, fairs and circuses, haunted houses, pumpkin

and Christmas tree sales, grand openings, and similar temporary events likely to attract crowds.

a. **Limitations.** A special event is allowed as a temporary use without a land use permit for up to 30 days, but on any parcel used as or zoned residential a special event is limited to no more than 14 days in a calendar year. No special event or associated temporary structure on any parcel shall endanger public health, safety, or welfare, particularly in consideration of nuisance or other adverse impacts from the scale, extent, intensity, time, or duration of the event.

b. **Associated structures.** Temporary structures may be placed on special event parcels for the duration of the associated event according to the provisions of this article and the conditions of any applicable permits. Nothing in this section shall be construed to prohibit temporary structures associated with civic, community, or religious events, including authorized events on public lands, social and religious activities on parcels occupied by places of worship, and events on private lands developed to include special events (e.g. Pensacola Interstate Fairgrounds).

(8) Temporary shelters. The use or placement of one or more temporary structures, shelters, or any other accommodations on a parcel for the residence, dwelling, or habitation of any person(s) on that parcel is allowed as a temporary use on the parcel for no more than 14 days in any calendar year outside of a duly licensed campground or recreational vehicle park, except as may be authorized through the disaster recovery housing or medical hardship provisions of this section. See also the additional provisions of this article regarding the use of manufactured (mobile) homes and recreational vehicles.
(Ord. No. 2015-54, § 2, 12-10-2015)

(9) Temporary Auto Sales. Temporary auto sales may be allowed when conducted by a licensed dealership with a permanent sales location within County when permitted by the applicable zoning district.

Section 4. Severability.

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

Section 5. Inclusion in the code.

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes (2018), and that the sections of this ordinance may be renumbered or relettered and the word “ordinance” may

be changed to “section,” “article,” or such other appropriate word of phrase in order to accomplish its intentions.

Section 6. Effective date.

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

DONE AND ENACTED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15574 **Growth Management Report 12. 5.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 02/07/2019
Issue: 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Escambia County 2030 Comprehensive Plan - CPA-2018-02
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Escambia County 2030 Comprehensive Plan - CPA-2018-02

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Comprehensive Plan OBJ FLU 3.1, Rural Development, deleting FLU 3.1.5 in its entirety. The Planning Board recommended denial of this Ordinance.

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

BACKGROUND:
The Escambia County Board of County Commissioners finds that an amendment to its Comprehensive Plan is necessary and appropriate based on the changing needs within the County; and it is in the the best interest of the health, safety, and welfare of the County to amend its Comprehensive Plan.

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 Comprhensive Plan will be transmitted to DEO following recommendation by the board.

Implementation of this Ordinance will consist of an amendment to the Comprehensive Plan and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Agency Comments
Email from Theresa Blackwell
Email from Jacqueline Rogers
Draft Ordinance
Clean Ordinance

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

December 14, 2018

The Honorable Jeff Bergosh
Chairman, Escambia County
Board of County Commissioners
3363 West Park Place
Pensacola, Florida 32505

Dear Chairman Bergosh:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for Escambia County (Amendment No. 18-02ESR) received on November 15, 2018. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the County is reminded that:

- Section 163.3184(3)(b), Florida Statutes (F.S.), authorizes other reviewing agencies to provide comments directly to the County. **If the County receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption**.

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the County that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Evans, Planning Analyst, by telephone at (850) 717-8484 or by email at dan.evans@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/de

Enclosure(s): Procedures for Adoption

cc: Horace Jones, Director, Escambia County Director of Development Services
Austin Mount, Executive Director, West Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

Juan C. Lemos

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Thursday, December 13, 2018 3:36 PM
To: Juan C. Lemos; DCPexternalagencycomments@deo.myflorida.com
Cc: Plan_Review
Subject: Escambia County 18-2ESR Proposed

To: Juan Lemos, Senior Planner

Re: Escambia County 18-2ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to plan.review@floridadep.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.

Juan C. Lemos

From: Hight, Jason <Jason.Hight@MyFWC.com>
Sent: Thursday, November 29, 2018 3:24 PM
To: Juan C. Lemos; DCPexternalagencycomments@deo.myflorida.com
Cc: Walsh, Kristal; Wallace, Traci
Subject: Escambia County 18-02 ESR (CPA 2018-02; Text Amendments Rural Development)

Dear Mr. Lemos:

Florida Fish and Wildlife Conservation Commission (FWC) staff has reviewed the proposed comprehensive plan amendment in accordance with Chapter 163.3184(3), Florida Statutes. We have no comments, recommendations, or objections related to fish and wildlife or listed species and their habitat to offer on this amendment.

If you need any further assistance, please do not hesitate to contact FWC Conservation Planning Services by email at FWCConservationPlanningServices@MyFWC.com. If you have specific technical questions, please contact Kristal Walsh at (850) 851-8065 or by email at Kristal.Walsh@myfwc.com.

Sincerely,

Jason Hight
Biological Administrator II
Office of Conservation Planning Services
Division of Habitat and Species Conservation
620 S. Meridian Street, MS 5B5
Tallahassee, FL 32399-1600
(850) 228-2055

Project ID 37680, Escambia County 18-02 ESR

From: Horace L Jones
To: Kayla R. Meador
Cc: Andrew D. Holmer
Subject: FW: Escambia County CPA-2018-02
Date: Tuesday, January 08, 2019 12:50:05 PM

Kayla,

Please put this e-mail also from Theresa Blackwell regarding the CPA-2018-02.

From: Horace L Jones
Sent: Wednesday, January 02, 2019 11:21 AM
To: Horace L Jones <HLJONES@myescambia.com>
Subject: FW: Escambia County CPA-2018-02

From: Theresa Blackwell <theresa.blackwell@gmail.com>
Sent: Friday, November 30, 2018 5:18 PM
To: ray.eubanks@deo.myflorida.com
Subject: Escambia County CPA-2018-02

Ray Eubanks
Plan Processing Administrator
Department of Economic Opportunity
Caldwell Building
107 East Madison, MSC 160
Tallahassee, FL 32399-4120

Dear Mr. Eubanks,

Please deny approval of a transmittal package that Escambia County sent to you on proposed Comprehensive Plan amendment CPA-2018-02, that would remove a prohibition on changing any land now designated as Agricultural (Ag) future land use (FLU) to Rural Communities (RC) future land use on the Escambia County Future Land Use Map (FLUM).

I have spoken against this Comp Plan change in a county Planning Board meeting as well as at a BCC meeting. It is important that we protect our agricultural and silvicultural lands, as our Comp Plan says we must do, and the prohibition on changing any Ag FLU to RC FLU is the physical manifestation of the two passages that precede it in the Comp plan. Even if the requested change were to be made, the requirements to protect Agricultural lands that precede it would still apply. Removing the requested passage would just remove some clarity in application.

I also spoke against the specific Future Land Use Map change for a proposed project in Molino of roughly 200 acres that precipitated this county request for an across the board change to our Comp Plan. A developer wants to build a subdivision of four acre lots on land that is now designated Ag FLU, an area devoted to silviculture. When several speakers made it clear that our Comp plan prohibits the change the developer wanted, the commissioner for that district said he wanted to change the rules then.

Unfortunately, this was not the first time this commissioner has asked for an across the board change after a constituent did not want to follow the Comp plan, or even the second time. Our commissioners should not be allowed to piecemeal away well-considered planning to suit the few, to the detriment of the general good.

Our Planning Board said no to this Comp Plan change, county staff recommended strenuously against it, and I ask that you also uphold the need to preserve our Comprehensive Plan and the agricultural and silvicultural lands that we will need for our future. Please turn Escambia County down on this request.

Thank you for your consideration,

Theresa Blackwell
Escambia County resident
(727) 510-3650 cell
theresa.blackwell@gmail.com

From:	Horace L Jones
To:	Juan C. Lemos
Cc:	Kayla R. Meador; Andrew D. Holmer
Subject:	FW: Escambia County CPA-2018-02
Date:	Tuesday, January 08, 2019 12:43:53 PM
Attachments:	ESC_CTY_CPA_2018-02.pdf

Juan & Kayla,

Please include this e-mail in the back-up material for the CPA-2018-02. I think this is coming before the Board on 2/8/19.

From: J Rogers <jacquelinearogers13@gmail.com>
Sent: Wednesday, November 28, 2018 10:47 AM
To: ray.eubanks@deo.myflorida.com
Cc: Spiers, Sherry A. <Sherry.Spiers2@deo.myflorida.com>; Horace L Jones <HLJONES@myescambia.com>; Juan C. Lemos <JCLEMOS@myescambia.com>; Evans, Dan <dan.evans@deo.myflorida.com>; Stansbury, James <james.stansbury@deo.myflorida.com>
Subject: RE: Escambia County CPA-2018-02

Ray Eubanks
Plan Processing Administrator
Department of Economic Opportunity
Caldwell Building
107 East Madison, MSC 160
Tallahassee, FL 32399-4120

Mr. Eubanks,

Attached please find my response to the transmittal package sent to you by Escambia County regarding a proposed Comprehensive Plan amendment.

If this needs to go to someone else in your department, please forward it, thank you.

Several Escambia residents have serious concerns about this amendment and spoke against the passage of this Comp Plan amendment in the meetings.
It was ultimately denied by our Planning Board.

If you have any questions, please feel free to contact me.

Jacqueline Rogers
(850) 542-9904

1420 Ridge Way
Cantonment, FL 32533
November 28, 2018

Ray Eubanks
Plan Processing Administrator
Department of Economic Opportunity
Caldwell Building
107 East Madison, MSC 160
Tallahassee, FL 32399-4120

Dear Mr. Eubanks,

I am writing to you with *deep concerns* about the Transmittal request for a text amendment sent from Escambia County: CPA 2018-02.

First, I wanted to advise you that I think, after reading the submittal package sent by Escambia County, that you have received **incorrect information** from Mr. Jones regarding the results of the October 1, 2018 Local Planning Agency (LPA) hearing as our Planning Board voted 5-0 to DENY this Comprehensive Plan text amendment after a hearing on October 1, 2018.

Below is a link to a copy of the minutes and also the link to the actual video where you can see that Planning Board member, Jay Ingwell, made the motion **to deny** the amendment, it was seconded, and then unanimously voted 5-0 to deny the amendment by all members present. The Planning Board minutes are unclear on what motion was made but the video was very clear it was for denial. I spoke at this meeting also so I remember it well.

Meeting minutes for 10/01/2018 Planning Board Hearing:
http://agenda.myescambia.com/docs/2018/PB/20181108_4206/15138_10-1%20Draft%20Reg%20Mtg.pdf

Unfortunately, the video links are not directly indexed to each issue here so the best way to see Item D (this Comp Plan amendment discussion) is to go to this link below, advance to the end of that segment and the video will transition to Item D.
You can advance to the end to hear the motion made to deny.

Video for 10/01/20018 Planning Board Hearing:
http://escambiacountyfl.swagit.com/play/10012018-1313/#11

In the back up to the subsequent November 1, 2018 Board of County Commission (BCC) meeting, the staff did note that the Planning Board denied this amendment:
" *5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Escambia County 2030 Comprehensive Plan - CPA-2018-02*
That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity (DEO), an Ordinance to amend the Comprehensive Plan OBJ FLU 3.1, Rural Development, deleting FLU 3.1.5 in its entirety. The Planning Board recommended denial

of this Ordinance. This hearing serves as the first of two public hearings before the BCC. "
(highlighting added)

Nov. 1, 2018 BCC Meeting Back up:
http://agenda.myescambia.com/agenda_publish.cfm?id=0&mt=ALL&get_month=11&get_year=2018&dsp=agm&seq=15083&rev=0&ag=4181&ln=45308&nseq=&nrev=&pseq=15082&prev=0#

Please note that at both the Planning Board meeting 10/01/2018 and the subsequent BCC meeting on November 1, 2018, **the Development Services staff provided NO BACK UP or analysis for this proposed amendment**.

Escambia County Land Development Code *Sec. 2-7.3 Comprehensive Plan future land use and text amendments. Section (f) (a)* requires a report from the Planning Official:

> *"For any amending ordinance, or as may be requested by the Planning Board for any other amendment proposal,* ***the Planning Official shall review and evaluate the proposal according to the required amendment conditions. The evaluation shall be provided to the Planning Board for consideration with the proposed text amendment****." (bold emphasis added)*

The only back up at each meeting provided was a copy of the draft of the text changes:
http://agenda.myescambia.com/docs/2018/REGBCC/20181101_4192/15083_Draft%20Ordinance%20BCC%201.pdf

If you watch the video, I even questioned Mr. Jones as to why no staff analysis was provided for this text amendment request and why did all the analysis have to be done by the concerned citizens.

Background:
The impetus for this text amendment change was because the Planning Board had previously and properly denied a Future Land Use (FLU) change (LSA 2018-01) for an applicant wishing to change his land, purchased from a timber company in the northern end of the county, from *Agricultural (AG)* FLU to *Rural Community (RC)* FLU.

But since the Escambia County Comprehensive Plan calls for no establishment of new Rural Communities, one commissioner decided that this requirement needed to be stricken from the Comprehensive Plan so that more subdivisions like the one proposed could be approved in previous rural and agricultural areas. (He also remanded that application back to the Planning Board with the proposed Comp Plan change.)
There was no data or analysis established that justified this comprehensive plan change, as is required by Florida statutes. The commissioner said that no need should be required to be established and that it should be "whatever the market would bear."

Escambia County Land Development Code Sec. 2-7.3 Comprehensive Plan future land use and text amendments. Section (e) (3) a delineates **General amendment conditions**:

"**All amendments to the Comprehensive Plan shall demonstrate the following general conditions**, allowing that where an amendment is imposed by a state or federal requirement it need only demonstrate the conditions to the greatest extent practicable under that requirement:

1. **Need and benefit**. There is an identified land use need particular to the scope and function of the Comprehensive Plan for which an amendment is clearly warranted.
2. **Professional practices**. The proposed amendment applies contemporary planning principles, engineering standards, and other professional practices to provide an effective and efficient remedy for the identified land use problem or need."

There was no identified need or benefit established at either hearing and the previous staff analysis referenced (for LSA 2018-01) demonstrates that allowing the establishment of new rural communities is not in keeping with the professional planning principles established and documented by the county.

In lines 17-19 of this proposed draft for the Comp Plan amendment for CPA-2018-02, the ordinance says it is "*necessary and appropriate based on the changing needs within the County; and it is in the best interest of the health, safety, and welfare of the County to amend its Comprehensive Plan*."
But Escambia County did not state or include any evidence to support this assertion!

At the time when that particular applicant request (LSA 2018-01) was analyzed by Escambia County Development Services staff, the staff correctly noted that "*most of the parcels within the AG FLU category from this area North to the Alabama border consist mostly of large tracts of agriculture and silviculture land*."
Also they said that the ***existing*** Rural Community (RC) FLU served '*as a buffer between the rural community of North Escambia County and the denser and more developed areas in Cantonment and to the South.*"

Development Staff noted in that same analysis that:

> *"Analysis of the overall long-range development trends and residential needs for the County suggest that* ***future development within the semi-rural areas have been already been identified and addressed by the adoption of the Escambia County Mid-West Sector Plan****. The 15,000 acres Sector Plan layout results from analysis of demographics, market data, environmental resources, zoning and land uses, as well as identification of available infrastructure and public services. Based on those analysis, the existing adopted Sector Plan and the location of the proposed development, it is staff's opinion that supporting this amendment would be in contravention with the guidance of FLU 3.1.5." (Bold and underline emphasis added)*

Not only does this proposed Comp Plan amendment, CPA 2018-02, lack data and analysis to support its necessity, but it circumvents existing long range plans previously approved by Escambia County and embodied in the Comprehensive Plan, that *were* based on data and analysis!

The one commissioner thought that by just removing FLU 3.1.5, this would eliminate the

impediments to developing subdivisions on Agricultural and Silvicutural lands identified in the Escambia Comprehensive Plan and the Future Land Use Maps.

But in this very same section of the Comp Plan, where FLU 3.1.5 is found, it also lists **OBJ FLU 3.1 Rural Development**: "*All new development within rural areas, including commercial development, that is compatible with the protection and preservation of rural areas will be directed to* ***existing rural communities***." (Underline and bold emphasis added)

Additionally, **FLU 3.1.3 FLUM Amendments** says that

"*During consideration of FLUM amendments, Escambia County* ***will consider the impacts of increased residential densities to the agriculture and silviculture industries as well as public facility maintenance and operation expenditures*** *(ie., roads, water, sewer, schools,) needed to serve the proposed development.*"

Also **FLU 3.1.4 Rezoning** states that;" *Escambia County will protect agriculture and the rural lifestyle of northern Escambia County by permitting re-zonings to districts, allowing for higher residential densities in the Rural Community (RC) future land use category.*"

If Escambia County begins to allow new rural communities to be established, and that is where '*higher residential densities*' will be established, it will fail to protect the agricultural and rural life style of the northern part of Escambia County, our remaining rural area.

By removing **FLU 3.1.5 New Rural Communities** that states; "*To protect silviculture, agriculture, and the agriculture related activities* ***Escambia County will not support the establishment of new rural communities****,*" Escambia County will be inconsistent with other parts of its own Comprehensive Plan that previously stated:
"***GOAL FLU 3 RURAL STRATEGIES*** *Escambia County will promote rural strategies, including protecting agriculture, silviculture, and related activities, protecting and preserving natural resources and guiding new development toward existing rural communities*."

When the *Escambia County Comp Plan 2030* was adopted in 2010, the *Rural Community* (RC) FLU was "*intended to recognize the existing residential development and neighborhood serving non-residential activity through a compact development pattern that serves the rural and agricultural areas of Escambia County.* "
But in order to discourage increased residential development in this northern part of the county, and in order to protect these rural areas, including agricultural and silvicultural lands, the Comp Plan called for no new establishment of rural communities (ie. the RC FLU.)

Attempting to ignore these long-range planning decisions established in the County's Comprehensive Plan could lead to disconnected communities and strip development as well as incentivized sprawl away from existing infrastructure and service facilities. It would require the County to devote more resources to develop infrastructure and provide services away from the established development areas.

Florida Stat. 163.3177 has several requirements for Comprehensive Plan amendments that are relevant to this situation:

(1) (f) All mandatory and optional elements of the comprehensive plan **and plan amendments** shall be based upon **relevant and appropriate data and an analysis by the local government that may include, but not be limited to, surveys, studies, community goals and vision, and other data available at the time of adoption of the comprehensive plan or plan amendment**. To be based on data means to react to it in an appropriate way and to the extent necessary indicated by the data available on that particular subject at the time of adoption of the plan or plan amendment at issue.

As previously, stated. No such data and analysis were presented.
And from

(1) (f) 1.: "Copies of such studies, surveys, data, and supporting documents for proposed plans and plan amendments shall be made available for public inspection, and copies of such plans shall be made available to the public upon payment of reasonable charges for reproduction. Support data or summaries are not subject to the compliance review process, but the comprehensive plan must be clearly based on appropriate data. Support data or summaries may be used to aid in the determination of compliance and consistency."

Also:
(6) (a) 2. The future land use plan **and plan amendments** shall be based upon surveys, studies, and data regarding the area, as applicable, including:

a. The amount of land required to accommodate anticipated growth.

b. The projected permanent and seasonal population of the area.

c. The character of undeveloped land.

d. The availability of water supplies, public facilities, and services.

e. The need for redevelopment, including the renewal of blighted areas and the elimination of nonconforming uses which are inconsistent with the character of the community.

f. The compatibility of uses on lands adjacent to or closely proximate to military installations.

g. The compatibility of uses on lands adjacent to an airport as defined in s. 330.35 and consistent with s. 333.02.

h. The discouragement of urban sprawl."

Other relevant parts from the statutes: (relevant items selected, some emphasized)

9. The future land use element and **any amendment to the future land use element** shall discourage the proliferation of urban sprawl.

a. **The primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl** are listed below.

(II) **Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.**

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

(V) **Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.**

(VI) Fails to maximize use of existing public facilities and services.

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

(IX) Fails to provide a clear separation between rural and urban uses.

(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

If Escambia County allows the cheaper agricultural lands to be bought up and converted for residential development, it will discourage development in already planned residentially zoned areas, including within the Mid-West Sector Plan. It will also increase the costs to local government as the County will have to provide additional infrastructure and public services to more remote areas of the County.

b. The future land use element or **plan amendment shall be determined to discourage the proliferation of urban sprawl** if it incorporates a development pattern or urban form that achieves four or more of the following: (selected sections)

(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

(VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

Several neighbors that live in this northern part of the county have attended and signed up to speak at the hearings against this Comp Plan amendment.
Several more residents from other parts of the county have also spoken out against this very substantial change in the Escambia Comp Plan with very minimal advertisement or public engagement.

Fla. Stat. **163.3177 Required and optional elements of comprehensive plan; studies and surveys.**—

(1) The comprehensive plan shall provide the principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the area that reflects community commitments to implement the plan and its elements."
Escambia County continuously threatens the orderly and balanced development within the county by making unsubstantiated changes to publicly vetted long range planning based on political considerations and not planning needs.

More from Fla. Stat. 163.3177 (1)

"These principles and strategies shall guide future decisions in a consistent manner and shall contain programs and activities to ensure comprehensive plans are implemented. The sections of the comprehensive plan containing the principles and strategies, generally provided as goals, objectives, and policies, shall describe how the local government's programs, activities, and land development regulations will be initiated, modified, or continued to implement the comprehensive plan in a consistent manner. It is not the intent of this part to require the inclusion of implementing regulations in the comprehensive plan but rather to require identification of those programs, activities, and land development regulations that will be part of the strategy for implementing the comprehensive plan and the principles that describe how the programs, activities, and land development regulations will be carried out. The plan shall establish meaningful and predictable standards for the use and development of land and provide meaningful guidelines for the content of more detailed land development and use regulations."

If Escambia County wants to hold multiple public meetings and gather stakeholder input as to what changes are needed to the Comprehensive Plan, then it should go that route doing the proper needs and data analysis and presenting that information at noticed public hearings as called for by the Fla. Statutes.

By continually making piecemeal changes to its long range planning documents (Comprehensive Plan, Mid-West Sector Plan, etc.) without professional planning needs analysis and data, Escambia County is threatening the consistency and predictability of development decisions in the county and threatening to upset the balance of land uses previously decided, usually just because a developer makes a request to do something contrary to the Comprehensive Plan.

I am hoping that the Department of Economic Opportunity will investigate these concerns and reject this Comp Plan amendment as the Escambia County Planning Board did.

Sincerely,

Jacqueline A. Rogers
(850) 542-9904

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA 2018-02

Date: 9/10/18

Date requested back by: 9/10/18

Requested by: JC Lemos

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by [signature]

Date Received: 9/10/18

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2019-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY 2030 COMPREHENSIVE PLAN, AS AMENDED; AMENDING OBJ FLU 3.1 RURAL DEVELOPMENT, DELETING FLU 3.1.5 IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Board of County Commissioners finds that an amendment to its Comprehensive Plan is necessary and appropriate based on the changing needs within the County; and

WHEREAS, it is in the best interest of the health, safety, and welfare of the County to amend its Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan Amendment shall be entitled- "CPA 2018-02."

Section 3. Amendment to GOAL FLU 3 Rural Strategies

OBJ FLU 3.1 is hereby amended as follows: (deletions shown as ~~strike thru~~; additions are <u>underlined</u>)

GOAL FLU 3 RURAL STRATEGIES

Escambia County will promote rural strategies, including protecting agriculture, silviculture, and related activities, protecting and preserving natural resources and guiding new development toward existing rural communities.

OBJ FLU 3.1 Rural Development

All new development within rural areas, including commercial development, that is compatible with the protection and preservation of rural areas will be directed to existing rural communities.

POLICIES

FLU 3.1.1 **Infrastructure Expenditures.** Escambia County will limit the expenditure of public funds for infrastructure improvements or extensions that would increase the capacity of those facilities beyond that necessary to support the densities and intensities of use established by this plan unless such expenditures are necessary to implement other policies of this plan.

FLU 3.1.2 **Water Facility Extensions.** Escambia County will coordinate with potable water providers on any extensions of potable water facilities in the rural area.

FLU 3.1.3 **FLUM Amendments.** During consideration of FLUM amendments, Escambia County will consider the impacts of increased residential densities to the agriculture and silviculture industries as well as public facility maintenance and operation expenditures (i.e., roads, water, sewer, schools,) needed to serve the proposed development.

FLU 3.1.4 **Rezoning.** Escambia County will protect agriculture and the rural lifestyle of northern Escambia County by permitting re-zonings to districts, allowing for higher residential densities in the Rural Community (RC) future land use category.

~~FLU 3.1.5 **New Rural Communities.** To protect silviculture, agriculture, and agriculture-related activities Escambia County will not support the establishment of new rural communities.~~

THIS SPACE INTENTIONALLY BLANK

DRAFT

Section 5. Effective Date.

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

DONE AND ENACTED this_____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, 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 2019-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY 2030 COMPREHENSIVE PLAN, AS AMENDED; AMENDING OBJ FLU 3.1 RURAL DEVELOPMENT, DELETING FLU 3.1.5 IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Board of County Commissioners finds that an amendment to its Comprehensive Plan is necessary and appropriate based on the changing needs within the County; and

WHEREAS, it is in the best interest of the health, safety, and welfare of the County to amend its Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan Amendment shall be entitled- "CPA 2018-02."

Section 3. Amendment to GOAL FLU 3 Rural Strategies

OBJ FLU 3.1 is hereby amended as follows: (deletions shown as ~~strike thru~~; additions are <u>underlined</u>)

GOAL FLU 3 RURAL STRATEGIES

Escambia County will promote rural strategies, including protecting agriculture, silviculture, and related activities, protecting and preserving natural resources and guiding new development toward existing rural communities.

OBJ FLU 3.1 Rural Development

All new development within rural areas, including commercial development, that is compatible with the protection and preservation of rural areas will be directed to existing rural communities.

POLICIES

FLU 3.1.1 **Infrastructure Expenditures.** Escambia County will limit the expenditure of public funds for infrastructure improvements or extensions that would increase the capacity of those facilities beyond that necessary to support the densities and intensities of use established by this plan unless such expenditures are necessary to implement other policies of this plan.

FLU 3.1.2 **Water Facility Extensions.** Escambia County will coordinate with potable water providers on any extensions of potable water facilities in the rural area.

FLU 3.1.3 **FLUM Amendments.** During consideration of FLUM amendments, Escambia County will consider the impacts of increased residential densities to the agriculture and silviculture industries as well as public facility maintenance and operation expenditures (i.e., roads, water, sewer, schools,) needed to serve the proposed development.

FLU 3.1.4 **Rezoning.** Escambia County will protect agriculture and the rural lifestyle of northern Escambia County by permitting re-zonings to districts, allowing for higher residential densities in the Rural Community (RC) future land use category.

~~FLU 3.1.5 **New Rural Communities.** To protect silviculture, agriculture, and agriculture-related activities Escambia County will not support the establishment of new rural communities.~~

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Section 5. Effective Date.

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

DONE AND ENACTED this_____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, 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-15575 **Growth Management Report 12. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 02/07/2019
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:

March 7, 2019

A. 5:45 p.m. - A Public Hearing to amend the Official Zoning map to include the following cases heard by the Planning Board on February 5, 2019.

1. Case No.:	**Z-2019-02**
Address:	12960 Lillian Highway and 12400 BLK Lillian Highway
Property Reference No.:	02-2S-32-1001-030-010 and 02-2S-32-1001-043-010
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Wiley C. "Buddy" Page, Agent for Slavoljub & Margaret Djuric, Owner
2. Case No.:	**Z-2019-03**
Address:	8662 Ashland Avenue
Property Reference No.:	10-1S-30-1101-030-005
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban

Commissioner District:	3
Requested by:	Kerry Anne Schultz, Agent for James D. Homyak, Ashland Avenue, LLC, Owner

B. 5:46 p.m. - A Public Hearing - Accessory Structures on Pensacola Beach Ordinance

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Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15502 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/07/2019
Issue: Antenna Mounting Space License Agreement between Escambia County and Five Flags Amateur Radio Association, Inc.
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of an Antenna Mounting Space License Agreement between Escambia County and Five Flags Amateur Radio Association, Inc.- Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Antenna Mounting Space License Agreement between Escambia County and Five Flags Amateur Radio Association, Inc.:

A. Approve the Antenna Mounting Space License Agreement; and

B. Authorize the Chairman to sign the Agreement and any subsequent related documents without further action of the Board.

BACKGROUND:

Five Flags Amateur Radio Association provides volunteer staffing to the Emergency Operations Center to enhance communications capabilities during disaster preparation, response, and recovery. The mounting of a digital radio repeater on the Public Safety radio tower will enhance capabilities in digital radio communications during Emergency Operations Center activations.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, County Attorney, reviewed the agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Andrew Hamilton, Escambia County Communications Division Chief, will be responsible to monitor and implement the provisions of the amendment.

Attachments

Antenna Mounting Space License Agreement

ANTENNA MOUNTING SPACE LICENSE AGREEMENT
(Public Safety Building Microwave Site)

This Antenna Mounting Space License Agreement ("License Agreement") is made by and between Escambia County, a political subdivision of the State of Florida, ("Licensor"), whose address is 221 Palafox Place, Pensacola, FL 32502, and Five Flags Amateur Radio Association, Inc., a Florida Not-for-Profit Corporation ("Licensee"), whose principal address is 6575 North W Street, Pensacola, FL 32505, and whose mailing address is 3720 Barkwood Lane, Cantonment, FL 32533.

WITNESSETH:

WHEREAS, Licensor has identified surplus antenna mounting space on its communication tower and wishes to license the use of the space; and

WHEREAS, Licensee is in need of a structure on which to mount its communication equipment at a location owned by Licensor; and

WHEREAS, Licensor has determined that licensing the antenna mounting space will not interfere with the public safety needs of Licensor's communications system and will benefit the public by supporting Escambia County Public Safety's disaster response communication capabilities.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PREMISES.

A. Licensor owns certain real property in Escambia County, Florida, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference, upon which Licensor owns and operates a communication tower ("Tower"). (The Property and the Tower hereinafter referred to collectively as the "Tower Site".)

B. Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor use of that certain antenna mounting space on the Tower Site at the approximate elevation levels shown on **Exhibit A**, for the term and upon all of the conditions and agreements set forth herein, to enable Licensee to attach, maintain and operate a communications system and for no other purpose. The exact location on the tower shall be determined by Licensee and Licensor in conjunction with Licensor's engineers so as to avoid interference with lighting equipment or other antennas on the Tower, as may be applicable. Licensee's use of the determined locations on the Tower shall be exclusive, although its right to license space on the Tower shall be non-exclusive.

C. The description of Licensee's antennas and equipment, wattages and frequencies (Licensee's Equipment) is attached hereto as **Exhibit B**. Licensee shall be

solely responsible for all costs associated with installing and maintaining Licensee's Equipment on the Tower Site, including but not limited to any structural strengthening of the Tower that may be required by Licensor's structural engineer or otherwise required by law or regulation.

D. Licensee shall have the right to make alterations and additions that will not adversely affect the integrity or current operation of the Tower Site provided such alterations and additions do not result in an antenna configuration with a greater weight or wind loading than that of the antenna configuration specified in this License Agreement; provided further, that written consent for such alterations and additions must first be obtained from Licensor, which consent shall not be unreasonably withheld.

E. Upon one hundred twenty (120) days prior written notice to Licensee, Licensor may require that Licensee's antennas be relocated to another height on the Tower to accommodate Licensor's needs only and not those of third parties. Licensor agrees that it will make a good faith effort to relocate Licensee's antennas to a height that will meet Licensee's transmission needs. The cost of this relocation including any enhancements that may be required will be borne by Licensee. If Licensee is unable to use the available locations on Licensor's Tower, or if the Tower will not structurally support Licensee's loading requirements and Licensee chooses not to bear the cost of structural strengthening of the Tower to accommodate its loading requirements, Licensee shall have the right to terminate this License Agreement.

F. Licensee shall submit to Licensor a list of all contractors or subcontractors chosen by Licensee for installation of Licensee's Equipment for Licensor's approval. Alternatively, Licensee may agree to use contractors or subcontractors chosen by Licensor for the installation of Licensee's Equipment. Licensee will provide all antennas, necessary transmission lines, fixtures, side mounts and mounting hardware.

2. TERM. The initial term of this License Agreement shall commence upon the date this Agreement is last executed and continue for an initial term of ten (10) years. Upon mutual agreement of the parties, the Agreement may be renewed for one (1) additional five (5) year term. Licensee shall provide Licensor six (6) months written notice of its intent to renew prior to the expiration of the initial term. Should Licensee remain on the Tower Site after the expiration of the original term or the renewal term, such holding over shall be subject to all covenants, conditions, and obligations contained herein or as modified; provided however, this provision shall not be construed to give Licensee any right to hold over or to continue in possession of the Tower Site after the expiration of the term of this License Agreement, including any renewal term.

3. USE OF PREMISES.

A. Licensee agrees to use the Property solely for the purposes of installing, erecting, operating, maintaining, repairing, and removing Licensee's Equipment. All Equipment intended to be used on the Tower Site and the frequencies of operation of such Equipment are set forth in detail in **Exhibit B**. Licensor shall not place any sign,

advertisement or other notice on or about the Tower Site that identifies Licensee in any way.

B. At least ten (10) days prior to making any changes or modifications in Licensee's Equipment on the Tower, Licensee shall notify Licensor in writing and specify in detail the proposed change or modification. Licensor reserves the right to reject any proposed change or modification for any reason, except for a request to substitute a unit or piece of equipment initially approved by Licensor and identified in **Exhibit B** with a substantially similar unit or piece of equipment (Substitute). Licensor shall not unreasonably withhold approval of a request to Substitute.

C. Licensee's use of the Tower Site shall not interfere in any way with the operations of Licensor or Licensor's existing licensees (collectively "Licensor's Operation"), including but not limited to, radio frequency interference. In the event that Licensor determines that an installation or activity of Licensee is causing interference to Licensor's Operations, Licensor shall give notice of the interference (to be followed by written notice) to Licensee. Licensee shall immediately dispatch authorized representatives to inspect and test Licensee's Equipment and operation. Licensor may perform, or cause to be performed, a technical evaluation to determine the cause of interference. Licensor shall not, as a part of a technical evaluation, disconnect, terminate or interrupt the electrical service to Licensee's Equipment and operation within three (3) hours of the first notice of interference. If, after considering the results of Licensee's inspection and tests or any technical evaluation performed by Licensor, Licensor determines that Licensee is, in fact, causing interference to Licensor's Operation, Licensor shall, notify Licensee of Licensor's determination and Licensee shall immediately cease interfering with Licensor's Operation. In any event, if Licensee fails to cease its interference with Licensor's Operation within twelve (12) hours of the first notice of interference from Licensor, Licensor shall have the right to discontinue electrical service to the equipment to cause the interference to cease. For a period of thirty (30) calendar days after Licensor determines that Licensee's Operations have caused interference and that the interference has not ceased within twelve (12) hours of the first notice as required, Licensee may remain on the Tower Site, with the approval of Licensor, and perform intermittent testing of potential cures during specified hours. Licensor's approval of a request to remain and conduct intermittent testing during specified hours shall not be unreasonably withheld.

D. Licensee's use of the Tower Site shall be in accordance with the standards imposed by the Federal Communications Commission, and any other local, state, or federal body with authority over radio and microwave transmissions and operations. All fees and costs directly attributable to Licensee's use of the Tower Site shall be at Licensee's expense.

4. APPROVAL OF INSTALLATION. Licensee's Equipment shall not be installed without prior written approval of Licensor. In the event that any equipment identified on **Exhibit B** is not approved for installation and as a result of such disapproval Licensee is unable to use the Tower Site, Licensee may elect to terminate the License Agreement.

5. INSTALLATION, ACCESS AND MAINTENANCE.

A. Installation.

1. Licensee shall provide Licensor not less than three (3) calendar days' written notice of the date(s) on which it intends to install Licensee's Equipment. No installation on the Tower shall be undertaken by Licensee without the prior written consent and approval of Licensor.

2. Licensee shall submit for Licensor's prior written approval detailed plans for use of the area in which it will locate Licensee's Equipment. No installation shall commence until Licensor has approved the plans. Consent and approval for the initial installation will be deemed given when Licensor's designee signs Licensee's plans. Licensor reserves the right to have a representative present during the various stages of installation. Licensee shall pay for all costs and expenses relating to the installation, including but not limited to, grounding, connection to the site grounding system and cable run.

3. Licensee agrees that Licensee's Equipment shall be installed, maintained, inspected and tested pursuant to, and Licensee agrees to comply with, all applicable rules and regulations of the Federal Communications Commission, the Federal Aviation Administration, the Occupational Safety and Health Administration, and all other federal, state and local rules and regulations.

B. Access to County Tower. At Licensor's discretion, all installation, repair, maintenance, or other activities of Licensee requiring access to the Tower Site shall be performed in the presence and subject to the direct inspection of a designated employee or agent of Licensor. Such representative of Licensor shall have the authority to direct any employee or agent of Licensee who is working on the Tower Site to cease any activity when such direction is necessary to protect Licensor's property or operations. Licensee agrees to perform all work in a good and workmanlike manner, and in such a manner so as to not interfere with the operation, physical or electrical performance, or the other characteristics of Licensor's Equipment or Licensor's Operations.

C. Access Control. Licensee may request access to the Tower Site during normal operating hours. Access to the Tower Site will be granted as determined by Licensor's Chief of Communications.

D. Maintenance. Licensee shall maintain the structural integrity of Licensee's Equipment, including, but not limited to, any equipment that is attached to the Tower. Licensee shall inspect all equipment that is attached to the Tower on a regular basis, but in no event less often than annually. Licensor shall maintain the Tower Site, including all required tower marking and lighting, shall maintain all required records and shall file any required notification concerning any failure of, repairs to, and correction of the Tower in compliance with the rules and regulations of the Federal Aviation Administration and the Federal Communications Commission. Licensor shall be responsible for

maintaining the Tower Site, except for damages caused by Licensee, improvements or accommodations constructed or installed by Licensee, or as otherwise provided in this License Agreement. Licensee shall ensure that in conducting its activities on the Tower Site that it leaves no waste on the exterior grounds of the Tower Site.

6. PEACEFUL USE. Licensor covenants that Licensee, upon the payment of the License Fee and the performance of the covenants and conditions of this License Agreement, shall and may peaceably and quietly use the Tower Site for the term of the License Agreement. Licensor expressly reserves the right to enter into additional or subsequent License Agreements for portions of the Tower with others; provided, however, that no subsequent License Agreement shall interfere with the rights of Licensee under this License Agreement. Notwithstanding the preceding, in the event of a public emergency, Licensor will be entitled to full use of the Tower Site in aid of emergency relief and management efforts and will not be responsible to Licensee for damages for such use. During any period of emergency use when Licensee's use of the Tower Site is impaired, the License Fee shall abate, on a pro-rata basis.

7. TAXES. Licensee is solely responsible for any and all taxes and assessments imposed as a result of Licensee's use of the Tower Site or otherwise arising out of this License Agreement, which taxes and assessments shall be promptly paid by Licensee when due.

8. PERSONAL PROPERTY. Licensee's Equipment shall remain the personal property Licensee. Prior to the expiration or termination of the License Agreement, Licensee shall remove Licensee's Equipment and restore the Tower Site to the condition that existed immediately prior to the installation. This provision shall apply during the initial or any renewal term of this License Agreement.

9. MATERIALS AND CLAIMS. All materials and labor furnished for any work done on the Tower Site by Licensee shall be at Licensee's sole cost and expense. Licensee shall indemnify, defend, and hold Licensor harmless from all claims of contractors, laborers and materialmen contracted for work on behalf of Licensee.

10. PERMITS. Licensee shall, at its sole cost and expense, obtain all federal, state, county and other permits and governmental authorizations required in order to construct, operate, or otherwise implement its use of the Tower Site. Licensee shall provide Licensor with copies of all permits and governmental authorizations, and no installations or other work will be performed by Licensee until such permits are provided to Licensor.

11. INSURANCE.

A. Licensee shall at all times during the term of the License Agreement, at Licensee's sole cost and expense, maintain in effect the following insurance coverages:

1. Commercial General Liability, including contractual liability, products and completed operations coverage, independent contractors, bodily injury, personal injury and death, with limits in excess of $1,000,000 per occurrence, $2,000,000

general aggregate.

2. Worker's Compensation in compliance with statutory requirements where work is being performed. This coverage shall include Employer's Liability coverage with limits in excess of $1,000,000 per occurrence.

3. Commercial Automobile Liability insurance for bodily injury, property damage, and death in excess of $1,000,000 minimum combined single limits per occurrence. This coverage shall include use of any auto, all owned, non-owned, leased and hired vehicles.

4. All Risk Property coverage for all of Licensee's Equipment and other property under the Licensee's care, custody or control with limits in excess of $2,000,000 per occurrence. This coverage shall extend to any property where contractual provisions require Licensor to maintain insurance.

This insurance shall be the primary insurance and not participating with any other available insurance. In no event shall the limits of the policy or policies be considered as limiting the liability of Licensee under this License Agreement.

B. All insurance required to be maintained by Licensee shall name Licensor as an additional insured and contain provisions that the policies cannot be terminated or materially modified except after thirty (30) calendar days' prior written notice to Licensor. Insurance shall be obtained from insurance companies with a rating of A-/VII or higher by the most recent published edition of the A.M. Best rating guide. All liability coverage shall be through carriers licensed to do business in the State of Florida. Copies of policies or endorsements evidencing such insurance shall be delivered by Licensee to Licensor. Licensee may not enter the Tower Site until the provisions of this section have been met to the satisfaction of Licensor.

12. LIABILITY AND INDEMNITY. Licensee shall indemnify, defend and hold Licensor harmless from and against any liability and all claims of whatever nature arising from any negligent or willful act or omission of Licensee, or its contractors, agents, servants or employees, or arising from any accident, injury or damage caused to any person or property occurring in, on, or about the Tower Site or any part thereof or outside the Tower Site, where such accident, damage, or injury results or is claimed to have resulted from an act or omission on the part of the Licensee or Licensee's contractors, agents, servants or employees. This indemnity shall include indemnity against all costs, expenses, and liabilities incurred in connection with any claim or proceeding brought, including the reasonable expense of investigating and defending any such claim.

13. REPAIRS AND RESTORATION.

A. If at any time during the term of this License Agreement, the Tower or Tower Site is destroyed or damaged, then, unless Licensor determines that the Tower is no longer required by Licensor in its operation and elects to terminate the License Agreement, Licensor shall promptly repair such damage at Licensor's expense and this License

Agreement shall continue in full force and effect.

B. If Licensor repairs or restores its improvements, Licensee shall continue the operation of its Equipment on the Tower Site to the extent reasonably practicable from the standpoint of prudent business management. If Licensee's use of the Tower Site is impaired during the period of repair or restoration, the term of the License Agreement shall be extended for a period equal to the period during which Licensee's use is impaired. Licensee shall have no claim against Licensor for any damage, destruction, repair or restoration.

C. If Licensor restores the Tower as provided herein, Licensor shall not be required to restore Licensee's Equipment, such items being the sole responsibility of Licensee.

D. Under no circumstances shall Licensor be required to improve or structurally strengthen the Tower to allow Licensee's continued use of the Tower Site.

14. TERMINATION. This License Agreement may be terminated by either party for cause or convenience upon ninety (90) days' written notice by the terminating party to the other party. In no event shall a termination for convenience be deemed a default, and any such termination shall not subject the parties to any penalty or other claim for damages.

15. DEFAULT. Licensee shall be in default under this License Agreement if Licensee fails to perform or comply with any of the conditions or covenants of this License Agreement and such failure continues for a period of thirty (30) calendar days after written notice thereof. Unless Licensee has commenced good faith efforts within thirty (30) calendar days to correct any default, the Licensor shall have the right to terminate this License Agreement by giving ninety (90) calendar days written notice to Licensee, and remove or require Licensee to remove Licensee's Equipment from the Tower Site, without prejudice to any other remedy which Licensor might be entitled to pursue, including but not limited to Licensor's rights under section 4 of this License Agreement to eliminate any interference caused by Licensee's Equipment.

16. ASSIGNMENT. This License Agreement or any extensions of its terms thereof may not be sold, assigned or transferred by the Licensee without the prior written approval of the Licensor.

17. ELECTRICAL POWER AND OTHER NECESSARY FACILITIES. Licensor shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Tower Site and no such failure or interruption shall entitle Licensee to terminate this License Agreement.

18. LICENSE AGREEMENT BINDING. All of the terms, covenants, rights, liabilities and conditions of this License Agreement apply to and are binding upon the respective heirs, executors, administrators, successors, and assigns of the parties.

19. SURRENDER AT LICENSE AGREEMENT EXPIRATION. Prior to the expiration or termination of the License Agreement, Licensee shall remove all of Licensee's Equipment from the Tower Site. In the event of labor disputes, adverse weather conditions, acts of God, or any other condition beyond the reasonable control of Licensee, which shall prevent the removal of Licensee's Equipment from the Tower Site, Licensee shall be allowed an additional reasonable period of time to remove such equipment. In the event that Licensee fails to remove any of Licensee's Equipment from the Tower Site, upon expiration or termination of the License Agreement (or additional period allowed by Licensor) the remaining equipment shall become the property of Licensor, and Licensor may take possession of or remove and dispose of it at Licensor's discretion.

20. REMEDIES CUMULATIVE. No remedy available to Licensor or Licensee is intended to be exclusive of any other remedy in this License Agreement or in law or equity; each remedy shall be cumulative and shall be in addition to every other remedy in this License Agreement or in law or equity.

21. SEVERABILITY. Any provision of this License Agreement that shall be held to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision, and such remaining provisions shall remain in full force and effect.

22. HEADINGS. The paragraph captions contained in this License Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision.

23. INCORPORATION OF PRIOR AGREEMENTS. This License Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this License Agreement, and no other agreement or understanding pertaining to any such matters shall be effective for any purpose. This License Agreement shall not be amended except in writing and executed by the parties.

24. NOTICES. All notices and demands incidental to this License Agreement or the use of the Tower Site shall be deemed duly served, if sent by one party to the other, registered or certified mail, return receipt requested, postage prepaid, to the address below or such other address as the party may designate in writing:

LICENSEE:
President
Five Flags Amateur Radio Association
6575 North W Street
Pensacola, Florida 32505

COPY TO:
Alfred Bollens, President
3720 Barkwood Lane
Pensacola, Florida 32533

LICENSOR:
Division Manager
Emergency Management Communications
6575 North W Street
Pensacola, Florida 32505

COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

25. WAIVERS. No waiver by Licensor of any provision of this License Agreement shall be deemed to be a waiver of any other provision or of any subsequent breach of Licensee of the same, nor shall any consent or approval be deemed to eliminated Licensee's obligation to obtain Licensor's consent to or approval of any subsequent act by Licensee, whether similar or not.

26. ACCEPTANCE OF TOWER SITE. Licensee accepts the Tower Site in its current condition and waives any right or claim against Licensor arising out of the condition of the Tower Site, including the improvements, appurtenances, and other equipment. Except as otherwise expressly provided in this License Agreement, Licensee agrees that Licensor shall have no responsibility or liability whatsoever for any loss of or damage to any of Licensee's Equipment.

27. GOVERNING LAW. This License Agreement shall be construed according to the laws of the State of Florida, and venue for any legal action arising out of or related to this License Agreement shall be in Escambia County, Florida.

28. HAZARDOUS SUBSTANCES.

A. Licensee shall not use, generate, store, or dispose of any Hazardous Material on, under, about, or within the Tower Site in violation of any law or regulation.

B. As used herein, Hazardous Material shall mean petroleum or any petroleum product, asbestos, and any other substance, chemical, or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state, or local law, rule or regulation.

29. PUBLIC RECORDS. Licensee acknowledges that this License Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event Licensor fails to abide by the provisions of Chapter 119, Florida Statutes, Licensor may, without prejudice to any right or remedy and after giving Licensee seven (7) days written notice, during which period Licensee still fails to allow access to such documents, terminate this License Agreement.

30. RELATIONSHIP OF PARTIES. Nothing in this License Agreement nor any act of the parties shall be deemed or construed by the parties or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or of any association whatever between Licensee and Licensor.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Licensor and Licensee have caused this License Agreement to be executed under seal on the respective dates under each signature.

LICENSOR:
ESCAMBIA COUNTY, FLORIDA, acting by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

BCC Approval: _____

_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/4/19

LICENSEE:
FIVE FLAGS AMATEUR RADIO ASSOCIATION, INC.

By: _____
Alfred Bollens, President

_____
Corporate Secretary

Date: _____

(SEAL)

EXHIBIT A

Street Address: 6575 North W Street Penacola, FL 32505

Legal Description:

BEG AT INTER OF E LI OF SEC & ELY R/W LI OF W ST (SR 453) S 15 DEG 48 MIN 06 SEC E ALG E LI OF SEC 8 38/100 FT S 71 DEG 50 MIN 59 SEC W 484 67/100 FT CONT S 71 DEG 50 MIN 59 SEC W 47 40/100 FT FOR POB HEREIN KNOWN AS PT A CONT S 71 DEG 50 MIN 59 SEC W 685 FT TO ELY R/W LI OF BURLINGTON & NORTHERN RR (100 FT R/W) S 17 DEG 56 MIN 25 SEC E ALG RR R/W 800 63/100 FT TO PT KNOWN AS PT B N 72 DEG 03 MIN 35 SEC E 218 17/100 FT S 17 DEG 56 MIN 25 SEC E 400 FT S 72 DEG 03 MIN 35 SEC W 218 17/100 FT TO ELY R/W LI OF RR S 17 DEG 56 MIN 25 SEC E 344 13/100 FT TO NLY R/W OF STUMPFIELD RD N 70 DEG 37 MIN 36 SEC E 221 05/100 FT N 0 DEG 54 MIN 25 SEC E 395 59/100 FT N 70 DEG 12 MIN 58 SEC E 351 30/100 FT TO WLY R/W LI OF W ST N 40 DEG 04 MIN 16 SEC W 46 40/100 FT TO PC SD PT BEING TANGENT TO A CURVE CONCAVE E RADIUS 931 47/100 FT CENTRAL ANG 04 DEG 43 MIN 31 SEC NWLY ALG ARC OF CURVE ARC DIST 76 82/100 FT (CHORD BEARING N 37 DEG 42 MIN 30 SEC W CHORD DIST 76 80/100 FT) S 54 DEG 51 MIN 17 SEC W 10 FT NWLY ALG CURVED R/W LI RADIUS 941 47/100 FT CENTRAL ANG 0 DEG 38 MIN 44 SEC ARC DIST 10 61/100 FT (CHORD BEARING N 35 DEG 01 MIN 15 SEC W CHORD DIST 10 61/100 FT) N 56 DEG 26 MIN 53 SEC E 10 FT TO W R/W LI OF W ST NELY ALG R/W RADIUS 931 47/100 FT CENTRAL ANG 54 DEG 21 MIN 56 SEC ARC DIST 883 83/100 FT TO PT OF REVERSE CURVATURE SD PT BEING TANGENT TO CURVE CONCAVE W RADIUS 25 FT CENTRAL ANG 74 DEG 24 MIN 58 SEC N 54 DEG 38 MIN 16 SEC W 235 43/100 FT TO POB OR 4612 P 1015/1017/1020

Survey or Site Plan of Tower Site: Attached

Tower Height: 180'

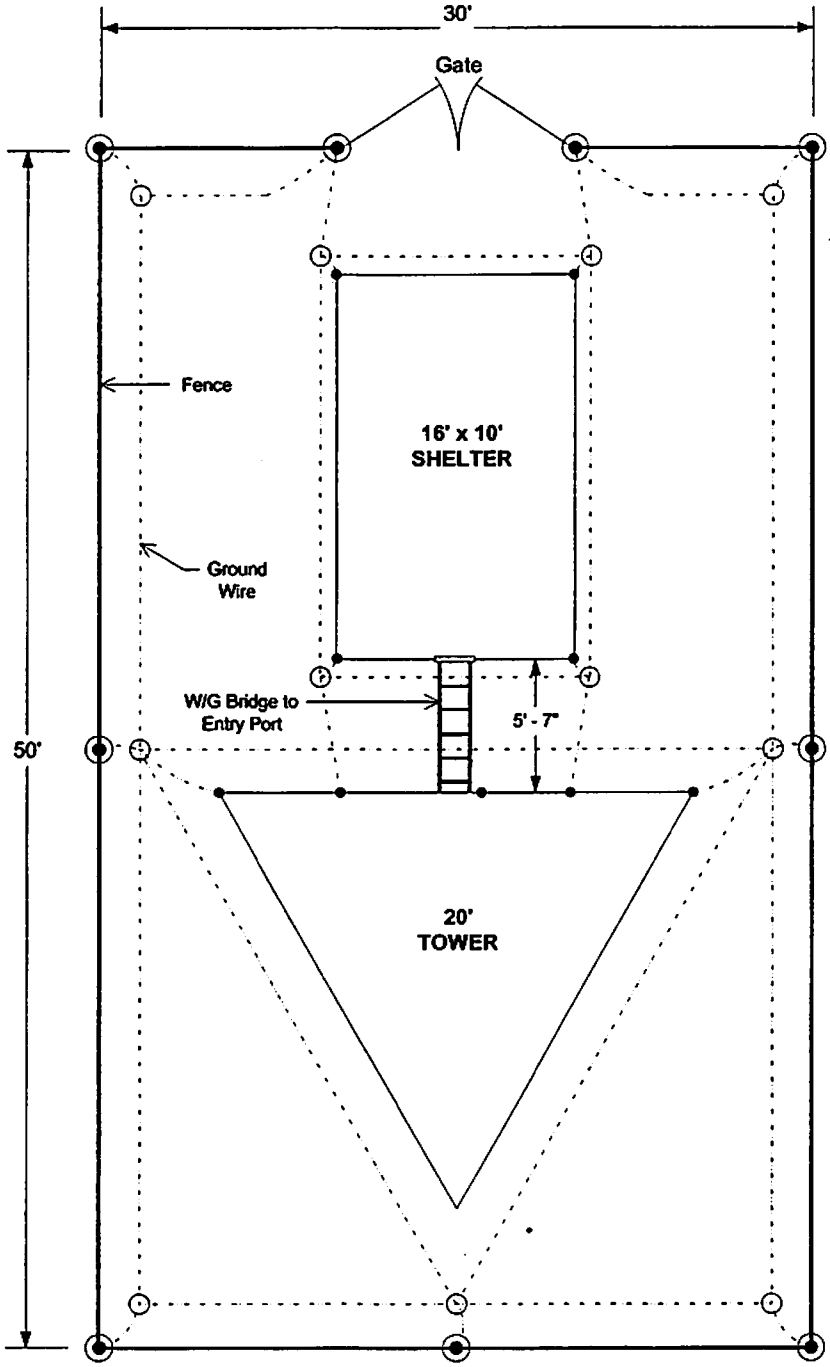
Mounting Space Elevation (approximate): 150'

EXHIBIT B

List of Antenna(s), Ancillary Equipment (including manufacturer, frequencies and wattages) and any accessory building (including dimensions).

Motorola XPR8300 DMR Repeater 19" Rack mount
Frequency 444.325 MhZ
Transmit @ 30 watts
DB Products DB420, 902 dbd gain folded dipole antenna

1-107-1-C0



LEGEND

- ○ ↔ Ground Rod
- • ↔ Cadweld Connection
- ◉ ↔ Cadweld to Fence Post

REVISIONS			
No.	Date	Description	App. By
1	03/21/05	Final As Built	D.T.

Dwg. No.	1-107-1-C0
Dwg.	Site Layout
Site:	Public Safety Shelter
Date: 03/21/05	Rev: Issue-C Rev-0

RADIAN
1208 Tech Drive
Suite 400
Tampa, Fl 33619
(813) 626-6481

Copyright - Duplication, recording, disclosure and use is prohibited

Site Layout

The Hanover Insurance Group

MEMORANDUM OF CLUB LIABILITY INSURANCE

Coverage is provided in the: HANOVER INSURANCE COMPANY

POLICY NUMBER	POLICY PERIOD FROM	TO		AGENCY CODE
RSC9996	3/3/2018	3/3/2019	AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN BELOW.	

NAMED INSURED AND MAILING ADDRESS	AGENT
Five Flags Amateur Radio Association 3720 Barkwood Lane Cantonment FL, 32533	RISK STRATEGIES COMPANY 333 W. WACKER DRIVE SUITE 1950 CHICAGO, IL 60606

Form of Business:
AMERICAN RADIO RELAY LEAGUE- RADIO CLUB LIABILITY

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S) FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	$
Commercial General Liability Coverage Part	$ 200.00
Commercial Crime Coverage Part	$
Commercial Inland Marine Coverage Part	$
Boiler and Machinery coverage part	$
Commercial Auto Coverage Part	$

PREMIUM
The total premium of $ 200.00 is due at inception

Form(s) and Endorsement(s) applicable to all Coverage Part(s) and made a part of this policy at time of issue:
401-1127 01/08, 401-1135 01/08, IL 0003 09/08, IL0017 11/98, IL0022 05/87, IL0140 11/05, IL0260 09/07, SIG1100 08/14

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products Completed Operations)	$ 2,000,000
Products Completed Operations Aggregate Limit	$ 2,000,000
Personal and Advertising Injury Limit	$ 1,000,000
Each Occurrence Limit	$ 1,000,000
Fire Damage Limit (Any One Fire)	$ 100,000
Medical Expense Limit (Any One Person)	$ 10,000

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15505 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/07/2019
Issue: Noise Waiver for Louie's Tavern Mardi Gras Party
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Noise Waiver of the Escambia County Noise Abatement Ordinance for Louie's Tavern Mardi Gras Party - 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 Louie's Tavern Mardi Gras Party, to include a live band, being held at Louie's Tavern, 271 Molino Road, Molino, Florida, on Saturday, February 16, 2019, from 6:00 p.m., to Sunday, February 17, 2019, 12:00 a.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 special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escmabia 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 the 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 equak protection clause, so long as the division created is rationally related to a legitimate government objective. Again, on January 16, 204 the BCC of Escambia County adopted Escambia County Ordinance number 2014-5 defining the core are of Santa Rosa Island and providing two different noise regulation standards fot 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 inforamtion to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption. Upon Board approval, the Escambia County Sherriff's Office and the Fire Prevention Division of Fire Rescue will be notified of the issuance of this waiver.

Attachments

Application

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:	19011283SE
Building Permit Number:	
Approved By:	Date:

Applicant: JOHN ROMAKER		Phone Number:	
Owner's Name:		Phone Number:	LUCIBLADES@GMAIL.COM
Owner's Address: 6600 CHESTNUT RD			
City: MOLINO	State: FL	Zip Code: 32577	
Job Address: 271 MOLINO RD		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: FEB-16-2019	*Description of Activity:* MARDI GRAS PART/AT LOUIE'S / LIVE BAND
Beginning Time: 1800 *Ending Time:* 2400	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:*
Applicant Signature:	1-15-19

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15435 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/07/2019
Issue: Community Redevelopment Agency Meeting Minutes, October 18, 2018
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, October 18, 2018 Tonya Green, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the October 18, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On February 7, 2019, the CRA meeting was convened to consider approval of multiple agenda items.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this recommendation.

PERSONNEL:

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no implementation or coordination tasks associated with this recommendation.

Attachments

CRAMinutes_October182018

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
October 18, 2018
9:00 a.m.

BOARD CHAMBERS, FIRST FLOOR,
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA

Present:	Lumon May, Commissioner, District 3 - Chairman
	Doug Underhill, Commissioner, District 2
	Grover Robinson, IV, Commissioner, District 4
	Jeff Bergosh, Commissioner, District 1 - District 1
Absent:	Steven Barry, Commissioner, District 5
Staff Present:	Jack R. Brown, County Administrator
	Alison Rogers, County Attorney
	Amy Lovoy, Assistant County Administrator
	Judy Witterstaeter, Agenda Program Coordinator
	Clara Long, Division Manager
	Melanie Johnson, Administrative Assistant

Call to Order. 9:01 a.m.

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, September 20, 2018 Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the September 20, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 2 Doug Underhill

Vote: 4 - 0

III. Budget/Finance

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following eight Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Joseph M Baudendistel, owner of residential property located at 424 Gibbs Road, Warrington Redevelopment District, each in the amount of $4,375, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, total electrical rewiring upgrade;

2. The Agreements between Escambia County CRA and Brian M. Curley, Trustee for Brian M. Curley Trust, owner of residential property located at 15 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of $3,500 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 Brian M. Curley, Trustee for Brian M. Curley Trust, owner of residential property located at 6 Lakewood Road, Barrancas Redevelopment District, each in the amount of $2,897 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

4. The Agreements between Escambia County CRA and Sean V. Louden, owner of residential property located at 403 Northwest Syrcle Drive, Warrington Redevelopment District, each in the amount of $4,795 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows;

5. The Agreements between Escambia County CRA and Patricia A. Finlay, owner of residential property located at 304 Southeast Kalash Road, Warrington Redevelopment District, each in the amount of $6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center

370114, to replace windows;

6. The Agreements between Escambia County CRA and Amron Properties, LLC, owner of residential property located at 805 Arlington Street, Brownsville Redevelopment District, each in the amount of $2,695 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, to replace roof;

7. The Agreements between Escambia County CRA and Crystal J. Bryars, owner of residential property located at 206 Lakewood Road, Barrancas Redevelopment District, each in the amount of $2,393 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

8. The Agreements between Escambia County CRA and Wanda D. Brown, owner of residential property located at 416 South First Street, Warrington Redevelopment District, each in the amount of $2,650 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 2 Doug Underhill Drop 1. A-7

Vote: 4 - 0

2 Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellations of five Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	Address	Amount
Stephen E. and Brenda J. Ward	110 Vaughn Avenue	$2,875
Ryan W. Gerke and Britney G. Hirras	4 Greve Court	$1,815
Margaret A. Cushing	108 Second Street	$3,490
Lois W. Merritt	205 Northwest Syrcle Drive	$3,350
Kimberly K. Kaminski	121 Southeast Kalash Road	$1,050

B. Authorize the Chairman to execute the Cancellation of Lien documents.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 2 Doug Underhill

Vote: 4 - 0

3 Recommendation Concerning the Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien:

A. Approve the following one Cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien, as the Grant recipient has met the one-year of compliance with the Commercial Façade, Landscape, and Infrastructure Grant Program:

Property Owner	Address	Amount
Navy Park, LLC	3960 Navy Boulevard	$2,929

B. Authorize the Chairman to execute the Cancellation of Lien document.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 2 Doug Underhill

Vote: 4 - 0

IV. Discussion/Information Items

Adjournment. 9:04 a.m.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15480 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/07/2019
Issue: Amendment #1 to Loaves and Fishes Soup Kitchen Transitional Housing Agreements
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #1 to Loaves and Fishes Soup Kitchen Transitional Housing Agreements - Tonya Green, Neighborhood & Human Services Department Director

That the Board take the following action concerning Amendment #1 to Loaves and Fishes Soup Kitchen Transitional Housing Agreements:

A. Approve Amendment #1 to the Transitional Housing Development Agreement with Loaves and Fishes Soup Kitchen, Inc., for the Donelson Street Housing units to change the use from transitional housing for homeless households to permanent housing for homeless households;

B. Approve Amendment #1 to the Transitional Housing Development Agreement with Loaves and Fishes Soup Kitchen, Inc., for the Hayne Street Housing units to change the use from transitional housing for homeless households to permanent housing for homeless households; and

C. Authorize the Chairman to execute the Amendments and related forms or documents as needed to implement the Amendments and original Agreements.

[Funding: Not applicable]

BACKGROUND:

On April 1, 2004, the Board entered into an agreement with Loaves and Fishes Soup Kitchen, Inc. (Loaves and Fishes) under the State Housing Initiatives Partnership (SHIP) Program to provide funds for the development of rental units for special needs, specifically homeless households (Exhibit I). Under this agreement, Loaves and Fishes developed four scattered site units on Donelson Street targeted for transitional housing for homeless households. On November 16, 2006, the Board entered into an agreement with Loaves and Fishes under the Hurricane Housing Recovery Program (HHRP) to provide funds for the additional development of rental units (Exhibit II). Under that agreement, Loaves and Fishes developed two scattered site units on Hayne Street targeted for transitional housing for homeless households. All units support homeless households with children. No operating costs were provided to Loaves and Fishes under either agreement.

The County received a request from Loaves and Fishes on November 29, 2018 (Exhibit III) to change the designated use for these six units from transitional housing for homeless households as outlined in the original agreements to permanent housing for homeless households. In prior years, homeless families residing in these units would receive rent supplements through the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (COC) competitive grant cycle funds. However, since HUD no longer prioritizes transitional housing for homeless, which is defined as a stay not to exceed 24 months, funding to support rents at these units is no longer available from COC funding. HUD now prioritizes permanent housing options for homeless households, which means that no set exit date is placed on the household. This change will allow Loaves and Fishes to charge affordable rents or apply for competitive funding again in the next COC grant cycle to assist households with rent to cover the operating costs for these units. A change in use will not violate the SHIP or HHRP programs or plans in place at the time of the agreements or current SHIP rules and guidance. The original requests for applications for these funds were for special needs homeless rentals, so the transitional housing restriction was in excess of any program requirements.

Amendment #1 for the Donelson units is included in Exhibit IV with associated deed restriction and the Amendment #1 for the Hayne Street Units is included in Exhibit V with associated deed restriction. No funds are being provided as a result of this request, and Loaves and Fishes will continue to meet all other requirements as outlined in their original Agreements with the Board. All units have recently been inspected by the Neighborhood Enterprise Division (NED) and are in compliance.

BUDGETARY IMPACT:

No County funding is being provided as a result of this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

The amendments have been reviewed and approved by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

Staff from the Neighborhood Enterprise Division (NED) will continue to monitor the units for program compliance, including income eligibility, rents, and unit conditions. A change from transitional housing to permanent housing will provide some ease in administration of compliance monitoring for both NED and Loaves and Fishes staff as tenants will have one year leases instead of month to month leases as seen under the transitional housing program.

POLICY/REQUIREMENT FOR BOARD ACTION:

Changes in agreements must be approved by the Board.

IMPLEMENTATION/COORDINATION:

NED will continue to implement both Agreements with Loaves and Fishes.

Attachments

Ex I-Donelson SHIP Agreement
Ex II-Hayne HHRP Agreement
Ex III-Loaves Fishes Use Change Request
Ex IV-Donelson Amendment 1 & Covenant
Ex V-Hayne Amendment 1 & Covenant

Escambia County
Clerk's Original
CART-16; 4-1-04

EXHIBIT I

Verified By: A Malone
Date: 4-5-04

TRANSITIONAL HOUSING DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this **1st** day of **April**, **2004**, by and between the **COUNTY OF ESCAMBIA,** a political subdivision of the State of Florida, hereinafter referred to as "County"; and **LOAVES AND FISHES SOUP KITCHEN, INC.,** a not for profit corporation organized under the laws of the State of Florida (Federal Identification Number 59-2494440), hereinafter referred to as "Agency"; for the sole purpose of providing Escambia/Pensacola State Housing Initiatives Partnership (hereinafter "SHIP") funds to support development of scattered site transitional housing facilities, as defined elsewhere in this Agreement, which shall be continually used by the Agency in addressing long-term transitional housing needs of homeless families with children in Escambia County.

WITNESSETH:

WHEREAS, the County has historically provided limited financial support for improvements that provide significant public benefit for special needs populations and that meet identified community needs; and,

WHEREAS, the need for transitional housing for homeless families with children in Escambia County is identified and documented in the Escambia Consortium Homeless Continuum of Care Plan; and,

WHEREAS, the Agency is a non-profit, human service organization established for the distinct purpose of development and delivery of services addressing the needs of the homeless; and,

WHEREAS, the County receives State Housing Initiatives Partnership ("SHIP") from the State of Florida, Florida Housing Finance Corporation ("FHFC") for use in furtherance of its public purpose; and,

WHEREAS, a portion of said grant funding is prioritized and approved for the express purpose of assisting with development of facilities targeting special needs populations, including the homeless; and,

WHEREAS, the facilities to be developed will be utilized by the Agency to serve homeless families with children in accordance with provisions of Florida Administrative Code Rule 67-37; and,

WHEREAS, the Agency possesses the financial and managerial ability to provide for the continuing staffing, operation and maintenance of the facilities upon completion of the development process.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good valuable consideration, the parties agree as follows:

ARTICLE I
Supervision

1. The Agency agrees to perform required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., ("NEFI"), as designated agent for Escambia County.

1.1 Initial contract managers, responsible for coordination and administration of this Agreement and attending regular meetings with the Agency, are designated as follows:

Contract Manager for County: Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
P. O. Box 18178
Pensacola, Florida 32523
Phone: (850) 458-0466
Fax: (850) 458-0464

1.2 Contract Coordinator for Agency: Mr. Rick Humphreys, Executive Director
Loaves and Fishes Soup Kitchen, Inc.
257 East Lee Street
P.O. 1303
Pensacola, Florida 32596
Phone: (850) 438-7616
Fax: (850) 434-9388

ARTICLE II
Funding

2. The County agrees to provide SHIP funds in an aggregate amount not to exceed **$240,000.00** payable solely from SHIP funds made available to the County through SHIP Program Grants as provided by FHFC. A description of that portion of the Escambia/Pensacola SHIP Housing Assistance Plan expressly providing for the development of facilities for special needs populations which will be made available for the Agency's use in meeting the transitional housing needs of homeless families with children is hereby incorporated into this Agreement as **EXHIBIT I.**

2.1 Parties hereto agree that SHIP funds shall be paid by the County for development of facilities, as defined herein, for use by the Agency, however, no SHIP or other County funds shall be paid directly to the Agency as a result of this Agreement.

ARTICLE III
County Responsibilities

3. As the legal recipient of the SHIP funds referenced in Article II above, the County shall have final authority regarding the allowability of expenditures associated with such funds. Should the County find or

declare any SHIP expenditure unallowable based upon governing SHIP Regulations at Chapter 420, Florida Statutes; Florida Housing Finance Corporation (FHFC) Administrative Rule 67-37; or regulatory policies related thereto, the County retains the right to refuse payment of SHIP funds pending receipt of determination of allowability from FHFC.

3.1 County ("NEFI") shall maintain continuous involvement throughout the facility development process including: project planning; scheduling; general oversight; facility/unit design; bid authorization and bidding procedures, construction contract review, award and final approval; ensuring complete compliance with Federal contract requirements, processing any and all payments associated with the County SHIP participation in the project, and monitoring Federal construction contract compliance matters related to the construction of the subject single family housing units provided in this agreement. The County's total investment in the project shall not exceed **$240,000**, or the actual development construction cost required to construct a minimum of **four (4)** single family homes, whichever is less. Said single family homes will be developed with support of the County SHIP Program on property owned by the Agency, and provided, through tenets of this Agreement, solely for the Agency's use in delivering transitional housing services for homeless families as described in Article IV Section 4.3 of this Agreement. The single family units shall be constructed to meet the needs of Agency within the **$240,000** funding limitation posed herein, unless the Agency elects to provide additional funding from its resources to address all costs in excess of this amount. By execution of this Agreement, Agency agrees to the utilization of the property and housing units in accordance with the terms and conditions stipulated herein.

3.2 The Agency and NEFI, shall make every effort to complete development of the **four (4)** single family homes within a maximum of one hundred twenty (120) days of the date of this Agreement, and the Agency shall take the actions required to make the facility available for occupancy by homeless families with children within thirty (30) days thereafter. However, under no circumstances shall County or NEFI incur any liability whether legal, financial or otherwise, if the process exceeds the one hundred twenty (120) days or if the project is terminated by action of the County or Agency.

3.3 All SHIP Grant compliance matters shall be under the control of the County ("NEFI") and all project related SHIP Grant payments shall be made by the responsible fiscal officers of the County in consultation with NEFI and the Agency. However, the County shall retain final authority over the approval or denial of SHIP Grant related payments. The construction bidding process required to develop the transitional housing units shall require competitive bidding which shall be administered by the Agency under the supervision of NEFI and shall conform to all contract requirements associated with the use of SHIP funds as provided for in Administrative Rule 67-37. If required, the Agency shall, from its own non-SHIP financial resources, be totally responsible for selection of and payment for professional services required for facility design and development of technical specifications.

3.4 The County (NEFI) and Agency shall adhere to all applicable Federal, State and local regulations during the completion and implementation of the project.

ARTICLE IV
Agency Responsibilities

4. The Agency agrees to fully cooperate and assist the County (NEFI) in a manner prescribed by the County (NEFI), in developing the transitional housing units on property owned by the Agency, throughout the design, bidding and construction process and shall ensure that the transitional housing units meet the needs of the Agency for the intended use specified in Article IV Section 4.3 of this Agreement. The Agency shall, prior to securing bids, provide written documentation to the County (NEFI) certifying that the transitional housing units as designed are suitable for the needs of the Agency.

4.1 The Agency's designated Contract Coordinator shall serve as liaison to County (NEFI) for purposes of implementation of this project and such representative shall continually coordinate with the County's designated Contract Managers to assure positive culmination of the project.

4.2 The Agency's Contract Coordinator or representative(s) shall participate in routine meetings, telephone conferences, and project reviews; and shall bring any project related concerns to the attention of the County Contract Managers in the most prudent manner possible. Within thirty (30) days after the approval of this Agreement the Agency shall provide clear documentation, to the satisfaction of County (NEFI), of the availability of Agency resources and financial support as necessary to ensure that the continuing operational costs for the transitional housing units will be available to the Agency upon project completion, and without further project specific funding from the County.

4.3 Following the development of the **four (4)** transitional housing units on agency owned property, the SHIP assisted transitional housing units shall be continuously utilized by the Agency expressly and solely for the provision of transitional housing for homeless families with children. For purposes of this agreement, the term "transitional housing" shall refer to a term of continuous occupancy by a SHIP eligible homeless family that does not exceed a maximum of twenty four (24) months. An eligible family is defined as a homeless or former homeless family with children under case management of the Agency and having a gross family income less than eighty percent (80%) of the Pensacola area median income adjusted for family size. Said families must be concurrently receiving case management and supportive services from the Agency to assist their return to independent living in the community. Such services shall minimally include: family and individual counseling; job orientation/job search; job readiness /job skills training; alcohol/drug abuse counseling and treatment, where warranted; parenting skills development; access to GED, vocational or similar educational opportunities; credit and consumer counseling; and other services as may be warranted based upon the individual needs of each family. Transitional housing and all related services provided to eligible families by the Agency utilizing the units developed hereunder shall be continually made available in a non-discriminatory manner to all persons. The transitional housing units to be developed through SHIP Grant and Agency resources on the property owned by the Agency shall at all times be used exclusively by the Agency for this stipulated purpose. This requirement shall be legally confirmed by recording a property use deed restriction in the official property records of Escambia County limiting the use of the facility to the purposes specified in this Agreement. Said deed restriction shall be in conformance with the document provided in **EXHIBIT V** of this Agreement, and shall be recorded prior

to initiating construction of the transitional housing units financed through this Agreement. Failure of the Agency to conform to the prescribed facility use restrictions shall render this agreement null and void, resulting in the cancellation of the agreement, whereupon, the Agency shall repay the SHIP funds to the County in amounts equal to the contribution provided hereunder; or the Agency shall obtain written County approval of an acceptable alternate use of the subject units. In this regard, for the duration of this Agreement, the County retain the exclusive right to review and approve alternate uses of the transitional housing units in accordance with the SHIP Program eligibility requirements as specified in FHFC Administrative Rule 67-37, and subsequent amendments thereto.

4.4 Subsequent to completion of the construction of the **four (4)** single family housing units, the SHIP assisted facility shall be owned and occupied by the Agency for utilization as detailed in Article IV Section 4.3 of this Agreement and in accordance with the general terms and conditions cited throughout this Agreement. Immediately upon completion of the construction of the facility all responsibility and liability for the ongoing day-to-day oversight, staffing, operational funding, maintenance, repair, regulatory compliance, insurance and any related obligation or requirement associated with the SHIP Grant assisted facility shall vest with the Agency. Execution of this agreement indicates the Agency's concurrence with the restrictions imposed herein.

4.5 The Agency shall initiate utilization of the transitional housing units for meeting the needs of homeless families with children not more than thirty (30) days after completion of the construction process, as documented by the issuance of a certificate of occupancy by the cognizant building official of the City of Pensacola or Escambia County, as appropriate. Such action shall include the provision of funds, licenses, insurance, certifications, staffing and approvals by the Agency as required to assure the delivery of services on a continuous basis for the purposes of serving SHIP eligible families as described in this Agreement.

4.6 The Agency is currently a chartered Florida non-profit corporation organized in accordance with Chapter 617 of the Florida Statutes. Further, Agency is recognized as a 501(c)(3) non-profit corporation by the United States Internal Revenue Service. The Agency shall maintain the foregoing status throughout the term of the Agreement. Initial documentation of Florida incorporation and IRS 501(C)(3) designation is included in **EXHIBIT II** of this Agreement. If at any time during the term of this agreement the Agency's non-profit status is terminated, withdrawn, threatened or altered in any manner, the Agency shall immediately provide written notification of such action to the County. Such change in status shall constitute a breach of this agreement, and subject said agreement to cancellation in accordance with provisions of Article VIII Section 8.1 of this Agreement.

ARTICLE V
Data Collection and Reporting

5. The Agency shall maintain accurate and timely records detailing the occupancy status of the transitional housing units at all times, including characteristics, family income, occupancy status, etc. as directed by the County ("NEFI"), and detailed in **EXHIBIT III** of this Agreement. **Reporting requirements may be revised from time to time to meet data needs of the County ("NEFI").**

5.1 Agency shall cooperate with NEFI in assuring that SHIP income compliance requirements are met by each family prior to occupancy of the SHIP assisted transitional housing units. Income certifications along with clear documentation of income eligibility of each family shall be provided, in writing, to NEFI prior to the occupancy of the subject units by the family. NEFI shall provide required income certification forms and training to Agency staff on a routine basis to ensure continuing compliance with SHIP eligibility restrictions.

ARTICLE VI
Continuing Facility Use and Reversion

6. Upon completion of the construction of the transitional housing units, as evidenced by a Certificate of Occupancy issued by the cognizant Building Official of the County or City of Pensacola, as appropriate, said facility shall be continuously utilized by the Agency solely for the provision of transitional housing for homeless families with children as governed by SHIP Program regulations. Said use of the SHIP Grant assisted facility shall be in accordance with provisions, terms and limitations of this Agreement. No alternate uses are implied or authorized by this Agreement. Therefore, should the Grant assisted facility cease to be used for the authorized purpose for any consecutive period exceeding sixty (60) calendar days, the Agency shall immediately notify the County of such action.

6.1 In the event the Agency ceases to use the transitional housing units for the original or an approved alternate purpose, in accordance with the property use deed restriction the Agency shall repay to the City and County all SHIP funds provided in support of the development of the transitional housing units; or the Agency shall obtain written County approval of an acceptable alternate use of the units. The County shall have the final approval authority regarding alternative uses for the transitional housing units in accordance with SHIP Administrative Rule67-37 for the duration of this Agreement.

6.2 The Agency shall possess and control the transitional housing units only for the stated purpose and shall not encumber, mortgage, pledge, or otherwise endanger the Grant assisted facility provided herein without the prior express consent of the County. Said terms and conditions shall remain in effect for the full duration of this Agreement.

ARTICLE VII
Secular Use

7. Agency is an incorporated, non-profit corporation organized under the laws of the State of Florida with Internal Revenue Service ("IRS") 501(c)(3) status. The Agency functions primarily as a community and social service organization with specific emphasis upon assisting the homeless. Such purpose is stipulated in the organization's Articles of Incorporation and Corporate Charter as filed with the State of Florida Office of the Secretary of State as incorporated into **EXHIBIT I1** of this Agreement. Agency shall not operate as a church, primarily religious organization, or other religious entity in carrying out the services envisioned in this Agreement.

ARTICLE VIII
Term of Agreement

8. This Agreement shall commence on the **1st** day of **APRIL**, **2004**, and terminate exactly fifteen (15) years later, except for provisions included in Articles IV, V, VIII, IX and X of this Agreement which shall continue indefinitely, or unless terminated earlier per Section 6.1.

8.1 If Agency should fail to perform its duties as defined herein with respect to the SHIP Grant assisted facility, or should SHIP Grant funds cease to be available to the County, the County may without legal or financial liability, or recourse to Agency, terminate this agreement by providing written fifteen (15) day notification to the Agency . In the event the termination is for lack of funds, the County shall only be obligated to pay those costs incurred and approved for payment prior to the date of issuance of said termination notification to Agency, and such payments shall be made only to the extent that SHIP Grant funds are made available to the County for such purposes. Alternatively, in the event of termination for Agency's failure to perform, the County shall afford the Agency the opportunity to initiate actions to rectify the deficiency during the fifteen (15) day notification period. During this period, the County shall suspend any and all Grant payments pending successful resolution of the deficiency by the Agency, and/or seek other remedies as provided in this Agreement or provisions of law.

ARTICLE IX
Records

9. The County (NEFI) and Agency agree to maintain records specifically related to this project in such a manner as to assure proper accountability and documentation.

9.1 The County, Agency, and NEFI project specific records and accounts shall at all times be subject to inspection, review, and/or audit for a period of three (3) years following initial use of the transitional housing units by the Agency, unless such records are the subject of litigation or audit, whereupon, such records shall be maintained indefinitely pending completion of said litigation or audit. Access to such records will be provided to the County (NEFI), Florida Housing Finance Corporation (FHFC), U. S. Department of Housing and Urban Development (HUD), and/or other duly authorized parties upon request.

9.2 Agency, at its sole cost, shall annually contract the services of an Independent Certified Public Accountant to perform a complete audit of the records and accounts of the Agency. One (1) complete original of each annual audit shall be provided to the Office of the Clerk of the Circuit Court/Finance Division by the Agency for the period encompassed by this Agreement. Any questioned costs or management issues raised as a result of any audit shall be promptly addressed by the Agency, with copies of pertinent resolution responses, information or documentation relating to such issue(s) provided to the Office of the Clerk of the Circuit Court/Finance Division.

ARTICLE X
Civil Rights and Anti-Discrimination

10. The Agency accepts the terms of this Agreement, the SHIP Grant, and all related provisions included in this agreement, as the same may be amended.

10.1 All parties agree to provide Equal Employment Opportunity to all individuals regardless of sex, race, color, handicap, familial status, disability, religion, or national origin. The Agency and County shall not discriminate against any employee or applicant, because of race, religion, color, sex, national origin, disability, or familial status. The Agency and County shall take affirmative action to ensure that applicants are employed, and that employees treated during employment without regard to their race, religion, color, sex, disability, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Agency agrees to post in a conspicuous place notices setting forth the provisions of this Equal Opportunity Clause.

10.2 The Agency shall provide written reports at least monthly to the County Contract Mangers, in a form and manner generally prescribed in **EXHIBIT III** of this Agreement, stipulating number of persons served, estimated racial composition of clients served, and the type of service provided through the facility, and such other and additional information as the County (NEFI) may reasonably require. Such reports shall be provided to the Contract Mangers at least quarterly for the duration of this Agreement, unless written authorization to dispense with said reporting is provided to the Agency by the County Contract Managers.

10.3 All services and facilities associated with this project shall be made available by the Agency in a non-discriminatory manner. Services and access to the facility shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin. Further, the facility will be operated in strict accordance with provisions of the Americans with Disabilities Act (ADA), and shall be fully accessible to handicapped individuals during hours of operation. The Agency accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

ARTICLE XI
Insurance and Indemnification Requirements

11. The Agency shall act as independent contractor and not as employees of the County; or its designated agent, NEFI; in providing the aforementioned services. The Agency shall hold harmless Escambia County, Neighborhood Enterprise Foundation, Inc., and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, agents, and representatives from any and all claims, suits, actions, damages, liability, and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out

of or occurring in connection with the performance of this Agreement, provided any such claim, suit, action damage, liability or expense is caused in whole or in part by an act or omission of the Agency, or the contractors, subcontractors, representatives, liscensees, invitees, agents or employees of the Agency , or employees of any of the aforementioned individuals or entities. The Agency's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

11.1 As owner of the transitional housing units, Agency shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. Commercial general liability insurance policy covering all acts of the Agency in managing and implementing the activities described herein with combined single limits of **$1,000,000**, including coverage for bodily injury, broad form property damage, personal injury, contractual liability, and independent contractors. The Agency shall purchase on forms no more restrictive than the latest editions of the Comprehensive General Liability and Business Auto policies filed by the Insurance Services Office. The County and NEFI shall be Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The County and/or NEFI shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

b. Automobile liability with combined single limits of **$500,000**, including bodily injury and property damage arising out of operation, maintenance or use of all owned, hired and non-owned vehicles.

c. All worker's compensation and employers liability insurance required by applicable Florida law, and the responsibility of coverages of the Agency.

All of the above policies shall be with carriers admitted to do business in the State of Florida. The Agency shall have certificates of insurance forwarded to:

Escambia County
Office of Risk Management
P.O. Box 1591
Pensacola, Florida 32597

The certificates shall show the County and Neighborhood Enterprise Foundation, Inc. (NEFI), as an additional insured and the certificate holder shall provide that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. If required by the County, the Agency shall furnish copies of the Agency's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the County, an ACORD 25. Any wording which would make notification of cancellation, adverse change or restriction in coverage to the County, an

option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Agency shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, the Agency shall, upon instructions of the County, cease all operations under the agreement until directed by the County, in writing, to resume operations.

11.2 Builders Risk Insurance Coverage. The Agency and County (NEFI) shall ensure that the Contractor completing work on the site shall carry builder's risk insurance for the duration of the construction process in an amount adequate to cover the full value of the facility including improvements made by the Contractor. The County shall be listed as loss payee by endorsement on the policy and the Certificate of Insurance and shall have the power to adjust and settle any loss.

11.3 The Agency required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Agency's coverage. The Agency's policies of coverage will be considered primary s related to all provisions of the agreement.

11.4 The Agency agrees to pay on behalf of the County and NEFI, as well as provide a legal defense for the County and NEFI, both of which will be done only if and when requested by the County and/or NEFI, for all claims as described in Article V of this agreement. Such payment on the behalf of the County or NEFI shall be in addition to any and all other legal remedies available to the County or NEFI and shall not be considered to be the County or NEFI's exclusive remedy.

11.5 The Agency and any of its associates, agents, insurers or subcontractors involved in the performance of this agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. Agency agrees to indemnify and hold harmless the County and NEFI, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Agency, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the persecution of the work defined in this agreement. Further, the Agency assumes all legal and financial liability and the direct responsibility for assuring full and complete volunteer training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this Agreement.

ARTICLE XII
Nepotism

12. The Agency agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance under this Agreement.

ARTICLE XIII
SHIP Grant Program Income

13. SHIP funds provided hereunder shall be in the form of a grant to the Agency as directly administered by the County (NEFI) and no program income will result from the project. Any rental or related income generated by the occupancy of the transitional housing units shall be used by the Agency to support operational costs of the transitional housing program.

ARTICLE XIV
Uniform Requirements

14. Agency will comply with all applicable provisions of the requirements associated with the expenditure of SHIP Grant funds as denoted in Administrative Rule 67-37. In executing this Agreement and the certification provided in **EXHIBIT IV** of this Agreement, Agency certifies that it shall cooperate in all actions required to fully comply with said provisions of law.

ARTICLE XIV
General Provisions

15. The Agency agrees that the contents of **EXHIBITS I, II, III IV and V** are part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, the Agency agrees:

15.1 To abide by Chapter 119, Florida Statutes, as the same may be amended form time to time, and which is incorporated by reference herein;

15.2 To permit and facilitate such audits and reviews as may be required by FHFC, the Escambia County Clerk of the Circuit Court/Finance Division, designated independent auditing firm(s), or their authorized representatives as may be directed in relation to this Agreement;

15.3 To produce all documents upon request by the County, FHFC, or the authorized representatives of each;

15.4 Loaves and Fishes Soup Kitchen, Inc. functions primarily as a community and social service organization with specific emphasis upon assisting the homeless in this community, and the Agency resolves to maintain such function for the duration of this Agreement.

ARTICLE XVI
Understanding of Terms

16. This agreement constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior written agreements, understandings, representations, and statements are merged into thisAgreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by all parties, except as provided under Article VI Section 6.1 above. This agreement shall not be assignable by either party without the express prior written consent of the other party hereto. Any attempt at assignment without consent shall be void and of no effect.

16.1 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

16.2 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

16.3 The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

16.4 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement under paragraph 1, above.

16.5 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

By: _____
Marie Young, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: Ann Molnar
Deputy Clerk

SEAL

(SEAL)

BCC Approved: 04-01-2004

Legal Department Approval:

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date March 4, 2004

LOAVES AND FISHES SOUP KITCHEN, INC., a not for profit corporation chartered in the State of Florida, by and through its Board of Directors

By: _____
Rick Humphreys, Executive Director

ATTEST:

By: Margaret F. White
Corporate Secretary

Print Name: Margaret F. White

(S E A L)

DATE EXECUTED 4-1-04

WITNESSED:

Kelli Thomas
Kelli Thomas
Print Name

Donna Engvall
Donna Engvall
Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of March, 2004, by Rick Humphreys, Executive Director of Loves and Fishes soup Kitchen, Inc., a not for profit corporation, who did not take an oath and who:

X is/are personally known to me.
___ produced current Florida driver's license as identification.
___ produced current _____ as identification.

Kelli K. Thomas
Signature of Notary Public

(Notary Seal must be affixed)

Kelli K. Thomas
Name of Notary Printed
My Commission Expires: 6-8-07
Commission Number: DD220816

Kelli K. Thomas
Commission #DD220816
Expires: Jun 08, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT I

SHIP SPECIAL NEEDS HOUSING STRATEGY INFORMATION

STRATEGY 7. Development of Residential Units Targeting Special Needs Housing

a. Brief Description:
SHIP funds will used assist local non-profit sponsors in developing special needs housing for SHIP eligible clients through acquisition, rehabilitation, and/or new construction of suitable units. Special needs groups shall generally include: homeless persons, mentally handicapped, or physically handicapped persons. Such units shall be utilized by the subject non-profit sponsor to meet short or long-term housing needs of SHIP eligible persons. Operational costs after initial acquisition shall be the responsibility of the sponsoring agency.

b. Applicable State Fiscal Years: 2001/2002, 2002/2003, 2003/3004

c. Beneficiaries: 100% of the families assisted through this strategy must have incomes below 50% of the median income.

Projected Average Per Unit Development Cost: $50,000-60,000

d. Applicant Selection Criteria:
1. Applicants: Properties secured through this activity shall be limited to occupancy by persons or families who are homeless or have special needs and who are under active case management by the Sponsor agency. Sponsor agency(s) shall provide income, occupancy and case management documentation to the SHIP Administrator at least quarterly.

e. Sponsor Selection Criteria:
Acquisition/rehabilitation/development actions will be completed in-house. Selection of sponsors for management of the special needs housing units will be based upon responses to an advertised request for proposal. Selection criteria will include:

a) non-profit sponsors' past experience in management/operation of housing for special needs population(s);
a) proposed total SHIP cost per unit;
b) housing unit production goals;
c) level of long-term commitment to assist very low income families having special housing needs; and
d) documentation of the agency's employment or planned employment of personnel from the WAGES and related Workforce Development Initiatives shall result in a priority for award of
e) SHIP funds assuming the agency demonstrates capacity to implement the subject SHIP activity.

Proposals meeting the RFP requirements will be evaluated by the Housing Partnership to determine the non-profit agency(s) or organization(s) that will manage the subject units for the benefit of SHIP eligible families. Final selection and contract approval will be provided by the County Commission and City Council.

f. Form of Assistance and Recapture: Direct Grant to provide special needs housing.
Mortgage term is not applicable to this Strategy.

g. SHIP Leveraging Resources: Non-Profit Sponsor Resources

EXHIBIT II

DOCUMENTATION OF 501(C)(3) NON-PROFIT STATUS

(LOAVES AND FISHES SOUP KITCHEN, INC.)

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
C - 1130
ATLANTA, GA 30301

DEPARTMENT OF THE TREASURY

Date: NOV 23 1990

Employer Identification Number:
59-2494440
Contact Person:
ANN RUSSELL
Contact Telephone Number:
(404) 331-4927

Our Letter Dated:
10/1/85
Addendem Applies:
YES

LOAVES AND FISHES SOUP KITCHEN INC
PO BOX 1303
PENSACOLA, FL 32596-1303

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

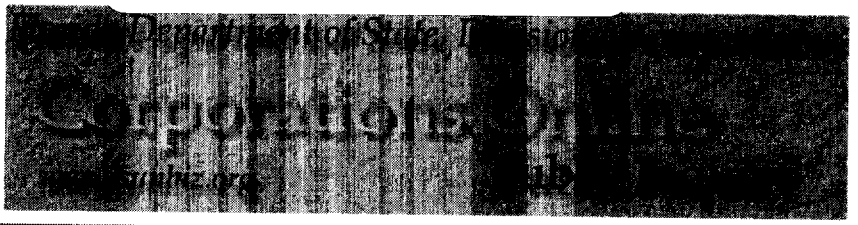
Sincerely yours,

Paul Williams
District Director

Internal Revenue Service
DEPARTMENT OF THE TREASURY
The Digital Daily

Exempt Organization Search

Organization Name: Loaves and Fishes Soup Kitchen Inc.
City: Pensacola, FL
Code: None - A public charity with a 50% deductibility limitation.



Florida Non Profit

LOAVES AND FISHES SOUP KITCHEN, INC.

PRINCIPAL ADDRESS
257 E LEE ST
P.O. BOX 1303
PENSACOLA FL 32591
Changed 01/07/2003

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS.

MAILING ADDRESS
257 E LEE ST
P.O. BOX 1303
PENSACOLA FL 32503
Changed 01/07/2003

Document Number	FEI Number	Date Filed
N05767	592494440	10/22/1984
State	**Status**	**Effective Date**
FL	ACTIVE	NONE

Registered Agent

Name & Address
KUDER, JOHN P. 257 E LEE ST PENSACOLA FL 32501
Address Changed: 08/06/1991

Officer/Director Detail Name & Address	Title
WHITE, PEGGY 429 POU STATION RD. PENSACOLA FL 32507	SD
HUMPHREYS, FREDERICK W. 7200 BAYSHORE DR. MILTON FL 32583	PMD

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS.

COLLINS, MICHAEL
5908 SAUFLEY PINES CT.

PENSACOLA FL 32526

VD

Annual Reports Report Year	Filed Date
2002	02/13/2002
2003	01/07/2003
2004	01/07/2004

Previous Filing | Return to List | Next Filing

No Events
No Name History Information

Document Images

Listed below are the images available for this filing.

01/07/2004 -- ANNUAL REPORT
01/07/2003 -- ANNUAL REPORT
02/13/2002 -- ANN REP/UNIFORM BUS REP
05/01/2001 -- Annual Report
05/31/2000 -- ANN REP/UNIFORM BUS REP
05/06/1999 -- ANNUAL REPORT
05/06/1998 -- ANNUAL REPORT
04/29/1997 -- ANNUAL REPORT
08/07/1996 -- 1996 ANNUAL REPORT

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

Corporation Inquiry | Corporation Help

EXHIBIT III

TRANSITIONAL HOUSING REPORTING FORMAT

QUARTERLY STATUS REPORT
REPORT# _____

TO: ESCAMBIA/PENSACOLA SHIP PROGRAM

FROM: LOAVES AND FISHES SOUP KITCHEN, INC.

DATE: _____

RE: PROJECT: SHIP TRANSITIONAL HOUSING DEVELOPMENT (2004)

NOTE: WRITTEN REPORTS SHALL BE FILED AT LEAST QUARTERLY OR UPON CHANGE IN OCCUPANCY OF THE TRANSITIONAL HOUSING UNITS WHICHEVER OCCURS FIRST

QUARTER: ☐ October-December ☐ April-June
☐ January-March ☐ July-September

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE BREAKDOWN OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (SHIP CLIENT INCOME ELIGIBILITY AND CHARACTERISTICS FORM AND WRITTEN DOCUMENTATION OF GROSS HOUSEHOLD INCOME TO BE SUBMITTED AS AN ATTACHMENT TO THIS REPORT).

EACH HOMELESS CLIENT/FAMILY OCCUPYING SHIP ASSISTED TRANSITIONAL HOUSING UNITS SHALL BE REPORTED TO THE COUNTY. INFORMATION SHALL BE ADEQUATE TO FULLY DOCUMENT THE TOTAL HOUSEHOLD INCOME, FAMILY COMPOSITION, AND TERM OF OCCUPANCY. THE SHIP INCOME VERIFICATION FORM AS PROVIDED BELOW SHALL BE SUBMITTED AS ORIGINALLY SIGNED BY THE CLIENT(S) AND AGENCY AT LEAST QUARTERLY OR UPON INITIAL OCCUPANCY BY CLIENT.

B, DESCRIBE ANY PROBLEMS OR DIFFICULTIES ENCOUNTERED WITH THE IMPLEMENTATION OF THE PROJECT OR THE UTILIZATION OF THE TRANSITIONAL HOUSING UNITS.

C. PROVIDE ANY ADDITIONAL INFORMATION PERTINENT TO THE PROJECT.

Florida Housing Finance Agency
State Housing Initiatives Partnership (SHIP) Program
INCOME CERTIFICATION - TRANSITIONAL HOUSING OCCUPANT

NAME/ADDRESS:_____

Part I: HOUSEHOLD AND INCOME DATA

A. Applicant Information

1. Current Home owner: Yes ___ No XX
2. Home buyer: Yes_____ No ____ N/A
3. Purchasing: Existing Unit_____ Newly Constructed Unit____ N/A
4. Existing Home owner: Date of Execution of Assistance Agreement: N/A
5. Home buyer: Closing Date: N/A
6. Date of Affidavit of "No Income Change::

B. Names of all Household Members (Last, First)	Relationship	Birth Date/Age
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		

C. Household Size	E. Subsidy Use (check all that apply)
( )	Down Payment Assistance
	Closing Costs
D. Household Designation	Interest Subsidy
VLI	Loan Guarantee
LI	Principal Buydown
MI	Rehabilitation
	Emergency Repair
	Other: **TRANSITIONAL HOUSING**

F. Assets : All household members including minors.

Household Member	Asset Description	Total Cash Value	Income from Assets
(1)		$	$
(2)			
(3)			
(4)			
(5)			
(6)			
(7)			
Total Net Value of Assets		F(a) $	
Total Actual Asset Income			F(b)$.....
If line F(a) is greater than $5,000, multiply that amount by HUD approved passbook rate 3% and enter results in F(c); otherwise, leave blank.			F(c) $....

G. Anticipated Annual Income : Earned income and support paid on behalf of minors.

Household Member	Wages/ Salaries	SS/SSI Benefits/ Pensions	Public Assistance	CHILD SUPPORT Other Income (include bonus,tips, overtime, and commissions)	Asset Income
(1)					Enter the greater of lines F(b) or F(c), above, in box (e) below.
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
Totals	(a)	(b)	(c)		(e)

Enter total of items G(a) through G(e). This is **Annual Income**	$.....

Part II: INCOME CERTIFICATION

A. Household Data : For reporting purposes only and not to determine eligibility
(Check all that apply)

Race

___White, Nonhispanic
___ Black, Nonhispanic
___ Hispanic (Black or White)
___ Asian
___ American Indian
___ Other

Special Needs

___Elderly
___ Farmworker
___ Other
X_Homeless
___ Persons With Aids
___Handicapped/Disabled

B. Student Eligibility: Are any of the applicants students enrolled at least half time and not eligible to be claimed as a dependent of his/her/their parent(s) or guardian for Federal Income Tax Purposes?
_____Yes _____No ____XX____Not Applicable
(**NOTE:** Students are eligible for SHIP assistance if he/she/they do not live with their parent(s) or guardian, and are not a dependent under IRS code.)

C. Applicant Statement: The information on this form is to be used to determine maximum income for eligibility. I/we have provided for each person set forth in Item 2A acceptable verification of current anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief under penalty of perjury.

WARNING: Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

_____
(SIGNATURE - HEAD OF HOUSEHOLD) DATE _____

_____
(SIGNATURE SPOUSE/ HEAD OF HOUSEHOLD) DATE:_____

D. Agency Statement: Based on the income information provided by the household and upon proofs and documentation submitted, the household is: (check one)

_____ **Very Low Income (VLI)** Household based on the current applicable definitions of up to 50% of the median of the income for the area adjusted for family size published by the U. S. Department of Housing and Urban Development.

_____ **Low-Income (LI))** Household based on the current applicable definitions of up to 80% of the median income for the area adjusted for family size published by the U.S. Department of Housing and Urban Development.

_____ **Moderate Income (MI)** Household based on the current applicable definitions of up to 120% of the median income for the area adjusted for family size published by the U. S. Department of Housing and Urban Development.

SIGNATURE OF THE SHIP ADMINISTRATOR OR HIS/HER DESIGNATED REPRESENTATIVE:

Name: _____ Date: _____

Title: SHIP ADMINISTRATOR

AFFIDAVIT OF NO INCOME CHANGE-TRANSITIONAL HOUSING

NAME OF APPLICANT: _____

ADDRESS: _____

_____

TYPE OF SHIP ACTIVITY: **CONSTRUCTION OF TRANSITIONAL HOUSING**

I am signing this AFFIDAVIT to certify that my total household income is as stated in the SHIP Application Form attached hereto; and/or to certify that my total household income HAS /HAS NOT CHANGED since the time of the completion of my original Income Certification Form executed with Loaves and Fishes Soup Kitchen, Inc. (originally dated) _____. It is my understanding that my eligibility to receive SHIP Program monies depends on my household income and that all of the information that has been reported and recorded on the Income Certification Form is true, accurate and current.

WARNING: Florida Statue 817 provides for penalties concerning making of false statement conceming income and assets.

INCOME CHANGE **YES____ NO____**

_____
SIGNATURE OF APPLICANT **DATE:** _____

INCOME CHANGE **YES_____NO____**

_____
SIGNATURE OF CO-APPLICANT **DATE:** _____

_____ **DATE:** _____
SIGNATURE OF AGENCY REPRESENTATIVE
LOAVES And FISHES SOUP KITCHEN, INC.

_____
SIGNATURE OF SHIP ADMINISTRATOR **DATE:** _____
RANDY WILKERSON

EXHIBIT IV

SHIP PROGRAM RULES AND REGULATIONS
CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE

CERTIFICATION OF RECEIPT
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
ADMINISTRATIVE RULE 67-37

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current **SHIP Administrative Rule 67-37,** and copies of any amendments to the governing Rule as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Administrative Rule and understand the requirements which govern the SHIP financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Administrative Rule or requirements related thereto should be resolved by contacting the SHIP Administrator denoted in this Agreement. If the SHIP Administrator cannot resolve the question, the issue will be submitted to the Florida Housing Finance Corporation for review and resolution.

Additionally, I/We have received a complete copy of the SHIP Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the Administrative Rule in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rule and/or the SHIP Income Compliance Manual will be promptly provided upon written request directed to the SHIP Administrator by this agency.

SHIP Participating Agency

LOAVES AND FISHES SOUP KITCHEN, INC.

By: _____

Date: 3-23-04

(shipcomplcert.wpd)

EXHIBIT V

PROPERTY USE DEED RESTRICTIONS FOR SHIP ASSISTED TRANSITIONAL HOUSING UNITS

THIS INSTRUMENT PREPARED BY:
RANDY WILKERSON, EXECUTIVE DIRECTOR
NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.
P.O. BOX 18178
PENSACOLA, FLORIDA 32523 (850) 458-0466

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS DECLARATION, is made by **LOAVES AND FISHES SOUP KITCHEN, INC.**, a Florida corporation not-for-profit (**"Loaves and Fishes"**);

WHEREAS, Loaves and Fishes owns that certain property in Escambia County, Florida, more or particularly described as follows:

AS PER ATTACHMENT MARKED EXHIBIT "A"

(the "Property"); and

WHEREAS, Loaves and Fishes has caused the construction of three transitional housing units, known as **DONELSON STREET TRANSITIONAL HOUSING UNITS**, (the "Project") on the Property in order to assist in providing housing for the homeless in Escambia County, Florida; and

WHEREAS, Loaves and Fishes further desires to impose certain restrictions on the Property in order to assure that the Project based upon primary funding through the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program;

NOW THEREFORE, for and in consideration of the premises, Loaves and Fishes, for itself and its successors and assigns, hereby establishes this Declaration of Covenants and restrictions, and declares that the Property shall be held, sold and conveyed subject to the following covenants and restrictions, and to have covenanted to observe, comply with, and be bound by all such covenants and restrictions until **April 1, 2019**.

1. **Loaves and Fishes Soup Kitchen, Inc. (the "Agency"), shall for a minimum of fifteen (15) years, restrict the use of the above-described real property to transitional housing for occupancy by homeless lower-income families (defined as those families individuals whose incomes do not exceed eighty percent (80%) of the Pensacola Metropolitan Area median income, as determined by the Secretary of Housing and Urban Development, with adjustment for family size) who are receiving case management services through the Agency. The Agency shall continually maintain occupancy information, and said documentation shall be provided by the Agency to the County or its designated representative at least quarterly for the duration of this deed restriction. This property use restriction shall expire on April 1, 2019, unless the property is sold as affordable home ownership housing as described below. In the event the Agency determines that this property is no longer suitable for use as transitional housing, the Agency shall advise the Board of County Commissioners of such decision in writing, and upon approval by the Board, the property shall be sold as affordable home ownership housing to a lower income family by the Agency for a maximum sales price**

equal to $ 65,000.00, plus the cost of any improvements as documented by the Agency. The Board of County Commissioners approval of the sale shall be evidenced in a Resolution. Thereafter the Agency shall retain the proceeds from the sale, and shall utilize said funds in meeting the operational costs associated with the Agency's homeless assistance programs. The home buyer's total monthly payment including principal, interest, taxes and insurance shall not exceed thirty percent (30%) of the family's gross income to be deemed "affordable housing". Upon such documented action, and recording of the Resolution in the public records of Escambia County, Florida, the Agency's obligation to use the property for transitional housing for homeless families as cited above shall cease, and the property shall be deemed affordable homeownership housing in keeping with governing Federal and State requirements.

2. These Covenants and Restrictions shall run continuously with the Property until **April 1, 2019**.

IN WITNESS WHEREOF, Loaves and Fishes, pursuant to action of its Board of Directors, has executed this Declaration of Covenants and Restrictions, causing its name to be signed by its President and corporate seal to be affixed this 23 day of March, 2004.

LOAVES AND FISHES SOUP KITCHEN, INC.

By: _____
President
Print Name: Rick Humphreys

WITNESSED:

By: Margaret F. White
Print Name: Margaret F. White

By: Donna Engvall
Print Name: Donna Engvall

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 day of March, 2004, by Rick Humphreys, who is President of Loaves and Fishes Soup Kitchen, Inc., a Florida not for profit corporation, and who has produced _____ as identification) or who is personally known to me.

Kelli Thomas
NOTARY PUBLIC

Kelli K. Thomas
Commission #DD220816
Expires: Jun 08, 2007
Bonded Thru
Atlantic Bonding Co., Inc.
SEAL

Print Name Kelli K. Thomas
Commission No.: DD220816
My Commission Expires: 6-8-07

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY:

BCC: 4/1/04

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

DEPARTMENT: Neighborhood Enterprise Foundation, Inc.
Neighborhood and Environmental Services

FROM: Randy Wilkerson, Executive Director, NEFI
Keith Wilkins, Director, NESD

DATE: March 12, 2004

ISSUE: **Agreement Providing for Construction of Transitional Housing Units For Loaves and Fishes Soup Kitchen, Inc.**

RECOMMENDATION:

That the Board take the following action regarding the development of transitional housing for the homeless in accordance with provisions of the State Housing Initiatives Partnership (SHIP) Program:

A. Approve an agreement with Loaves and Fishes Soup Kitchen, Inc. (Loaves and Fishes) committing a maximum of $240,000 in State Housing Initiatives Partnership (SHIP) Program funds to assist Loaves and Fishes Soup Kitchen, Inc. in financing the construction of a minimum of 4 single family homes to be utilized for transitional housing for homeless families in Escambia County (Fund 120/2002 SHIP-220460, 2003 SHIP-220430, and 2004 SHIP-220429); and

B. Authorize the Chairman or Vice Chairman to execute the agreement, and the County Administrator to execute the transitional housing construction contracts, and project related documents, as may be required, to complete the construction project.

BACKGROUND:

Loaves and Fishes is the primary local provider of emergency and transitional housing for over 250 homeless families each year. Loaves and Fishes currently owns 9 scattered site homes used for transitional housing for families. This limited number of housing units however does not provide the ability to move families from emergency situations into a stable longer term setting required to return to normal living arrangements in the community. The availability of scattered site housing units to meet longer term, typically up to 2 years, transitional needs of homeless or former homeless families, managed by the Agency, is critical in enabling Loaves and Fishes to move homeless families from the Agency's short term emergency shelter to a more permanent/ stable living environment.

In recognition of this issue, the current 2002-2004 SHIP Program Plan, as reviewed by the Escambia/Pensacola Local Housing Partnership and approved by the Board on April 5, 2001 (resume and project strategy summary attached), incorporates funding allocated for the provision of special needs housing and transitional housing for the homeless. The focus is upon the development of scattered site, primarily single family housing, throughout the community for this purpose. Loaves and Fishes has utilized its resources to secure the properties upon which the transitional housing units will be constructed. Board authorization is required for the County to provide up to $240,000 in SHIP affordable housing funds to assist with the costs of constructing at least 4 housing units. Working with NEFI, Loaves and Fishes will develop appropriate plans and secure bids from local licensed contractors for the construction. A standard construction contract will be executed between Loaves and Fishes, as owner, the selected contractor, and the County to govern completion of the work and payments to the contractor. All payments will be processed by the County through the Clerk's Finance Division. SHIP construction cost per unit will exceed $60,000, therefore, it is recommended that the County Administrator be authorized to execute the contracts.

Though title to the properties will be held by Loaves and Fishes, deed restrictions will be filed on the developed parcels which: (a) restricts the use of the housing units to the provision of transitional housing for homeless families under case management by Loaves and Fishes; or (b) provides that, if Loaves and Fishes ceases to utilize the homes for this specified purpose, the homes shall be sold by Loaves and Fishes to families with incomes below 80% of the Pensacola area median income as defined by HUD. This is supportive of the locally identified affordable housing needs and is endorsed by the Escambia-Pensacola Local Housing Partnership. These restrictions ensure the utilization of the units meet applicable SHIP Program requirements.

BUDGETARY IMPACT:

The construction will be supported with Fund 120/SHIP Program resources included in the County's FY 2004 budget. No County general funds are required. The $240,000 maximum expenditure is budgeted in Fund 120/2002 SHIP-220460, 2003 SHIP-220430, and 2004 SHIP-220429).

LEGAL CONSIDERATIONS/SIGN-OFF:

The Transitional Housing Development Agreement has been reviewed and approved by Steve West, Assistant County Attorney. Loaves and Fishes has also reviewed and approved the subject document.

PERSONNEL:

N/A.

BCC: 4-1-04
RE: Agreement Providing for Construction of Transitional Housing Units For Loaves and Fishes Soup Kitchen, Inc.
Date: March 12, 2004

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

The Transitional Housing Development Agreement must be approved by the Board and executed by the parties in order for the project to proceed. This project directly supports provisions of the Escambia Consortium Continuum of Care Plan for the Homeless, the Housing Element of the County's Comprehensive Plan, the Board and HUD approved Escambia Consortium Consolidated Plan, and the Board approved Escambia/Pensacola SHIP Program Plan.

IMPLEMENTATION REQUIREMENTS:

The agreement and related project implementation will be generally managed by NEFI, specifically Randy Wilkerson, in conjunction with Loaves and Fishes, the selected contractor, and the City of Pensacola Housing Department. Long term monitoring requirements associated with SHIP funding will be managed by NEFI in coordination with the City of Pensacola and Loaves and Fishes.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Loaves and Fishes and the City of Pensacola Housing staff are aware of this recommendation and its scheduled consideration by the Board. This project involves coordination between NEFI, Loaves and Fishes, the City of Pensacola Housing Department, and the contractor(s) completing the renovation work.

RW/rw (LOAVES-FISHES N-C SHIP.REC (2004))

c: Mr. Stephan Hall, OMB
Ms. Pat Hubbard, Director, Pensacola Housing Department

CONCUR:

George Touart
County Administrator

EXHIBIT I

MINUTES OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

II. BUDGET/FINANCE CONSENT AGENDA - Continued

1-19. Approval of Various Consent Agenda Items - Continued

10. Taking the following action regarding utilization of Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program funds:

A. Approving Agreements with two additional Participating Local Lenders committing a total of $50,000 for down payment and/or closing cost assistance for SHIP eligible, low and moderate income homebuyers, identifying the two additional Participating Lenders for 2001 as: Vermillon Mortgage, L.L.C. and Wells Fargo Home Mortgage; SHIP Fund 120 funding budgeted in Fiscal Year 2001, Cost Centers 220474/1999 SHIP and 220438/2000 SHIP); and

B. Authorizing the Chairman to execute the Agreements, Amendment, and all related documents required to implement agreements.

11. Taking the following action regarding the State Housing Initiatives Partnership (SHIP) Housing Assistance Plan and related matters:

A. Approving a Resolution adopting the Escambia/Pensacola SHIP Program 2002-2004 Housing Assistance Plan, including SHIP financed affordable housing strategies, specified eligibility and beneficiary definitions, average and maximum SHIP award limitations, fiscal and administrative provisions, private sector leveraging, and required SHIP certifications as recommended by the Board appointed Escambia/Pensacola Local Housing Partnership, with projected SHIP funding during the Plan period for 2002 to be $2,565,533; for 2003 to be $2,565,533; and for 2004 to be $2,565,533, including estimated program income;

(Continued on Page 28.)

EXHIBIT 1

MINUTES OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

II. BUDGET/FINANCE CONSENT AGENDA - Continued

1-19. Approval of Various Consent Agenda Items – Continued

11. Continued...

B. Approving the SHIP Program Interlocal Agreement with the City of Pensacola providing for joint implementation and administration of the Escambia/Pensacola SHIP Program; and

C. Authorizing the Chairman to execute all documents required to submit, receive and implement the SHIP Program Plan.

12. Taking the following action concerning an Agreement with St. John's Betterment Group for CDBG Funded Neighborhood Renewal Initiative Project:

A. Awarding a Neighborhood Renewal Initiative Project matching grant in the maximum amount of $5,000 to the St. John's Betterment Group to finance a portion of the organization's volunteer-based improvement initiative, known as the Navy Point Triangle Park Project, which targets the beautification of the undeveloped Navy Point Park bounded by Sunset Drive, Park Place and Gibbs Road in the Navy Point Subdivision in the Warrington Community Redevelopment Area; and funded with Community Development Block Grant Fund 129/1998 and 1999, Cost Centers 220471 and 220457; and

B. Approving the Project Agreement with the St. John's Betterment Group and authorize the Chairman to execute the agreement and related documents necessary to implement the project.

EXHIBIT II

EXCERPT FROM THE ESCAMBIA/PENSACOLA SHIP HOUSING ASSISTANCE PLAN

STRATEGY 6. Development of Residential Units Targeting Special Needs Housing

a. Brief Description:

SHIP funds will used assist local non-profit sponsors in providing special needs housing for SHIP eligible clients through acquisition, rehabilitation, and/or construction of housing units. Special needs groups shall generally include: homeless persons, mentally handicapped, or physically handicapped persons. Such units shall be utilized by the subject non-profit sponsor to meet short or long-term housing needs of SHIP eligible persons. Operational costs after initial development of the housing shall be the responsibility of the sponsoring agency.

b. Applicable State Fiscal Years: 2001/2002, 2002/2003, 2003/3004

c. Beneficiaries: 100% of the families assisted through this strategy must have incomes below 50% of the median income.
Projected Average Per Unit Cost: $50,000-60,000

d. Applicant Selection Criteria:
1. Applicants: Properties secured through this activity shall be limited to occupancy by persons or families who are homeless or have special needs and who are under active case management by the Sponsor agency. Sponsor agency(s) shall provide income, occupancy and case management documentation to the SHIP Administrator at least quarterly.

e. Sponsor Selection Criteria:
Acquisition/rehabilitation/construction actions will be completed in-house. Selection of sponsors for management of the special needs housing units will be based upon responses to an advertised request for proposal. Selection criteria will include:

a) non-profit sponsors past experience in management/operation of housing for special needs population(s);
b) proposed total SHIP cost per unit;
c) housing unit production goals;

Proposals meeting the RFP requirements will be evaluated by the Housing Partnership to determine the non-profit agency(s) or organization(s) that will manage the subject units for the benefit of SHIP eligible families. Final selection and contract approval will be provided by the County Commission and City Council.

f. Repayment requirements are not applicable to this Strategy. Property will be deed restricted for specified use.

g. SHIP Leveraging Resources: Non-Profit Sponsor Resources

FOR PHOTOCOPYING ONLY

TRANSITIONAL HOUSING DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of April, **2004**, by and between the **COUNTY OF ESCAMBIA,** a political subdivision of the State of Florida, hereinafter referred to as "County"; and **LOAVES AND FISHES SOUP KITCHEN, INC.,** a not for profit corporation organized under the laws of the State of Florida (Federal Identification Number 59-2494440), hereinafter referred to as "Agency"; for the sole purpose of providing Escambia/Pensacola State Housing Initiatives Partnership (hereinafter "SHIP") funds to support development of scattered site transitional housing facilities, as defined elsewhere in this Agreement, which shall be continually used by the Agency in addressing long-term transitional housing needs of homeless families with children in Escambia County.

WITNESSETH:

WHEREAS, the County has historically provided limited financial support for improvements that provide significant public benefit for special needs populations and that meet identified community needs; and,

WHEREAS, the need for transitional housing for homeless families with children in Escambia County is identified and documented in the Escambia Consortium Homeless Continuum of Care Plan; and,

WHEREAS, the Agency is a non-profit, human service organization established for the distinct purpose of development and delivery of services addressing the needs of the homeless; and,

WHEREAS, the County receives State Housing Initiatives Partnership ("SHIP") from the State of Florida, Florida Housing Finance Corporation ("FHFC") for use in furtherance of its public purpose; and,

WHEREAS, a portion of said grant funding is prioritized and approved for the express purpose of assisting with development of facilities targeting special needs populations, including the homeless; and,

WHEREAS, the facilities to be developed will be utilized by the Agency to serve homeless families with children in accordance with provisions of Florida Administrative Code Rule 67-37; and,

WHEREAS, the Agency possesses the financial and managerial ability to provide for the continuing staffing, operation and maintenance of the facilities upon completion of the development process.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good valuable consideration, the parties agree as follows:

CAR 11-6

ARTICLE I
Supervision

1. The Agency agrees to perform required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., ("NEFI"), as designated agent for Escambia County.

1.1 Initial contract managers, responsible for coordination and administration of this Agreement and attending regular meetings with the Agency, are designated as follows:

Contract Manager for County:
Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
P. O. Box 18178
Pensacola, Florida 32523
Phone: (850) 458-0466
Fax: (850) 458-0464

1.2 Contract Coordinator for Agency:
Mr. Rick Humphreys, Executive Director
Loaves and Fishes Soup Kitchen, Inc.
257 East Lee Street
P.O. 1303
Pensacola, Florida 32596
Phone: (850) 438-7616
Fax: (850) 434-9388

ARTICLE II
Funding

2. The County agrees to provide SHIP funds in an aggregate amount not to exceed **$240,000.00** payable solely from SHIP funds made available to the County through SHIP Program Grants as provided by FHFC. A description of that portion of the Escambia/Pensacola SHIP Housing Assistance Plan expressly providing for the development of facilities for special needs populations which will be made available for the Agency's use in meeting the transitional housing needs of homeless families with children is hereby incorporated into this Agreement as **EXHIBIT I.**

2.1 Parties hereto agree that SHIP funds shall be paid by the County for development of facilities, as defined herein, for use by the Agency, however, no SHIP or other County funds shall be paid directly to the Agency as a result of this Agreement.

ARTICLE III
County Responsibilities

3. As the legal recipient of the SHIP funds referenced in Article II above, the County shall have final authority regarding the allowability of expenditures associated with such funds. Should the County find or

declare any SHIP expenditure unallowable based upon governing SHIP Regulations at Chapter 420, Florida Statutes; Florida Housing Finance Corporation (FHFC) Administrative Rule 67-37; or regulatory policies related thereto, the County retains the right to refuse payment of SHIP funds pending receipt of determination of allowability from FHFC.

3.1 County ("NEFI") shall maintain continuous involvement throughout the facility development process including: project planning; scheduling; general oversight; facility/unit design; bid authorization and bidding procedures, construction contract review, award and final approval; ensuring complete compliance with Federal contract requirements, processing any and all payments associated with the County SHIP participation in the project, and monitoring Federal construction contract compliance matters related to the construction of the subject single family housing units provided in this agreement. The County's total investment in the project shall not exceed **$240,000**, or the actual development construction cost required to construct a minimum of **four (4)** single family homes, whichever is less. Said single family homes will be developed with support of the County SHIP Program on property owned by the Agency, and provided, through tenets of this Agreement, solely for the Agency's use in delivering transitional housing services for homeless families as described in Article IV Section 4.3 of this Agreement. The single family units shall be constructed to meet the needs of Agency within the **$240,000** funding limitation posed herein, unless the Agency elects to provide additional funding from its resources to address all costs in excess of this amount. By execution of this Agreement, Agency agrees to the utilization of the property and housing units in accordance with the terms and conditions stipulated herein.

3.2 The Agency and NEFI, shall make every effort to complete development of the **four (4)** single family homes within a maximum of one hundred twenty (120) days of the date of this Agreement, and the Agency shall take the actions required to make the facility available for occupancy by homeless families with children within thirty (30) days thereafter. However, under no circumstances shall County or NEFI incur any liability whether legal, financial or otherwise, if the process exceeds the one hundred twenty (120) days or if the project is terminated by action of the County or Agency.

3.3 All SHIP Grant compliance matters shall be under the control of the County ("NEFI") and all project related SHIP Grant payments shall be made by the responsible fiscal officers of the County in consultation with NEFI and the Agency. However, the County shall retain final authority over the approval or denial of SHIP Grant related payments. The construction bidding process required to develop the transitional housing units shall require competitive bidding which shall be administered by the Agency under the supervision of NEFI and shall conform to all contract requirements associated with the use of SHIP funds as provided for in Administrative Rule 67-37. If required, the Agency shall, from its own non-SHIP financial resources, be totally responsible for selection of and payment for professional services required for facility design and development of technical specifications.

3.4 The County (NEFI) and Agency shall adhere to all applicable Federal, State and local regulations during the completion and implementation of the project.

ARTICLE IV
Agency Responsibilities

4. The Agency agrees to fully cooperate and assist the County (NEFI) in a manner prescribed by the County (NEFI), in developing the transitional housing units on property owned by the Agency, throughout the design, bidding and construction process and shall ensure that the transitional housing units meet the needs of the Agency for the intended use specified in Article IV Section 4.3 of this Agreement. The Agency shall, prior to securing bids, provide written documentation to the County (NEFI) certifying that the transitional housing units as designed are suitable for the needs of the Agency.

4.1 The Agency's designated Contract Coordinator shall serve as liaison to County (NEFI) for purposes of implementation of this project and such representative shall continually coordinate with the County's designated Contract Managers to assure positive culmination of the project.

4.2 The Agency's Contract Coordinator or representative(s) shall participate in routine meetings, telephone conferences, and project reviews; and shall bring any project related concerns to the attention of the County Contract Managers in the most prudent manner possible. Within thirty (30) days after the approval of this Agreement the Agency shall provide clear documentation, to the satisfaction of County (NEFI), of the availability of Agency resources and financial support as necessary to ensure that the continuing operational costs for the transitional housing units will be available to the Agency upon project completion, and without further project specific funding from the County.

4.3 Following the development of the **four (4)** transitional housing units on agency owned property, the SHIP assisted transitional housing units shall be continuously utilized by the Agency expressly and solely for the provision of transitional housing for homeless families with children. For purposes of this agreement, the term "transitional housing" shall refer to a term of continuous occupancy by a SHIP eligible homeless family that does not exceed a maximum of twenty four (24) months. An eligible family is defined as a homeless or former homeless family with children under case management of the Agency and having a gross family income less than eighty percent (80%) of the Pensacola area median income adjusted for family size. Said families must be concurrently receiving case management and supportive services from the Agency to assist their return to independent living in the community. Such services shall minimally include: family and individual counseling; job orientation/job search; job readiness /job skills training; alcohol/drug abuse counseling and treatment, where warranted; parenting skills development; access to GED, vocational or similar educational opportunities; credit and consumer counseling; and other services as may be warranted based upon the individual needs of each family. Transitional housing and all related services provided to eligible families by the Agency utilizing the units developed hereunder shall be continually made available in a non-discriminatory manner to all persons. The transitional housing units to be developed through SHIP Grant and Agency resources on the property owned by the Agency shall at all times be used exclusively by the Agency for this stipulated purpose. This requirement shall be legally confirmed by recording a property use deed restriction in the official property records of Escambia County limiting the use of the facility to the purposes specified in this Agreement. Said deed restriction shall be in conformance with the document provided in **EXHIBIT V** of this Agreement, and shall be recorded prior

to initiating construction of the transitional housing units financed through this Agreement. Failure of the Agency to conform to the prescribed facility use restrictions shall render this agreement null and void, resulting in the cancellation of the agreement, whereupon, the Agency shall repay the SHIP funds to the County in amounts equal to the contribution provided hereunder; or the Agency shall obtain written County approval of an acceptable alternate use of the subject units. In this regard, for the duration of this Agreement, the County retain the exclusive right to review and approve alternate uses of the transitional housing units in accordance with the SHIP Program eligibility requirements as specified in FHFC Administrative Rule 67-37, and subsequent amendments thereto.

4.4 Subsequent to completion of the construction of the **four (4)** single family housing units, the SHIP assisted facility shall be owned and occupied by the Agency for utilization as detailed in Article IV Section 4.3 of this Agreement and in accordance with the general terms and conditions cited throughout this Agreement. Immediately upon completion of the construction of the facility all responsibility and liability for the ongoing day-to-day oversight, staffing, operational funding, maintenance, repair, regulatory compliance, insurance and any related obligation or requirement associated with the SHIP Grant assisted facility shall vest with the Agency. Execution of this agreement indicates the Agency's concurrence with the restrictions imposed herein.

4.5 The Agency shall initiate utilization of the transitional housing units for meeting the needs of homeless families with children not more than thirty (30) days after completion of the construction process, as documented by the issuance of a certificate of occupancy by the cognizant building official of the City of Pensacola or Escambia County, as appropriate. Such action shall include the provision of funds, licenses, insurance, certifications, staffing and approvals by the Agency as required to assure the delivery of services on a continuous basis for the purposes of serving SHIP eligible families as described in this Agreement.

4.6 The Agency is currently a chartered Florida non-profit corporation organized in accordance with Chapter 617 of the Florida Statutes. Further, Agency is recognized as a 501(c)(3) non-profit corporation by the United States Internal Revenue Service. The Agency shall maintain the foregoing status throughout the term of the Agreement. Initial documentation of Florida incorporation and IRS 501(C)(3) designation is included in **EXHIBIT II** of this Agreement. If at any time during the term of this agreement the Agency's non-profit status is terminated, withdrawn, threatened or altered in any manner, the Agency shall immediately provide written notification of such action to the County. Such change in status shall constitute a breach of this agreement, and subject said agreement to cancellation in accordance with provisions of Article VIII Section 8.1 of this Agreement.

ARTICLE V
Data Collection and Reporting

5. The Agency shall maintain accurate and timely records detailing the occupancy status of the transitional housing units at all times, including characteristics, family income, occupancy status, etc. as directed by the County ("NEFI"), and detailed in **EXHIBIT III** of this Agreement. **Reporting requirements may be revised from time to time to meet data needs of the County ("NEFI").**

5.1 Agency shall cooperate with NEFI in assuring that SHIP income compliance requirements are met by each family prior to occupancy of the SHIP assisted transitional housing units. Income certifications along with clear documentation of income eligibility of each family shall be provided, in writing, to NEFI prior to the occupancy of the subject units by the family. NEFI shall provide required income certification forms and training to Agency staff on a routine basis to ensure continuing compliance with SHIP eligibility restrictions.

ARTICLE VI
Continuing Facility Use and Reversion

6. Upon completion of the construction of the transitional housing units, as evidenced by a Certificate of Occupancy issued by the cognizant Building Official of the County or City of Pensacola, as appropriate, said facility shall be continuously utilized by the Agency solely for the provision of transitional housing for homeless families with children as governed by SHIP Program regulations. Said use of the SHIP Grant assisted facility shall be in accordance with provisions, terms and limitations of this Agreement. No alternate uses are implied or authorized by this Agreement. Therefore, should the Grant assisted facility cease to be used for the authorized purpose for any consecutive period exceeding sixty (60) calendar days, the Agency shall immediately notify the County of such action.

6.1 In the event the Agency ceases to use the transitional housing units for the original or an approved alternate purpose, in accordance with the property use deed restriction the Agency shall repay to the City and County all SHIP funds provided in support of the development of the transitional housing units; or the Agency shall obtain written County approval of an acceptable alternate use of the units. The County shall have the final approval authority regarding alternative uses for the transitional housing units in accordance with SHIP Administrative Rule67-37 for the duration of this Agreement.

6.2 The Agency shall possess and control the transitional housing units only for the stated purpose and shall not encumber, mortgage, pledge, or otherwise endanger the Grant assisted facility provided herein without the prior express consent of the County. Said terms and conditions shall remain in effect for the full duration of this Agreement.

ARTICLE VII
Secular Use

7. Agency is an incorporated, non-profit corporation organized under the laws of the State of Florida with Internal Revenue Service ("IRS") 501(c)(3) status. The Agency functions primarily as a community and social service organization with specific emphasis upon assisting the homeless. Such purpose is stipulated in the organization's Articles of Incorporation and Corporate Charter as filed with the State of Florida Office of the Secretary of State as incorporated into **EXHIBIT I1** of this Agreement. Agency shall not operate as a church, primarily religious organization, or other religious entity in carrying out the services envisioned in this Agreement.

ARTICLE VIII
Term of Agreement

8. This Agreement shall commence on the **1st** day of **APRIL**, **2004**, and terminate exactly fifteen (15) years later, except for provisions included in Articles IV, V, VIII, IX and X of this Agreement which shall continue indefinitely, or unless terminated earlier per Section 6.1.

8.1 If Agency should fail to perform its duties as defined herein with respect to the SHIP Grant assisted facility, or should SHIP Grant funds cease to be available to the County, the County may without legal or financial liability, or recourse to Agency, terminate this agreement by providing written fifteen (15) day notification to the Agency . In the event the termination is for lack of funds, the County shall only be obligated to pay those costs incurred and approved for payment prior to the date of issuance of said termination notification to Agency, and such payments shall be made only to the extent that SHIP Grant funds are made available to the County for such purposes. Alternatively, in the event of termination for Agency's failure to perform, the County shall afford the Agency the opportunity to initiate actions to rectify the deficiency during the fifteen (15) day notification period. During this period, the County shall suspend any and all Grant payments pending successful resolution of the deficiency by the Agency, and/or seek other remedies as provided in this Agreement or provisions of law.

ARTICLE IX
Records

9. The County (NEFI) and Agency agree to maintain records specifically related to this project in such a manner as to assure proper accountability and documentation.

9.1 The County, Agency, and NEFI project specific records and accounts shall at all times be subject to inspection, review, and/or audit for a period of three (3) years following initial use of the transitional housing units by the Agency, unless such records are the subject of litigation or audit, whereupon, such records shall be maintained indefinitely pending completion of said litigation or audit. Access to such records will be provided to the County (NEFI), Florida Housing Finance Corporation (FHFC), U. S. Department of Housing and Urban Development (HUD), and/or other duly authorized parties upon request.

9.2 Agency, at its sole cost, shall annually contract the services of an Independent Certified Public Accountant to perform a complete audit of the records and accounts of the Agency. One (1) complete original of each annual audit shall be provided to the Office of the Clerk of the Circuit Court/Finance Division by the Agency for the period encompassed by this Agreement. Any questioned costs or management issues raised as a result of any audit shall be promptly addressed by the Agency, with copies of pertinent resolution responses, information or documentation relating to such issue(s) provided to the Office of the Clerk of the Circuit Court/Finance Division.

ARTICLE X
Civil Rights and Anti-Discrimination

10. The Agency accepts the terms of this Agreement, the SHIP Grant, and all related provisions included in this agreement, as the same may be amended.

10.1 All parties agree to provide Equal Employment Opportunity to all individuals regardless of sex, race, color, handicap, familial status, disability, religion, or national origin. The Agency and County shall not discriminate against any employee or applicant, because of race, religion, color, sex, national origin, disability, or familial status. The Agency and County shall take affirmative action to ensure that applicants are employed, and that employees treated during employment without regard to their race, religion, color, sex, disability, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Agency agrees to post in a conspicuous place notices setting forth the provisions of this Equal Opportunity Clause.

10.2 The Agency shall provide written reports at least monthly to the County Contract Mangers, in a form and manner generally prescribed in **EXHIBIT III** of this Agreement, stipulating number of persons served, estimated racial composition of clients served, and the type of service provided through the facility, and such other and additional information as the County (NEFI) may reasonably require. Such reports shall be provided to the Contract Mangers at least quarterly for the duration of this Agreement, unless written authorization to dispense with said reporting is provided to the Agency by the County Contract Managers.

10.3 All services and facilities associated with this project shall be made available by the Agency in a non-discriminatory manner. Services and access to the facility shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin. Further, the facility will be operated in strict accordance with provisions of the Americans with Disabilities Act (ADA), and shall be fully accessible to handicapped individuals during hours of operation. The Agency accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

ARTICLE XI
Insurance and Indemnification Requirements

11. The Agency shall act as independent contractor and not as employees of the County; or its designated agent, NEFI; in providing the aforementioned services. The Agency shall hold harmless Escambia County, Neighborhood Enterprise Foundation, Inc., and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, agents, and representatives from any and all claims, suits, actions, damages, liability, and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out

of or occurring in connection with the performance of this Agreement, provided any such claim, suit, action damage, liability or expense is caused in whole or in part by an act or omission of the Agency, or the contractors, subcontractors, representatives, liscensees, invitees, agents or employees of the Agency , or employees of any of the aforementioned individuals or entities. The Agency's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

11.1 As owner of the transitional housing units, Agency shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. Commercial general liability insurance policy covering all acts of the Agency in managing and implementing the activities described herein with combined single limits of **$1,000,000**, including coverage for bodily injury, broad form property damage, personal injury, contractual liability, and independent contractors. The Agency shall purchase on forms no more restrictive than the latest editions of the Comprehensive General Liability and Business Auto policies filed by the Insurance Services Office. The County and NEFI shall be Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The County and/or NEFI shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

b. Automobile liability with combined single limits of **$500,000**, including bodily injury and property damage arising out of operation, maintenance or use of all owned, hired and non-owned vehicles.

c. All worker's compensation and employers liability insurance required by applicable Florida law, and the responsibility of coverages of the Agency.

All of the above policies shall be with carriers admitted to do business in the State of Florida. The Agency shall have certificates of insurance forwarded to:

Escambia County
Office of Risk Management
P.O. Box 1591
Pensacola, Florida 32597

The certificates shall show the County and Neighborhood Enterprise Foundation, Inc. (NEFI), as an additional insured and the certificate holder shall provide that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. If required by the County, the Agency shall furnish copies of the Agency's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the County, an ACORD 25. Any wording which would make notification of cancellation, adverse change or restriction in coverage to the County, an

option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Agency shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, the Agency shall, upon instructions of the County, cease all operations under the agreement until directed by the County, in writing, to resume operations.

11.2 Builders Risk Insurance Coverage. The Agency and County (NEFI) shall ensure that the Contractor completing work on the site shall carry builder's risk insurance for the duration of the construction process in an amount adequate to cover the full value of the facility including improvements made by the Contractor. The County shall be listed as loss payee by endorsement on the policy and the Certificate of Insurance and shall have the power to adjust and settle any loss.

11.3 The Agency required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Agency's coverage. The Agency's policies of coverage will be considered primary s related to all provisions of the agreement.

11.4 The Agency agrees to pay on behalf of the County and NEFI, as well as provide a legal defense for the County and NEFI, both of which will be done only if and when requested by the County and/or NEFI, for all claims as described in Article V of this agreement. Such payment on the behalf of the County or NEFI shall be in addition to any and all other legal remedies available to the County or NEFI and shall not be considered to be the County or NEFI's exclusive remedy.

11.5 The Agency and any of its associates, agents, insurers or subcontractors involved in the performance of this agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. Agency agrees to indemnify and hold harmless the County and NEFI, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Agency, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the persecution of the work defined in this agreement. Further, the Agency assumes all legal and financial liability and the direct responsibility for assuring full and complete volunteer training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this Agreement.

ARTICLE XII
Nepotism

12. The Agency agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance under this Agreement.

ARTICLE XIII
SHIP Grant Program Income

13. SHIP funds provided hereunder shall be in the form of a grant to the Agency as directly administered by the County (NEFI) and no program income will result from the project. Any rental or related income generated by the occupancy of the transitional housing units shall be used by the Agency to support operational costs of the transitional housing program.

ARTICLE XIV
Uniform Requirements

14. Agency will comply with all applicable provisions of the requirements associated with the expenditure of SHIP Grant funds as denoted in Administrative Rule 67-37. In executing this Agreement and the certification provided in **EXHIBIT IV** of this Agreement, Agency certifies that it shall cooperate in all actions required to fully comply with said provisions of law.

ARTICLE XIV
General Provisions

15. The Agency agrees that the contents of **EXHIBITS I, II, III IV and V** are part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, the Agency agrees:

15.1 To abide by Chapter 119, Florida Statutes, as the same may be amended form time to time, and which is incorporated by reference herein;

15.2 To permit and facilitate such audits and reviews as may be required by FHFC, the Escambia County Clerk of the Circuit Court/Finance Division, designated independent auditing firm(s), or their authorized representatives as may be directed in relation to this Agreement;

15.3 To produce all documents upon request by the County, FHFC, or the authorized representatives of each;

15.4 Loaves and Fishes Soup Kitchen, Inc. functions primarily as a community and social service organization with specific emphasis upon assisting the homeless in this community, and the Agency resolves to maintain such function for the duration of this Agreement.

ARTICLE XVI
Understanding of Terms

16. This agreement constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior written agreements, understandings, representations, and statements are merged into thisAgreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by all parties, except as provided under Article VI Section 6.1 above. This agreement shall not be assignable by either party without the express prior written consent of the other party hereto. Any attempt at assignment without consent shall be void and of no effect.

16.1 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

16.2 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

16.3 The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

16.4 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement under paragraph 1, above.

16.5 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Marie Young, Chairman

By: _____
Deputy Clerk

BCC Approved:

(SEAL)

Legal Department Approval:
This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date March 4, 2004

LOAVES AND FISHES SOUP KITCHEN, INC., a not for profit corporation chartered in the State of Florida, by and through its Board of Directors

By: _____
Rick Humphreys, Executive Director

ATTEST:

By: _____
Corporate Secretary

Print Name: _____

(S E A L)

WITNESSED:

_____
Print Name

_____
Print Name

CAR 11-6

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by Rick Humphreys, Executive Director of Loves and Fishes soup Kitchen, Inc., a not for profit corporation, who did not take an oath and who:

___ is/are personally known to me.
___ produced current Florida driver's license as identification.
___ produced current _____ as identification.

_____
Signature of Notary Public

(Notary Seal must be affixed)

_____
Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

EXHIBIT I

SHIP SPECIAL NEEDS HOUSING STRATEGY INFORMATION

CAR 11-6

STRATEGY 7. Development of Residential Units Targeting Special Needs Housing

a. Brief Description:
SHIP funds will used assist local non-profit sponsors in developing special needs housing for SHIP eligible clients through acquisition, rehabilitation, and/or new construction of suitable units. Special needs groups shall generally include: homeless persons, mentally handicapped, or physically handicapped persons. Such units shall be utilized by the subject non-profit sponsor to meet short or long-term housing needs of SHIP eligible persons. Operational costs after initial acquisition shall be the responsibility of the sponsoring agency.

b. Applicable State Fiscal Years: 2001/2002, 2002/2003, 2003/3004

c. Beneficiaries: 100% of the families assisted through this strategy must have incomes below 50% of the median income.
Projected Average Per Unit Development Cost: $50,000-60,000

d. Applicant Selection Criteria:
1. Applicants: Properties secured through this activity shall be limited to occupancy by persons or families who are homeless or have special needs and who are under active case management by the Sponsor agency. Sponsor agency(s) shall provide income, occupancy and case management documentation to the SHIP Administrator at least quarterly.

e. Sponsor Selection Criteria:
Acquisition/rehabilitation/development actions will be completed in-house. Selection of sponsors for management of the special needs housing units will be based upon responses to an advertised request for proposal. Selection criteria will include:
a) non-profit sponsors' past experience in management/operation of housing for special needs population(s);
a) proposed total SHIP cost per unit;
b) housing unit production goals;
c) level of long-term commitment to assist very low income families having special housing needs; and
d) documentation of the agency's employment or planned employment of personnel from the WAGES and related Workforce Development Initiatives shall result in a priority for award of
e) SHIP funds assuming the agency demonstrates capacity to implement the subject SHIP activity.

Proposals meeting the RFP requirements will be evaluated by the Housing Partnership to determine the non-profit agency(s) or organization(s) that will manage the subject units for the benefit of SHIP eligible families. Final selection and contract approval will be provided by the County Commission and City Council.

f. Form of Assistance and Recapture: Direct Grant to provide special needs housing.
Mortgage term is not applicable to this Strategy.

g. SHIP Leveraging Resources: Non-Profit Sponsor Resources

EXHIBIT II

DOCUMENTATION OF 501(C)(3) NON-PROFIT STATUS

(LOAVES AND FISHES SOUP KITCHEN, INC.)

CAR II-6

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INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
C - 1130
ATLANTA, GA 30301

DEPARTMENT OF THE TREASURY

Date: NOV 2 5 1990

LOAVES AND FISHES SOUP KITCHEN INC
PO BOX 1303
PENSACOLA, FL 32596-1303

Employer Identification Number:
59-2494440
Contact Person:
ANN RUSSELL
Contact Telephone Number:
(404) 331-4927

Our Letter Dated:
10/1/85
Addendem Applies:
YES

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Paul Williams
District Director

Letter 1050(DO/CG)

Internal Revenue Service
DEPARTMENT OF THE TREASURY
The Digital Daily

Exempt Organization Search

Organization Name: Loaves and Fishes Soup Kitchen Inc
City: Pensacola, FL
Code: None - A public charity with a 50% deductibility limitation.

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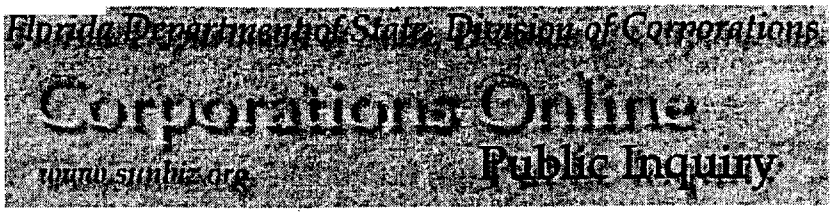

Florida Non Profit

LOAVES AND FISHES SOUP KITCHEN, INC.

PRINCIPAL ADDRESS
257 E LEE ST
P.O. BOX 1303
PENSACOLA FL 32591
Changed 01/07/2003

MAILING ADDRESS
257 E LEE ST
P.O. BOX 1303
PENSACOLA FL 32503
Changed 01/07/2003

Document Number	FEI Number	Date Filed
N05767	592494440	10/22/1984
State	**Status**	**Effective Date**
FL	ACTIVE	NONE

Registered Agent

Name & Address
KUDER, JOHN P. 257 E LEE ST PENSACOLA FL 32501
Address Changed: 08/06/1991

Officer/Director Detail Name & Address	Title
WHITE, PEGGY 429 POU STATION RD. PENSACOLA FL 32507	SD
HUMPHREYS, FREDERICK W. 7200 BAYSHORE DR. MILTON FL 32583	PMD

COLLINS, MICHAEL 5908 SAUFLEY PINES CT. PENSACOLA FL 32526	VD

Annual Reports Report Year	Filed Date
2002	02/13/2002
2003	01/07/2003
2004	01/07/2004

Events
No Name History Information

Document Images

Listed below are the images available for this filing.

01/07/2004 -- ANNUAL REPORT
01/07/2003 -- ANNUAL REPORT
02/13/2002 -- ANN REP/UNIFORM BUS REP
05/01/2001 -- Annual Report
05/31/2000 -- ANN REP/UNIFORM BUS REP
05/06/1999 -- ANNUAL REPORT
05/06/1998 -- ANNUAL REPORT
04/29/1997 -- ANNUAL REPORT
08/07/1996 -- 1996 ANNUAL REPORT

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

EXHIBIT III

TRANSITIONAL HOUSING REPORTING FORMAT

QUARTERLY STATUS REPORT
REPORT# _____

TO: ESCAMBIA/PENSACOLA SHIP PROGRAM

FROM: LOAVES AND FISHES SOUP KITCHEN, INC.

DATE: _____

RE: PROJECT: SHIP TRANSITIONAL HOUSING DEVELOPMENT (2004)

NOTE: WRITTEN REPORTS SHALL BE FILED AT LEAST QUARTERLY OR UPON CHANGE IN OCCUPANCY OF THE TRANSITIONAL HOUSING UNITS WHICHEVER OCCURS FIRST

QUARTER: ☐ October-December ☐ April-June
☐ January-March ☐ July-September

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE BREAKDOWN OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (SHIP CLIENT INCOME ELIGIBILITY AND CHARACTERISTICS FORM AND WRITTEN DOCUMENTATION OF GROSS HOUSEHOLD INCOME TO BE SUBMITTED AS AN ATTACHMENT TO THIS REPORT).

EACH HOMELESS CLIENT/FAMILY OCCUPYING SHIP ASSISTED TRANSITIONAL HOUSING UNITS SHALL BE REPORTED TO THE COUNTY. INFORMATION SHALL BE ADEQUATE TO FULLY DOCUMENT THE TOTAL HOUSEHOLD INCOME, FAMILY COMPOSITION, AND TERM OF OCCUPANCY. THE SHIP INCOME VERIFICATION FORM AS PROVIDED BELOW SHALL BE SUBMITTED AS ORIGINALLY SIGNED BY THE CLIENT(S) AND AGENCY AT LEAST QUARTERLY OR UPON INITIAL OCCUPANCY BY CLIENT.

B, DESCRIBE ANY PROBLEMS OR DIFFICULTIES ENCOUNTERED WITH THE IMPLEMENTATION OF THE PROJECT OR THE UTILIZATION OF THE TRANSITIONAL HOUSING UNITS.

C. PROVIDE ANY ADDITIONAL INFORMATION PERTINENT TO THE PROJECT.

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Florida Housing Finance Agency
State Housing Initiatives Partnership (SHIP) Program
INCOME CERTIFICATION - TRANSITIONAL HOUSING OCCUPANT

NAME/ADDRESS:_____

Part I: HOUSEHOLD AND INCOME DATA

A. Applicant Information

1. Current Home owner: Yes ____ No XX
2. Home buyer: Yes_____ No ____ N/A
3. Purchasing: Existing Unit_____ Newly Constructed Unit____ N/A
4. Existing Home owner: Date of Execution of Assistance Agreement: N/A
5. Home buyer: Closing Date: N/A
6. Date of Affidavit of "No Income Change::_____

B. Names of all Household Members (Last, First)	Relationship	Birth Date/Age
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		

C. Household Size	E. Subsidy Use (check all that apply)
( )	Down Payment Assistance
	Closing Costs
D. Household Designation	Interest Subsidy
VLI	Loan Guarantee
LI	Principal Buydown
MI	Rehabilitation
	Emergency Repair
	Other: **TRANSITIONAL HOUSING**

F. Assets : All household members including minors.

Household Member	Asset Description	Total Cash Value	Income from Assets
(1)		$	$
(2)			
(3)			
(4)			
(5)			
(6)			
(7)			
Total Net Value of Assets		F(a) $	
Total Actual Asset Income			F(b)$.....
If line F(a) is greater than $5,000, multiply that amount by HUD approved passbook rate 3% and enter results in F(c); otherwise, leave blank.			F(c) $....

G. Anticipated Annual Income : Earned income and support paid on behalf of minors.

Household Member	Wages/ Salaries	SS/SSI Benefits/ Pensions	Public Assistance	CHILD SUPPORT Other Income (include bonus,tips, overtime, and commissions)	Asset Income
(1)					Enter the greater of lines F(b) or F(c), above, in box (e) below.
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
Totals	(a)	(b)	(c)		(e)

Enter total of items G(a) through G(e). This is **Annual Income**	$.....

Part II: INCOME CERTIFICATION

A. Household Data : For reporting purposes only and not to determine eligibility
(Check all that apply)

Race		Special Needs	
___White, Nonhispanic	___ Asian	___Elderly	X_Homeless
___ Black, Nonhispanic	___ American Indian	___ Farmworker	___ Persons With Aids
___ Hispanic (Black or White)	___ Other	___ Other	___Handicapped/Disabled

B. Student Eligibility: Are any of the applicants students enrolled at least half time and not eligible to be claimed as a dependent of his/her/their parent(s) or guardian for Federal Income Tax Purposes?
_____Yes _____No ____XX____Not Applicable
(**NOTE:** Students are eligible for SHIP assistance if he/she/they do not live with their parent(s) or guardian, and are not a dependent under IRS code.)

C. Applicant Statement: The information on this form is to be used to determine maximum income for eligibility. I/we have provided for each person set forth in Item 2A acceptable verification of current anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief under penalty of perjury.

WARNING: Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

_____
(SIGNATURE - HEAD OF HOUSEHOLD) DATE _____

_____
(SIGNATURE SPOUSE/ HEAD OF HOUSEHOLD) DATE:_____

D. Agency Statement: Based on the income information provided by the household and upon proofs and documentation submitted, the household is: (check one)

_____ **Very Low Income (VLI)** Household based on the current applicable definitions of up to 50% of the median of the income for the area adjusted for family size published by the U. S. Department of Housing and Urban Development.

_____ **Low-Income (LI))** Household based on the current applicable definitions of up to 80% of the median income for the area adjusted for family size published by the U.S. Department of Housing and Urban Development.

_____ **Moderate Income (MI)** Household based on the current applicable definitions of up to 120% of the median income for the area adjusted for family size published by the U. S. Department of Housing and Urban Development.

SIGNATURE OF THE SHIP ADMINISTRATOR OR HIS/HER DESIGNATED REPRESENTATIVE:

Name: _____ Date: _____

Title: SHIP ADMINISTRATOR

AFFIDAVIT OF NO INCOME CHANGE-TRANSITIONAL HOUSING

NAME OF APPLICANT: _____

ADDRESS: _____

_____

TYPE OF SHIP ACTIVITY: **CONSTRUCTION OF TRANSITIONAL HOUSING**

I am signing this AFFIDAVIT to certify that my total household income is as stated in the SHIP Application Form attached hereto; and/or to certify that my total household income HAS /HAS NOT CHANGED since the time of the completion of my original Income Certification Form executed with Loaves and Fishes Soup Kitchen, Inc. (originally dated) _____. It is my understanding that my eligibility to receive SHIP Program monies depends on my household income and that all of the information that has been reported and recorded on the Income Certification Form is true, accurate and current.

WARNING: Florida Statue 817 provides for penalties concerning making of false statement concerning income and assets.

INCOME CHANGE **YES____ NO____**

_____

SIGNATURE OF APPLICANT **DATE:** _____

INCOME CHANGE **YES_____NO____**

_____

SIGNATURE OF CO-APPLICANT **DATE:** _____

_____ **DATE:** _____

SIGNATURE OF AGENCY REPRESENTATIVE
LOAVES And FISHES SOUP KITCHEN, INC.

_____

SIGNATURE OF SHIP ADMINISTRATOR **DATE:** _____
RANDY WILKERSON

EXHIBIT IV

SHIP PROGRAM RULES AND REGULATIONS
CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE

CERTIFICATION OF RECEIPT
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
ADMINISTRATIVE RULE 67-37

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current **SHIP Administrative Rule 67-37,** and copies of any amendments to the governing Rule as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Administrative Rule and understand the requirements which govern the SHIP financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Administrative Rule or requirements related thereto should be resolved by contacting the SHIP Administrator denoted in this Agreement. If the SHIP Administrator cannot resolve the question, the issue will be submitted to the Florida Housing Finance Corporation for review and resolution.

Additionally, I/We have received a complete copy of the SHIP Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the Administrative Rule in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rule and/or the SHIP Income Compliance Manual will be promptly provided upon written request directed to the SHIP Administrator by this agency.

SHIP Participating Agency

LOAVES AND FISHES SOUP KITCHEN, INC.

By:_____

Date:_____

(shipcomplcert.wpd)

CAR II-6

EXHIBIT V

PROPERTY USE DEED RESTRICTIONS FOR SHIP ASSISTED TRANSITIONAL HOUSING UNITS

THIS INSTRUMENT PREPARED BY:
RANDY WILKERSON, EXECUTIVE DIRECTOR
NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.
P.O. BOX 18178
PENSACOLA, FLORIDA 32523 (850) 458-0466

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS DECLARATION, is made by **LOAVES AND FISHES SOUP KITCHEN, INC.**, a Florida corporation not-for-profit (**"Loaves and Fishes"**);

WHEREAS, Loaves and Fishes owns that certain property in Escambia County, Florida, more or particularly described as follows:

AS PER ATTACHMENT MARKED EXHIBIT "A"

(the "Property"); and

WHEREAS, Loaves and Fishes has caused the construction of three transitional housing units, known as **DONELSON STREET TRANSITIONAL HOUSING UNITS**, (the "Project") on the Property in order to assist in providing housing for the homeless in Escambia County, Florida; and

WHEREAS, Loaves and Fishes further desires to impose certain restrictions on the Property in order to assure that the Project based upon primary funding through the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program;

NOW THEREFORE, for and in consideration of the premises, Loaves and Fishes, for itself and its successors and assigns, hereby establishes this Declaration of Covenants and restrictions, and declares that the Property shall be held, sold and conveyed subject to the following covenants and restrictions, and to have covenanted to observe, comply with, and be bound by all such covenants and restrictions until **April 1, 2019**.

1. **Loaves and Fishes Soup Kitchen, Inc. (the "Agency"), shall for a minimum of fifteen (15) years, restrict the use of the above-described real property to transitional housing for occupancy by homeless lower-income families (defined as those families individuals whose incomes do not exceed eighty percent (80%) of the Pensacola Metropolitan Area median income, as determined by the Secretary of Housing and Urban Development, with adjustment for family size) who are receiving case management services through the Agency. The Agency shall continually maintain occupancy information, and said documentation shall be provided by the Agency to the County or its designated representative at least quarterly for the duration of this deed restriction. This property use restriction shall expire on April 1, 2019, unless the property is sold as affordable home ownership housing as described below. In the event the Agency determines that this property is no longer suitable for use as transitional housing, the Agency shall advise the Board of County Commissioners of such decision in writing, and upon approval by the Board, the property shall be sold as affordable home ownership housing to a lower income family by the Agency for a maximum sales price**

equal to $ 65,000.00, plus the cost of any improvements as documented by the Agency. The Board of County Commissioners approval of the sale shall be evidenced in a Resolution. Thereafter the Agency shall retain the proceeds from the sale, and shall utilize said funds in meeting the operational costs associated with the Agency's homeless assistance programs. The home buyer's total monthly payment including principal, interest, taxes and insurance shall not exceed thirty percent (30%) of the family's gross income to be deemed "affordable housing". Upon such documented action, and recording of the Resolution in the public records of Escambia County, Florida, the Agency's obligation to use the property for transitional housing for homeless families as cited above shall cease, and the property shall be deemed affordable homeownership housing in keeping with governing Federal and State requirements.

2. These Covenants and Restrictions shall run continuously with the Property until **April 1, 2019**.

IN WITNESS WHEREOF, Loaves and Fishes, pursuant to action of its Board of Directors, has executed this Declaration of Covenants and Restrictions, causing its name to be signed by its President and corporate seal to be affixed this ____ day of _____, 2004.

LOAVES AND FISHES SOUP KITCHEN, INC.

By:_____
President
Print Name:_____

WITNESSED:

By:_____
Print Name:_____

By:_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by _____, who is _____of Loaves and Fishes Soup Kitchen, Inc., a Florida not for profit corporation, and who has produced _____ as identification) or who is personally known to me.

_____
NOTARY PUBLIC

SEAL

Print Name_____
Commission No.:_____
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY:

Escambia County
Clerk's Original
11/16/2006/CAR II-3

TRANSITIONAL HOUSING DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of November, **2006**, by and between the **COUNTY OF ESCAMBIA,** a political subdivision of the State of Florida, hereinafter referred to as "County"; and **LOAVES AND FISHES SOUP KITCHEN, INC.,** a not for profit corporation organized under the laws of the State of Florida (Federal Identification Number 59-2494440), hereinafter referred to as "Agency"; for the sole purpose of providing Escambia/Pensacola Hurricane Housing Recovery Program (hereinafter "HHRP") funds to support development of scattered site transitional housing facilities, as defined elsewhere in this Agreement, which shall be continually used by the Agency in addressing long-term transitional housing needs of homeless families with children in Escambia County.

WITNESSETH:

WHEREAS, the County has historically provided limited financial support for improvements that provide significant public benefit for special needs populations and that meet identified community needs; and,

WHEREAS, the need for transitional housing for homeless families with children in Escambia County is identified and documented in the Escambia Consortium Homeless Continuum of Care Plan; and,

WHEREAS, the Agency is a non-profit, human service organization established for the distinct purpose of development and delivery of services addressing the needs of the homeless; and,

WHEREAS, the County received Hurricane Housing Recovery Program ("HHRP") funds from the State of Florida, Florida Housing Finance Corporation ("FHFC") for use in furtherance of its public purpose; and,

WHEREAS, a portion of said grant funding is prioritized and approved for the express purpose of assisting with development of facilities targeting special needs populations, including the homeless; and,

WHEREAS, the facilities to be developed will be utilized by the Agency to serve homeless families with children in accordance with provisions of Florida Administrative Code Rules 67-ER05 and 67-37; and,

WHEREAS, the Agency possesses the financial and managerial ability to provide for the continuing staffing, operation and maintenance of the facilities upon completion of the development process.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good valuable consideration, the parties agree as follows:

Verified By: Ortense
Date: 12/14/2006

ARTICLE I
Supervision

1. The Agency agrees to perform required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., ("NEFI"), as designated agent for Escambia County.

1.1 Initial contract managers, responsible for coordination and administration of this Agreement and attending regular meetings with the Agency, are designated as follows:

Contract Manager for County:
Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
P. O. Box 18178
Pensacola, Florida 32523
Phone: (850) 458-0466
Fax: (850) 458-0464

Contract Coordinator for Agency:
Mr. Rick Humphreys, Executive Director
Loaves and Fishes Soup Kitchen, Inc.
257 East Lee Street
P.O. Box 1303
Pensacola, Florida 32596
Phone: (850) 438-7616
Fax: (850) 434-9388

ARTICLE II
Funding

2. The County agrees to provide HHRP funds in an aggregate amount not to exceed **$120,000.00** payable solely from HHRP funds made available to the County through HHRP Program Grants as provided by FHFC.

2.1 Parties hereto agree that HHRP funds shall be paid by the County for development of facilities, as defined herein, for use by the Agency, however, no HHRP or other County funds shall be paid directly to the Agency as a result of this Agreement.

ARTICLE III
County Responsibilities

3. As the legal recipient of the HHRP funds referenced in Article II above, the County shall have final authority regarding the allowability of expenditures associated with such funds. Should the County find or declare any HHRP expenditure unallowable based upon governing HHRP Regulations at Chapter 420, Florida Statutes; Florida Housing Finance Corporation (FHFC) Administrative Rules 67-ER05 or 67-37; or regulatory policies related thereto, the County retains the right to refuse payment of HHRP funds pending receipt of determination of allowability from FHFC.

3.1 County ("NEFI") shall maintain continuous involvement throughout the facility development process including: project planning; scheduling; general oversight; facility/unit design; bid authorization and bidding procedures, construction contract review, award and final approval; ensuring complete compliance with Federal contract requirements, processing any and all payments associated with the County HHRP participation in the project, and monitoring construction contract compliance matters related to the construction of the subject transitional housing units provided in this agreement. The County's total investment in the project shall not exceed **$120,000**, or the actual development construction cost required to construct a minimum of **two (2)** single family homes, whichever is less. Said single family homes will be developed with support of the County HHRP Program on property owned by the Agency, and provided, through tenets of this Agreement, solely for the Agency's use in delivering transitional housing services for homeless families as described in Article IV Section 4.3 of this Agreement. The single family units shall be constructed to meet the needs of Agency utilizing a combination of HHRP and Agency funding. Agency agrees that it has secured additional funds to support all costs in excess of the **$120,000** in HHRP funds provided herein. By execution of this Agreement, Agency agrees to the utilization of the property and housing units in accordance with the terms and conditions stipulated herein.

3.2 The Agency and NEFI shall make every effort to complete development of the **two (2)** single family homes within a maximum of one hundred twenty (120) days of the date of this Agreement, and the Agency shall take the actions required to make the facility available for occupancy by homeless families with children within thirty (30) days thereafter. However, under no circumstances shall County or NEFI incur any liability whether legal, financial or otherwise, if the process exceeds the one hundred twenty (120) days or if the project is terminated by action of the County or Agency.

3.3 All HHRP Grant compliance matters shall be under the control of the County ("NEFI") and all project related HHRP Grant payments shall be made by the responsible fiscal officers of the County in consultation with NEFI and the Agency. However, the County shall retain final authority over the approval or denial of HHRP Grant related payments. The construction bidding process required to develop the transitional housing units shall require competitive bidding which shall be administered by the Agency under the supervision of NEFI and shall conform to all contract requirements associated with the use of HHRP funds as provided for in Administrative Rule 67-ER05. If required, the Agency shall, from its own non-HHRP financial resources, be totally responsible for selection of and payment for professional services required for facility design and development of technical specifications.

3.4 The County (NEFI) and Agency shall adhere to all applicable Federal, State and local regulations during the completion and implementation of the project.

ARTICLE IV
Agency Responsibilities

4. The Agency agrees to fully cooperate and assist the County (NEFI) in a manner prescribed by the County (NEFI), in developing the transitional housing units on property owned by the Agency, throughout the design, bidding and construction process and shall

ensure that the transitional housing units meet the needs of the Agency for the intended use specified in Article IV Section 4.3 of this Agreement. The Agency shall, prior to securing bids, provide written documentation to the County (NEFI) certifying that the transitional housing units as designed are suitable for the needs of the Agency.

4.1 The Agency's designated Contract Coordinator shall serve as liaison to County (NEFI) for purposes of implementation of this project and such representative shall continually coordinate with the County's designated Contract Managers to assure positive culmination of the project.

4.2 The Agency's Contract Coordinator or representative(s) shall participate in routine meetings, telephone conferences, and project reviews; and shall bring any project related concerns to the attention of the County Contract Managers in the most prudent manner possible. Within thirty (30) days after the approval of this Agreement the Agency shall provide clear documentation, to the satisfaction of County (NEFI), of the availability of Agency resources and financial support as necessary to ensure that the continuing operational costs for the transitional housing units will be available to the Agency upon project completion, and without further project specific funding from the County.

4.3 Following the development of the **two (2)** transitional housing units on agency owned property, the HHRP assisted transitional housing units shall be continuously utilized by the Agency expressly and solely for the provision of transitional housing for homeless families with children. For purposes of this agreement, the term "transitional housing" shall refer to a term of continuous occupancy by a HHRP eligible homeless family that does not exceed a maximum of twenty four (24) months. An eligible family is defined as a homeless or former homeless family with children under case management of the Agency and having a gross family income less than eighty percent (80%) of the Pensacola area median income adjusted for family size. Said families must be concurrently receiving case management and supportive services from the Agency to assist their return to independent living in the community. Such services shall minimally include: family and individual counseling; job orientation/job search; job readiness /job skills training; alcohol/drug abuse counseling and treatment, where warranted; parenting skills development; access to GED, vocational or similar educational opportunities; credit and consumer counseling; and other services as may be warranted based upon the individual needs of each family. Transitional housing and all related services provided to eligible families by the Agency utilizing the units developed hereunder shall be continually made available in a non-discriminatory manner to all persons. The transitional housing units to be developed through HHRP Grant and Agency resources on the property owned by the Agency shall at all times be used exclusively by the Agency for this stipulated purpose. This requirement shall be legally confirmed by recording a property use deed restriction in the official property records of Escambia County limiting the use of the facility to the purposes specified in this Agreement. Said deed restriction shall be in conformance with the document provided in **EXHIBIT I** of this Agreement, and shall be recorded prior to initiating construction of the transitional housing units financed through this Agreement. Failure of the Agency to conform to the prescribed facility use restrictions shall render this agreement null and void, resulting in the cancellation of the agreement, whereupon, the Agency shall repay the HHRP funds to the County in amounts equal to the

contribution provided hereunder; or the Agency shall obtain written County approval of an acceptable alternate use of the subject units. In this regard, for the duration of this Agreement, the County retain the exclusive right to review and approve alternate uses of the transitional housing units in accordance with the HHRP Program eligibility requirements as specified in FHFC Administrative Rule 67-ER05, and subsequent amendments thereto.

4.4 Subsequent to completion of the construction of the **two (2)** single family housing units, the HHRP assisted facility shall be owned and occupied by the Agency for utilization as detailed in Article IV Section 4.3 of this Agreement and in accordance with the general terms and conditions cited throughout this Agreement. Immediately upon completion of the construction of the facility all responsibility and liability for the ongoing day-to-day oversight, staffing, operational funding, maintenance, repair, regulatory compliance, insurance and any related obligation or requirement associated with the HHRP Grant assisted facility shall vest with the Agency. Execution of this agreement indicates the Agency's concurrence with the restrictions imposed herein.

4.5 The Agency shall initiate utilization of the transitional housing units for meeting the needs of homeless families with children not more than thirty (30) days after completion of the construction process, as documented by the issuance of a certificate of occupancy by the cognizant building official of the City of Pensacola or Escambia County, as appropriate. Such action shall include the provision of funds, licenses, insurance, certifications, staffing and approvals by the Agency as required to assure the delivery of services on a continuous basis for the purposes of serving HHRP eligible families as described in this Agreement.

4.6 The Agency is currently a chartered Florida non-profit corporation organized in accordance with Chapter 617 of the Florida Statutes. Further, Agency is recognized as a 501(c)(3) non-profit corporation by the United States Internal Revenue Service. The Agency shall maintain the foregoing status throughout the term of the Agreement. Initial documentation of Florida incorporation and IRS 501(C)(3) designation is included in **EXHIBIT II** of this Agreement. If at any time during the term of this agreement the Agency's non-profit status is terminated, withdrawn, threatened or altered in any manner, the Agency shall immediately provide written notification of such action to the County. Such change in status shall constitute a breach of this agreement, and subject said agreement to cancellation in accordance with provisions of Article VIII Section 8.1 of this Agreement.

ARTICLE V
Data Collection and Reporting

5. The Agency shall maintain accurate and timely records detailing the occupancy status of the transitional housing units at all times, including characteristics, family income, occupancy status, etc. as directed by the County ("NEFI"), and detailed in **EXHIBIT III** of this Agreement. Reporting requirements may be revised from time to time to meet data needs of the County ("NEFI").

5.1 Agency shall cooperate with NEFI in assuring that HHRP income compliance requirements are met by each family prior to occupancy of the HHRP assisted transitional housing units. Income certifications along with clear documentation of income eligibility of each family shall be provided, in writing, to NEFI prior to the occupancy of the subject units by the family. NEFI shall provide required income certification forms and training to Agency staff on a routine basis to ensure continuing compliance with HHRP eligibility restrictions.

ARTICLE VI
Continuing Facility Use and Reversion

6. Upon completion of the construction of the transitional housing units, as evidenced by a Certificate of Occupancy issued by the cognizant Building Official of the County or City of Pensacola, as appropriate, said facility shall be continuously utilized by the Agency solely for the provision of transitional housing for homeless families with children as governed by HHRP Program regulations. Said use of the HHRP Grant assisted facility shall be in accordance with provisions, terms and limitations of this Agreement. No alternate uses are implied or authorized by this Agreement. Therefore, should the Grant assisted facility cease to be used for the authorized purpose for any consecutive period exceeding sixty (60) calendar days, the Agency shall immediately notify the County of such action.

6.1 In the event the Agency ceases to use the transitional housing units for the original or an approved alternate purpose, in accordance with the property use deed restriction the Agency shall repay to the City and County all HHRP funds provided in support of the development of the transitional housing units; or the Agency shall obtain written County approval of an acceptable alternate use of the units. The County shall have the final approval authority regarding alternative uses for the transitional housing units in accordance with HHRP Administrative Rule 67-ER05 for the duration of this Agreement.

6.2 The Agency shall possess and control the transitional housing units only for the stated purpose and shall not encumber, mortgage, pledge, or otherwise endanger the Grant assisted facility provided herein without the prior express consent of the County. Said terms and conditions shall remain in effect for the full duration of this Agreement.

ARTICLE VII
Secular Use

7. Agency is an incorporated, non-profit corporation organized under the laws of the State of Florida with Internal Revenue Service ("IRS") 501(c)(3) status. The Agency functions primarily as a community and social service organization with specific emphasis upon assisting the homeless. Such purpose is stipulated in the organization's Articles of Incorporation and Corporate Charter as filed with the State of Florida Office of the Secretary of State as incorporated into **EXHIBIT II** of this Agreement. Agency shall not operate as a church, primarily religious organization, or other religious entity in carrying out the services envisioned in this Agreement.

ARTICLE VIII
Term of Agreement

8. This Agreement shall commence on the **16th** day of **November**, **2006**, and terminate exactly fifteen (15) years later, except for provisions included in Articles IV, V, VIII, IX and X of this Agreement which shall continue indefinitely, or unless terminated earlier per Section 6.1.

8.1 If Agency should fail to perform its duties as defined herein with respect to the HHRP Grant assisted facility, or should HHRP Grant funds cease to be available to the County, the County may without legal or financial liability, or recourse to Agency, terminate this agreement by providing written fifteen (15) day notification to the Agency . In the event the termination is for lack of funds, the County shall only be obligated to pay those costs incurred and approved for payment prior to the date of issuance of said termination notification to Agency, and such payments shall be made only to the extent that HHRP Grant funds are made available to the County for such purposes. Alternatively, in the event of termination for Agency's failure to perform, the County shall afford the Agency the opportunity to initiate actions to rectify the deficiency during the fifteen (15) day notification period. During this period, the County shall suspend any and all Grant payments pending successful resolution of the deficiency by the Agency, and/or seek other remedies as provided in this Agreement or provisions of law.

ARTICLE IX
Records

9. The County (NEFI) and Agency agree to maintain records specifically related to this project in such a manner as to assure proper accountability and documentation.

9.1 The County, Agency, and NEFI project specific records and accounts shall at all times be subject to inspection, review, and/or audit for a period of five (5) years following initial use of the transitional housing units by the Agency, unless such records are the subject of litigation or audit, whereupon, such records shall be maintained indefinitely pending completion of said litigation or audit. Access to such records will be provided to the County (NEFI), Florida Housing Finance Corporation (FHFC), U. S. Department of Housing and Urban Development (HUD), and/or other duly authorized parties upon request.

9.2 Agency, at its sole cost, shall annually contract the services of an Independent Certified Public Accountant to perform a complete audit of the records and accounts of the Agency. One (1) complete original of each annual audit shall be provided to the Office of the Clerk of the Circuit Court/Finance Division by the Agency for the period encompassed by this Agreement. Any questioned costs or management issues raised as a result of any audit shall be promptly addressed by the Agency, with copies of pertinent resolution responses, information or documentation relating to such issue(s) provided to the Office of the Clerk of the Circuit Court/Finance Division.

ARTICLE X
Civil Rights and Anti-Discrimination

10. The Agency accepts the terms of this Agreement, the HHRP Grant, and all related provisions included in this agreement, as the same may be amended.

10.1 All parties agree to provide Equal Employment Opportunity to all individuals regardless of sex, race, color, handicap, familial status, disability, religion, or national origin. The Agency and County shall not discriminate against any employee or applicant, because of race, religion, color, sex, national origin, disability, or familial status. The Agency and County shall take affirmative action to ensure that applicants are employed, and that employees treated during employment without regard to their race, religion, color, sex, disability, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Agency agrees to post in a conspicuous place notices setting forth the provisions of this Equal Opportunity Clause.

10.2 The Agency shall provide written reports at least monthly to the County Contract Manager, in a form and manner generally prescribed in **EXHIBIT III** of this Agreement, stipulating number of persons served, estimated racial composition of clients served, and the type of service provided through the facility, and such other and additional information as the County (NEFI) may reasonably require. Such reports shall be provided to the Contract Managers at least quarterly for the duration of this Agreement, unless written authorization to dispense with said reporting is provided to the Agency by the County Contract Managers.

10.3 All services and facilities associated with this project shall be made available by the Agency in a non-discriminatory manner. Services and access to the facility shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin. Further, the facility will be operated in strict accordance with provisions of the Americans with Disabilities Act (ADA), and shall be fully accessible to handicapped individuals during hours of operation. The Agency accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

ARTICLE XI
Insurance and Indemnification Requirements

11. The Agency shall act as independent contractor and not as employees of the County; or its designated agent, NEFI; in providing the aforementioned services. The Agency shall hold harmless Escambia County, Neighborhood Enterprise Foundation, Inc., and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, agents, and representatives from any and all claims, suits, actions, damages, liability, and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement, provided any such claim, suit, action damage, liability or expense is caused in whole or in part by an act or omission of the Agency, or the contractors, subcontractors, representatives, licensees, invitees, agents or

employees of the Agency , or employees of any of the aforementioned individuals or entities. The Agency's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

11.1 As owner of the transitional housing units, Agency shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. Commercial general liability insurance policy covering all acts of the Agency in managing and implementing the activities described herein with combined single limits of **$1,000,000**, including coverage for bodily injury, broad form property damage, personal injury, contractual liability, and independent contractors. The Agency shall purchase on forms no more restrictive than the latest editions of the Comprehensive General Liability and Business Auto policies filed by the Insurance Services Office. The County and NEFI shall be Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The County and/or NEFI shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

b. Automobile liability with combined single limits of **$500,000**, including bodily injury and property damage arising out of operation, maintenance or use of all owned, hired and non-owned vehicles.

c. All worker's compensation and employers liability insurance required by applicable Florida law, and the responsibility of coverages of the Agency.

All of the above policies shall be with carriers admitted to do business in the State of Florida. The Agency shall have certificates of insurance forwarded to:

Escambia County
Office of Risk Management
P.O. Box 1591
Pensacola, Florida 32597

The certificates shall show the County and Neighborhood Enterprise Foundation, Inc. (NEFI), as an additional insured and the certificate holder shall provide that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. If required by the County, the Agency shall furnish copies of the Agency's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the County, an ACORD 25. Any wording which would make notification of cancellation, adverse change or restriction in coverage to the County, an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Agency shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of

such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, the Agency shall, upon instructions of the County, cease all operations under the agreement until directed by the County, in writing, to resume operations.

11.2 Builders Risk Insurance Coverage. The Agency and County (NEFI) shall ensure that the Contractor completing work on the site shall carry builder's risk insurance for the duration of the construction process in an amount adequate to cover the full value of the facility including improvements made by the Contractor. The County shall be listed as loss payee by endorsement on the policy and the Certificate of Insurance and shall have the power to adjust and settle any loss.

11.3 The Agency required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Agency's coverage. The Agency's policies of coverage will be considered primary s related to all provisions of the agreement.

11.4 The Agency agrees to pay on behalf of the County and NEFI, as well as provide a legal defense for the County and NEFI, both of which will be done only if and when requested by the County and/or NEFI, for all claims as described in Article V of this agreement. Such payment on the behalf of the County or NEFI shall be in addition to any and all other legal remedies available to the County or NEFI and shall not be considered to be the County or NEFI's exclusive remedy.

11.5 The Agency and any of its associates, agents, insurers or subcontractors involved in the performance of this agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. Agency agrees to indemnify and hold harmless the County and NEFI, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Agency, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the persecution of the work defined in this agreement. Further, the Agency assumes all legal and financial liability and the direct responsibility for assuring full and complete volunteer training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this Agreement.

ARTICLE XII
Nepotism

12. The Agency agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance under this Agreement.

ARTICLE XIII
HHRP Grant Program Income

13. HHRP funds provided hereunder shall be in the form of a grant to the Agency as directly administered by the County (NEFI) and no program income will result from the project. Any rental or related income generated by the occupancy of the transitional housing units shall be used by the Agency to support operational costs of the transitional housing program.

ARTICLE XIV
Uniform Requirements

14. Agency will comply with all applicable provisions of the requirements associated with the expenditure of HHRP Grant funds as denoted in Administrative Rule 67-ER05. In executing this Agreement and the certification provided in **EXHIBIT IV** of this Agreement, Agency certifies that it shall cooperate in all actions required to fully comply with said provisions of law.

ARTICLE XIV
General Provisions

15. The Agency agrees that the contents of **EXHIBITS I, II, III and IV** are part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, the Agency agrees:

15.1 To abide by Chapter 119, Florida Statutes, as the same may be amended form time to time, and which is incorporated by reference herein;

15.2 To permit and facilitate such audits and reviews as may be required by FHFC, the Escambia County Clerk of the Circuit Court/Finance Division, designated independent auditing firm(s), or their authorized representatives as may be directed in relation to this Agreement;

15.3 To produce all documents upon request by the County, FHFC, or the authorized representatives of each;

15.4 Loaves and Fishes Soup Kitchen, Inc. functions primarily as a community and social service organization with specific emphasis upon assisting the homeless in this community, and the Agency resolves to maintain such function for the duration of this Agreement.

ARTICLE XVI
Understanding of Terms

16. This agreement constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior written agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated

except by an instrument in writing signed by all parties, except as provided under Article VI Section 6.1 above. This agreement shall not be assignable by either party without the express prior written consent of the other party hereto. Any attempt at assignment without consent shall be void and of no effect.

16.1 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

16.2 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

16.3 The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

16.4 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement under paragraph 1, above.

16.5 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: K W White
Kevin W. White, Chairman

By: Doris Harris
Deputy Clerk

(SEAL) BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL SEAL

BCC Approved: November 16, 2006

Date Executed

December 7, 2006

Approved as to form and legal sufficiency:

This document approved as to form and legal sufficiency
By
Title
Date 10-23-06

LOAVES AND FISHES SOUP KITCHEN, INC., a not for profit corporation chartered in the State of Florida, by and through its **Board of Directors**

By: _____
Name: F. W. HUMPHREYS
Title: President, Board of Directors

WITNESSED:

_____
Vanese Bumpers
Print Name

_____
Micah Danielson
Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of November 2006, by F.W. Humphreys who is President of the Board of Directors of Loves and Fishes Soup Kitchen, Inc., a not for profit corporation, who did not take an oath and who:

✓ is/are personally known to me.
___ produced current Florida driver's license as identification.
___ produced current _____ as identification.

_____
Signature of Notary Public

(Notary Seal must be affixed)

Kelli K. Thomas
Name of Notary Printed
My Commission Expires: 6-8-07
Commission Number: DD220816

Kelli K. Thomas
Commission #DD220816
Expires: Jun 08, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT I

EVIDENCE OF OWNERSHIP/CONTROL OF DEVELOMENT SITE

AND

FPROPERTY USE DEED RESTRICTION FORM FOR HHRP ASSISTED TRANSITIONAL HOUSING UNITS

Prepared by and return to:
Matthew C. Hoffman
Shell, Fleming, Davis & Menge, P.A.
226 Palafox Place 9th Floor Seville Tower
Pensacola, FL 32502
File Number: MH122.00000

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 23 day of **June, 2006** between **Robert Taylor, Jr., a married man** whose post office address is **18601 Becker Terrace, Country Club Hills, IL 60478**, grantor, and **Loaves and Fishes Soup Kitchen, Inc., a Florida corporation** whose post office address is **P. O. Box 1303, Pensacola, FL 32596**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

Lots 1 and 2, Block 40, East King Tract, East of Tarragona Street in the City of Pensacola, as per map of said City, published by Thomas C. Watson in 1884.

Parcel Identification Number: 00-0S-00-9020-001-040

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 18601 Becker Terrace, Country Club Hills, IL 60478.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And subject to taxes for the current year and later years and all valid easements and restrictions of record, if any, which are not hereby reimposed; and also subject to any claim, right, title or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas and other minerals. And grantor does warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, subject only to the exceptions set forth herein.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTime

Signed, sealed and delivered in our presence:

Witness Name: Eliza A. Taylor

Witness Name: Susan D. Taylor

Robert Taylor, Jr. (Seal)

State of Illinois
County of Cook

The foregoing instrument was acknowledged before me this 23rd day of June, 2006 by Robert Taylor, Jr., who [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

OFFICIAL SEAL
SHARON DWAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 02/05/09

Notary Public

Printed Name: Sharon Dwan

My Commission Expires: 2/5/09

RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinance Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: N. Hayne Street

Legal Address of Property: 1300 N. Hayne Street

Parcel ID: #00-0S-00-9020-001-040

The County ( ) has accepted (X) has not accepted the abutting roadway for maintenance.

This form completed by:
Matthew C. Hoffman
Shell Fleming Davis & Menge
Post Office Box 1831
Pensacola, FL 32591-1831

Dated: June 23, 2006

As to Buyers:

Loaves and Fishes Soup Kitchen, Inc.

By: Frederick W. Humphreys, President
Frederick W. Humphreys, President

Witness' Name MATTHEW C. HOFFMAN

Witness' Name KAREN TODD

As To Sellers:

Robert Taylor, Jr.

Witness' Name Eliza A. Taylor

Witness' Name Susan D. Taylor

EXHIBIT III

LOAVES & FISHES SOUP KITCHEN
Post Office Box 1303
Pensacola, Florida 32596
MATTHEW 25:40
(850) 438-7616

November 29, 2018

Escambia County Commissioner Board
221 Palafox Place
Pensacola, FL 32502

Dear Escambia County Commissioners,

Loaves and Fishes Soup Kitchen, Inc. would like to request a change of the current unit usage of the S.H.I.P./H.H.R.P. homes located at 1300 North Hayne Street, 1302 North Hayne Street, 121 South Donelson Street, 131 South Donelson Street, 141 South Donelson Street, and 151 South Donelson Street.

Prior to October 1, 2018, Loaves and Fishes Transitional Housing Program (THP) units were designated as "transitional housing for homeless families with children." The dollars used to fund the THP were reallocated in the 2017 CoC grant cycle, resulting in a loss of funding of $179,518. As a result of this loss of income, we are requesting that the families pay a $500 security deposit and a $500/month lease. The families will also assume the cost of the utilities for the units they lease. This will help facilitate affordable housing for low income families in our area. The 2018 Rent Limits released by the Florida Housing Finance Corporation for a family in the 30% income range (Extremely Low Income) for a three bedroom unit is $508/month for our area, and for a family in the 80% (Low Income) range, a three bedroom unit in Escambia County is listed as $1,357/month, which is significantly higher than what we are proposing.

Loaves and Fishes will continue to include the income limits of 80% or less of the AMI. The permanent housing program will continue to serve low-income families with children. The leases will be for a one year period, rather than being a month to month lease; however, in place of having the 24 month limit that defines transitional housing, the permanent housing program will have no set time limit.

We respectfully request that the amended contract be retroactive to October 1, 2018. Thank you so much for your time and consideration.

Sincerely,

F.W. Humphreys,
President

AMENDMENT #1
Transitional Housing Development Agreement
[Donelson Units]

THIS Amendment, made and entered into by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, "County"), FID# 59-6000598 and **LOAVES AND FISHES SOUP KITCHEN, INC.,** a not for profit corporation organized under the laws of the State of Florida ("Agency"), FID #59-2494440.

WITNESSETH:

WHEREAS, on April 1, 2004, the parties previously entered into a Transitional Housing Development Agreement for the purpose of construction of four scattered site transitional housing facilities for homeless households through the use of funds provided by the Escambia/Pensacola State Housing Initiatives Partnership Program (hereinafter referred to as "SHIP Program" or "the Program"); and

WHEREAS, Agency has requested a change in use of the units from transitional housing for homeless households to permanent housing for homeless households; and

WHEREAS, the change in use is in compliance with SHIP Program requirements and the County Local Housing Assistance Plan in place at the time; and

WHEREAS, the County and Agency now wish to amend the Agreement to allow for the change in use.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and Agency hereby agree to amend the Agreement as follows:

SECTION 1. The foregoing recitals are true and correct and incorporated herein by reference.

SECTION 2. The Agreement scope is extended to permit the use of the units for permanent housing for homeless households.

SECTION 3. All other provisions of the original Agreement and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

SECTION 4. The effective date of this Amendment shall be October 1, 2018.

SECTION 5. The Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

BY:_____
Lumon J. May, Chairman

Attest: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

BCC Approved: February 7, 2019

Escambia County Legal Department Approval:

Approved as to form and legal sufficiency.
By/Title: Asst. County Atty.
Date: Jan. 24, 2019

S E A L

Loaves and Fishes Soup Kitchen, Inc., a not for profit corporation organized under the laws of the State of Florida

WITNESSED:

By:_____

Print Name:_____

By:_____

Print Name:_____

By:_____
Rick Humphreys, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by F. W. Humphreys, who is President of Loaves and Fishes Soup Kitchen, Inc., a Florida not for profit corporation, and ( ) who has produced _____ as identification or ( ) who is personally known to me.

_____
NOTARY PUBLIC

SEAL

Print Name_____
Commission No.:_____
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:
Escambia County Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32502
850.595.0022

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS DECLARATION, is made by **LOAVES AND FISHES SOUP KITCHEN, INC.**, a Florida corporation not-for-profit (**"Loaves and Fishes"**);

WHEREAS, Loaves and Fishes owns that certain property in Escambia County, Florida, more or particularly described as follows:

AS PER ATTACHMENT MARKED EXHIBIT "A"

(the "Property"); and

WHEREAS, Loaves and Fishes has caused the construction of four housing units, known as **DONELSON STREET HOUSING UNITS**, (the "Project") on the Property in order to assist in providing housing for the homeless in Escambia County, Florida; and

WHEREAS, Loaves and Fishes further desires to impose certain restrictions on the Property based upon primary funding through the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program; and

NOW THEREFORE, for and in consideration of the premises, Loaves and Fishes, for itself and its successors and assigns, hereby establishes this Declaration of Covenants and restrictions, and declares that the Property shall be held, sold and conveyed subject to the following covenants and restrictions, and to have covenanted to observe, comply with, and be bound by all such covenants and restrictions until **April 1, 2019**.

1. **Loaves and Fishes Soup Kitchen, Inc. (the "Agency"), shall for a minimum of fifteen 15) years, restrict the use of the above-described real property to transitional or permanent housing for occupancy by homeless lower-income families (defined as those families individuals whose incomes do not exceed eighty percent (80% of the Pensacola Metropolitan Area median income, as determined by the Secretary of Housing and Urban Development, with adjustment for family size) who are receiving case management services through the Agency. The Agency shall continually maintain occupancy information, and said documentation shall be provided by the Agency to the County or its designated representative at least quarterly for the duration of this deed restriction. This property use restriction shall expire on April 19, 2019, unless the property is sold as affordable home ownership housing as described below.**

   In the event the Agency determines that this property is no longer suitable for use as transitional or permanent housing for homeless households, the Agency shall advise the Board of County Commissioners of such decision in writing, and upon approval by the Board, the property shall be sold as affordable home ownership housing to a lower income family by the Agency for a maximum sales price equal to $ 65,000, plus

the cost of any improvements as documented by the Agency. The Board of County Commissioners approval of the sale shall be evidenced in a Resolution. Thereafter the Agency shall retain the proceeds from the sale, and shall utilize said funds in meeting the operational costs associated with the Agency s homeless assistance programs. The home buyer's total monthly payment including principal, interest, taxes and insurance shall not exceed thirty percent (30%) of the family s gross income to be deemed "affordable housing". Upon such documented action, and recording of the Resolution in the public records of Escambia County, Florida, the Agency s obligation to use the property for transitional housing for homeless families as cited above shall cease, and the property shall be deemed affordable homeownership housing in keeping with governing State and HHRP requirements.

2. These Covenants and Restrictions shall run continuously with the Property until **April 1, 2019**.

IN WITNESS WHEREOF, Loaves and Fishes, pursuant to action of its Board of Directors, has executed this Declaration of Covenants and Restrictions, causing its name to be signed by its President and corporate seal to be affixed this ____ day of _____, 2019.

LOAVES AND FISHES SOUP KITCHEN, INC.,
a Florida not for profit corporation

By:_____
President
Print Name:_____

WITNESSED:

By:_____
Print Name:_____

By:_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by F. W. Humphreys, who is President of Loaves and Fishes Soup Kitchen, Inc., a Florida not for profit corporation, and who (has produced _____ as identification or ( ) who is personally known to me.

_____
NOTARY PUBLIC

SEAL

Print Name_____
Commission No.:_____
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY:

THE EAST 10 FEET OF LOT 28 AND THE WEST 20 FEET OF LOT 29, BLOCK 87, OFFICIAL RECORDS BOOK 716, AT PAGE 325, CA 97, SECTION 00, TOWNSHIP 0 SOUTH, RANGE 00 WEST, ESCAMBIA COUNTY, FLORIDA.

And

THE EAST 20 FEET OF LOT 29 AND ALL OF LOT 30, BLOCK 87, MAXENT TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.

PROPERTY ADDRESS: 121, 131, 141, and 151 DONELSON STREET
PARCEL REFERENCE NO: 000S009080300087

AMENDMENT #1
Transitional Housing Development Agreement
[Hayne Street Units]

THIS Amendment, made and entered into by and between the **COUNTY OF ESCAMBIA,** a political subdivision of the State of Florida, ("County"), FID# 59-6000598 and **LOAVES AND FISHES SOUP KITCHEN, INC.,** a not for profit corporation organized under the laws of the State of Florida ("Agency"), FID #59-2494440.

WITNESSETH:

WHEREAS, on November 16, 2006, the parties previously entered into a Transitional Housing Development Agreement for the purpose of construction of two scattered site transitional housing facilities for homeless households through the use of funds provided by the Hurricane Housing Recovery Program (hereinafter referred to as "HHRP Program" or "the Program"); and

WHEREAS, Agency has requested a change in use of the units from transitional housing for homeless households to permanent housing for homeless households; and

WHEREAS, the change in use is in compliance with HHRP Program requirements and the County Local Housing Assistance Plan in place at the time; and

WHEREAS, the County and Agency now wish to amend the Agreement to allow for the change in use.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and Agency hereby agree to amend the Agreement as follows:

SECTION 1. The foregoing recitals are true and correct and incorporated herein by reference.

SECTION 2. The Agreement scope is extended to permit the use of the units for permanent housing for homeless households.

SECTION 3. All other provisions of the original Agreement and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

SECTION 4. The effective date of this Amendment shall be October 1, 2018.

SECTION 5. The Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

BY:_____
Lumon J. May, Chairman

Attest: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

BCC Approved: February 7, 2019

Escambia County Legal Department Approval:

SEAL

Approved as to form and legal sufficiency.
By/Title: Asst. County Atty.
Date: Jan - 24. 2019

Loaves and Fishes Soup Kitchen, Inc., a not for profit corporation organized under the laws of the State of Florida

WITNESSED:

By:_____

Print Name:_____

By:_____

Print Name:_____

By:_____
Rick Humphreys, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by F. W. Humphreys, who is President of Loaves and Fishes Soup Kitchen, Inc., a Florida not for profit corporation, and ( ) who has produced _____ as identification or ( ) who is personally known to me.

_____
NOTARY PUBLIC

SEAL

Print Name_____
Commission No.:_____
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:
Escambia County Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32502
850.595.0022

AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS DECLARATION, is made by **LOAVES AND FISHES SOUP KITCHEN, INC.**, a Florida corporation not-for-profit (**"Loaves and Fishes"**);

WHEREAS, Loaves and Fishes owns that certain property in Escambia County, Florida, more or particularly described as follows:

AS PER ATTACHMENT MARKED EXHIBIT "A"

(the "Property"); and

WHEREAS, Loaves and Fishes has caused the construction of two transitional housing units, known as **HAYNE STREET TRANSITIONAL HOUSING UNITS (1300 & 1302 North Hayne Street)**, (the "Project") on the Property in order to assist in providing housing for the homeless in Escambia County, Florida; and

WHEREAS, Loaves and Fishes further desires to impose certain restrictions on the Property in order to assure that the Project based upon primary funding through the Escambia/Pensacola Hurricane Housing Recovery Program (HHRP) and executed a Declaration of Covenants and Restrictions on January 20, 2008 in Official Records Book 6281 Page 341; and

WHEREAS, Loaves and Fishes desires to modify the use of the units from Transitional Housing for homeless households to Permanent Housing for homeless households; and

WHEREAS, the Escambia County Board of County Commissioners has approved the modification of use at a meeting held on February ____, 2019; and

NOW THEREFORE, for and in consideration of the premises, Loaves and Fishes, for itself and its successors and assigns, hereby establishes this Declaration of Covenants and restrictions, and declares that the Property shall be held, sold and conveyed subject to the following covenants and restrictions, and to have covenanted to observe, comply with, and be bound by all such covenants and restrictions until **December 14, 2021**.

1. **Loaves and Fishes Soup Kitchen, Inc. (the "Agency"), shall for a minimum of fifteen (15) years, restrict the use of the above-described real property to transitional housing for occupancy by homeless lower-income families (defined as those families individuals whose incomes do not exceed eighty percent (80%) of the Pensacola Metropolitan Area median income, as determined by the Secretary of Housing and Urban Development, with adjustment for family size) who are receiving case management services through the Agency. The Agency shall continually maintain occupancy information, and said documentation shall be provided by the Agency to the County or its designated representative at least quarterly for the duration of this deed restriction. This property use restriction**

shall expire on December 14, 2021, unless the property is sold as affordable home ownership housing as described below.

In the event the Agency determines that this property is no longer suitable for use as transitional or permanent housing for homeless households, the Agency shall advise the Board of County Commissioners of such decision in writing, and upon approval by the Board, the property shall be sold as affordable home ownership housing to a lower income family by the Agency for a maximum sales price equal to $ 90,000, plus the cost of any improvements as documented by the Agency. The Board of County Commissioners approval of the sale shall be evidenced in a Resolution. Thereafter the Agency shall retain the proceeds from the sale, and shall utilize said funds in meeting the operational costs associated with the Agency's homeless assistance programs. The home buyer's total monthly payment including principal, interest, taxes and insurance shall not exceed thirty percent (30%) of the family's gross income to be deemed "affordable housing". Upon such documented action, and recording of the Resolution in the public records of Escambia County, Florida, the Agency's obligation to use the property for transitional housing for homeless families as cited above shall cease, and the property shall be deemed affordable homeownership housing in keeping with governing State and HHRP requirements.

2. These Covenants and Restrictions shall run continuously with the Property until **December 14, 2021**.

IN WITNESS WHEREOF, Loaves and Fishes, pursuant to action of its Board of Directors, has executed this Declaration of Covenants and Restrictions, causing its name to be signed by its President and corporate seal to be affixed this ____ day of _____, 2019.

LOAVES AND FISHES SOUP KITCHEN, INC.,
a Florida not for profit corporation

By:_____
President
Print Name:_____

WITNESSED:

By:_____
Print Name:_____

By:_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by F. W. Humphreys, who is President of Loaves and Fishes Soup Kitchen, Inc., a Florida not for profit corporation, and ( ) who has produced _____ as identification or ( ) who is personally known to me.

_____
NOTARY PUBLIC

Print Name_____
SEAL Commission No.:_____
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY:

LOTS 1 AND 2, BLOCK 40, EAST KING TRACT, EAST OF TARRAGONA STREET IN THE CITY OF PENSACOLA, AS PER MAP OF SAID CITY, PUBLISHED BY THOMAS C. WATSON IN 1884.

PROPERTY ADDRESS: 1300 and 1302 N. Hayne Street
PARCEL REFERENCE NO: 000S009020001040

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15584 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/07/2019
Issue: The Pensacola City Council's Representatives on the Tourist Development Council
From: Amy Lovoy, Assistant County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Pensacola City Council's Representatives on the Tourist Development Council - Amy Lovoy, Acting County Administrator

That the Board acknowledge for the Official Record, the Pensacola City Council's reappointment of Council Member P.C. Wu and the appointment of Council Member Sherri Myers to the Tourist Development Council, for a term of two years, effective December 13, 2018, through November 24, 2020.

BACKGROUND:

At the December 13, 2018, Pensacola City Council Meeting, the Council reappointed P.C. Wu and appointed Sherri Myers to the Tourist Development Council, for a term of two years, effective December 13, 2018, through November 24, 2020.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I, Part B.1, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Pensacola City Council Appointees to the TDC

City of Pensacola

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Office of the
City Clerk

January 29, 2019

Mr. Steve Hayes, President
Pensacola Visitors Information Center
1401 East Gregory Street
Pensacola, FL 32502

Dear Mr. Hayes:

This is to advise you that the Pensacola City Council has reappointed P. C. Wu; and appointed Sherri Myers as its representatives to the Escambia County Tourist Development Council, for a term of two years expiring on **November 24, 2020**. You may contact Council Members Wu and Myers or forward agenda information to the following addresses:

Residence	Residence
Sherri Myers	P. C. Wu
P.O. Box 10576	3960 Potosi Road
Pensacola, FL 32524	Pensacola, FL 32504
850-490-0054	850-477-5279
smyers@cityofpensacola.com	pcwu@cityofpensacola.com

Should you require additional information, please do not hesitate to contact me at the telephone number indicated below.

Sincerely,

Ericka L. Burnett
City Clerk

ELB/rmt

cc: Honorable P. C. Wu
Honorable Sherri Myers

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15487 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/07/2019
Issue: Escambia County Area Transit Authority Anti-Drug Use and Alcohol Misuse Policy
From: Mike Crittenden, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Adopting the Escambia County Area Transit Authority Anti-Drug Use and Alcohol Misuse Policy - Mike Crittenden, Mass Transit Director

That the Board take the following action:

A. Adopt the Resolution adopting the Escambia County Area Transit Authority Anti-Drug Use and Alcohol Misuse Policy; and

B. Authorize the Chairman to sign the Resolution.

BACKGROUND:

Pursuant to 49 C.F.R. Part 655, the Federal Transit Administration (FTA) of the U.S. Department of Transportation (DOT) requires recipients of federal transportation assistance to establish a policy establishing an anti-drug use and alcohol misuse program that includes urine drug testing and breath alcohol testing for transit employees performing safety-sensitive functions and procedures prohibiting the performance of safety-sensitive functions when there is a positive test result. The collection and testing of urine and breath specimens must further comply with the DOT drug and alcohol testing requirements set forth in 49 C.F.R. Part 40.

This Resolution will serve as documentation of the Board's formal adoption of the required Anti-Drug Use and Alcohol Misuse Policy for ECAT employees performing safety-sensitive functions.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
The Resolution was prepared by Senior Assistant County Attorney, Kristin D. Hual.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Policy
Resolution

ESCAMBIA COUNTY AREA TRANSIT

ANTI-DRUG USE AND ALCOHOL MISUSE POLICY

Effective Date:

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1.0 POLICY

The Escambia County Area Transit Authority (ECAT) is dedicated to providing safe, dependable and economical transportation services to our transit system passengers. Transit system employees are ECAT's most valuable resource, and it is ECAT's goal to provide a healthy, satisfying working environment that promotes personal opportunities for growth.

In meeting these goals, it is ECAT's policy: (1) to ensure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) to create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; (3) to prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

2.0 PURPOSE

The purpose of this policy is to ensure fitness for duty and to protect ECAT employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is also intended to comply with all applicable Federal regulations governing transportation workplace drug and alcohol programs.

Pursuant to 49 C.F.R. Part 655, the Federal Transit Administration (FTA) of the U.S. Department of Transportation (DOT) requires recipients of federal assistance to adopt a policy establishing an anti-drug use and alcohol misuse program, which includes urine drug testing and breath alcohol testing for employees performing safety-sensitive functions and procedures prohibiting the performance of safety-sensitive functions when there is a positive test result. The collection and testing of urine and breath specimens must further comply with the DOT drug and alcohol testing requirements set forth in 49 C.F.R. Part 40. In addition to the foregoing, the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§8101-8106) requires Federal grantees to establish drug-free workplace policies and report certain drug-related offenses to the granting agency. This policy incorporates these requirements for safety-sensitive employees and others when so noted.

3.0 APPLICABILITY

3.1 This policy applies to all safety-sensitive transportation employees, including contractors providing safety-sensitive functions, while any such individual is performing, ready to perform, or immediately available to perform such functions. This policy applies during lunch periods or breaks when an employee or contractor is scheduled to return to work.

A *safety-sensitive function* is any duty related to the safe operation of mass transit service including: the operation of a revenue service vehicle (whether or not the vehicle is in

revenue service); the operation of a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License (CDL); controlling dispatch; maintenance of a revenue service vehicle or equipment used in revenue service; security personnel who carry a firearm for security purposes; and any other employee who holds a Commercial Driver's License. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment. A list of safety-sensitive positions is provided in **Attachment 1**.

3.2 Proper Application of the Policy

All ECAT supervisors/managers are required to use and apply all aspects of the policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy or who is found to deliberately misuse the policy in regard to subordinates will be subject to disciplinary action, up to and including termination from employment.

3.3 Any questions regarding this policy or any other aspect of the Anti-Drug Use and Alcohol Misuse Program should contact the representatives identified in **Attachment 2.**

4.0 PROHIBITED SUBSTANCES

Prohibited substances addressed by this policy include the following:

4.1 Illegally Used Controlled Substances or Drugs

The use of any illegal drug or any substance identified in Schedules I through V of Section 202 of the *Controlled Substance Act* (21 U.S.C. 812), as further defined by 21 C.F.R. 1300.11 through 1300.15, is prohibited at all times unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, "opioids", phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legal prescribed drugs, and use of illegally obtained prescription drugs. Safety-sensitive employees will be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in this policy.

4.2 Legally Prescribed Drugs

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functions, motor skills, or judgement may be adversely affected should be reported to supervisory personnel and the employee should seek the advice of a medical professional, as appropriate, before performing work-related duties. The employee should inform any doctor that is prescribing medication that he/she performs safety-sensitive functions and is subject to FTA drug testing. A legally prescribed drug means that individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of

the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing work-related duties is prohibited. Also, the use of medical marijuana and hemp products, which present levels of drugs or drug metabolites above the DOT minimum thresholds, is considered a violation of this policy.

4.3 Alcohol

The use of alcohol or other substances containing alcohol, including any medication, mouthwash, food, candy, etc., while performing work-related duties is prohibited. The concentration of alcohol is expressed in terms of alcohol per 210 liters of breath as measured by an evidential breath-measuring device (EBT).

5.0 PROHIBITED CONDUCT

5.1 Manufacturing, Trafficking, Possession, and Use

ECAT employees are prohibited from engaging in the *unlawful* manufacture, distribution, dispensing, possession, or use of prohibited substances. Employees who violate this provision will be subject to immediate termination of employment. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

5.2 Alcohol and Drug Use

No safety-sensitive employee may report for duty or remain on duty when his/her ability to perform assigned safety-sensitive functions may be adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No safety-sensitive employee may use alcohol while on duty, in uniform, or while performing safety-sensitive functions. No safety-sensitive employee shall use alcohol within four (4) hours of reporting for duty or while on-call.

All safety-sensitive employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 C.F.R. Part 40. Violation of these provisions is prohibited and may result in discipline up to and including termination in accordance with this policy.

5.3 Refusal to Comply with Testing Requirements

All safety-sensitive employees will be subject to urine drug testing and breath alcohol testing as a condition of employment. Any safety-sensitive employee who refuses to comply with a request for testing will be removed from duty and required to comply with this policy. Any safety-sensitive employee who is suspected of providing false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection. Verification of falsifying test results may result in discipline up to and including termination in accordance with this policy.

The following will also be considered a refusal to test if the employee:

- Fails to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer;
- Fails to remain at the testing site until the testing process is complete;
- Fails to provide a urine or breath specimen for any drug test required by this policy or DOT regulations;
- In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen;
- Fails to provide a sufficient amount of urine or breath when directed, and it is determined through a required medical evaluation that there was no adequate medical explanation for the failure;
- Fails or declines to take a second test as directed by the employer or collector;
- Fails to undergo a medical examination or evaluation as directed by the Medical Review Officer (MRO) as part of the verification process or as directed by the Designated Employer Representative (DER) as part of the "shy bladder" or "shy lung" procedures;
- Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process, etc.).

6.0 TESTING PROCEDURES

6.1 Generally

All testing will be conducted in a manner so as to ensure a high degree of accuracy and reliability using techniques, equipment, and laboratory facilities that have been approved by the U.S. Department of Health and Human Service (DHHS). All testing will be conducted consistent with the procedures set forth in 49 C.F.R. Part 40. The procedures will be performed in a private, confidential manner, and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

6.2 Types of Testing

All safety-sensitive employees will be subject to pre-employment testing, reasonable suspicion testing, post-accident testing, random testing, and return-to-duty testing as provided herein consistent with the requirements of 49 C.F.R. Part 40.

6.2.1 Pre-Employment Testing

All safety-sensitive position applicants shall undergo testing prior to hire or transfer into a safety-sensitive position. Receipt of a NEGATIVE test result is required prior to employment. A POSITIVE pre-employment test result will disqualify an applicant for employment for a period of one (1) year. Evidence of the absence of dependency from a qualified Substance Abuse Professional that meets with the approval of the DOT and a NEGATIVE pre-employment test will be required prior to further consideration for employment. The cost for assessment and any subsequent treatment will be the sole responsibility of the individual/applicant.

In addition, all safety-sensitive employees who have been off-duty and not subject to random testing for ninety (90) days or more for any reason will be required to successfully

pass a pre-employment test prior to the performance of a safety-sensitive function. All employees who have been on inactive status for ninety (90) days or more (e.g. return from leave of absence, etc.) will be required to successfully complete a pre-employment/pre-transfer test before resuming active status in a safety-sensitive position.

6.2.2 Reasonable Suspicion Testing

All safety-sensitive employees may be subject to a fitness for duty evaluation, and urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances, which are consistent with the short-term effects of substance abuse or alcohol misuse. Examples of reasonable suspicion include, but are not limited to, the following:

1. Physical signs and symptoms consistent with prohibited substance use or alcohol misuse;
2. Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or other prohibited substances;
3. Occurrence of a serious or potentially serious accident that may have been caused by prohibited substance abuse or alcohol misuse; and
4. Fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operation procedures.

Reasonable suspicion referrals must be made by a supervisor who is trained to detect the signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his work performance due to possible prohibited substance abuse or alcohol misuse. An ECAT representative will transport the employee to and from the collection site.

6.2.3 Post-Accident Testing

All safety-sensitive employees will be required to undergo urine and breath testing if they are involved in an accident involving an ECAT vehicle (regardless of whether or not the vehicle is in revenue service) that results in:

- a fatality;
- injuries requiring immediate transportation to a medical treatment facility unless the operator can be completely discounted as a contributing factor to the accident;
- one or more vehicles incurring disabling damage unless the operator can be completely discounted as a contributing factor to the accident.

This includes all surviving safety-sensitive employees that operated the vehicle and any other whose performance could have contributed to the accident. The term "accident" may include incidents where an individual is injured even though there is no resulting vehicle damage.

Following an accident, the safety-sensitive employees will be tested as soon as possible, but not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. Any safety-sensitive employee involved in an accident must refrain from alcohol

use for eight (8) hours following the accident or until he undergoes a post-accident alcohol test. Any safety-sensitive employee who leaves the scene of the accident without justifiable explanation prior to submission to drug and alcohol testing will be immediately terminated from employment.

Employees tested under this provision will include not only the operations personnel, but any other covered employee whose performance could have contributed to the accident. An ECAT representative will transport the employee(s) to and from the collection site. If ECAT is unable to perform a drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), ECAT may use drug and alcohol post-accident test results administered by law enforcement officials. The law enforcement officials must have independent authority for the test, and ECAT must obtain the results in conformance with state and local law. ECAT will use the best information available at the scene of the accident to determine if a safety-sensitive employee's actions can be completely discounted as a contributing factor to the accident.

6.2.4 Random Testing

All safety-sensitive employees will be subjected to random, unannounced testing. The selection of safety-sensitive employees for random drug and alcohol testing will be made using a scientifically valid method that ensures each covered employee that they will have an equal chance of being selected each time selections are made. The random tests will be unannounced and spread throughout the year. Tests can be conducted at any time during an employee's shift. Employees are required to proceed immediately to the collection site upon notification of their random selection. An ECAT representative will transport the employee to and from the collection site.

6.2.5 Return-To-Duty Testing and Follow-up Testing

All safety-sensitive employees who previously tested positive on a drug or alcohol test must undergo return-to-duty testing and receive a NEGATIVE test result before returning to duty.

All safety-sensitive employees who previously tested positive on a drug or alcohol test will be required to undergo frequent unannounced urine and/or breath testing after returning to duty. The follow-up testing will be performed for a period of one (1) to five (5) years with a minimum of six (6) tests performed during the first year. The frequency and duration of the follow-up tests beyond the minimum will be determined by a qualified Substance Abuse Professional.

All DOT Return–to–Duty and Follow-Up tests will be under Direct Observation. (See Section 6.3.1 and **Attachment 3**.) An ECAT representative will transport the employee to and from the collection site.

6.3 Urine Specimen Drug Testing

Urine specimens will be collected using the collection method described in 49 C.F.R. Part 40. Each specimen will be accompanied by a DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the

correct individual. An initial drug screen will be conducted on the primary urine specimen. If a specimen tests POSITIVE or appears to be adulterated, substituted diluted or invalid, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed.

The test will be considered POSITIVE if the amounts present are above the minimum thresholds established in 49 C.F.R. Part 40. Prohibited drugs are listed in **Attachment 4.** The test results from the laboratory will be reported to a Medical Review Officer. The Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a verified POSITIVE test result, substitution or adulteration.

The MRO will contact the employee, notify the employee of the POSITIVE, substituted, or adulterated laboratory result, and provide the employee with an opportunity to explain the test result. The MRO will subsequently review the employee's medical history/medical records to determine whether there is a legitimate medical explanation for a POSITIVE, substituted or adulterated laboratory result.

If no legitimate medical explanation is found, the test will be verified as POSITIVE, substituted, or adulterated, and reported to the Designated Employer Representative (DER). If a legitimate explanation is found, the MRO will report the test result as NEGATIVE.

The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is NEGATIVE, the split will be discarded. If the primary is POSITIVE, the split will be retained for testing if requested by the employee through the MRO.

6.3.1 Directly Observed Urine Specimen Collection

Consistent with 49 C.F.R. §40.67(a), the employer must direct an immediate collection under direct observation (by a person of the same gender) with no advance notice to the employee if:

1. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to the employer that there was not an adequate medical explanation for the result;
2. The MRO reports to the employer that the original POSITIVE, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
3. The lab reports to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2mg but less than or equal to 5mg, and the MRO reports to the employer that a second collection must take place.

Consistent with 49 C.F.R. §40.67(b), the employer must direct a collection under direct observation of an employee if the drug test is a return-to-duty test or a follow-up test.

6.4 Alcohol Testing

Alcohol tests will be conducted in a manner consistent with the method described in 49 C.F.R. Part 40. Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath testing device (EBT) operated by a trained technician.

If the initial screening test indicates an alcohol concentration of 0.02 or greater, a second confirmation test will be performed to confirm the results of the initial test. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout along with an approved alcohol testing form will be used to document the test, the subsequent results, and to attribute the test to the correct employee.

A safety-sensitive employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will be removed from his position for eight (8) hours unless a re-test results in a concentration measure of less than 0.02. An alcohol concentration of 0.04 or greater will be considered a POSITIVE alcohol test result in violation of this policy and the requirements set forth in 49 C.F.R. Part 655 for safety-sensitive positions.

6.5 Employee Requested Split-Specimen Testing

Any employee who questions the result of a required test may request the testing of a split specimen. This test must be conducted at a different DHHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the original sample. The split sample test will occur regardless of up-front payment, but ECAT reserves the right to seek reimbursement from the employee. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 C.F.R. Part 40. The employee's request for a split sample test must be made to the MRO within 72 hours of receiving the original sample verified test result. Requests after 72 hours will only be accepted if the delay was due to documented circumstances that were beyond the control of the employee.

7.0 SUSPENSION AND TREATMENT

7.1 Suspension - (1st Occurrence)

Any employee who receives a verified POSITIVE drug test result or confirmed alcohol test above the minimum thresholds set forth in 49 C.F.R. Part 40 will be immediately suspended without pay for up to thirty (30) days. Any safety-sensitive employee who is eligible for a "second chance" must comply with the requirements of this policy as a condition for returning to duty.

Any employee who is suspended must undergo return-to-duty testing and receive a NEGATIVE test result before returning to duty. After returning to duty, the employee will also be subject to periodic follow-up testing.

7.2 Employee Evaluation/Treatment

During the suspension period, the employee must undergo an evaluation by a qualified Substance Abuse Professional and successfully complete the prescribed treatment program. A Substance Abuse Professional (SAP) is a licensed physician or certified psychologist, social worker, employee assistance professional, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse. The SAP must also have clinical experience in the diagnosis and treatment of drug and alcohol related diseases.

Following an evaluation, if the SAP concludes the employee does not require treatment or the employee successfully completes the prescribed treatment program and the employee is re-tested with a NEGATIVE result prior to the end of the thirty (30) day suspension, the employee may be permitted to return to duty.

During the suspension period, the employee may utilize available leave time in accordance with other existing policies. The employee will be responsible for any treatment costs not covered by the Employee Assistance Program (EAP) or other available insurance coverage.

Undergoing evaluation/treatment does not shield an employee from disciplinary action or guarantee employment or reinstatement with ECAT. The rules and policy manual should be consulted to determine the penalty for performance-based infractions and violations of policy provisions.

8.0 TERMINATION

Termination of employment shall result in the following cases:

A. Refusal to take tests as outlined in this policy. Employees who believe reasonable suspicion has not been sufficiently demonstrated to require a drug and/or alcohol test should, nevertheless, take the drug and/or alcohol test and then grieve the supervisor's determination of reasonable suspicion.

B. A POSITIVE test result as outlined in this policy, with the exception of the first (1st) occurrence for any given employee.

C. Two (2) POSITIVE test results, regardless of the time between the tests, even if a negative result was obtained between the positive results.

D. Any employee engaging in the unlawful manufacture, distribution, dispensing, or possession, use of prohibited substances.

9.0 INFORMATION DISCLOSURE

To be considered for employment, all applicants will be asked to consent to a background check of their previous DOT covered employer(s) over the past two years. Information requested will include:

1. Alcohol test results of 0.04 or higher alcohol concentration;
2. Verified positive drug tests;
3. Refusals to be tested (including verified adulterated or substituted drug test results);
4. Other violations of DOT agency drug and alcohol testing regulations; and
5. With respect to any employee who violated a DOT drug and alcohol regulation, documentation of the employee's successful completion of DOT return to duty requirements (including follow-up tests).

All drug and alcohol testing records will be maintained in a secure manner so that disclosure of information to unauthorized persons does not occur. Information will only be released in the following circumstances:

1. To a third party only as directed by specific, written instruction of the employee.
2. To the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on the behalf of the employee tested;
3. To a subsequent employer upon receipt of a written request from the employee;
4. To the National Transportation Safety Board during an accident investigation;
5. To the DOT or any DOT agency with regulatory authority over ECAT or any of its employees or to a state oversight agency authorized to oversee rail fixed-guideway systems;
6. To the employee, upon written request;
7. To a federal, state or local safety agency with regulatory authority over ECAT or the employee.

If a party seeks a court order to release a specimen or part of a specimen contrary to any provisions of 49 C.F.R Part 40, necessary legal steps to contest the issuance of the order will be taken.

10.0 EMPLOYEE AND SUPERVISOR TRAINING

All safety-sensitive employees will undergo a minimum of sixty (60) minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training must also include manifestations and behavioral cues that may indicate prohibited drug use.

Supervisors will also receive sixty (60) minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and sixty (60) minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

Information on the signs, symptoms, health effects and consequences of alcohol misuse is presented in **Attachment 5**.

ATTACHMENT 1
SAFETY-SENSITIVE POSITIONS

Mass Transit Director
Transit Division Manager
Program Manager/Safety & Security
Program Manager/Operations
Program Manager/Fleet Maintenance
Fleet Maintenance Supervisors
Facilities Maintenance
Parts Manager
Bus Operators
Dispatchers/Supervisors
Fleet Maintenance Technicians/Mechanics

ATTACHMENT 2
TRANSIT AUTHORITY CONTACTS

Any questions regarding this policy or the Anti-Drug and Alcohol Misuse Program should contact the following:

Program Manager ECAT
Ted Woolcock
Director of Safety and Training
1515 West Fairfield Drive
Pensacola, Florida 32501
850-595-3228 ext. 225
850-595-3222 Fax

Program Manager Escambia County
Paulette Stallworth
HR Supervisor
221 Palafox Place, Suite 200
Pensacola, Florida 32502
850-595-4926
850-595-4966 Fax

Medical Review Officer
Richard Weaver, MD
Drug Free Workplaces, Inc.
27 W. Romana St.
Pensacola, FL 32502
Certificate Number: 170723102
850-434-3782
850-434-8244 Fax

Substance Abuse Professional
John E. Bingham, ED. D
4400 Bayou Blvd.
Suite 8
Pensacola, FL 32503
850-474-9882

Substance Abuse Professional
Marci Shemaria, LMHC, CAP, SAP
Adult, Children, & Family Counseling, Inc.
1318 Dunmire St.
Suite 3
Pensacola, FL 32504
850-477-2799
850-477-2796 Fax

ATTACHMENT 3
Direct Observation: DOT Return-to-Duty & Follow-Up Drug Testing

- DOT Return-to-Duty (RTD) and Follow-Up drug tests are applicable to return-to-duty, safety-sensitive employees – truck and bus drivers, train engineers, pilots, subway operators, ship captains, & pipeline emergency response personnel, among others – who have already failed or refused to take a prior test.

- The DOT carefully considered the safety need for this mandatory Direct Observation requirement; and the United States Court of Appeals for the District of Columbia Circuit unanimously agreed that the Department's action was reasonable, justified, and constitutional.

- Conducting all DOT RTD and Follow-up tests under Direct Observation has been an employer requirement under Federal law since August 31, 2009. This includes the RTD and Follow-Up tests of employees whose initial violations of DOT rules occurred or whose series of DOT Follow-Up test began before August 31, 2009. This also includes employees determined by a Substance Abuse Professional (SAP) to require Follow-Up drug testing in addition to Follow-Up Alcohol Testing.

- Direct Observation must include a same gender observer's check for prosthetic and other devices that could be used to falsify a drug test. This check is in addition to the observer watching the employee urinate into the collection container.

- If a collector, Medical Review Officer (MRO), Third Party Administrator (TPA), or other service agent learns that a Direct Observation collection using the required procedures was not conducted, the employer must be informed.

- Upon learning that a Direct Observation collection using the required procedures was not conducted, the employer must direct the employee to have an immediate recollection under Direct Observation.

- Subsequently, MROs will follow the procedures provided in 49 U.S.C. §40.162(b) for working with multiple verified results for the same testing event.

- No other test [e.g., Pre-employment, Random] can be substituted for DOT RTD and Follow-Up Testing.

- Service Agents – such as SAPs, collectors, MROs, and TPAs – should periodically remind employers they serve that all DOT RTD and Follow-Up tests must be conducted under Direct Observation.

ATTACHMENT 4
USDOT Prohibited Drugs

1. Amphetamines
2. Cocaine
3. Marijuana
4. Opioids
5. Phencyclidine (PCP)

ATTACHMENT 5
ALCOHOL FACT SHEET

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. When consumed primarily for its physical and mood-altering effects, it is considered substance abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

Signs and Symptoms of Use:

- Dulled mental processes
- Lack of coordination
- Odor of alcohol on breath
- Possible constricted pupils
- Sleepy or stuporous condition
- Slowed reaction rate
- Slurred speech

Health Effects:
The chronic consumption of alcohol (average of three servings per day of beer [12-ounces], whiskey [1-ounce], or wine [6-ounce glass]) over time may result in the following health hazards:

- Decreased sexual functioning
- Dependency (up to 10% of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed "alcoholic")
- Fatal liver diseases
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- Kidney disease
- Pancreatitis
- Spontaneous abortion and neonatal mortality
- Ulcers
- Birth defects (up to 54% of all birth defects are alcohol related)

Social Issues:

- People who drink prior to a crime commit two-thirds of all homicides.
- 2-3% of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetimes.
- The rate of separation and divorce in families with alcohol dependency problems is 7 times the average.
- 40% of family court cases are alcohol related.
- Alcoholics are 15 times more likely to commit suicide than are other segments of the population.

- More than 60% of burns, 40% of falls, 69% of boating accidents, and 76% of private aircraft accidents are alcohol related.

The Annual Toll:

- 24,000 people will die on the highway due to the legally impaired driver.
- 12,000 more will die on the highway due to an impaired driver.
- 15,800 will die in non-highway accidents.
- 30,000 will die due to alcohol-related liver disease.
- 10,000 will die due to alcohol-induced brain disease or suicide.
- Up to another 125,000 will die due to alcohol-related conditions or accidents.

Workplace Issues:

- It takes one hour for the average person (150 pounds) to process one alcoholic beverage.
- Impairment in coordination and judgment can be objectively measured after consuming as few as two alcoholic beverages.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

RESOLUTION NUMBER R2019-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA ADOPTING THE ESCAMBIA COUNTY AREA TRANSIT AUTHORITY ANTI-DRUG USE AND ALCOHOL MISUSE POLICY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Area Transit Authority was created as a dependent special district of Escambia County, Florida for the purpose of providing public transportation in Escambia County; and

WHEREAS, Escambia County, Florida has the authority to apply for and accept federal transportation assistance from the Federal Transit Administration of the U.S. Department of Transportation; and

WHEREAS, pursuant to 49 C.F.R. Part 655, the Federal Transit Administration of the U.S. Department of Transportation requires all recipients of federal transportation assistance to adopt an anti-drug use and alcohol misuse policy for transit employees performing safety-sensitive functions; and

WHEREAS, the Board desires to adopt a policy establishing an anti-drug use and alcohol misuse program for transit employees performing safety-sensitive functions as set forth herein.

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

Section 1. The above stated recitals are true and correct and incorporated herein.

Section 2. The Board of County Commissioners of Escambia County, Florida hereby adopts the *Escambia County Area Transit Authority Anti-Drug Use and Alcohol Misuse Policy*, attached hereto as **Exhibit A**.

Section 3. This Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this _____day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 1/24/19

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15492 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/07/2019
Issue: Request for Disposition 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 for the Office of the Clerk of Circuit Court and Comptroller - Pam Childers, Clerk of the Circuit Court and Comptroller

That the Board approve the Request for Disposition of Property Form for the Office of Clerk of the Circuit Court and Comptroller, for property which is to be auctioned or disposed of properly, all which is described on the Form with the Agency and reason stated.

BACKGROUND:

Escambia County policy establishes the procedure 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

Attachments

Clerk Dispositon of Property

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: CLERK OF COURT & COMPTROLER COST CENTER NO: _____

PAM CHILDERS, CLERK & COMPTROLLER DATE: 1/7/19

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kara B. Cowen 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
y	44544	FILE CABINET	N/A		2006	OBSOLETE
Y	50082	SIDEWINDER FILE CABINET-GRAY	N/A		2002	OBSOLETE
Y	53743	SAVIN COPIER	K4655000061	4075	2005	OBSOLETE
Y	56627	BIZHUB COPIER	57BE36428	600	2008	OBSOLETE

Disposal Comments: Items are no longer in service and/or are not cost effective to continue service maintenance contracts. Auction or send to Electronic recycling program.

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): Pam Childers

Director (Print Name): Pam Childers, Clerk & 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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15561 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/07/2019
Issue: Disposition Of Property
From: Shawn Fletcher, IT Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - Shawn Fletcher, Information Technology Department Director

That the Board approve the 22 Request for Disposition of Property Forms for the Information Technology Department for all items of equipment, which are described and listed on the Request Forms, with reason for disposition stated. The items are to be 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 County Property

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Information Technology Division will remove the property tag and return the tag and signed Disposition to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the Information Technology Department's inventory.

Attachments

DispositionRequest01
DispositionRequest02
DispositionRequest03
DispositionRequest04
DispositionRequest05
DispositionRequest06
DispositionRequest07
DispositionRequest08
DispositionRequest09
DispositionRequest10
DispositionRequest11
DispositionRequest12
DispositionRequest13
DispositionRequest14
DispositionRequest15
DispositionRequest16
DispositionRequest17
DispositionRequest18
DispositionRequest19
DispositionRequest20
DispositionRequest21
DispositionRequest22

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 12/27/2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:09:24 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	44272	Switch Chasis	3999429	28200	1996	Obsolete/Bad
Y	44333	Data Rack	--	84"	1996	Obsolete/Bad
Y	44873	Modem Rack	--	ZDK Rack	1996	Obsolete/Bad
Y	46666	IBM Laptop	78GBx04	TP380X	1998	Obsolete/Bad
Y	47927	Telephone Console	39503	40D	1999	Obsolete/Bad
Y	47928	Telephone Console	39525	120D#1	1999	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 12/27/2018 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:11:42 -06'00'

Date: 12/27/2018

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sjfletch@myescambia.com, c=US Date: 2019.01.25 13:32:47 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 12/27/2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:19:07 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	47929	Telephone Console	39506	40D	1999	Obsolete/Bad
Y	47930	Telephone Console	39523	120D#1	1999	Obsolete/Bad
Y	51166	Dell Computer	GPWKW11	GX260	2002	Obsolete/Bad
Y	51234	Flat Panel Monitor	--	2000FP	2002	Obsolete/Bad
Y	51235	Flat Panel Monitor	--	2000FP	2002	Obsolete/Bad
Y	51236	Flat Panel Monitor	2990E9L	2000FP	2002	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 12/27/2018 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:19:37 -06'00'

Date: 12/27/2018

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.01.25 13:31:41 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 12/27/2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:20:35 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	51238	Flat Panel Monitor	--	2000FP	2002	Obsolete/Bad
Y	51239	Flat Panel Monitor	29C014L	2000FP	2002	Obsolete/Bad
Y	51531	Dell Computer	29ND321	Optiplex 260	2002	Obsolete/Bad
Y	52084	Dell Computer	H5QDZ21	Optiplex 260	2003	Obsolete/Bad
Y	52098	Dell Computer	DG3K031	Optiplex SX260	2003	Obsolete/Bad
Y	52330	Telephone	117534	Optiplex SX260	2003	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 12/27/2018 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:21:12 -06'00'

Date: 12/27/2018

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.01.25 13:28:52 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 12/27/2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:22:17 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	52331	Telephone	35859	Tone Commander	2003	Obsolete/Bad
Y	52538	Dell Computer	DJ53P21	2350	2003	Obsolete/Bad
Y	53080	Server	E0C6C	7029-142	2004	Obsolete/Bad
Y	53969	Dell Computer	DKC3M71	Optiplex SX280	2005	Obsolete/Bad
Y	53997	Dell Computer	9D94M71	Optiplex SX280	2005	Obsolete/Bad
Y	54041	Dell Computer	52J1P71	Optiplex SX280	2005	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 12/27/2018 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:22:53 -06'00'

Date: 12/27/2018

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.01.25 13:26:59 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 01/23/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:23:46 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54048	KVM Switch	--	--	2005	Obsolete/Bad
Y	54119	Dell Computer	2T83181	Optiplex SX280	2005	Obsolete/Bad
Y	54144	Cisco Switch	--	--	2005	Obsolete/Bad
Y	54180	Printer	TH4C04407Y	Inkjet 2800	2005	Obsolete/Bad
Y	54546	Dell Computer	--	--	2005	Obsolete/Bad
Y	54551	Dell Copmuter	CKW8N81	Optiplex SX280	2005	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 01/23/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:27:00 -06'00'

Date: 01/23/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sjfletch@myescambia.com, c=US Date: 2019.01.25 13:25:57 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 01/23/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:27:43 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54561	Dell Computer	9MW8N81	Optiplex SX280	2005	Obsolete/Bad
Y	54869	Dell Laptop	JD17091	Latitude D510	2006	Obsolete/Bad
Y	54698	Dell Computer	7L9W591	Optiplex GX620	2006	Obsolete/Bad
Y	54704	HP Printer	CNGYF00486	Laserjet 4345X	2006	Obsolete/Bad
Y	54758	Optiplex GX620	44T7D91	Optiplex GX620	2006	Obsolete/Bad
Y	54768	UPS Rack Mount	--	3000VA	2006	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 01/23/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:28:22 -06'00'

Date: 01/23/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sjfletch@myescambia.com, c=US Date: 2019.01.25 13:25:04 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 01/23/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:29:08 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54921	Dell Server	BQC6Y91	2800	2006	Obsolete/Bad
Y	55038	Dell Laptop	BQ724B1	Latitude 120L	2006	Obsolete/Bad
Y	55041	KVM Switch	--	--	2006	Obsolete/Bad
Y	55165	Cisco Switch	CAT10272JSM	3750	2006	Obsolete/Bad
Y	55166	Cisco Switch	CAT1027ZJ7A	3750	2006	Obsolete/Bad
Y	55167	Cisco Switch	CAT1027CJ4W	3750	2006	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 01/23/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:29:38 -06'00'

Date: 01/23/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.01.25 13:24:13 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 01/23/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:31:02 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55284	Dell Server	56H7RB1	Poweredge 4210	2006	Obsolete/Bad
Y	55314	Command System	016170706F	023-1005	2006	Obsolete/Bad
Y	55358	Dell Laptop	BPYFRB1	Latitude D820	2006	Obsolete/Bad
Y	55359	Dell Computer	JFVFTB1	Optiplex HX620	2006	Obsolete/Bad
Y	55469	Dell Server	GQ4ZZB1	Poweredge 6850	2006	Obsolete/Bad
Y	55485	Dell Laptop	97WP3C1	Precision M65	2006	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 01/23/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:31:51 -06'00'

Date: 01/23/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.01.25 13:23:10 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 01/23/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:32:56 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55529	Dell Computer	94R36C1	Optiplex GX620	2006	Obsolete/Bad
Y	55530	Dell Computer	9YQ36C1	Optiplex GX620	2006	Obsolete/Bad
Y	55552	Dell Laptop	119G8C1	Latitude D520	2007	Obsolete/Bad
Y	55587	Dell Computer	FHJM9C1	Optiplex GX620	2007	Obsolete/Bad
Y	55679	Dell Computer	BNYJFC1	Optiplex 745	2007	Obsolete/Bad
Y	55899	Dell Computer	5209SC1	Optiplex 745	2007	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 01/23/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:34:01 -06'00'

Date: 01/23/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sjfletch@myescambia.com, c=US Date: 2019.01.25 13:22:09 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 01/23/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:34:45 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55904	Dell Server	H7LOTC1	Poweredge 6850	2007	Obsolete/Bad
Y	55908	Dell Computer	16TFXC1	Optiplex 745	2007	Obsolete/Bad
Y	56016	Dell Computer	7HBX4D1	Optiplex 745	2007	Obsolete/Bad
Y	56456	Projector	AVQV73200506	IN10	2007	Obsolete/Bad
Y	56457	Projector	AVQV73200454	IN10	2007	Obsolete/Bad
Y	56488	Telephone System	63690	MICS 032	2007	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 01/23/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:35:16 -06'00'

Date: 01/23/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sjfletch@myescambia.com, c=US Date: 2019.01.25 13:21:11 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 01/23/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:36:06 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56700	Dell Computer	51N3RD1	Optiplex 745	2007	Obsolete/Bad
Y	56701	Dell Computer	71N3RD1	Optiplex 745	2007	Obsolete/Bad
Y	56751	Dell Computer	GVL2SD1	Optiplex 745	2007	Obsolete/Bad
Y	56816	Dell Server	2BDC1F1	Poweredge 860	2007	Obsolete/Bad
Y	56995	Dell Computer	D4JPGF1	Optiplex 755	2008	Obsolete/Bad
Y	56996	Dell Computer	74JPGF1	Optiplex 755	2008	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 01/23/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:36:33 -06'00'

Date: 01/23/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.01.25 09:56:12 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 01/23/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:37:38 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55756	Cisco Switch	FOC1103ZEJL	3750	2007	Obsolete/Bad
Y	55778	Cisco Switch	FOC1105Z2CW	3560	2007	Obsolete/Bad
Y	56708	Cisco Switch	FOC1130Y3UW	3560	2007	Obsolete/Bad
Y	57038	Dell Server	7VTNRF1	Poweredge 6850	2008	Obsolete/Bad
Y	57316	Dell Laptop	41N77G1	Latitude D530	2008	Obsolete/Bad
Y	57320	Dell Computer	HJT87G1	Optiplex 755	2008	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 01/23/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:38:03 -06'00'

Date: 01/23/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.01.25 09:54:56 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 01/23/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:41:59 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	57322	Dell Laptop	C29G7G1	Latitude D530	2008	Obsolete/Bad
Y	57789	Comp Laptop	SY7041603193	Longitude 713R	2008	Obsolete/Bad
Y	57791	Comp Laptop	SY7111603566	Longitude 713R	2008	Obsolete/Bad
Y	57811	Panasonic Laptop	8GKSB78986	Toughbook 74	2008	Obsolete/Bad
Y	57822	Panasonic Laptop	8GKSB78937	Toughbook 74	2008	Obsolete/Bad
Y	57871	Dell Laptop	6STJ5H1	Latitude D530	2008	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 01/23/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:43:15 -06'00'

Date: 01/23/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sjfletch@myescambia.com, c=US Date: 2019.01.25 09:53:41 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 01/23/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:44:09 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	57866	Dell Laptop	CXPWDH1	Latitude D530	2008	Obsolete/Bad
Y	57891	Dell Laptop	DWFTDH1	Latitude D530	2008	Obsolete/Bad
Y	57921	Switch	--	180AS	2008	Obsolete/Bad
Y	58006	Dell Laptop	972PQH1	Latitude D6400	2008	Obsolete/Bad
Y	58025	Panasonic Laptop	8JKSB14875	Toughbook U7500	2008	Obsolete/Bad
Y	58136	Computer	3BGS3B1	Precision 740	2008	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 01/23/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:46:29 -06'00'

Date: 01/23/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.01.25 09:52:43 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 01/23/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:47:18 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	58173	Dell Laptop	9N9L3B1	Latitude D610	2008	Obsolete/Bad
Y	58181	Dell Laptop	CC073B1	Latitude 610	2008	Obsolete/Bad
Y	58400	Dell Computer	8VNBDK1	Optiplex 760	2009	Obsolete/Bad
Y	58735	Dell Laptop	GTKB8L1	Latitude 5510	2010	Obsolete/Bad
Y	58770	Dell Laptop	2R955N1	Latitude 5510	2010	Obsolete/Bad
Y	58774	Dall Laptop	4R955N1	Latitude 5510	2010	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 01/23/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:47:44 -06'00'

Date: 01/23/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.01.25 09:50:16 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 01/23/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:48:26 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	58777	Dell Laptop	JQ955N1	Latitude 5510	2010	Obsolete/Bad
Y	58893	Dell Laptop	JS5T9N1	Latitude 5510	2010	Obsolete/Bad
Y	58907	Dell Laptop	17KNWM1	Latitude 5510	2010	Obsolete/Bad
Y	58917	Dell Laptop	5YJNWM1	Latitude 5510	2010	Obsolete/Bad
Y	58930	Dell Laptop	18INWMI	Latitude 5510	2010	Obsolete/Bad
Y	58934	Dell Laptop	98JNWM1	Latitude 5510	2010	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 01/23/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:49:36 -06'00'

Date: 01/23/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.01.25 09:49:13 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 01/23/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:50:36 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	58936	Dell Laptop	J7JNWM1	Latitude 5510	2010	Obsolete/Bad
Y	58940	Dell Laptop	96JNWM1	Latitude 5510	2010	Obsolete/Bad
Y	58946	Dell Laptop	3ZJNWM1	Latitude 5510	2010	Obsolete/Bad
Y	58950	Dell Laptop	F7JNWM1	Latitude 5510	2010	Obsolete/Bad
Y	58954	Computer Workbench	--	--	2010	Obsolete/Bad
Y	58965	Dell Laptop	HCD2TN1	Precision M6500	2010	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 01/23/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:51:02 -06'00'

Date: 01/23/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sjfletch@myescambia.com, c=US Date: 2019.01.25 09:48:09 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 01/23/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:52:18 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	58495	Access Point	--	4940AP	2009	Obsolete/Bad
Y	58496	Wan Equip	--	4940SM	2009	Obsolete/Bad
Y	55881	Cisco Switch	FOC1101Y39H	Catalyst 3560	2007	Obsolete/Bad
Y	55880	Cisco Switch	FOC1101Y3A1	Catalyst 3560	2007	Obsolete/Bad
Y	57323	Cisco Switch	FOC1216W592	Catalyst 2960	2008	Obsolete/Bad
Y	61290	Dell Laptop	DBC7H12	Latitude 5540	2014	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 01/23/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:52:44 -06'00'

Date: 01/23/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.01.25 09:47:14 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 01/23/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:53:25 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	60352	Dell Laptop	9WPJJX1	Latitude 6230	2013	Obsolete/Bad
Y	58901	Dell Laptop	JYJNWM1	Latitude 5510	2010	Obsolete/Bad
Y	62676	Printer	4Z3J154400153	Z31ZXP	2016	Obsolete/Bad
Y	63007	Microsoft Surface	059527762353	Surface 4	2016	Obsolete/Bad
Y	59474	Dell Tablet	JVLLRR1	Latitude ST	2012	Obsolete/Bad
Y	58911	Dell Laptop	D6JNWM1	Latitude 5510	2010	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 01/23/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:53:54 -06'00'

Date: 01/23/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sjfletch@myescambia.com, c=US Date: 2019.01.25 13:34:39 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 01/23/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:54:34 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	60088	Dell Laptop	F7GHVV1	Latitude 5520	2012	Obsolete/Bad
Y	59957	Getac Rugged Laptop	RC639S0321	S400	2012	Obsolete/Bad
Y	59977	Getac Rugged Laptop	RC639S0256	S400	2012	Obsolete/Bad
Y	58247	TV Studio Equipment	--	--	2009	Obsolete/Bad
Y	60196	TV Production Equipment	--	--	2012	Obsolete/Bad
Y	55019	Projector	AMRV54800006	GEN205	2006	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 01/23/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:55:02 -06'00'

Date: 01/23/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sjfletch@myescambia.com, c=US Date: 2019.01.25 13:35:39 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 01/23/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:55:45 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	61952	Amplifiers	--	AT-HDCAT-8	2014	Obsolete/Bad
Y	61953	Amplifiers	--	AT-HDCAT-8	2014	Obsolete/Bad
Y	54977	Dell Server	53YN1B1	Poweredge 850	2006	Obsolete/Bad
Y	55282	Dell Server	6JT8QB1	Poweredge 850	2006	Obsolete/Bad
Y	54838	IBM Server	10-0DC4A	9115-505	2006	Obsolete/Bad
Y	54837	IBM Server	10-0DC6A	9115-505	2006	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 01/23/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:56:17 -06'00'

Date: 01/23/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.01.25 13:36:35 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 01/23/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:12:35 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53132	Server	10-27288	7014-142	2004	Obsolete/Bad
Y	54825	Server	10-FC4D	7029-6C3	2006	Obsolete/Bad
Y	53132	Server	10-27288	7014-142	2004	Obsolete/Bad
Y						Obsolete/Bad
Y						Obsolete/Bad
Y						Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 01/23/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.01.24 16:13:05 -06'00'

Date: 01/23/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sjfletch@myescambia.com, c=US Date: 2019.01.25 13:37:28 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 02/07/2019

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-15428 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/07/2019
Issue: Request for Disposition of Property
From: Wes Moreno, Director, Public Works
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Public Works Department, Fleet Maintenance Division - Wes Moreno, Public Works Department Director

That the Board approve the Request for Disposition of Property Form for the Public Works Department, Fleet Maintenance Division, listing one item, which is described and listed on the Form with reason for disposition stated. The listed item has been found to be of no further use to the County; thus, it is requested that it may be disposed of properly and scrapped. The Request Form has been signed by all applicable authorities.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request of Disposition of Property form has been checked, declared to be obsolete and/or of no use to the county, and suitable to be auctioned and/or scrapped.

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 B-1,2 Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Disposition of Property Form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ROAD DEPARTMENT COST CENTER NO: 210402

Maribelle Van Brussel DATE: 1/2/19

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 937-2123

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	51446	ROLL OFF CONTAINER	679058		2002	POOR
						POOR

Disposal Comments: RUSTED HOLES. CANNOT BE USED. NEEDS TO BE SCRAPPED

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: 1/2/19

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-15541 **County Administrator's Report 12. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/07/2019
Issue: Conveyance of a Utility Easement and Deed to Emerald Coast Utilities Authority
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of a Utility Easement and Deed to Emerald Coast Utilities Authority for Lift Station #106 - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the conveyance of a Utility Easement and Deed to Emerald Coast Utilities Authority (ECUA) for Lift Station #106:

A. Approve the 20-foot wide utility easement, beginning approximately 50 feet south of El Dorado Drive and extending 200 feet to the southeast corner of the County-owned parcel (containing 0.26 acre more or less);

B. Adopt the Resolution authorizing the conveyance, by Deed, of the property that surrounds the lift station area (containing 0.05 acres more or less); and

C. Authorize the Chairman or Vice Chairman to sign the necessary documents granting the Utility Easement and Deed to Emerald Coast Utilities Authority (ECUA).

This parcel is located in Commission District 1.

[Funding source: All costs associated with accepting and recording all documents will be borne by ECUA]

BACKGROUND:

Emerald Coast Utilities Authority (ECUA) has a lift station located on a County-owned parcel (12-2S-31-2000-004-004) located in Carracres West Unit Two. The parcel was dedicated to the County in the Carracres West Unit Two plat. ECUA has an existing sewer main and lift station located on the parcel, without any recorded Easements. ECUA would like to obtain a 20-foot Utility Easement, 0.26 acres more or less, for the sewer line and a 50-foot x 50-foot area, 0.05 acres more or less, for the lift station.

Per ECUA, the gravity line and lift station reside in the confines of a Gulf Power 200-foot Easement; however, the Gulf Power Easement does not contain any language about being exclusive or having any rights to exclude.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Deed, Resolution, and Utility Easement were approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the requirements of Section 46-139, Escambia County Code of Ordinances and Section 125.38, Florida Statutes.

IMPLEMENTATION/COORDINATION:

Upon Board approval and execution of the documents by the Chairman, county staff will transfer the documents to ECUA for acceptance and recording in the public records of Escambia County, Florida. County staff will continue to coordinate with ECUA in meeting their requirements for this Easement.

Attachments

Resolution
Deed
Easement
Aerial Map - ECUA Lift Station 106

RESOLUTION R2019-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO THE EMERALD COAST UTILITIES AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a parcel of real property (Property) located in Escambia County, Florida, more particularly described in Exhibit A; and

WHEREAS, the Emerald Coast Utilities Authority (ECUA) has requested that the County convey the Property to it for use as a lift station site; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the public to convey the Property to ECUA under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to ECUA is authorized pursuant to Section 125.38, Florida Statutes; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, Florida:

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The County shall convey the Property to ECUA for the recited consideration of One Dollar ($1.00), with all costs associated with accepting the deed and easement and recording them in the public records being borne by ECUA.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Jan. 24 2019

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 _____ day of _____ 2019, 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 the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, of the State of Florida, whose address is 9255 Sturdevant Street, Pensacola, Florida 32514 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar ($1.00), 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 described land in Escambia County, Florida, together with any improvements:

See attached Exhibit A (Property).
A portion of Parcel Identification Number 12-2S-31-2000-004-004

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2019 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.

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

_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: SGWest
Title: Asst. County Attorney
Date: Jan 24 2019

Exhibit "A"

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400 Fax 850.438.0448
EB 00009657 LB 7916

DESCRIPTION AND SKETCH

PREPARED FOR: EMERALD COAST UTILITIES AUTHORITY

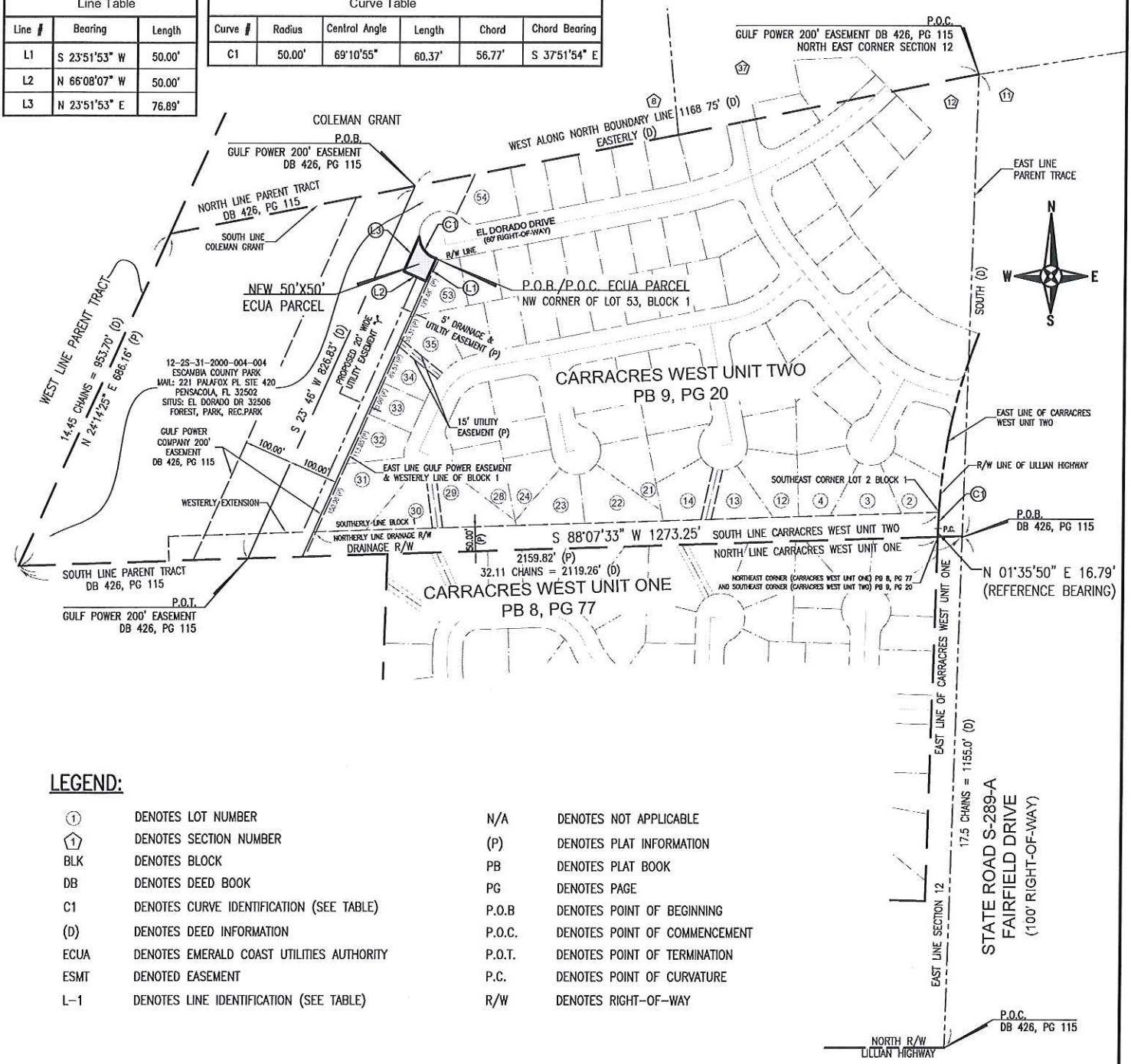
REQUESTED BY: EMERALD COAST UTILITIES AUTHORITY

50'x50' ECUA PARCEL

PROJECT:	2013.116
FIELD SURVEY DATE:	N/A
SECTION:	12
TOWNSHIP:	2 SOUTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

Line Table		
Line #	Bearing	Length
L1	S 23°51'53" W	50.00'
L2	N 66°08'07" W	50.00'
L3	N 23°51'53" E	76.89'

Curve Table					
Curve #	Radius	Central Angle	Length	Chord	Chord Bearing
C1	50.00'	69°10'55"	60.37'	56.77'	S 37°51'54" E



LEGEND:

(1)	DENOTES LOT NUMBER	N/A	DENOTES NOT APPLICABLE
(1)	DENOTES SECTION NUMBER	(P)	DENOTES PLAT INFORMATION
BLK	DENOTES BLOCK	PB	DENOTES PLAT BOOK
DB	DENOTES DEED BOOK	PG	DENOTES PAGE
C1	DENOTES CURVE IDENTIFICATION (SEE TABLE)	P.O.B	DENOTES POINT OF BEGINNING
(D)	DENOTES DEED INFORMATION	P.O.C.	DENOTES POINT OF COMMENCEMENT
ECUA	DENOTES EMERALD COAST UTILITIES AUTHORITY	P.O.T.	DENOTES POINT OF TERMINATION
ESMT	DENOTED EASEMENT	P.C.	DENOTES POINT OF CURVATURE
L-1	DENOTES LINE IDENTIFICATION (SEE TABLE)	R/W	DENOTES RIGHT-OF-WAY

ADDRESS: N/A

SEE SHEET 2 OF 2 FOR DESCRIPTION

REVISIONS			
NO.	BY	DESCRIPTION	DATE
1	MAN	ADDRESS COMMENTS FROM COUNTY	8/08/2018

THE DESCRIPTION AND SKETCH SHOWN HEREON WAS PREPARED IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 & 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Mark A. Norris

MARK A. NORRIS
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. 6211

3/22/18

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CHECKED BY:	MAN
SCALE:	1" = 300'
F.B. N/A PAGE	N/A
DRAWN BY:	ANC
SHEET:	1 OF 2

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400 Fax 850.438.0448
EB 00009657 LB 7916

DESCRIPTION AND SKETCH

PREPARED FOR: EMERALD COAST UTILITIES AUTHORITY

REQUESTED BY: EMERALD COAST UTILITIES AUTHORITY

50'x50' ECUA PARCEL

PROJECT:	2013.116
FIELD SURVEY DATE:	N/A
SECTION:	12
TOWNSHIP:	2 SOUTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

A 50' x 50' PARCEL LYING WITHIN A STRIP OF LAND 200 FEET IN WIDTH UPON THE FOLLOWING DESCRIBED PROPERTY:

DESCRIPTION: DEED BOOK 426, PAGE 115

THAT PORTION OF SECTION TWELVE (12), TOWNSHIP TWO (2) SOUTH, RANGE THIRTY-ONE (31) WEST DESCRIBED AS FOLLOWS: BEGIN SEVENTEEN AND FIVE-TENTHS (17.5) CHAINS ON EAST LINE OF SECTION AND NORTH SIDE OF RIGHT-OF-WAY OF LILLIAN HIGHWAY FOR POINT OF BEGINNING, THENCE ANGLE TO THE LEFT 94 ½ DEGREES AND RUN THIRTY-TWO AND ELEVEN ONE-HUNDREDTHS (32.11) CHAINS TO A STAKE, THENCE ANGLE RIGHT AND NORTH 20 DEGREES AND RUN FOURTEEN AND FORTY-FIVE ONE-HUNDREDTHS (14.45) CHAINS TO THE SOUTH LINE OF THE COLEMAN GRANT THENCE ANGLE TO RIGHT 57 DEGREES AND RUN EASTERLY TO NORTH-EAST CORNER OF SAID SECTION, THENCE SOUTH ON SECTION LINE TO POINT OF BEGINNING, CONTAINING FIFTY (50) ACRES MORE OR LESS.

SAID STRIP IS DESCRIBED AS FOLLOWS:

ONE HUNDRED FEET (100') ON EACH SIDE OF A CENTERLINE AND A CONTINUATION THEREOF, SAID CENTERLINE TO BEGIN AT A POINT ON THE NORTH BOUNDARY OF THE ABOVE DESCRIBED PROPERTY DETERMINED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION TWELVE (12) RUN WEST ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF ONE THOUSAND ONE HUNDRED SIXTY-EIGHT AND SEVENTY-FIVE ONE-HUNDREDTHS FEET (1,168.75') TO THE POINT OF BEGINNING OF SAID CENTERLINE, THENCE FROM SAID POINT OF BEGINNING RUN SOUTH 23 DEGREES 46 MINUTES WEST A DISTANCE OF EIGHT HUNDRED TWENTY-SIX AND EIGHTY-THREE ONE-HUNDREDTHS FEET (826.83') MORE OR LESS TO A POINT ON THE SOUTH BOUNDARY OF THE ABOVE DESCRIBED PROPERTY.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION:

50' x 50' ECUA PARCEL

COMMENCE AT THE NORTHWEST CORNER OF LOT 53, BLOCK 1, CARRACRES WEST UNIT TWO, AS RECORDED IN PLAT BOOK 9, AT PAGE 20, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE PROCEED SOUTH 23°51'53" WEST ALONG THE WESTERLY LINE OF SAID LOT 53, BLOCK 1 FOR A DISTANCE OF 50.00 FEET; THENCE DEPARTING SAID WEST LINE PROCEED NORTH 66°08'07" WEST FOR A DISTANCE OF 50.00 FEET; THENCE PROCEED NORTH 23°51'53" EAST FOR A DISTANCE OF 76.89 FEET TO A POINT ON THE CURVED RIGHT-OF-WAY (R/W) OF EL DORADO DRIVE (60' R/W), SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVED R/W (DELTA ANGLE=69°10'55", CHORD BEARING AND DISTANCE OF SOUTH 37°51'54" EAST, 56.77 FEET) FOR A DISTANCE OF 60.37 FEET TO THE NORTHWEST CORNER OF THE AFORESAID LOT 53 AND THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.05 ACRES MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE EAST LINE OF THE RECORD PLAT OF CARRACRES WEST UNIT TWO, AS RECORDED IN PLAT BOOK 9, AT PAGE 20 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. MEASUREMENTS AS SHOWN HEREON ARE TO UNITED STATES STANDARDS AND EXPRESSED IN DECIMAL OF FEET.
3. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
4. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
5. THERE IS AN APPARENT SCRIVENERS ERROR ON THE WEST LINE OF CARRACRES WEST UNIT TWO AS RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. THERE IS ALSO DISCREPANCIES BETWEEN THE PLAT OF CARRACRES WEST UNIT TWO AND DEED BOOK 426 AT PAGE 115, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
6. THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY
7. THERE MAY BE AN EXISTING UNDERGROUND SANITARY SEWER PIPE LOCATED WITHIN EASEMENT.
8. THIS IS A NEW DESCRIPTION CREATED AS PER THE CLIENTS REQUEST.

CHECKED BY:	MAN
SCALE:	1" = 300'
F.B. N/A	PAGE N/A
DRAWN BY:	ANC
SHEET:	2 OF 2

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

A Portion of County Appraiser's ID No.: 12-2S-31-2000-004-004

UTILITY EASEMENT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: That in consideration of ONE DOLLAR ($1.00) and other good and valuable consideration paid to Escambia County, a political subdivision of the State of Florida (whose address is 221 Palafox Place, Pensacola, Florida 32502), hereinafter referred to as Grantor, by Emerald Coast Utilities Authority, a local governmental body, corporate and politic, of the State of Florida, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor hereby grants, bargains, sells, transfers, and conveys unto Grantee, its successors and assigns, a perpetual easement with the right to enter upon, occupy and use the following described real property located in the County of Escambia, Florida, (the Property) for the purpose of utility lines and facilities and equipment necessary or convenient in connection therewith, together with the right to lay, bury, construct, operate, maintain, dig up and repair such lines, facilities and equipment from time to time, together with all rights and privileges necessary or convenient for full enjoyment and use thereof for the aforesaid purposes, including the right of ingress and egress. Said parcel of land for the Utility Easement being described in Exhibit "A" which is attached hereto and made a part hereof.

The Grantor and the Grantee intend that the Grantor convey to the Grantee an easement and all the above-mentioned rights and privileges pertaining thereto with respect to a certain utility line or lines and to certain necessary related facilities which have been accepted or which, it is anticipated, will be accepted by the Grantee.

In executing the above easement the Grantor and the Grantee hereby covenant and agree that the above-described property shall not be used for purposes inconsistent with the location, construction, operation and maintenance of utility lines and related facilities. Grantee shall also have the right to cut down, trim, or otherwise maintain any foliage, undergrowth, or trees throughout the easement area and extending to five (5) feet on each side of the above-referenced easement area which may interfere with the Grantee's use of the easement area.

The Grantor, its successors and assigns, agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the easement area that may interfere with the location, excavation, operation or maintenance of the utility line or lines and facilities. Easily removable improvements, such as paving may be constructed with prior consent of the Grantee, and the Grantee shall not be liable or obligated for the cost of any repairs or

replacement of any improvements which were constructed or erected thereon which may be required as a result of the Grantee's uncovering any of its utility lines or related facilities or exercising any of the other rights granted herein.

Subject to the limitations of Section 768.28, Florida Statutes (2018), Grantee shall protect, indemnify, defend, and hold harmless Grantor from and against all losses, damages, expenses, and liability arising from any negligence on the part of Grantee or its employees, agents, contractors, and/or invitees associated with the exercise of any rights granted herein.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2019.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
BOARD OF COUNTY COMMISSIONERS

_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

This document approved as to form
and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Jan 24 2019

Exhibit "A"

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400 Fax 850.438.0448
EB 00009657 LB 7916

DESCRIPTION AND SKETCH

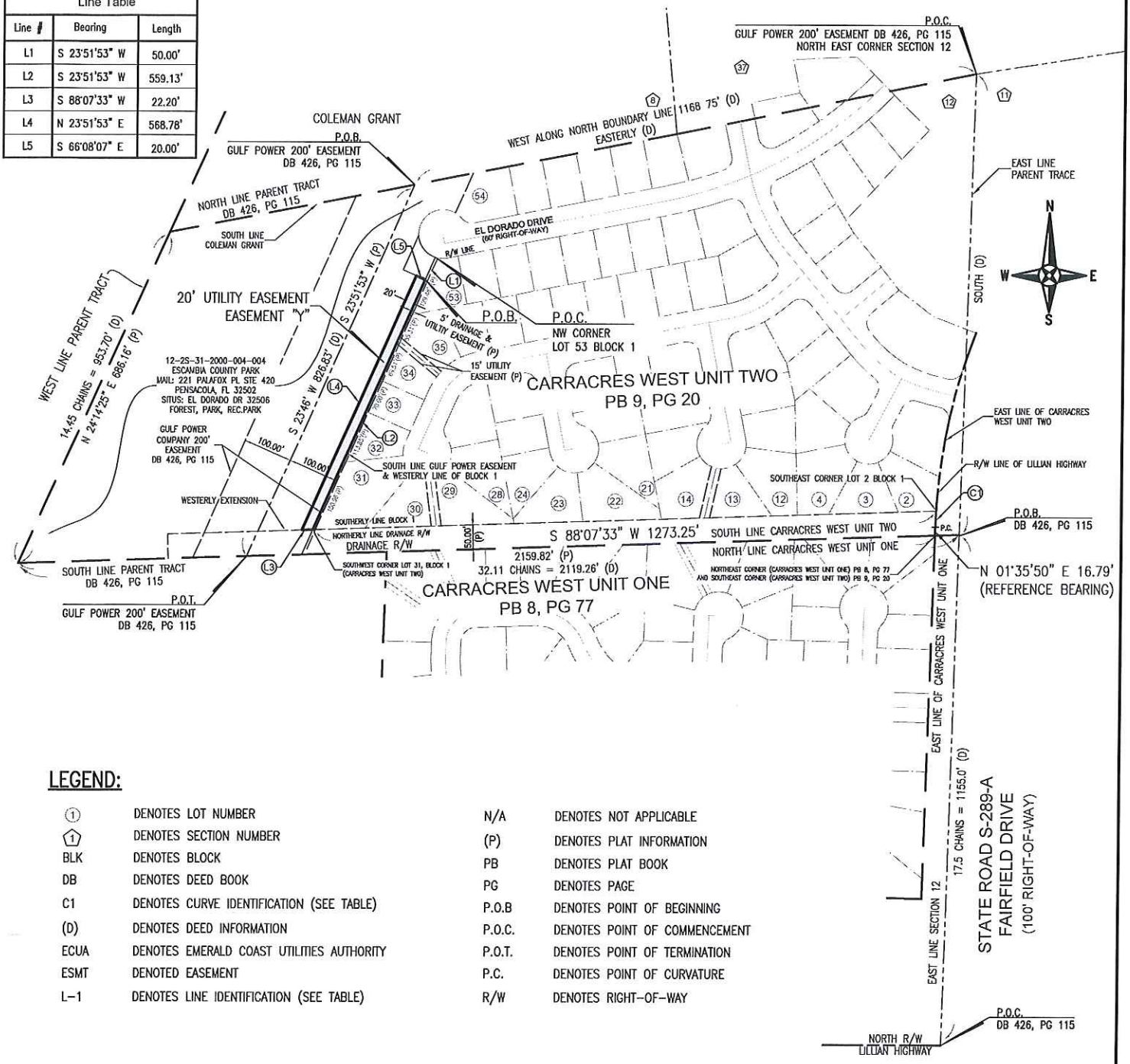
PREPARED FOR: EMERALD COAST UTILITIES AUTHORITY

REQUESTED BY: EMERALD COAST UTILITIES AUTHORITY

20' UTILITY EASEMENT "Y"

PROJECT:	2013.116
FIELD SURVEY DATE:	N/A
SECTION:	12
TOWNSHIP:	2 SOUTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

Line Table		
Line #	Bearing	Length
L1	S 23°51'53" W	50.00'
L2	S 23°51'53" W	559.13'
L3	S 88°07'33" W	22.20'
L4	N 23°51'53" E	568.78'
L5	S 66°08'07" E	20.00'



LEGEND:

①	DENOTES LOT NUMBER	N/A	DENOTES NOT APPLICABLE
(1)	DENOTES SECTION NUMBER	(P)	DENOTES PLAT INFORMATION
BLK	DENOTES BLOCK	PB	DENOTES PLAT BOOK
DB	DENOTES DEED BOOK	PG	DENOTES PAGE
C1	DENOTES CURVE IDENTIFICATION (SEE TABLE)	P.O.B	DENOTES POINT OF BEGINNING
(D)	DENOTES DEED INFORMATION	P.O.C.	DENOTES POINT OF COMMENCEMENT
ECUA	DENOTES EMERALD COAST UTILITIES AUTHORITY	P.O.T.	DENOTES POINT OF TERMINATION
ESMT	DENOTED EASEMENT	P.C.	DENOTES POINT OF CURVATURE
L-1	DENOTES LINE IDENTIFICATION (SEE TABLE)	R/W	DENOTES RIGHT-OF-WAY

ADDRESS: N/A

SEE SHEET 2 OF 2 FOR DESCRIPTION

REVISIONS			
NO.	BY	DESCRIPTION	DATE
1	MAN	ADDRESS COMMENTS FROM COUNTY	8/08/2018

THE DESCRIPTION AND SKETCH SHOWN HEREON WAS PREPARED IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 & 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Mark A. Norris

MARK A. NORRIS
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. 6211

3/22/18

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CHECKED BY:	MAN
SCALE:	1" = 300'
F.B. N/A	PAGE N/A
DRAWN BY:	ANC
SHEET:	1 OF 2

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DESCRIPTION AND SKETCH

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REQUESTED BY: EMERALD COAST UTILITIES AUTHORITY

20' UTILITY EASEMENT "Y"

PROJECT:	2013.116
FIELD SURVEY DATE:	N/A
SECTION:	12
TOWNSHIP:	2 SOUTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

A 20' WIDE UTILITY EASEMENT LYING WITHIN A STRIP OF LAND 200 FEET IN WIDTH UPON THE FOLLOWING DESCRIBED PROPERTY:

DESCRIPTION: DEED BOOK 426, PAGE 115

THAT PORTION OF SECTION TWELVE (12), TOWNSHIP TWO (2) SOUTH, RANGE THIRTY-ONE (31) WEST DESCRIBED AS FOLLOWS: BEGIN SEVENTEEN AND FIVE-TENTHS (17.5) CHAINS ON EAST LINE OF SECTION AND NORTH SIDE OF RIGHT-OF-WAY OF LILLIAN HIGHWAY FOR POINT OF BEGINNING, THENCE ANGLE TO THE LEFT 94 ½ DEGREES AND RUN THIRTY-TWO AND ELEVEN ONE-HUNDREDTHS (32.11) CHAINS TO A STAKE, THENCE ANGLE RIGHT AND NORTH 20 DEGREES AND RUN FOURTEEN AND FORTY-FIVE ONE-HUNDREDTHS (14.45) CHAINS TO THE SOUTH LINE OF THE COLEMAN GRANT THENCE ANGLE TO RIGHT 57 DEGREES AND RUN EASTERLY TO NORTH-EAST CORNER OF SAID SECTION, THENCE SOUTH ON SECTION LINE TO POINT OF BEGINNING, CONTAINING FIFTY (50) ACRES MORE OR LESS.

SAID STRIP IS DESCRIBED AS FOLLOWS:

ONE HUNDRED FEET (100') ON EACH SIDE OF A CENTERLINE AND A CONTINUATION THEREOF, SAID CENTERLINE TO BEGIN AT A POINT ON THE NORTH BOUNDARY OF THE ABOVE DESCRIBED PROPERTY DETERMINED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION TWELVE (12) RUN WEST ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF ONE THOUSAND ONE HUNDRED SIXTY-EIGHT AND SEVENTY-FIVE ONE-HUNDREDTHS FEET (1,168.75') TO THE POINT OF BEGINNING OF SAID CENTERLINE, THENCE FROM SAID POINT OF BEGINNING RUN SOUTH 23 DEGREES 46 MINUTES WEST A DISTANCE OF EIGHT HUNDRED TWENTY-SIX AND EIGHTY-THREE ONE-HUNDREDTHS FEET (826.83') MORE OR LESS TO A POINT ON THE SOUTH BOUNDARY OF THE ABOVE DESCRIBED PROPERTY.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION:

20' WIDE UTILITY EASEMENT "Y"

COMMENCE AT THE NORTHWEST CORNER LOT 53, BLOCK 1 OF CARRACRES WEST UNIT TWO, AS RECORDED IN PLAT BOOK 9, AT PAGE 20, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 23°51'53" WEST ALONG THE WESTERLY LINE OF SAID LOT 53 AND BLOCK 1 FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE LAST COURSE, PROCEED SOUTH 23°51'53" WEST ALONG SAID WESTERLY LINE OF LOT 53 AND BLOCK 1 FOR A DISTANCE OF 559.13 FEET TO A POINT ON THE NORTH LINE OF A 50' DRAINAGE RIGHT-OF-WAY (R/W) ALSO BEING THE SOUTHWEST CORNER OF LOT 31 OF BLOCK 1; THENCE DEPARTING SAID WEST LINE, PROCEED SOUTH 88°07'33" WEST ALONG THE NORTH LINE OF SAID 50' DRAINAGE R/W FOR A DISTANCE OF 22.20 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED NORTH 23°51'53" EAST FOR A DISTANCE OF 568.78 FEET; THENCE PROCEED SOUTH 66°08'07" EAST FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.26 ACRES MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE EAST LINE OF THE RECORD PLAT OF CARRACRES WEST UNIT TWO, AS RECORDED IN PLAT BOOK 9, AT PAGE 20 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. MEASUREMENTS AS SHOWN HEREON ARE TO UNITED STATES STANDARDS AND EXPRESSED IN DECIMAL OF FEET.
3. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
4. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
5. THERE IS AN APPARENT SCRIVENERS ERROR ON THE WEST LINE OF CARRACRES WEST UNIT TWO AS RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. THERE IS ALSO DISCREPANCIES BETWEEN THE PLAT OF CARRACRES WEST UNIT TWO AND DEED BOOK 426 AT PAGE 115, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
6. THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY
7. EXISTING IMPROVEMENTS ARE NOT SHOWN OR LOCATED, THIS IS A NEW DESCRIPTION CREATED AS PER THE CLIENTS REQUEST.

CHECKED BY:	MAN
SCALE:	1" = 300'
F.B. N/A	PAGE N/A
DRAWN BY:	ANC
SHEET:	2 OF 2

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 _____ day of _____ 2019, 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 the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, of the State of Florida, whose address is 9255 Sturdevant Street, Pensacola, Florida 32514 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar ($1.00), 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 described land in Escambia County, Florida, together with any improvements:

See attached Exhibit A (Property).
A portion of Parcel Identification Number 12-2S-31-2000-004-004

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2019 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.

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

_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: SGWest
Title: Asst. County Attorney
Date: Jan 24 2019

Exhibit "A"

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EB 00009657 LB 7916

DESCRIPTION AND SKETCH

PREPARED FOR: EMERALD COAST UTILITIES AUTHORITY

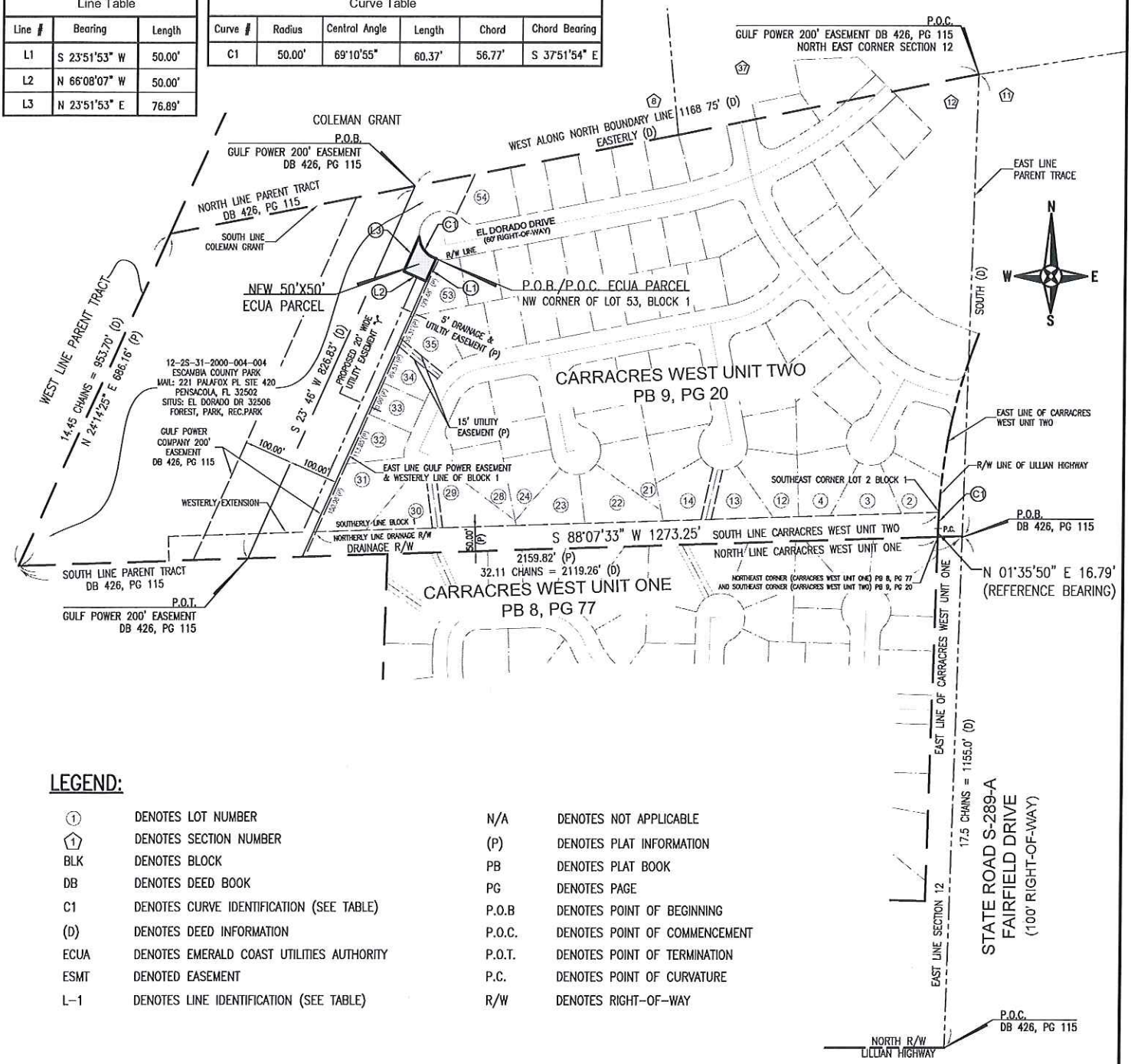
REQUESTED BY: EMERALD COAST UTILITIES AUTHORITY

50'x50' ECUA PARCEL

PROJECT:	2013.116
FIELD SURVEY DATE:	N/A
SECTION:	12
TOWNSHIP:	2 SOUTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

Line Table		
Line #	Bearing	Length
L1	S 23°51'53" W	50.00'
L2	N 66°08'07" W	50.00'
L3	N 23°51'53" E	76.89'

Curve Table					
Curve #	Radius	Central Angle	Length	Chord	Chord Bearing
C1	50.00'	69°10'55"	60.37'	56.77'	S 37°51'54" E



LEGEND:

(1)	DENOTES LOT NUMBER	N/A	DENOTES NOT APPLICABLE
(1)	DENOTES SECTION NUMBER	(P)	DENOTES PLAT INFORMATION
BLK	DENOTES BLOCK	PB	DENOTES PLAT BOOK
DB	DENOTES DEED BOOK	PG	DENOTES PAGE
C1	DENOTES CURVE IDENTIFICATION (SEE TABLE)	P.O.B	DENOTES POINT OF BEGINNING
(D)	DENOTES DEED INFORMATION	P.O.C.	DENOTES POINT OF COMMENCEMENT
ECUA	DENOTES EMERALD COAST UTILITIES AUTHORITY	P.O.T.	DENOTES POINT OF TERMINATION
ESMT	DENOTED EASEMENT	P.C.	DENOTES POINT OF CURVATURE
L-1	DENOTES LINE IDENTIFICATION (SEE TABLE)	R/W	DENOTES RIGHT-OF-WAY

ADDRESS: N/A

SEE SHEET 2 OF 2 FOR DESCRIPTION

REVISIONS			
NO.	BY	DESCRIPTION	DATE
1	MAN	ADDRESS COMMENTS FROM COUNTY	8/08/2018

THE DESCRIPTION AND SKETCH SHOWN HEREON WAS PREPARED IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 & 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Mark A. Norris

MARK A. NORRIS
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. 6211

3/22/18

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CHECKED BY:	MAN
SCALE:	1" = 300'
F.B. N/A PAGE	N/A
DRAWN BY:	ANC
SHEET:	1 OF 2

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DESCRIPTION AND SKETCH

PREPARED FOR: EMERALD COAST UTILITIES AUTHORITY

REQUESTED BY: EMERALD COAST UTILITIES AUTHORITY

50'x50' ECUA PARCEL

PROJECT:	2013.116
FIELD SURVEY DATE:	N/A
SECTION:	12
TOWNSHIP:	2 SOUTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

A 50' x 50' PARCEL LYING WITHIN A STRIP OF LAND 200 FEET IN WIDTH UPON THE FOLLOWING DESCRIBED PROPERTY:

DESCRIPTION: DEED BOOK 426, PAGE 115

THAT PORTION OF SECTION TWELVE (12), TOWNSHIP TWO (2) SOUTH, RANGE THIRTY-ONE (31) WEST DESCRIBED AS FOLLOWS: BEGIN SEVENTEEN AND FIVE-TENTHS (17.5) CHAINS ON EAST LINE OF SECTION AND NORTH SIDE OF RIGHT-OF-WAY OF LILLIAN HIGHWAY FOR POINT OF BEGINNING, THENCE ANGLE TO THE LEFT 94 ½ DEGREES AND RUN THIRTY-TWO AND ELEVEN ONE-HUNDREDTHS (32.11) CHAINS TO A STAKE, THENCE ANGLE RIGHT AND NORTH 20 DEGREES AND RUN FOURTEEN AND FORTY-FIVE ONE-HUNDREDTHS (14.45) CHAINS TO THE SOUTH LINE OF THE COLEMAN GRANT THENCE ANGLE TO RIGHT 57 DEGREES AND RUN EASTERLY TO NORTH-EAST CORNER OF SAID SECTION, THENCE SOUTH ON SECTION LINE TO POINT OF BEGINNING, CONTAINING FIFTY (50) ACRES MORE OR LESS.

SAID STRIP IS DESCRIBED AS FOLLOWS:

ONE HUNDRED FEET (100') ON EACH SIDE OF A CENTERLINE AND A CONTINUATION THEREOF, SAID CENTERLINE TO BEGIN AT A POINT ON THE NORTH BOUNDARY OF THE ABOVE DESCRIBED PROPERTY DETERMINED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION TWELVE (12) RUN WEST ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF ONE THOUSAND ONE HUNDRED SIXTY-EIGHT AND SEVENTY-FIVE ONE-HUNDREDTHS FEET (1,168.75') TO THE POINT OF BEGINNING OF SAID CENTERLINE, THENCE FROM SAID POINT OF BEGINNING RUN SOUTH 23 DEGREES 46 MINUTES WEST A DISTANCE OF EIGHT HUNDRED TWENTY-SIX AND EIGHTY-THREE ONE-HUNDREDTHS FEET (826.83') MORE OR LESS TO A POINT ON THE SOUTH BOUNDARY OF THE ABOVE DESCRIBED PROPERTY.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION:

50' x 50' ECUA PARCEL

COMMENCE AT THE NORTHWEST CORNER OF LOT 53, BLOCK 1, CARRACRES WEST UNIT TWO, AS RECORDED IN PLAT BOOK 9, AT PAGE 20, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE PROCEED SOUTH 23°51'53" WEST ALONG THE WESTERLY LINE OF SAID LOT 53, BLOCK 1 FOR A DISTANCE OF 50.00 FEET; THENCE DEPARTING SAID WEST LINE PROCEED NORTH 66°08'07" WEST FOR A DISTANCE OF 50.00 FEET; THENCE PROCEED NORTH 23°51'53" EAST FOR A DISTANCE OF 76.89 FEET TO A POINT ON THE CURVED RIGHT-OF-WAY (R/W) OF EL DORADO DRIVE (60' R/W), SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVED R/W (DELTA ANGLE=69°10'55", CHORD BEARING AND DISTANCE OF SOUTH 37°51'54" EAST, 56.77 FEET) FOR A DISTANCE OF 60.37 FEET TO THE NORTHWEST CORNER OF THE AFORESAID LOT 53 AND THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.05 ACRES MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE EAST LINE OF THE RECORD PLAT OF CARRACRES WEST UNIT TWO, AS RECORDED IN PLAT BOOK 9, AT PAGE 20 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. MEASUREMENTS AS SHOWN HEREON ARE TO UNITED STATES STANDARDS AND EXPRESSED IN DECIMAL OF FEET.
3. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
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6. THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY
7. THERE MAY BE AN EXISTING UNDERGROUND SANITARY SEWER PIPE LOCATED WITHIN EASEMENT.
8. THIS IS A NEW DESCRIPTION CREATED AS PER THE CLIENTS REQUEST.

CHECKED BY:	MAN
SCALE:	1" = 300'
F.B. N/A	PAGE N/A
DRAWN BY:	ANC
SHEET:	2 OF 2

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

A Portion of County Appraiser's ID No.: 12-2S-31-2000-004-004

UTILITY EASEMENT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: That in consideration of ONE DOLLAR ($1.00) and other good and valuable consideration paid to Escambia County, a political subdivision of the State of Florida (whose address is 221 Palafox Place, Pensacola, Florida 32502), hereinafter referred to as Grantor, by Emerald Coast Utilities Authority, a local governmental body, corporate and politic, of the State of Florida, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor hereby grants, bargains, sells, transfers, and conveys unto Grantee, its successors and assigns, a perpetual easement with the right to enter upon, occupy and use the following described real property located in the County of Escambia, Florida, (the Property) for the purpose of utility lines and facilities and equipment necessary or convenient in connection therewith, together with the right to lay, bury, construct, operate, maintain, dig up and repair such lines, facilities and equipment from time to time, together with all rights and privileges necessary or convenient for full enjoyment and use thereof for the aforesaid purposes, including the right of ingress and egress. Said parcel of land for the Utility Easement being described in Exhibit "A" which is attached hereto and made a part hereof.

The Grantor and the Grantee intend that the Grantor convey to the Grantee an easement and all the above-mentioned rights and privileges pertaining thereto with respect to a certain utility line or lines and to certain necessary related facilities which have been accepted or which, it is anticipated, will be accepted by the Grantee.

In executing the above easement the Grantor and the Grantee hereby covenant and agree that the above-described property shall not be used for purposes inconsistent with the location, construction, operation and maintenance of utility lines and related facilities. Grantee shall also have the right to cut down, trim, or otherwise maintain any foliage, undergrowth, or trees throughout the easement area and extending to five (5) feet on each side of the above-referenced easement area which may interfere with the Grantee's use of the easement area.

The Grantor, its successors and assigns, agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the easement area that may interfere with the location, excavation, operation or maintenance of the utility line or lines and facilities. Easily removable improvements, such as paving may be constructed with prior consent of the Grantee, and the Grantee shall not be liable or obligated for the cost of any repairs or

replacement of any improvements which were constructed or erected thereon which may be required as a result of the Grantee's uncovering any of its utility lines or related facilities or exercising any of the other rights granted herein.

Subject to the limitations of Section 768.28, Florida Statutes (2018), Grantee shall protect, indemnify, defend, and hold harmless Grantor from and against all losses, damages, expenses, and liability arising from any negligence on the part of Grantee or its employees, agents, contractors, and/or invitees associated with the exercise of any rights granted herein.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2019.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
BOARD OF COUNTY COMMISSIONERS

_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

This document approved as to form
and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Jan 24 2019

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REQUESTED BY: EMERALD COAST UTILITIES AUTHORITY

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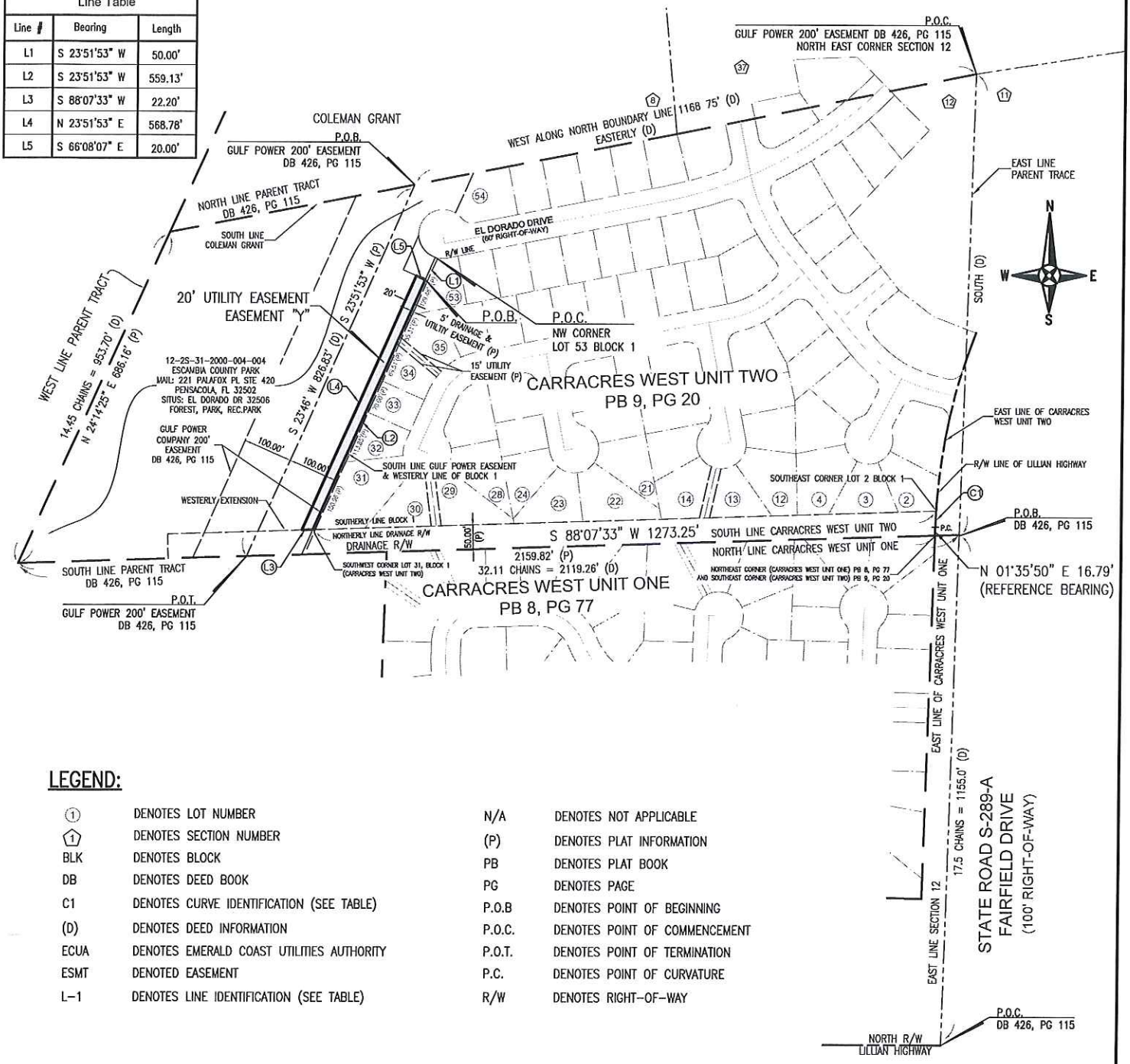

LEGEND:

①	DENOTES LOT NUMBER	N/A	DENOTES NOT APPLICABLE
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ESMT	DENOTED EASEMENT	P.C.	DENOTES POINT OF CURVATURE
L-1	DENOTES LINE IDENTIFICATION (SEE TABLE)	R/W	DENOTES RIGHT-OF-WAY

ADDRESS: N/A

SEE SHEET 2 OF 2 FOR DESCRIPTION

REVISIONS			
NO.	BY	DESCRIPTION	DATE
1	MAN	ADDRESS COMMENTS FROM COUNTY	8/08/2018

THE DESCRIPTION AND SKETCH SHOWN HEREON WAS PREPARED IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 & 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

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LICENSE NO. 6211

3/22/18

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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DRAWN BY:	ANC
SHEET:	1 OF 2

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EB 00009657 LB 7916

DESCRIPTION AND SKETCH

PREPARED FOR: EMERALD COAST UTILITIES AUTHORITY

REQUESTED BY: EMERALD COAST UTILITIES AUTHORITY

20' UTILITY EASEMENT "Y"

PROJECT:	2013.116
FIELD SURVEY DATE:	N/A
SECTION:	12
TOWNSHIP:	2 SOUTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

A 20' WIDE UTILITY EASEMENT LYING WITHIN A STRIP OF LAND 200 FEET IN WIDTH UPON THE FOLLOWING DESCRIBED PROPERTY:

DESCRIPTION: DEED BOOK 426, PAGE 115

THAT PORTION OF SECTION TWELVE (12), TOWNSHIP TWO (2) SOUTH, RANGE THIRTY-ONE (31) WEST DESCRIBED AS FOLLOWS: BEGIN SEVENTEEN AND FIVE-TENTHS (17.5) CHAINS ON EAST LINE OF SECTION AND NORTH SIDE OF RIGHT-OF-WAY OF LILLIAN HIGHWAY FOR POINT OF BEGINNING, THENCE ANGLE TO THE LEFT 94 ½ DEGREES AND RUN THIRTY-TWO AND ELEVEN ONE-HUNDREDTHS (32.11) CHAINS TO A STAKE, THENCE ANGLE RIGHT AND NORTH 20 DEGREES AND RUN FOURTEEN AND FORTY-FIVE ONE-HUNDREDTHS (14.45) CHAINS TO THE SOUTH LINE OF THE COLEMAN GRANT THENCE ANGLE TO RIGHT 57 DEGREES AND RUN EASTERLY TO NORTH-EAST CORNER OF SAID SECTION, THENCE SOUTH ON SECTION LINE TO POINT OF BEGINNING, CONTAINING FIFTY (50) ACRES MORE OR LESS.

SAID STRIP IS DESCRIBED AS FOLLOWS:

ONE HUNDRED FEET (100') ON EACH SIDE OF A CENTERLINE AND A CONTINUATION THEREOF, SAID CENTERLINE TO BEGIN AT A POINT ON THE NORTH BOUNDARY OF THE ABOVE DESCRIBED PROPERTY DETERMINED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION TWELVE (12) RUN WEST ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF ONE THOUSAND ONE HUNDRED SIXTY-EIGHT AND SEVENTY-FIVE ONE-HUNDREDTHS FEET (1,168.75') TO THE POINT OF BEGINNING OF SAID CENTERLINE, THENCE FROM SAID POINT OF BEGINNING RUN SOUTH 23 DEGREES 46 MINUTES WEST A DISTANCE OF EIGHT HUNDRED TWENTY-SIX AND EIGHTY-THREE ONE-HUNDREDTHS FEET (826.83') MORE OR LESS TO A POINT ON THE SOUTH BOUNDARY OF THE ABOVE DESCRIBED PROPERTY.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION:

20' WIDE UTILITY EASEMENT "Y"

COMMENCE AT THE NORTHWEST CORNER LOT 53, BLOCK 1 OF CARRACRES WEST UNIT TWO, AS RECORDED IN PLAT BOOK 9, AT PAGE 20, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 23°51'53" WEST ALONG THE WESTERLY LINE OF SAID LOT 53 AND BLOCK 1 FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE LAST COURSE, PROCEED SOUTH 23°51'53" WEST ALONG SAID WESTERLY LINE OF LOT 53 AND BLOCK 1 FOR A DISTANCE OF 559.13 FEET TO A POINT ON THE NORTH LINE OF A 50' DRAINAGE RIGHT-OF-WAY (R/W) ALSO BEING THE SOUTHWEST CORNER OF LOT 31 OF BLOCK 1; THENCE DEPARTING SAID WEST LINE, PROCEED SOUTH 88°07'33" WEST ALONG THE NORTH LINE OF SAID 50' DRAINAGE R/W FOR A DISTANCE OF 22.20 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED NORTH 23°51'53" EAST FOR A DISTANCE OF 568.78 FEET; THENCE PROCEED SOUTH 66°08'07" EAST FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

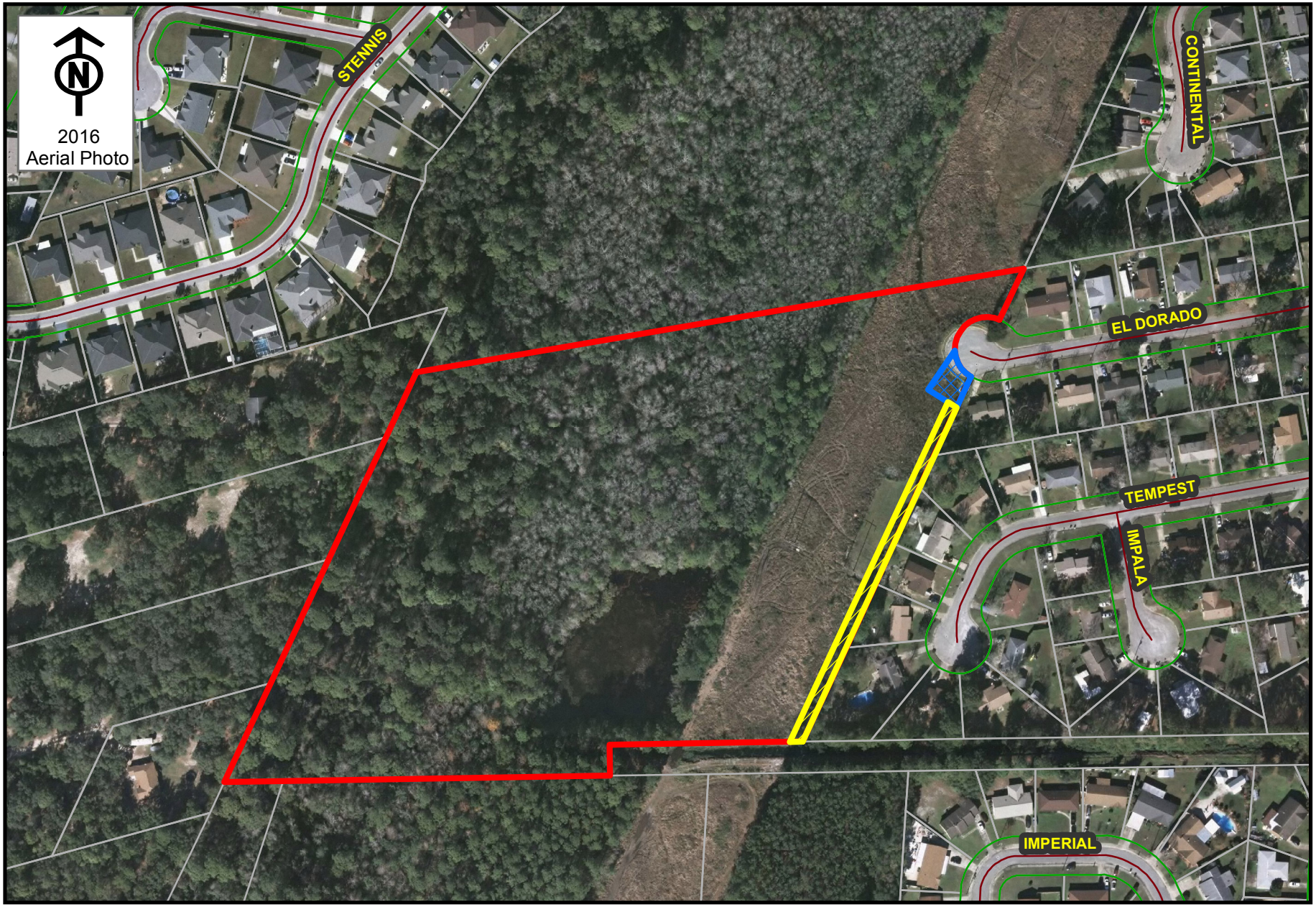
LYING IN AND BEING A PORTION OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.26 ACRES MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE EAST LINE OF THE RECORD PLAT OF CARRACRES WEST UNIT TWO, AS RECORDED IN PLAT BOOK 9, AT PAGE 20 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. MEASUREMENTS AS SHOWN HEREON ARE TO UNITED STATES STANDARDS AND EXPRESSED IN DECIMAL OF FEET.
3. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
4. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
5. THERE IS AN APPARENT SCRIVENERS ERROR ON THE WEST LINE OF CARRACRES WEST UNIT TWO AS RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. THERE IS ALSO DISCREPANCIES BETWEEN THE PLAT OF CARRACRES WEST UNIT TWO AND DEED BOOK 426 AT PAGE 115, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
6. THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY
7. EXISTING IMPROVEMENTS ARE NOT SHOWN OR LOCATED, THIS IS A NEW DESCRIPTION CREATED AS PER THE CLIENTS REQUEST.

CHECKED BY:	MAN
SCALE:	1" = 300'
F.B. N/A	PAGE N/A
DRAWN BY:	ANC
SHEET:	2 OF 2

ECUA Lift Station 106



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

KPJ 11/14/18 DISTRICT 1

County Owned Property

Easement Area

Lift Station Area

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15557 **County Administrator's Report 12. 11.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/07/2019
Issue: 9:01 a.m. Public Hearing Request - Tanglewood Street Lighting MSBU
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Tanglewood Street Lighting Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on February 21, 2019, at 9:01 a.m., to consider adoption of an Ordinance creating the Tanglewood Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The property developer of Tanglewood has submitted a letter of request asking to create a street lighting MSBU. The letter of request is sufficient to meet the MSBU Guidelines and Procedures because the developer owns greater than fifty-five percent of parcels in the subdivision.

The Tanglewood lighting district plan proposal:
* 45 assessable lots located in Commission District 1
* 12 street lights initially
* Assessments estimated to be $102 in year 1 (includes a reserve) and $92 in year 2

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of public hearings.

IMPLEMENTATION/COORDINATION:

The property owners will be notified of the date, time and place of the public hearing by mail and by advertisement in the Pensacola News Journal.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15555 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: Resolution approving Plan of Finance for Single Family Housing Revenue Bonds for Low Interest Loans to First-Time Homebuyers
From: JoLinda Herring, Shareholder
Organization: Bryant Miller Olive P.A.
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Adoption of a Resolution Approving a Plan of Finance for Low Interest Loans to First-time Homebuyers and Authorizing the Escambia County Housing Finance Authority (the "Authority") to Issue Not Exceeding $225,000,000 Single Family Housing Revenue Bonds (Multi-County Program) - Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority

That the Board adopt and authorize the Chairman to sign a Resolution which approves a plan of finance for low-interest loans to first-time homebuyers, and authorizes the Escambia County Housing Authority to issue Single Family Housing Revenue Bonds from time to time, in an aggregate principal amount not to exceed $225,000,000 (collectively, the "Bonds").

BACKGROUND:

Since the creation of the Authority by the Board in 1980, the Authority has operated a number of programs to take advantage of federal tax programs that provide low-interest financing for housing. The proposed program described in the Resolution provides affordable mortgage financing for first time homebuyers of low, moderate and median incomes in Escambia County (the "County") and other participating counties in Florida (the "Program"). The Program offers affordable interest rates and assistance with down payments or closing costs for homebuyers.

Pursuant to the Program, the Authority works with its lenders to originate mortgage loans for first time homebuyers pursuant to a Program Invitation and Parameters and a Master Mortgage Origination Agreement, and, following the

issuance of a series of Bonds, the purchase by the trustee under a trust indenture for such series of Bonds of Mortgage-Backed Securities consisting of such mortgage loans.

In December, 2017, the Authority authorized the issuance of not exceeding $225,000,000 of Bonds to finance mortgage loans under the Program. The Authority held a TEFRA hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, and requested approval of the Bonds and the Plan of Finance by the Board of County Commissioners. Approval was granted by the Board pursuant to its adoption of Resolution No. R2017-143 on December 18, 2017.

Since more than a year has passed since the Board's approval of the Bonds, on January 23, 2019, the Authority conducted an additional TEFRA hearing and is now requesting a new Board approval of the Bonds and the Plan of Finance for the Program, including the Authority's intention to issue and sell the Bonds from time to time in an aggregate principal amount not to exceed $225,000,000.

Adoption of the Resolution is the only action required by the Board. The Bonds will be issued by the Authority. Bonds issued pursuant to the Plan of Finance will never constitute an indebtedness, liability, general or moral obligation, or pledge of the faith, credit or taxing power of the State of Florida, the Authority, Escambia County, or any other political subdivision of the State of Florida within the meaning of any charter, constitutional or statutory provisions or limitations.

BUDGETARY IMPACT:

The Authority does not receive funds from the County, and no funds of the County are expended in connection with the Program or the Bonds.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County's bond counsel, Bryant Miller Olive P.A., also serves as bond counsel and disclosure counsel to the Authority. JoLinda Herring, of Bryant Miller Olive, has reviewed the Resolution on behalf of the County. Bryant Miller Olive will also review the documents for each transaction issued under the Plan of Finance on behalf of the Authority and the County to ensure that neither the Authority nor the County has any liability or obligation under the Bonds.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Single Family Housing Revenue Bond Program provides first-time homebuyers with housing at affordable rates, thus encouraging home ownership. The Program further serves a public purpose by advancing economic prosperity, health and general welfare of the State of Florida, the County and its people.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution

RESOLUTION NO. R2019-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING A PLAN OF FINANCE FOR A SINGLE FAMILY MORTGAGE LOAN FINANCING PROGRAM BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY; APPROVING THE ISSUANCE AND SALE FROM TIME TO TIME OF NOT EXCEEDING AN AGGREGATE $225,000,000 SINGLE FAMILY MORTGAGE REVENUE BONDS (MULTI-COUNTY PROGRAM) BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY FOR THE PURPOSES OF SUCH PROGRAM; GRANTING OTHER APPROVALS REQUIRED BY FEDERAL LAW AND BY COUNTY ORDINANCE NO. 80-12, AS AMENDED; PROVIDING APPROVAL OF THE PUBLICATION OF THE NOTICE OF THE PUBLIC HEARING HELD BY THE AUTHORITY IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; APPROVING THE REPORT OF THE AUTHORITY IN CONNECTION WITH SUCH PUBLIC HEARING; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Housing Finance Authority Law, being Part IV of Chapter 159, Florida Statutes, as amended (the "Act"), provides for the creation of a housing finance authority in each county in the State of Florida (the "State") for the purpose of alleviating a shortage of housing available at prices or rentals which persons of moderate, middle, or lesser income can afford, and a shortage of capital for investment in such housing; and

WHEREAS, on May 29, 1980, the Board of County Commissioners (the "Board") enacted Ordinance No. 80-12, as amended by Ordinance No. 2003-8 enacted on March 20, 2003 (collectively, the "Ordinance") creating the Escambia County Housing Finance Authority (the "Authority") and authorizing the Authority to exercise all powers under the Act subject to approval by the Board as a condition precedent to the effectiveness of the certain actions of the Authority; and

WHEREAS, the Authority has previously issued bonds to alleviate the shortage of single family housing and capital for investments in such single family housing, and such bonds have only provided partial relief; and

WHEREAS, the Authority has adopted its Resolution 2017-16 authorizing the issuance of not to exceed $225,000,000 Single Family Mortgage Revenue Bonds (the "Bonds") in one or more series to finance up to $225,000,000 single family mortgage loans in Escambia County and other participating counties and approving a Plan of Finance in connection therewith; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of certain revenue bonds by the governmental unit on behalf of which such bonds are to be issued, following a public hearing; and

WHEREAS, on December 14, 2017, following a duly advertised public hearing held by the Authority, the Board adopted its Resolution No. R2017-143 approving the Plan of Finance and the issuance and sale of the Bonds in an amount not to exceed $225,000,000; and

WHEREAS, pursuant to the requirements of the Code, an additional public hearing was scheduled for January 23, 2019, at 3:00 p.m., and notice of such hearing was given in the form and in the manner required by the Code; and

WHEREAS, the Authority, on behalf of the Board, has conducted the public hearing and provided reasonable opportunity for all interested persons to express their views, both orally and in writing, and diligently and conscientiously considered all comments and concerns expressed by such individuals, if any; and

WHEREAS, the Authority has presented the Board with a report of such public hearing (the "Report"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, pursuant to the Ordinance and Section 147(f) of the Code, the Board desires to approve the Plan of Finance and the issuance and sale of the Bonds, to express its approval of the action taken by the Authority and its officials pursuant to the Resolution, and to grant all other approvals required by the Ordinance in connection therewith.

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The Board hereby approves the form and the manner of publication of the Notice of Public Hearing (the "Notice") published in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the Board on January 9, 2019, not less than fourteen (14) days prior to the hearing date. A certified affidavit establishing proof of proper publication of the Notice is accepted into the record. The Board hereby approves the Report.

SECTION 2. PLAN OF FINANCE, BONDS AND OTHER ACTIONS APPROVED.

(A) After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing as described in the Report, the Board hereby approves the Plan of Finance in accordance with Section 147(f) of the Code, and the issuance by the Authority of the Bonds in the not exceeding amount set forth herein for the purposes herein

described and further grants approval (i) of such agreements, indentures, instruments, certifications, applications for bond volume allocation and other documents as may be necessary or convenient to effect the Plan of Finance and (ii) to take any other action as may be required by the Ordinance. The Authority may establish such series designations and other identifying characteristics of each series of the Bonds as it may deem appropriate to distinguish each series of Bonds

(B) Each such series shall be issued upon such terms, and be secured by such sources, as the Authority shall determine; provided that the Authority shall notify the County Administrator in writing of the designation and amount of each such series, prior to the issuance thereof, to the extent, if any, required by Ordinance No. 80-12, Ordinance No. 97-43 or Ordinance No. 2003-8, each as amended and supplemented.

(C) It is the intent hereof that the Board's approval of the Bonds also grants all approvals as may be required by the Ordinance of such instruments, contracts or other documents, and such other actions to be taken as may be necessary or convenient to the Authority in connection with the issuance and sale of the Bonds and any obligations issued to refund or refinance such Bonds.

SECTION 3. NO LIABILITY OF THE COUNTY; COMPLIANCE WITH ARTICLE 46 OF THE ESCAMBIA COUNTY CODE.

Nothing herein shall be deemed to create any obligation or liability of the County in any respect whatsoever. No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the Board that any particular action or proposed action is required, authorized or permitted under the laws of the State or the United States. The County makes no recommendation regarding the advisability of investment in the Bonds and has not evaluated the creditworthiness of the bonds for suitability of investment. The Authority shall comply with the applicable provisions of Chapter 46, Article VII of the Escambia County Code.

SECTION 4. REPEALING CLAUSE.

All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

[Remainder of Page Intentionally Left Blank]

SECTION 5. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this 7th day of February, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Lumon May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date Executed

_____

By:_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title:_____
Date: 1/25/19

(SEAL)

Approved as to form and legality:

By:_____
County Attorney

EXHIBIT A

REPORT OF HEARING OFFICER

[FOLLOWS]

REPORT OF HEARING OFFICER

This instrument shall constitute the official report of the undersigned official of the Escambia County Housing Finance Authority, a body corporate and politic organized and existing under the provisions of the Florida Housing Finance Authority Law, being Part IV of Chapter 159, Florida Statutes; Ordinance No. 80-12 duly enacted on May 29, 1980, and Ordinance No. 2003-8 duly enacted on March 20, 2003, each by the Board of County Commissioners of Escambia County, Florida, and other applicable provisions of law, with respect to a public hearing for the issuance and sale from time to time of not exceeding $225,000,000 Escambia County Housing Finance Authority Single Family Mortgage Revenue Bonds (Multi-County Program) (the "Bonds") by the Authority for the purpose of financing the single family mortgage program (the "Program") described in the Notice (herein defined).

The public hearing was duly advertised in a newspaper of general circulation in Escambia County, Florida. The proof of publication is attached hereto as **Exhibit "A"** (the "Notice").

The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the plan of finance described in the Notice and the contemplated issuance and sale from time to time of the Bonds by the Authority for the purpose of financing the Program. A true and correct transcript of the public hearing is attached hereto as **Exhibit "B."**

No person presenting views at the public hearing opposed the issuance of the Bonds. No written communications were received.

Respectfully submitted,

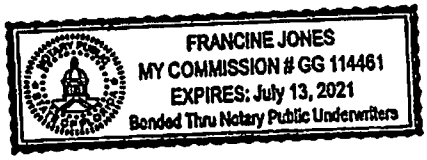
Patricia D. Lott, Executive Director
Escambia County Housing Finance Authority

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, Francine Jones, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority, who is personally known to me, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said Authority for the uses and purposes therein set forth.

IN WITNESS WHEREOF, under my hand and notarial seal this 23 day of January, 2019.



Francine Jones

My Commission #: GG 114461
My Commission Expires: July 13, 2021

EXHIBIT "A" TO REPORT OF HEARING OFFICER
PROOF OF PUBLICATION

[Follows]

PENSACOLA News Journal pnj.com

RECEIVED
JAN 14 2019
BY: DK

ESCAMBIA HOUSING FINANCE AUTHO
700 S PALAFOX ST STE 310

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

NOTICE OF PUBLIC HEARING

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

01/09/19

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

Sworn to and Subscribed before me this 9th of January 2019, by who is personally known to me

Affiant

Notary

KATHLEEN A GIBSON ★ NOTARY PUBLIC, STATE OF NEW JERSEY ★ MY COMMISSION EXPIRES DEC. 18 2019

Publication Cost: $247.14

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Escambia County Housing Finance Authority (the "Authority") will hold and conduct a public hearing to be held on January 23, 2019, beginning at 3:00 p.m. or as soon thereafter as such matters may be heard, in the conference room of the Authority located at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502, for the purpose of receiving comments and hearing discussion concerning the following:

The proposed issuance by the Authority of its Single Family Housing Revenue Bonds, in an aggregate principal amount of not to exceed $225,000,000 in one or more series. Proceeds of the Bonds will be used to purchase federally insured or guaranteed mortgage loans originated by participating lending institutions to finance the purchase or rehabilitation of new or existing owner-occupied single family residences situated within Escambia County, Florida, and in each county in which the Authority has been granted area of operation authority, including Alachua, Bay, Bradford, Franklin, Gadsden, Gulf, Hernando, Indian River, Jackson, Jefferson, Leon, Marion, Martin, Okaloosa, St. Lucie, Santa Rosa, Wakulla and Walton County by persons or families of low, moderate or middle income, or to purchase securities from a master servicer evidencing interests in or backed by a pool of such mortgage loans, including, without limitation, securities guaranteed by the federal government or agencies thereof (the "Project"). The plan of financing may include the use of proceeds of the Bonds to refund portions of previously issued single family mortgage revenue bonds to thereby make funds available for the financing of the Project, and the Authority reserves the right to elect to issue mortgage credit certificates in lieu of the Bonds.

At such meeting, persons will be given an opportunity to express their views, both orally and through written statements which are submitted to the Authority on or before the public hearing. Written statements may be submitted to: Patricia D. Lott, Executive Director, Escambia County Housing Finance Authority, at facsimile 850-438-5205 or e-mail: pat.lott@escambiahfa.com on behalf of the Authority. Persons are advised that if they decide to appeal any decision made at this hearing, they will need a record of the proceedings, and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Authority will thereafter submit its public hearing report concerning this public hearing to the elected representative responsible for approving the issuance of the Bonds.

Pursuant to the Americans with Disabilities Act, persons needing special accommodation to attend the hearing must contact the Authority at (850) 432-7077 at least five (5) days prior to the hearing.

Sandra J. Ward, Chair
Escambia County Housing Finance Authority
Legal No.3328844, January 9, 2019

EXHIBIT "B" TO REPORT OF HEARING OFFICER
TRANSCRIPT

ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY
$225,000,000 SINGLE FAMILY MORTGAGE REVENUE
BONDS (MULTI-COUNTY PROGRAM)

PUBLIC HEARING
January 23, 2019
3:00 p.m.

TEFRA HEARING PROCEDURES

PAT LOTT: Good afternoon, I am Pat Lott, Executive Director of the Escambia County Housing Finance Authority, and I will be the hearing officer on behalf of the Authority this afternoon. This public hearing is being held on Wednesday, January 23, 2019 at 3:00 p.m. This is a public hearing held by the Escambia County Housing Finance Authority as required under the federal tax laws for the purpose of issuing not in excess of $225,000,000 of tax-exempt bonds for the purpose more fully described during this hearing. This hearing provides an opportunity for the public to make comments and have input on the proposed issuance from time to time of Single-Family Housing Revenue Bonds by the Escambia County Housing Finance Authority. The Authority will be the issuer of the bonds. Ms. Jones, would you state the date of publication for the Notice of Public Hearing?

FRAN JONES: The Notice of Public Hearing was published in the *Pensacola News Journal* on January 9, 2019.

PAT LOTT: Thank you very much, and Ms. Jones would you please read the Notice for the record?

FRAN JONES: Yes.

Note: The Public Notice, as published in the Pensacola News Journal on January 23, 2019, was read into the record by Ms. Jones as follows:

> *Notice is hereby given that the Escambia County Housing Finance Authority (the "Authority") will hold and conduct a public hearing to be held on January 23, 2019, beginning at 3:00 p.m. or as soon thereafter as such matters may be heard, in the conference room of the Authority located at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502, for the purpose of receiving comments and hearing discussion concerning the following:*
>
> *The proposed issuance by the Authority of its Single Family Housing Revenue Bonds, in an aggregate principal amount of not to exceed $225,000,000 in one or more series. Proceeds of the Bonds will be used to purchase federally insured or guaranteed mortgage loans originated by*

participating lending institutions to finance the purchase or rehabilitation of new or existing owner-occupied single family residences situated within Escambia County, Florida, and in each county in which the Authority has been granted area of operation authority, including Alachua, Bay, Bradford, Franklin, Gadsden, Gulf, Hernando, Indian River, Jackson, Jefferson, Leon, Marion, Martin, Okaloosa, St. Lucie, Santa Rosa, Wakulla and Walton by persons or families of low, moderate or middle income, or to purchase securities from a master servicer evidencing interests in or backed by a pool of such mortgage loans, including, without limitation, securities guaranteed by the federal government or agencies thereof (the "Project"). The plan of financing may include the use of proceeds of the Bonds to refund portions of previously issued single family mortgage revenue bonds to thereby make funds available for the financing of the Project, and the Authority reserves the right to elect to issue mortgage credit certificates in lieu of the Bonds.

At such meeting, persons will be given an opportunity to express their views, both orally and through written statements which are submitted to the Authority on or before the public hearing. Written statements may be submitted to: Patricia D. Lott, Executive Director, Escambia County Housing Finance Authority, at facsimile 850-438-5205 or e-mail: pat.lott@escambiahfa.com on behalf of the Authority. Persons are advised that if they decide to appeal any decision made at this hearing, they will need a record of the proceedings, and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Authority will thereafter submit its public hearing report concerning this public hearing to the elected representative responsible for approving the issuance of the Bonds.

Pursuant to the Americans with Disabilities Act, persons needing special accommodation to attend the hearing must contact the Authority at (850) 432-7077 at least five (5) days prior to the hearing.

Sandra J. Ward, Chair
Escambia County Housing Finance Authority

PAT LOTT: Where will the proceeds of these bonds be used?

RANDY WILKERSON: The proceeds of these bonds will be used in Escambia County, Florida, and in other participating counties, including Alachua, Bay, Bradford, Franklin, Gadsden, Gulf, Hernando, Indian River, Jackson, Jefferson, Leon, Martin, Marion, Okaloosa, Saint Lucie, Santa Rosa, Wakulla, and Walton Counties.

PAT LOTT: What is the public purpose of these bonds?

RANDY WILKERSON: Through the program to be financed with the Bonds, the Authority will provide mortgage financing for persons and families of low to moderate income who are first time homebuyers.

PAT LOTT: Mr. Wilkerson, has the Authority also reserved the right to convert a portion of the Bonds for the purpose of issuing Mortgage Credit Certificates (MCC) to eligible homebuyers.

RANDY WILKERSON: Yes.

PAT LOTT: Are there any questions or comments from the public concerning this bond issue?

FRAN JONES: No one from the public is in attendance at this hearing.

PAT LOTT: Ms. Jones, has the Authority received any oral or written communication concerning this public hearing?

FRAN JONES: No, it has not.

PAT LOTT: Having established a public purpose and use of the bond proceeds and there being no further questions from the public, I deem this hearing to be final and closed with a note that this hearing was electronically recorded and transcripts will be made available to anyone of any interest. There being no further comments this public hearing is closed at 3:07 p.m.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15437 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: Rescind Residential Rehab Grant Program Funding and Lien Agreements for 1701 Gulf Beach Highway
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for Property Located at 1701 Gulf Beach Highway - Tonya Green, Neighborhood & Human Services Department Director

That the Board ratify the following February 7, 2019, action of the Board of County Commissioners of Escambia County Community Redevelopment Agency (CRA), acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), rescinding, due to the owners' request to terminate the Funding and Lien Agreements, the following Board action of November 30, 2017, concerning the Residential Rehab Grant Program Funding and Lien Agreements at 1701 Gulf Beach Highway:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Vicky L. Weeks, owner of residential property located at 1701 Gulf Beach Highway, Warrington Redevelopment District, each in the amount of $5,841, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for a replacement of windows; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

BACKGROUND:

Rescind the Board's action of November 30, 2017, to approve the Residential Rehab Grant Program Funding Agreement due to the owners' request to terminate the Funding and Lien Agreements.

On February 7, 2019 at 9:00 a.m., a CRA meeting was convened to consider approval of the various agenda items.

BUDGETARY IMPACT:

There is no budgetary impact due to the rescinding of the Funding and Lien Agreements.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal sign-off needed.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle the Grant program.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds and/or cancellation of a previous award to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with property owners, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Agreement-Weeks-February2019

Resume Page-Weeks-February2019

Escambia County
Clerk's Original

11/30/2017 (CA2II-9 (15-A)

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **30th** day of **November 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Vicky L. Weeks,** (the "Recipient"), owner of residential property located at **1701 Gulf Beach Highway,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Date: 12/4/2017 Verified By:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$5,841**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$5,841**, which shall be comprised of a cash contribution of **$5,841**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **30th** day of **November 2017**, and the Project shall be complete on or before the **28th** day of **February 2018**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Vicky L. Weeks
1701 Gulf Beach Highway
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Date Executed: 11/30/2017

BCC Approved: 11-30-2017

For Recipient:

Vicky L. Weeks

Vicky L. Weeks, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of November, 2017 by Vicky L. Weeks, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Notary Seal: MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/14/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Vicky L. Weeks**
Property Address: **1701 Gulf Beach Highway, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement Windows.

Replacement Windows

1701 Gulf Beach Highway – Vicky L. Weeks

II. BUDGET/FINANCE CONSENT AGENDA

9. Continued...

A. Continued...

(11) The Agreements between Escambia County CRA and Robert E. Tarrant, Jr., owner of residential property located at 2275 Berg Street, Atwood Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Atwood Tax Increment Financing (TIF), Fund 151, Cost Center 370120, for total electrical rewiring upgrade, to replace windows and install storm shutters;

(12) The Agreements between Escambia County CRA and Mary Gail Parkton, owner of residential property located at 8424 Forge Place, Ensley Redevelopment District, each in the amount of $3,000, representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, to replace roof;

(13) The Agreements between Escambia County CRA and Michelle A. Gray, owner of residential property located at 308 Southeast Kalash Road, Warrington Redevelopment District, each in the amount of $3,450, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

(14) The Agreements between Escambia County CRA and Paula Benson, owner of residential property address: redacted pursuant to Section 119.071(4)(d), Florida Statutes, Englewood Redevelopment District, each in the amount of $2,842, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, to replace windows;

(15) The Agreements between Escambia County CRA and Vicky L. Weeks, owner of residential property located at 1701 Gulf Beach Highway, Warrington Redevelopment District, each in the amount of $5,841, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows; and

(Continued on Page 35)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15438 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: Rescind Residential Rehab Grant Program Funding and Lien Agreement for 424 Gibbs Road
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for Property Located at 424 Gibbs Road - Tonya Green, Neighborhood & Human Services Department Director

That the Board ratify the following February 7, 2019, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), rescinding, due to the owners' request to terminate the Funding and Lien Agreements, the following Board action of October 18, 2018, concerning the Residential Rehab Grant Program Funding and Lien Agreement for the property located at 424 Gibbs Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Joseph M. Baudendistel, owner of residential property located at 424 Gibbs Road, Warrington Redevelopment District, each in the amount of $4,375, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for a electrical rewiring upgrade; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

BACKGROUND:

Rescind the Board's action of October 18, 2018 to approve the Residential Rehab Grant Program Funding Agreement due to the owners' request to terminate the Funding and Lien Agreements.

On February 7, 2019 at 9:00 a.m., a CRA meeting was convened to consider approval of the various agenda items.

BUDGETARY IMPACT:

There is no budgetary impact due to the rescinding of the Funding and Lien Agreements.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal sign-off needed.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle the Grant program.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds and/or cancellation of a previous award to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with property owners, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Agreement_Baudendistel_Feb2019
Resume_Baudendistel_Feb2019

Escambia County
Clerk's Original

10/18/2018 Cnt II-1

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **18th** day of **October 2018,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Joseph M. Baudendistel,** (the "Recipient"), owner of residential property located at **424 Gibbs Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$4,375**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$4,375**, which shall be comprised of a cash contribution of **$4,375**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **18th** day of **October 2018**, and the Project shall be complete on or before the **18th** day of **January 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

Verified By: [signature] Date: 10/30/2018

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Joseph M. Baudendistel
424 Gibbs Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Date Executed: 10/18/2018

BCC Approved: 10/18/2018

For Recipient:

_____
Joseph M. Baudendistel, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21th day of August, 2018 by Joseph M. Baudendistel, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/23/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Joseph M. Baudendistel**
Property Address: **424 Gibbs Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Total electrical rewiring upgrade.

Total electrical rewiring upgrade

424 Gibbs Road – Joseph M. Baudendistel

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board ratify the following October 18, 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 eight Residential Rehab Grant Program Funding and Lien Agreements:

      (1) The Agreements between Escambia County CRA and Joseph M. Baudendistel, owner of residential property located at 424 Gibbs Road, Warrington Redevelopment District, each in the amount of $4,375, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, total electrical rewiring upgrade;

      (2) The Agreements between Escambia County CRA and Brian M. Curley, Trustee for Brian M. Curley Trust, owner of residential property located at 15 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of $3,500, 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 Brian M. Curley, Trustee for Brian M. Curley Trust, owner of residential property located at 6 Lakewood Road, Barrancas Redevelopment District, each in the amount of $2,897, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

      (4) The Agreements between Escambia County CRA and Sean V. Louden, owner of residential property located at 403 Northwest Syrcle Drive, Warrington Redevelopment District, each in the amount of $4,795, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows;

(Continued on Page 16)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15441 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: Residential Rehab Grant Program Funding and Lien Agreements
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Tonya Green, Neighborhood & Human Services Department Director

That the Board ratify the following February 7, 2019, 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 18 Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Lynnemarie Prock, Trust, owner of residential property located at 8 Elegans Avenue, Barrancas Redevelopment District, each in the amount of $4,043, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof and storm shutter installation;

2. The Agreements between Escambia County CRA and Lynnemarie Prock, Trust, owner of residential property located at 9 Rosea Drive, Barrancas Redevelopment District, each in the amount of $4,335, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof and storm shutter installation;

3. The Agreements between Escambia County CRA and Marilyn R. Mulvey, owner of residential property located at 602 Lakewood Road, Barrancas Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement windows;

4. The Agreements between Escambia County CRA and Ladybug Ventures, LLC, owner of residential property located at 4 Greve Road, Warrington Redevelopment District, each in the amount of $5,705, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

5. The Agreements between Escambia County CRA and Patricia L. Greene, owner of residential property located at 309 Payne Road, Warrington Redevelopment District, each in the amount of $2,700, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

6. The Agreements between Escambia County CRA and John R. Ryan, owner of residential property located at 107 Payne Road, Warrington Redevelopment District, each in the amount of $2,397, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

7. The Agreements between Escambia County CRA and James C. and Cheryl I. Tellefson, owners of residential property located at 308 Bryant Road, Warrington Redevelopment District, each in the amount of $5,640, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

8. The Agreements between Escambia County CRA and Norman D. and Virginia A. Boyd, owners of residential property located at 601 Pelham Road, Warrington Redevelopment District, each in the amount of $2,750, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

9. The Agreements between Escambia County CRA and David Joe Marcum and Sandra Elaine Klihnl Marcum, owners of residential property located at 116 Southeast Gilliland Road, Warrington Redevelopment District, each in the amount of $5,950, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

10. The Agreements between Escambia County CRA and Jay A. Yedrysek, owner of residential property located at 209 Greve Road, Warrington Redevelopment District, each in the amount of $2,707, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

11. The Agreements between Escambia County CRA and David Toellner, owner of residential property located at 310 Payne Road, Warrington Redevelopment

District, each in the amount of $6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

12. The Agreements between Escambia County CRA and Anthony B. and Michael J. Bosso, owners of residential property located at 110 Shasta Road, Warrington Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, electrical rewiring upgrade and central heating and air conversion;

13. The Agreements between Escambia County CRA and Jerry R. and Jan M. Robbins, owners of residential property located at 209 Baublits Road, Warrington Redevelopment District, each in the amount of $3,750, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

14. The Agreements between Escambia County CRA and Ronald F. and Joan P. Olmstead, owners of residential property located at 17 Audusson Avenue, Barrancas Redevelopment District, each in the amount of $4,133, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof and replacement windows;

15. The Agreements between Escambia County CRA and Michael J. Bosso, owner of residential property located at 116 South Second Street, Warrington Redevelopment District, each in the amount of $4,709, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof and central heating and air conversion;

16. The Agreements between Escambia County CRA and Phillip A. and Cheryl E. Pollock, owners of residential property located at 222 Payne Road, Warrington Redevelopment District, each in the amount of $4,020, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, total electrical rewiring upgrade and central heating and air conversion;

17. The Agreements between Escambia County CRA and Lavada Jean Walden, owner of residential property located at 220 Betty Road, Barrancas Redevelopment District, each in the amount of $4,462, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof;

18. The Agreements between Escambia County CRA and Gary S. Slocum, owner of residential property located at 6 Earl Court, Warrington Redevelopment District, each in the amount of $3,502, representing an in-kind match through

the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

BACKGROUND:

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for residential properties within the designated CRA areas. A rendering of each project is attached.

On February 7, 2019 at 9:00 a.m., a CRA meeting was convened to consider approval of the various agenda items.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

1. Lynnemarie Prock, Trust, Barrancas TIF, Cost Center 370116, in the amount of $4,043
2. Lynnemarie Prock, Trust, Barrancas TIF, Cost Center 370116, in the amount of $4,335
3. Marilyn R. Mulvey, Barrancas TIF, Cost Center 370116, in the amount of $6,000
4. Ladybug Ventures, LLC, Warrington TIF, Cost Center 370114, in the amount of $5,705
5. Patricia L. Greene, Warrington TIF, Cost Center 370114, in the amount of $2,700
6. John R. Ryan, Warrington TIF, Cost Center 370114, in the amount of $2,397
7. James C. and Cheryl I. Tellefson, Warrington TIF, Cost Center 370114, in the amount of $5,640
8. Norman D. and Virginia A. Boyd, Warrington TIF, Cost Center 370114, in the amount of $2,750
9. David Joe Marcum and Sandra Elaine Klihnl Marcum, Warrington TIF, Cost Center 370114, in the amount of $5,950
10. Jay A. Yedrysek, Warrington TIF, Cost Center 370114, in the amount of $2,707
11. David Toellner, Warrington TIF, Cost Center 370114, in the amount of $6,000
12. Anthony B. and Michael J. Bosso, Warrington TIF, Cost Center 370114, in the amount of $6,000
13. Jerry R. and Jan M. Robbins, Warrington TIF, Cost Center 370114, in the amount of $3,750
14. Ronald F. and Joan P. Olmstead, Barrancas TIF, Cost Center 370116, in the amount of $4,133
15. Michael J. Bosso, Warrington TIF, Cost Center 370114, in the amount of $4,709
16. Phillip A. and Cheryl E. Pollock, Warrington TIF, Cost Center 370114, in the amount of $4,020
17. Lavada Jean Walden, Barrancas TIF, Cost Center 370116, in the amount of $4,462
18. Gary S. Slocum, Warrington TIF, Cost Center 370114, in the amount of $3,502

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Agreements_8 Elegans Ave_Prock_Feb2019
Agreements_9 Rosea Dr_Prock_Feb2019
Agreements_602 Lakewood Rd_Mulvey_Feb2019
Agreements_4 Greve Rd_Ladybug Ventures_Feb2019
Agreements_309 Payne_Greene_Feb2019
Agreements_107 Payne_Ryan_Feb2019
Agreements_308 Bryant_Tellefson_Feb2019
Agreements_601 Pelham_Boyd_Feb2019
Agreements_116 Southeast Gilliland_Marcum_Feb2019
Agreements_209 Greve_Yedrysek_Feb2019
Agreements_310 Payne_Toellner_Feb2019
Agreements_110 Shasta Rd_Bosso_Feb2019
Agreements_17 Audusson Avenue_Olmstead_Feb2019
Agreements_209 Baublits Road_Robbins_Feb2019
Agreements_116 South Second St_Bosso_Feb2019
Agreements_222 Payne Road_Pollock_Feb2019
Agreements_220 Betty Road_Walden_Feb2019
Agreements_6 Earl Court_Slocum_Feb2019

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **February 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Lynnemarie Prock, Trust** (the "Recipient"), owner of residential property located at **8 Elegans Avenue,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$4,043**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$4,043** which shall be comprised of a cash contribution of **$4,043**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th day** of **February 2019**, and the Project shall be complete on or before the **7th** day of **May 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Lynnemarie Prock, Trust
8 Elegans Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Lynnemarie Prock
Lynnemarie Prock, Trust, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of November, 2018 by Lynnemarie Prock, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp. 3-22-26 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/13/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Lynnemarie Prock, Trust**
Property Address: **8 Elegans Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement Roof and Storm Shutter Installation.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Lynnemarie Prock	**8 Elegans Avenue** **Pensacola, FL 32507**	**59-2S-30-1000-022-019**

Total Amount of Lien **$4,043**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Lynnemarie Prock

Lynnemarie Prock, Trust, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of November, 2018 by Lynnemarie Prock, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp- 3-20-20 as identification.

Sherry Duffey

Signature of Notary Public

(Notary Seal)

Sherry Duffey

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 11/13/18

This instrument prepared by:
Sherry Duffey, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Before (taken 5/15/2018)

Replacement Roof and Storm Shutter Installation

8 Elegans Avenue – LynneMarie Prock, Trustee for LynneMarie Prock, Revocable Trust

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

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6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

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14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Lynnemarie Prock, Trust
9 Rosea Drive
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Lynnemarie Prock
Lynnemarie Prock, Trust, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of November, 2018 by Lynnemarie Prock, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp. 3-22-56 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.
By/Title:
Date: 11/13/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Lynnemarie Prock, Trust**
Property Address: **9 Rosea Drive, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement Roof and Storm Shutter Installation.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Lynnemarie Prock	**9 Rosea Drive** **Pensacola, FL 32507**	**59-2S-30-1000-005-018**

Total Amount of Lien **$4,335**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Lynnemarie Prock

Lynnemarie Prock, Trust, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of November, 2018 by Lynnemarie Prock, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp. 3-22-26 as identification.

Sherry D Duffey

Signature of Notary Public

(Notary Seal)

Sherry Duffey

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 11/13/18

This instrument prepared by:
Sherry Duffey, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Before (taken 2/15/2018)

Replacement Roof and Storm Shutter Installation

9 Rosea Drive – LynneMarie Prock, Trustee for LynneMarie Prock, Revocable Trust

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **February 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Marilyn R. Mulvey** (the "Recipient"), owner of residential property located at **602 Lakewood Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$6,000** which shall be comprised of a cash contribution of **$6,000**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th day** of **February 2019**, and the Project shall be complete on or before the **7th** day of **May 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Marilyn R. Mulvey
602 Lakewood Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Marilyn R. Mulvey
Marilyn R. Mulvey, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of November, 2018 by Marilyn R. Mulvey, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp. 8-14-21 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.
By/Title:
Date: 11/20/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Marilyn R. Mulvey**
Property Address: **602 Lakewood Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement Windows.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Marilyn R. Mulvey	**602 Lakewood Road Pensacola, FL 32507**	**59-2S-30-1000-018-016**

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Marilyn R. Mulvey

Marilyn R. Mulvey, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of November, 2018 by Marilyn R. Mulvey, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp. 8-14-21 as identification.

Sherry Duffey

Signature of Notary Public

(Notary Seal)

Sherry Duffey

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 11/26/18

This instrument prepared by:
Sherry Duffey, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

BEFORE

Replacement Windows

602 Lakewood Road-Marilyn R. Mulvey

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **24th** day of **January 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Ladybug Ventures, LLC,** (the "Recipient"), owner of residential property located at **4 Greve Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$5,705**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$5,705**, which shall be comprised of a cash contribution of **$5,705**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **24th** day of **January 2019**, and the Project shall be complete on or before the **24th** day of **April 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Ladybug Ventures, LLC
4 Greve Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient: Ladybug Ventures, LLC

Carol Irene Sekhon
Carol Irene Sekhon, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of November, 2018 by Carol Irene Sekhon, Property Owner. She (✓) is personally known to me or (___) has produced _____ as identification.

MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Notary Seal

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: Kristin Hual Attorney
Date: 11/21/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Ladybug Ventures, LLC**
Property Address: **4 Greve Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement windows.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Ladybug Ventures, LLC	**4 Greve Road** **Pensacola, FL 32507**	**50-2S-30-6090-303-015**

Total Amount of Lien **$5,705**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient: Ladybug Ventures, LLC

Carol Irene Sekhon

Carol Irene Sekhon, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of November, 2018 by Carol Irene Sekhon, Property Owner. She (✓) is personally known to me or (___) has produced _____ as identification.

(Notary Seal)

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 11/27/18

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Replacement windows

4 Greve Road – Ladybug Ventures, LLC

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **February 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Patricia L. Greene,** (the "Recipient"), owner of residential property located at **309 Payne Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$2,700**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$2,700**, which shall be comprised of a cash contribution of **$2,700**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **February 2019**, and the Project shall be complete on or before the **7th** day of **May 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Patricia L. Greene
309 Payne Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Patricia L. Greene
Patricia L. Greene, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of November, 2018 by Patricia L. Greene, Property Owner. She (__) is personally known to me or (___) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/21/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Patricia L. Greene**
Property Address: **309 Payne Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Patricia L. Greene	**309 Payne Road** **Pensacola, FL 32507**	**50-2S-30-6090-461-022**

Total Amount of Lien **$2,700**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Patricia L. Greene

Patricia L. Greene, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of November, 2018 by Patricia L. Greene, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

MAXWELL ROGERS

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 11/13/18

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Replacement roof

309 Payne Road – Patricia L. Greene

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **February 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **John R. Ryan,** (the "Recipient"), owner of residential property located at **107 Payne Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$2,397**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$2,397**, which shall be comprised of a cash contribution of **$2,397**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **February 2019**, and the Project shall be complete on or before the **7th** day of **May 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
John R. Ryan
107 Payne Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
John R. Ryan, Property Owner

Approved as to form and legal sufficiency.
By/Title: _____
Date: 10/21/18

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of November, 2018 by John R. Ryan, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **John R. Ryan**
Property Address: **107 Payne Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
John R. Ryan	**107 Payne Road** **Pensacola, FL 32507**	**50-2S-30-6090-338-017**

Total Amount of Lien **$2,397**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

John R. Ryan, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of November, 2018 by John R. Ryan, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

Signature of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/21/18

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Replacement roof

107 Payne Road – John R. Ryan

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **February 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **James C. and Cheryl I. Tellefson,** (the "Recipient(s)"), owner of residential property located at **308 Bryant Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$5,640**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$5,640**, which shall be comprised of a cash contribution of **$5,640**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **February 2019**, and the Project shall be complete on or before the **7th** day of **May 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
James C. and Cheryl I. Tellefson
308 Bryant Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

_____
James C. Tellefson, Property Owner

_____
Cheryl I. Tellefson, Property Owner

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/21/18

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of November, 2018 by James C. Tellefson, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

The foregoing instrument was acknowledged before me this 30th day of November, 2018 by Cheryl I. Tellefson, Property Owner. She (✓) is personally known to me or (___) has produced _____ as identification.

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.
(Notary Seal)

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **James C. and Cheryl I. Tellefson**
Property Address: **308 Bryant Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement Roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
James C. Tellefson and Cheryl I. Tellefson	**308 Bryant Road Pensacola, FL 32507**	**50-2S-30-6090-183-010**

Total Amount of Lien **$5,640**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

James C. Tellefson, Property Owner

Cheryl I. Tellefson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of November, 2018 by James C. Tellefson, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

The foregoing instrument was acknowledged before me this 30th day of November, 2018 by Cheryl I. Tellefson, Property Owner. She (✓) is personally known to me or (___) has produced _____ as identification.

Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/21/18

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Replacement Roof

308 Bryant Road – James C. and Cheryl I. Tellefson

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **February 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Norman D. and Virginia A. Boyd,** (the "Recipient(s)"), owner of residential property located at **601 Pelham Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$2,750**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$2,750**, which shall be comprised of a cash contribution of **$2,750**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **February 2019**, and the Project shall be complete on or before the **7th** day of **May 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
Norman D. and Virginia A. Boyd
601 Pelham Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 12/3/18

For Recipients:

_____
Norman D. Boyd, Property Owner

_____
Virginia A. Boyd, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of December, 2018 by Norman D. Boyd, Property Owner. He (__) is personally known to me or (___) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 4th day of December, 2018 by Virginia A. Boyd, Property Owner. She (__) is personally known to me or (___) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Norman D. and Virginia A. Boyd**
Property Address: **601 Pelham Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement Roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Norman D. and Virginia A. Boyd	**601 Pelham Road Pensacola, FL 32507**	**37-2S-30-1001-001-005**

Total Amount of Lien **$2,750**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Norman D. Boyd, Property Owner

Virginia A. Boyd, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of December, 2018 by Norman D. Boyd, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 4th day of December, 2018 by Virginia A. Boyd, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: K. Walsh
Date: 12/3/18

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Replacement Roof

601 Pelham Road – Norman D. and Virginia A. Boyd

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **February 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **David Joe Marcum and Sandra Elaine Klihnl Marcum,** (the "Recipient(s)"), owner of residential property located at **116 Southeast Gilliland Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$5,950**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$5,950**, which shall be comprised of a cash contribution of **$5,950**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **February 2019**, and the Project shall be complete on or before the **7th** day of **May 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
David Joe Marcum and
Sandra Elaine Klihnl Marcum
116 Southeast Gilliland Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

David Joe Marcum
David Joe Marcum, Property Owner

Sandra Elaine Klihnl Marcum
Sandra Elaine Klihnl Marcum, Property Owner

Approved as to form and legal sufficiency.
By/Title:
Date: 12/4/18

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of December, 2018 by David Joe Marcum, Property Owner. He (1) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 5th day of December, 2018 by Sandra Elaine Klihnl Marcum, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal)
MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **David Joe Marcum and Sandra Elaine Klihnl Marcum**
Property Address: **116 Southeast Gilliland Road, Pensacola, Florida, 32507**

The “Project” includes the following improvement to the above referenced property:

Replacement windows.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
David Joe Marcum and Sandra Elaine Klihnl Marcum	**116 Southeast Gilliland Road Pensacola, FL 32507**	**50-2S-30-6090-552-025**

Total Amount of Lien **$5,950**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

David Joe Marcum

David Joe Marcum, Property Owner

Sandra E. Marcum

Sandra Elaine Klihnl Marcum, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of December, 2018 by David Joe Marcum, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 5th day of December, 2018 by Sandra Elaine Klihnl Marcum, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency:

By/Title:

Date: 12/4/18

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Replacement Windows

116 Southeast Gilliland Road – David Joe Marcum and Sandra Elaine Klihnl Marcum

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **February 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Jay A. Yedrysek,** (the "Recipient"), owner of residential property located at **209 Greve Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$2,707**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$2,707**, which shall be comprised of a cash contribution of **$2,707**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **February 2019**, and the Project shall be complete on or before the **7th** day of **May 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Jay A. Yedrysek
209 Greve Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Jay A. Yedrysek, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of December, 2018 by Jay A. Yedrysek, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____
Date: 12/13/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Jay A. Yedrysek**
Property Address: **209 Greve Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Jay A. Yedrysek	**209 Greve Road** **Pensacola, FL 32507**	**50-2S-30-6090-325-016**

Total Amount of Lien **$2,707**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Jay A. Yedrysek, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of December, 2018 by Jay A. Yedrysek, Property Owner. He (—) is personally known to me or (___) has produced _____ as identification.

Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 12/13/18

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Replacement roof

209 Greve Road – Jay A. Yedrysek

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **February 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **David Toellner,** (the "Recipient"), owner of residential property located at **310 Payne Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$6,000**, which shall be comprised of a cash contribution of **$6,000**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **February 2019**, and the Project shall be complete on or before the **7th** day of **May 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
David Toellner
310 Payne Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
David Toellner, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of December, 2018 by David Toellner, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal)

MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____

Date: 12/12/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **David Toellner**
Property Address: **310 Payne Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement windows.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
David Toellner	**310 Payne Road** **Pensacola, FL 32507**	**50-2S-30-6090-495-023**

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

David Toellner, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of December, 2018 by David Toellner, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 12/12/18

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Replacement windows

310 Payne Road – David Toellner

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **February 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Anthony B. and Michael J. Bosso,** (the "Recipient(s)"), owner of residential property located at **110 Shasta Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$6,000**, which shall be comprised of a cash contribution of **$6,000**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **February 2019**, and the Project shall be complete on or before the **7th** day of **May 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
Anthony B. and Michael J. Bosso
110 Shasta Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 12/18/18

For Recipients:

_____
Anthony B. Bosso, Property Owner

_____
Michael J. Bosso, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of December, 2018 by Anthony B. Bosso, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 27th day of December, 2018 by Michael J. Bosso, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Anthony B. and Michael J. Bosso**
Property Address: **110 Shasta Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Total electrical rewiring upgrade and central heating and air conditioning conversion.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Anthony B. Bosso and Michael J. Bosso	**110 Shasta Road Pensacola, FL 32507**	**50-2S-30-6090-526-025**

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Anthony B. Bosso, Property Owner

Michael J. Bosso, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of December, 2018 by Anthony B. Bosso, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 27th day of December, 2018 by Michael J. Bosso, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)
MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 12/6/18

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Total electrical rewiring upgrade and central heating and air conversion

110 Shasta Road – Anthony B. and Michael J. Bosso

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **February 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Ronald F. and Joan P. Olmstead** (the "Recipient's"), owner of residential property located at **17 Audusson Avenue,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$4,133**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$4,133** which shall be comprised of a cash contribution of **$4,133**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th day** of **February 2019**, and the Project shall be complete on or before the **7th** day of **May 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts

documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Ronald F. and Joan P. Olmstead
17 Audusson Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient's:

Ronald F. Olmstead
Ronald F. Olmstead, Property Owner

Joan P. Olmstead
Joan P. Olmstead, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2ND day of January, 2018 by Ronald F. Olmstead, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp. 9-25-23 as identification.

The foregoing instrument was acknowledged before me this 2ND day of January, 2018 by Joan P. Olmstead, Property Owner. She (__) is personally known to me or (✓) has produced FL ID exp. 10-3-20 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.
By/Title: _____
Date: 12/31/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Ronald F. and Joan P. Olmstead**
Property Address: **17 Audusson Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement Roof and Replacement Windows.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Ronald F. and Joan P. Olmstead	**17 Audusson Avenue Pensacola, FL 32507**	**59-2S-30-1000-011-019**

Total Amount of Lien **$4,133**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient's:

Ronald F Olmstead

Ronald F. Olmstead, Property Owner

Joan P. Olmstead

Joan P. Olmstead, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2ND day of January, 2018 by Ronald F. Olmstead, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp. 9-26-23 as identification.

The foregoing instrument was acknowledged before me this 2ND day of January, 2018 by Joan P. Olmstead, Property Owner. He (__) is personally known to me or (✓) has produced FL ID exp. 10-3-20 as identification.

Sherry Duffey

Signature of Notary Public

(Notary Seal)

Sherry Duffey

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 12/31/18

This instrument prepared by:
Sherry Duffey, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Before (taken 12/26/2018)

Replacement Roof and Replacement Windows

17 Audusson Avenue – Ronald F. and Joan P. Olmstead

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **February 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Jerry R. and Jan M. Robbins,** (the "Recipient(s)"), owner of residential property located at **209 Baublits Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$3,750**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$3,750**, which shall be comprised of a cash contribution of **$3,750**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **February 2019**, and the Project shall be complete on or before the **7th** day of **May 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
Jerry R. and Jan M. Robbins
209 Baublits Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

_____
Jerry R. Robbins, Property Owner

_____
Jan M. Robbins, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of December, 2018 by Jerry R. Robbins, Property Owner. He (✓) is personally known to me or (___) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 28th day of December, 2018 by Jan M. Robbins, Property Owner. She (✓) is personally known to me or (___) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Approved as to form and legal sufficiency.

By/Title: _____
Date: 12/19/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Jerry R. and Jan M. Robbins**
Property Address: **209 Baublits Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement Roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Jerry R. and Jan M. Robbins	**209 Baublits Road Pensacola, FL 32507**	**50-2S-30-6090-363-018**

Total Amount of Lien **$3,750**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Jerry R. Robbins, Property Owner

Jan M. Robbins, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of December, 2018 by Jerry R. Robbins, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 28th day of December, 2018 by Jan M. Robbins, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 12/5/18

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Replacement Roof

209 Baublits Road – Jerry R. and Jan M. Robbins

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **February 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Michael J. Bosso,** (the "Recipient"), owner of residential property located at **116 South Second Street,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$4,709**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$4,709**, which shall be comprised of a cash contribution of **$4,709**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **February 2019**, and the Project shall be complete on or before the **7th** day of **May 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Michael J. Bosso
116 South Second Street
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Michael J. Bosso, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of January, 2019 by Michael J. Bosso, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____
Date: 12/31/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Michael J. Bosso**
Property Address: **116 South Second Street, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement roof and central heating and air conversion.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Michael J. Bosso	**116 South Second Street Pensacola, FL 32507**	**51-2S-30-7061-015-025**

Total Amount of Lien **$4,709**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Michael J. Bosso, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of January, 2019 by Michael J. Bosso, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 12/3/18

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Replacement roof and central heating and air conditioning conversion

116 South Second Street – Michael J. Bosso

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **February 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Phillip A. and Cheryl E. Pollock,** (the "Recipient(s)"), owner of residential property located at **222 Payne Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$4,020**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$4,020**, which shall be comprised of a cash contribution of **$4,020**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **February 2019**, and the Project shall be complete on or before the **7th** day of **May 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
Phillip A. and Cheryl E. Pollock
222 Payne Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

_____
Phillip A. Pollock, Property Owner

_____
Cheryl E. Pollock, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of January, 2019 by Phillip A. Pollock, Property Owner. He (__) is personally known to me or (___) has produced MS Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 4th day of January, 2019 by Cheryl E. Pollock, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal)

MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____
Date: 1/4/19

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Phillip A. and Cheryl E. Pollock**
Property Address: **222 Payne Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Total electrical rewiring upgrade and central heating and air conversion.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Phillip A. and Cheryl E. Pollock	**222 Payne Road Pensacola, FL 32507**	**50-2S-30-6090-383-018**

Total Amount of Lien **$4,020**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Phillip A. Pollock, Property Owner

Cheryl E. Pollock, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of January, 2019 by Phillip A. Pollock, Property Owner. He (__) is personally known to me or (✓) has produced MS Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 4th day of January, 2019 by Cheryl E. Pollock, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 1/4/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Total electrical rewiring upgrade and central heating and air conversion

222 Payne Road – Phillip A. and Cheryl E. Pollock

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **February 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Lavada Jean Walden** (the "Recipient"), owner of residential property located at **220 Betty Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$4,462**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$4,462** which shall be comprised of a cash contribution of **$4,462**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th day** of **February 2019**, and the Project shall be complete on or before the **7th** day of **May 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Lavada Jean Walden
220 Betty Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Lavada Jean Walden

Lavada Jean Walden, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of January, 2019 by Lavada Jean Walden, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp. 6-29-26 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.

By/Title: _____
Date: 1/8/19

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Lavada Jean Walden**
Property Address: **220 Betty Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement Roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Lavada Jean Walden	**220 Betty Road** **Pensacola, FL 32507**	**59-2S-30-5012-023-032**

Total Amount of Lien **$4,462**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Lavada Jean Walden

Lavada Jean Walden, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of January, 2019 by Lavada Jean Walden, Property Owner. She (__) is personally known to me or (✓) has produced FLDL exp. 6.29.26 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 1/8/19

This instrument prepared by:
Sherry Duffey, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Before (taken 12/11/2018)

Replacement Roof

220 Betty Road – Jean Walden

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **February 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Gary S. Slocum,** (the "Recipient"), owner of residential property located at **6 Earl Court,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$3,502**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$3,502**, which shall be comprised of a cash contribution of **$3,502**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **February 2019**, and the Project shall be complete on or before the **7th** day of **May 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Gary S. Slocum
6 Earl Court
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Gary S. Slocum, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of January, 2019 by Gary S. Slocum, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)
MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Approved as to form and legal sufficiency.

By/Title: _____
Date: 1/7/19

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Gary S. Slocum**
Property Address: **6 Earl Court, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Gary S. Slocum	**6 Earl Court** **Pensacola, FL 32507**	**37-2S-30-1000-009-002**

Total Amount of Lien **$3,502**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Gary S. Slocum, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of January, 2019 by Gary S. Slocum, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 1/3/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Replacement roof

6 Earl Court – Gary S. Slocum

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15442 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: Cancellation of Residential Rehab Grant Program Liens
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Green, Neighborhood & Human Services Department Director

That the Board ratify the following February 7, 2019, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellations of 18 Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	Address	Amount
Geoffrey M. Brown	26 Kennington Drive	$1,995
Susan A. Burroughs	214 Bill Place	$1,950
Cheryl R. Cooksey	314 Bryant Road	$3,909
Lori Cooper	212 Brown Road	$4,045
Lynwood V., Jr. and Vicki A. Fletcher	632 Lakewood Road	$6,000
John T. Harp	1103 North Old Corry Field Road	$5,036
Cheryl J. Holbert	208 West Sunset Avenue	$1,760
Mary Gail Parkton	8424 Forge Place	$3,000
Connie Rossvanes	811 Gordon Avenue	$6,000
Glen C. Sefcik	307 Lakewood Road	$4,537
Daniel E. and Catherin M. Storey	507 Northwest Syrcle Drive	$2,050
Marjory Tandy	308 Ruberia Avenue	$2,750

Travelstar Properties, LLC	513 Lakewood Road	$2,900
Ren and Sheng Enterprises, LLC	508 Edgewater Drive	$4,448
Susan W. Combs	610 Chaseville Street	$3,650
Grace R. Amell	3219 Bayshore Square	$5,934
Vernon T. Washington	3400 Hernandez Street	$2,520
Gary J. Langhammer and Mallie W. Langhammer	15 Lieutenant Street	$2,660

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellation.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owners.

Attachments

LienCX_Brown_February2019
LienCX_Burroughs_February2019
LienCX_Cooksey_February2019
LienCX_Cooper_February2019
LienCX_Fletcher_February2019
LienCX_Harp_February2019

LienCX_Holbert_February2019
LienCX_Parkton_February2019
LienCX_Rossvanes_February2019
LienCX_Sefcik_February2019
LienCX_Storey_February2019
LienCX_Tandy_February2019
LienCX_TravelstarLLC_February2019
LienCX_RenandShengEnterprisesLLC_February2019
LienCX_Combs_February2019
LienCX_Amel_February2019
LienCX_Washington_February2019
LienCX_Langhammer_February2019

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$1,995** executed by **Geoffrey M. Brown**, and recorded in Official Record Book **7840** at page **337**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 1/31/13

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

9/21/2017 II-f A(1)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018004433 1/19/2018 10:25 AM
OFF REC BK: 7840 PG: 337 Doc Type: L
Recording $18.50

Escambia County Community Re
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Geoffrey M. Brown	**26 Kennington Drive Pensacola, FL 32507**	**37-2S-30-9001-130-005**

Total Amount of Lien **$1,995**

Date: 9/25/2017 Verified By:

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Geoffrey M. Brown, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of August, 2017 by Geoffrey M. Brown, Property Owner. He (__) is personally known to me or (✓) has produced FL ID Card as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)
MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
D.B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Deputy Clerk

Date Executed: 9/21/2017

BCC Approved: 09-21-2017

Approved as to form and legal sufficiency

By/Title:

Date: 8/3/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Warrington District

Geoffrey Brown

26 Kennington Drive

Replacement Roof

Project Total $3,990

Grant Total $1,995

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$1,950** executed by **Susan A. Burroughs**, and recorded in Official Record Book **7803** at page **1410**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: KD Walsart
Date: 11/13/18

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

9/21/2017 CAK II-8A(2)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017086212 11/1/2017 3:33 PM
OFF REC BK: 7803 PG: 1410 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Susan A. Burroughs	**214 Bill Place** **Pensacola, FL 32507**	**37-2S-30-1000-017-006**

Date: 9/25/2017 Verified By: [signature]

Total Amount of Lien **$1,950**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Susan A. Burroughs, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of August, 2017 by Susan A. Burroughs, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: **D. B. Underhill, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

By: Deputy Clerk

Date Executed: 9/21/2017

BCC Approved: 09-21-2017

Approved as to form and legal sufficiency.

By/Title:

Date: 8/22/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Warrington District

Susan Burroughs

214 Bill Place

Replacement Roof

Project Total $3,900

Grant Total $1,950

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$3,909** executed by **Cheryl R. Cooksey**, and recorded in Official Record Book **7833** at page **1695**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/13/18

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

11/30/2017 CAR II-9 (5-B)

CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 201800668 1/3/2018 4:26 PM
OFF REC BK: 7833 PG: 1695 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Cheryl R. Cooksey	**314 Bryant Road** **Pensacola, FL 32507**	**50-2S-30-6090-186-010**

Total Amount of Lien **$3,909**

Date: 12/1/2017 Verified By:

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For/Recipient:

Cheryl R. Cooksey, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of October, 2017 by Cheryl R. Cooksey, Property Owner. She ( ) is personally known to me or (✓) has produced TX Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

Notary Seal: MAXWELL ROGERS Commission # FF 77771 My Commission Expires December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: ~~D. B. Underhill, Chairman~~ **Jeff Bergosh, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: Deputy Clerk

Date Executed: 11/30/2017

BCC Approved: 11-30-2017

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title:

Date: 10/16/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Warrington District

Cheryl Cooksey

314 Bryant Road

Replacement Windows

Project Total $7,818

Grant Total $3,909

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,045** executed by **Lori Cooper**, and recorded in Official Record Book **7805** at page **1963**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: [signature]
Date: 11/19/18

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

7/18/2017 CAL II-1A(2)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017087448 11/7/2017 11:04 AM
OFF REC BK: 7805 PG: 1963 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Lori Cooper	**212 Brown Road** **Pensacola, FL 32507**	**50-2S-30-6090-100-006**

Total Amount of Lien **$4,045**

Date: 7/20/2017 Verified By: C. Cooper

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Lori Cooper, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of June, 2017 by Lori Cooper, Property Owner. She (__) is personally known to me or (✓) has produced TN Drivers Lic as identification.

Signature of Notary Public

Maxwell Rogers

Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____

D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____ Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Date Executed: 7/18/2017

BCC Approved: 07-18-2017

Approved as to form and legal sufficiency.

By/Title: K Dugal ACA

Date: 6/13/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Warrington District

Lori Cooper

212 Browns Road

Replacement Roof

Project Total $8,090

Grant Total $4,045

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$6,000** executed by **Lynwood V., and Vicki A. Fletcher**, and recorded in Official Record Book **7840** at page **335**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/13/18

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

7/18/2017 CAR II-1A(3)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018004432 1/19/2018 10:25 AM
OFF REC BK: 7840 PG: 335 Doc Type: L
Recording $18.50

Escambia County Community R
Residential Rehab Gr
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Lynwood V., Jr., and Vicki A. Fletcher	**632 Lakewood Road Pensacola, FL 32507**	**59-2S-30-1000-006-016**

Verified By: [signature] Date: 7/20/2017

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Lynwood V., Jr., Fletcher, Property Owner

Vicki A. Fletcher, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of June, 2017 by Lynwood V., Jr., Fletcher, Property Owner. He (__) is personally known to me or (✓) has produced FL DL EXP 11-16-18 as identification.

The foregoing instrument was acknowledged before me this 15th day of June, 2017 by Vicki A. Fletcher, Property Owner. She (__) is personally known to me or (✓) has produced FL DL EXP 3-17-20 as identification.

Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942783
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

Date Executed: 7/18/2017

BCC Approved: 07-18-2017

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____

Date: 6/13/17

Barrancas District

Lynwood & Vicki Fletcher

632 Lakewood Road

Replacement Windows

Project Total $20,959

Grant Total $6,000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$5,036** executed by **John T. Harp**, and recorded in Official Record Book **7813** at page **174**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/28/18

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

9/21/2017 CAK II-8 A(5)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 201709149 11/21/2017 2:29 PM
OFF REC BK: 7813 PG: 174 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
John T. Harp	**1103 North Old Corry Field Road Pensacola, FL 32505**	**34-2S-30-1091-000-012**

Verified By: [signature] Date: 9/25/2017

Total Amount of Lien **$5,036**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

John T. Harp

John T. Harp, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22ND day of August, 2017 by John T. Harp, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers License as identification.

Sherry Duffey

Signature of Notary Public

(Notary Seal)

Sherry Duffey

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____

D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO. FL

By: Jessica Whittle
Deputy Clerk

Date Executed: 9/21/2017

BCC Approved: 09-21-2017

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/22/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Brownsville District

John Harp

1103 N. Old Corry Field Road

Replacement Windows and Storm Shutter Installation

Project Total $10,072

Grant Total $5,036

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$1,760** executed by **Cheryl J. Holbert**, and recorded in Official Record Book **7816** at page **395**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/13/18

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Clerk's Original

9/21/2017 CRC #8 A(6)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017093199 11/30/2017 8:43 AM
OFF REC BK: 7816 PG: 395 Doc Type: L
Recording $18.50

Escambia County Community Re
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Cheryl J. Holbert	**208 West Sunset Avenue Pensacola, FL 32507**	**50-2S-30-6090-265-013**

Verified By: [signature] Date: 9/25/2017

Total Amount of Lien **$1,760**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Cheryl J. Holbert

Cheryl J. Holbert, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of August, 2017 by Cheryl J. Holbert, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

(Notary Seal)

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Jessica Mittle
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Date Executed: 9/21/2017

BCC Approved: 09-21-2017

Approved as to form and legal sufficiency.
By/Title: KCWalACA
Date: 8/23/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Warrington District

Cheryl Holbert

208 W. Sunset Avenue

Sanitary Sewer Connection

Project Total $3,520

Grant Total $1,760

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$3,000** executed by **Mary Gail Parkton**, and recorded in Official Record Book **7828** at page **1989**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/13/18

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

11/30/2017 CAPII-9 (12-B)

CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017100138 12/27/2017 2:17 PM
OFF REC BK: 7828 PG. 1989 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Mary Gail Parkton	**8424 Forge Place** **Pensacola, FL 32514**	**21-1S-30-2000-000-002**

Date: 12/14/2017 Verified By:

Total Amount of Lien **$3,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Mary Gail Parkton

Mary Gail Parkton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of October, 2017 by Mary Gail Parkton, Property Owner. She ( ) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

MAXWELL ROGERS

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

_____ Deputy Clerk

Date Executed: 11/30/2017

BCC Approved: 11-30-2017

Approved as to form and legal sufficiency.

By/Title: _____

Date: 10/25/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Ensley District

Mary Parkton

8424 Forge Place

Replacement Roof

Project Total $6,000

Grant Total $3,000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$6,000** executed by **Connie Rossvanes** and recorded in Official Record Book **7803** at page **1416**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/13/18

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

6/22/2017 CRA
II-6(2)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017086215 11/1/2017 3:33 PM
OFF REC BK: 7803 PG: 1416 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Verified By: S. Carver
Date: 6/26/2017

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Connie Rossvanes	**811 Gordon Avenue** **Pensacola, FL 32507**	**35-2S-31-1000-018-113**

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Connie Rossvanes, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of May, 2017 by Connie Rossvanes, Property Owner. She (__) is personally known to me or (✓) has produced AL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: **D. B. Underhill, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Deputy Clerk

Date Executed: 6/22/2017

BCC Approved: 6-22-2017

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title: Neal, DCA

Date: 5/8/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Warrington District

Connie Rossvanes

811 Gordon Avenue

Total Electrical Rewiring & Central Heating and Air Conversion

Project Total $13,700

Grant Total $6,000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,537** executed by **Glen C. Sefcik**, and recorded in Official Record Book **7803** at page **1408**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/13/12

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

9/21/2017 CAR II-8 A(8)

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Glen C. Sefcik	**307 Lakewood Road** **Pensacola, FL 32507**	**59-2S-30-1000-013-002**

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017086211 11/1/2017 3:33 PM
OFF REC BK: 7803 PG: 1408 Doc Type: L
Recording $18.50

Total Amount of Lien **$4,537**

Verified By: [signature] Date: 9/25/2017

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Glen C. Sefcik, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of August, 2017 by Glen C. Sefcik, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers License as identification.

Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: **D. B. Underhill, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: Deputy Clerk

Date Executed: 9/21/2017

BCC Approved: 09-21-2017

Approved as to form and legal sufficiency.

By/Title:
Date: 8/11/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Barrancas District

Glen Sefcik

307 Lakewood Road

Replacement Roof

Project Total $9,075

Grant Total $4,537

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,050** executed by **Daniel E. and Catherin M. Storey**, and recorded in Official Record Book **7840** at page **339**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/13/18

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

11/30/2017 (Agn II-G (16-B)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018004434 1/19/2018 10:25 AM
OFF REC BK: 7840 PG: 339 Doc Type: L
Recording $18.50

Escambia County Community R
Residential Rehab Gr
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Daniel E. and Catherin M. Storey	**507 Northwest Syrcle Drive Pensacola, FL 32507**	**50-2S-30-6090-074-005**

Date: 12/4/2017 Verified By:

Total Amount of Lien **$2,050**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Daniel E. Storey, Property Owner

Catherin M. Storey, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of November, 2017 by Daniel E. Storey, Property Owner. He ( ) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 3rd day of November, 2017 by Catherin M. Storey, Property Owner. She ( ) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: 11/30/2017

BCC Approved: 11-30-2017

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/1/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Before

Warrington District

Daniel & Catherin Storey

507 NW Syrcle Drive

Replacement Roof

Project Total $4,100

Grant Total $2,050

After

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,750** executed by **Marjory Tandy**, and recorded in Official Record Book **7803** at page **1412**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title:
Date: 11/28/18

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

8-17-2017
CAR II-1 A(2)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017086213 11/1/2017 3:33 PM
OFF REC BK: 7803 PG: 1412 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Marjory Tandy	**308 Ruberia Avenue** **Pensacola, FL 32507**	**59-2S-30-1000-014-009**

Date 8-21-17 Verified By: [signature]

Total Amount of Lien **$2,750**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Marjory Tandy

Marjory Tandy, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of July, 2017 by Marjory Tandy, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers License as identification.

Sherry Duffey

Signature of Notary Public

Sherry Duffey

Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____

D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: 8-17-2017

BCC Approved: 08-17-2017

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title: _____

Date: _____

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Barrancas District

Marjory Tandy

308 Ruberia Avenue

Replacement Roof

Project Total $5,500

Grant Total $2,750

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,900** executed by **Travelstar Properties, LLC**, and recorded in Official Record Book **7803** at page **1414**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 1/31/19

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017086214 11/1/2017 3:33 PM
OFF REC BK: 7803 PG: 1414 Doc Type: L
Recording $18.50

Escambia County
Clerk's Original

8-17-2017
CRA II-1 A(3)

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Travelstar Properties, LLC	**513 Lakewood Road Pensacola, FL 32507**	**59-2S-30-1000-011-021**

Verified By: [signature] Date: 8-21-17

Total Amount of Lien **$2,900**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s): Travelstar Properties, LLC

Stephen M. Young, Authorized Member

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of July, 2017 by Stephen M. Young, Authorized Member. He (__) is personally known to me or (Y) has produced FL Drivers License as identification.

Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019

For: **Board of County Commissioners of Escambia County**

By: **D. B. Underhill, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: Deputy Clerk

SEAL

Date Executed: 8.17.2017

BCC Approved: 8.17.2017

Approved as to form and legal sufficiency.

By/Title:

Date: 8/16/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Barrancas District

Travelstar Properties, LLC

513 Lakewood Road

Replacement Roof

Project Total $5,800

Grant Total $2,900

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,448** executed by **Ren & Sheng Enterprises, LLC**, and recorded in Official Record Book **7832** at page **1902**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/13/18

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018000215 1/2/2018 2:55 PM
OFF REC BK: 7832 PG: 1902 Doc Type: L
Recording $18.50

11/30/2017 CAPII-9 (1-B)

Escambia County Community R
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Date: 12/14/17 Verified By:

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Ren & Sheng Enterprises, LLC	**508 Edgewater Drive Pensacola, FL 32507**	**37-2S-30-1001-039-002**

Total Amount of Lien **$4,448**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Gongying Ren, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of September, 2017 by Gongying Ren, Property Owner. She (__) is personally known to me or (✓) has produced GA Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)
MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____
~~**D. B. Underhill, Chairman**~~
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA CO., FL

Date Executed: 11/30/2017

BCC Approved: 11-30-2017

Approved as to form and legal sufficiency.
By/Title:
Date: 11/27/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Warrington District

Ren & Sheng Enterprises, LLC

508 Edgewater Drive

Replacement Windows

Project Total $8,897

Grant Total $4,448

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$3,650** executed by **Susan W. Combs**, and recorded in Official Record Book **7844** at page **1735**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial, Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial, Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 12/26/18

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018006840 1/29/2018 2:29 PM
OFF REC BK: 7844 PG: 1735 Doc Type L
Recording $18.50

11/30/2017 CAR II-9 (7-B)

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Susan W. Combs	**610 Chaseville Street** **Pensacola, FL 32507**	**37-2S-30-1001-010-005**

Total Amount of Lien **$3,650**

Date: 12/4/2017 Verified By:

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Susan W. Combs, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of October, 2017 by Susan W. Combs, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: ~~**B. B. Underhill, Chairman**~~
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Deputy Clerk

Date Executed: 11/30/2017

BCC Approved: 11-30-2017

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title:
Date: 10/11/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Warrington District

Susan W. Combs

610 Chaseville Street

Replacement Roof

Project Total $7,300

Grant Total $3,650

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$5,934** executed by **Grace R. Amell**, and recorded in Official Record Book **7844** at page **1731**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 12/26/18

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

11/30/2017 CARII9 (2-B)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018006838 1/29/2018 2:29 PM
OFF REC BK: 7844 PG: 1731 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Grace R. Amell	**3219 Bayshore Square** **Pensacola, FL 32507**	**59-2S-30-2190-002-002**

Total Amount of Lien **$5,934**

Date: 12/1/2017 Verified By:

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Grace R. Amell

Grace R. Amell, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of September, 2017 by Grace R. Amell, Property Owner. She (__) is personally known to me or (✓) has produced FL DL EXP. 10-28-18 as identification.

Sherry Duffey

Signature of Notary Public

Sherry Duffey

Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____

~~**D. B. Underhill, Chairman**~~

Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: 11/30/2017

BCC Approved: 11-30-2017

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title: _____

Date: 11/21/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Barrancas District

Grace R. Amell

3219 Bayshore Square

Replacement Windows

Project Total $11,867

Grant Total $5,934

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,520** executed by **Vernon T. Washington**, and recorded in Official Record Book **7844** at page **1733**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial, Façade, Landscaping, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial, Façade, Landscaping, and Infrastructure Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 12/26/18

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

11/30/2017 CA II-9 (4-B)

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018006839 1/29/2018 2:29 PM
OFF REC BK: 7844 PG: 1733 Doc Type: L
Recording $18.50

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Vernon T Washington,	**3400 Hernandez Street Pensacola, FL 32507**	**16-2S-30-4900-010-004**

Date: 12/1/2017 Verified By:

Total Amount of Lien **$2,520**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Vernon T. Washington, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of September, 2017 by Vernon T. Washington, Property Owner. He (__) is personally known to me or (✓) has produced FL DL EXP. 11-12-19 as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: ~~D. B. Underhill, Chairman~~

Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: Deputy Clerk

Date Executed: 11/30/2017

BCC Approved: 11-30-2017

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO. FL

Approved as to form and legal sufficiency.

By/Title:

Date: 9/26/17

This instrument prepared by:
Nick Jordan, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Englewood District

Vernon T. Washington

3400 Hernandez Street

Replacement Roof

Project Total $5,040

Grant Total $2,520

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,660** executed by **Gary J. Langhammer and Mallie W. Langhammer**, and recorded in Official Record Book **7850** at page **1544**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 12/20/18

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

11/30/2017 CA12 II-9 (10-13)

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Gary J. Langhammer and Mallie W. Langhammer	**15 Lieutenant Street Pensacola, FL 32507**	**37-2S-30-9000-008-003**

Verified By: [signature] Date: 12/4/2017

Total Amount of Lien **$2,660**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018009931 2/7/2018 10:52 AM
OFF REC BK: 7850 PG: 1544 Doc Type: L
Recording $18.50

For Recipient(s):

Gary J. Langhammer, Property Owner

Mallie W. Langhammer, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of October, 2017 by Gary J. Langhammer, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 25th day of October, 2017 by Mallie W. Langhammer, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

Maxwell Rogers
Printed Name of Notary Public

Notary Seal: MAXWELL ROGERS Commission # FF 77771 My Commission Expires December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
By: _____
Deputy Clerk

Date Executed: 11/30/2017

BCC Approved: 11-30-2017

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: _____
Date: 10/25/17

Warrington District

Gary J. Langhammer and
Mallie W. Langhammer

15 Lieutenant Street

Replacement Windows

Project Total $5,320

Grant Total $2,660

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15443 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Liens
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Liens - Tonya Green, Neighborhood & Human Services Department Director

That the Board ratify the following February 7, 2019, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Liens:

A. Approving the following two Cancellations of the Commercial Facade, Landscape, and Infrastructure Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Commercial Façade, Landscape, and Infrastructure Grant Program:

Property Owner	Address	Amount
Eugene S. Kerr	3912 Barrancas Avenue	$9,998
Nedal Mohammad	3706 Navy Boulevard	$10,000

B. Authorizing the Chairman to execute the Cancellations of Liens documents.

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Commercial Facade, Landscape, and Infrastructure Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the Cancellation of Lien document as to form and legal sufficiency.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Commercial Facade, Landscape, and Infrastructure Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Commercial Facade, Landscape, and Infrastructure Grant Program lien cancellation.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the property owner.

Attachments

LienCX_Kerr_February2019

LienCX_Mohammad_February2019

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$9,998** executed by **Eugene S. Kerr**, and recorded in Official Record Book **7733** at page **1139**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial, Façade, Landscaping, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial, Façade, Landscaping, and Infrastructure Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/13/18

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

12/8/2016 CAB II-9(1)

Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Neighborhood & Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Eugene S. Kerr	**3912 Barrancas Avenue Pensacola, Florida 32534**	**51-2S-30-5000-040-001**

Date: 12-14-2016 Verified By: K. McLeod

Total Amount of Lien **$9,998**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017047733 6/23/2017 9:52 AM
OFF REC BK: 7733 PG: 1139 Doc Type: L
Recording $18.50

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Eugene S. Kerr, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of November, 2016 by, Eugene S. Kerr, Property Owner. He (____) is personally known to me or (✓) has produced FL DL Exp. 7/27/19 as identification.

(Notary Seal)

Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942783
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Escambia County**
Board of County Commissioners

By: **Douglas B. Underhill, Chairman**

Date Executed: 12/8/2016

BCC Approved: 12-08-2016

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title:
Date: 11/3/16

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place Suite 305, Pensacola, FL 32502

Barrancas District

Eugene Kerr

3912 Barrancas Avenue

Architectural Feature Restoration

Project Total $19,996

Grant Total $9,998

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$10,000** executed by **Nedal Mohammad**, and recorded in Official Record Book **7826** at page **748**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial, Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial, Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/13/18

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

5/25/2017 CAR II-2

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017098792 12/20/2017 2:19 PM
OFF REC BK: 7826 PG: 748 Doc Type: L
Recording $27.00

Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Neighborhood & Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Nedal Mohammad	**3706 Navy Boulevard Pensacola, Florida 32507**	**38-2S-30-1000-003-002**

Total Amount of Lien **$10,000**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 6/1/2017 Verified By: [signature]

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Nedal Mohammad, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of April, 2017 by, Nedal Mohammad, Property Owner. He (____) is personally known to me or (✓) has produced FL Drivers lic as identification.

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

Signature of Notary Public

Maxwell Rogers
Printed Name of Notary Public

For: **Escambia County**
Board of County Commissioners

By: _____
J. B. Underhill, Chairman

Date Executed: 5/25/2017

BCC Approved: 05-25-2017

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/25/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place Suite 305, Pensacola, FL 32502

Warrington District

Nedal Mohammad

3706 Navy Boulevard

Architectural Feature Restoration

Project Total $25,536

Grant Total $10,000

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15563 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: Funding Correction for ADA Design of County Facilities and Parks Project, Task 2/Phase 2
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Funding Correction for ADA Modifications to Escambia County Facilities and Parks, Task 2/Phase 2 - Tonya Green, Neighborhood & Human Services Director

That the Board take the following action concerning a funding correction for ADA Modifications to Escambia County Facilities and Parks, Task 2/Phase 2:

A. Amend the Board's action of December 6, 2018, CAR II-38, related to the issuance of a purchase order for ADA Design of County Facilities and Parks Projects identified by Study, Task 2/Phase 2 to correct a scrivener's error in cost centers to reflect the total cost of $54,630.50, to be funded from Fund 129/2017 CDBG, Cost Center 370231 instead of Fund 129/2016 CDBG, Cost Center 370228 and 2017 CDBG/Cost Center 370221; and

B. Approve the issuance of a Purchase Order for ADA Design of County Facilities and Parks Projects, Task 2/Phase 2 to TOWNES + architects, P.A.

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

BACKGROUND:

At the December 6, 2018 Board of County Commissioners Meeting, the Board approved issuance of a Purchase Order to TOWNES + architects, P.A. in the amount of $54,630.50 to implement Phase 2 of Task 2 to provide design services for ADA improvements to County Parks and Facilities (Exhibit I). The recommendation included a scrivener's error which provided the incorrect cost center for 2017 CDBG which needs to be corrected and should be funded 100%

from this cost center.

The remaining facilities identified through the initial study will include Bellview Park, Brent Park, Cantonment Park, Wildlife Sanctuary Center, Century Volunteer Fire Department, Government Complex Office, Animal Shelter, Molino Park, and Bradberry Park (See Exhibit II for Fee Proposal).

BUDGETARY IMPACT:

Funding for this activity is available in 2017 CDBG, Cost Center 370231. Funding for ADA Improvements to County Parks and Facilities has been approved by the Board annually as part of the HUD Annual Plan process.

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects.

PERSONNEL:

Not applicable to this recommendation.

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:

Oversight of this project will continue through the Facilities Management Department, Parks and Recreation Department, and Neighborhood Enterprise Division.

Attachments

Ex I-12-6-18 BCC rec

Ex II-Fee Proposal ADA Task 2 Ph 2

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

37. Recommendation: That the Board take the following action concerning Automated Fuel Management System:

A. Approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and MECO, Inc. per the terms and conditions of PD 15-16.104, Automated Fuel Management System, based on a final and best offer of $424,308; and

B. Authorize the County Administrator to approve and execute any Owner-Direct Purchase Orders that exceed $50,000.

[Funding: Fund 501, Fuel Distribution; Cost Center 210407, Fuel Distribution; Object Code 55201, Operating Supplies]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 45, with the exception of Items 3, 5, 15, 29, 30, 33, and 43, which were held for separate votes, as amended to drop Item 36 and bring back to the Board in January 2019.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Bender
Disposition: Carried unanimously	
Audio:	

38. Recommendation: That the Board take the following action concerning Contract Award and Purchase Order (PO) ratification for ADA modifications to Escambia County Facilities and Parks:

A. Ratify the County Administrator's signature on the Agreements between Escambia County, Florida, and TOWNES + architects, P.A., as follows:

1. ADA Study of County Facilities and Parks, PD 14-15.088, for a lump sum amount of $44,437.35, dated November 19, 2015; and

2. ADA Design of County Facilities and Parks, PD 14-15.088, for a lump sum amount of $48,470, dated August 18, 2016;

(Continued on Page 54)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

38. Continued…

B. Ratify the issuance of Purchase Orders as follows:

1. PO 160756, ADA Study of County Facilities and Parks $44,437.35 (Funding: Cost Center 370214, Object Code 53101); and

2. PO 161458, ADA Design of County Facilities and Parks Projects Identified by Study $48,470 (Funding: Cost Center 370211, Object Code 56201, $26,026; Cost Center 370211, Object Code 56301, $14,166; Cost Center 370214, Object Code 56301, $6,636; Cost Center 370216, Object Code 56301, $1,642); and

C. Approve the issuance of a Purchase Order for ADA Design of County Facilities and Parks Projects Identified by Study, Task 2/Phase 2, in the amount of $54,630.50 (Funding: Fund 129/2016 CDBG, Cost Center 370228, Object Code 53101, $10,702; Fund 129/2017 CDBG, Cost Center 370221, Object Code 53101, $43,928.50).

Total for initial Study, Design Task 2/Phase 1 and Design Task 2/Phase 2 $147,537.85.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 45, with the exception of Items 3, 5, 15, 29, 30, 33, and 43, which were held for separate votes, as amended to drop Item 36 and bring back to the Board in January 2019.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Bender
Disposition: Carried unanimously	
Audio:	

DRAFT

TOWNES + architects, P.A.
Architects □ □ □ Planners
2421 North 12th Ave. Pensacola, Florida 32503

July 2, 2018
REVISED July 20, 2018
REVISED August 17, 2018

EXHIBIT II

Board of Escambia County Commissioners
Office of Purchasing
213 Palafox Place
Pensacola, Florida 32501
Attention: Mr. George Bush

Regarding: ADA Study of County Facilities and Parks
Task 2 / Phase 2
PD 14-15.088

Mr. Bush:

We are pleased to present this proposal to provide the services as required for the referenced project. This project includes construction documents for ADA Renovations at 7 county buildings/park sites. The proposal also includes 3 sites included in the Phase 1 package as Alternates. In summary, we propose the cost of our work to be as follows:

Architectural & Engineering Services	
90% Construction Documents:	$ 17,015.00
90% Review Meeting:	$ 1,102.00
100% Construction Documents:	$ 1,891.00
Bidding Assistance:	$ 2,612.00
Construction Administration:	$ 4,477.00
Subtotal	$ 27,097.00
Additional Services:	
Measured Drawings of Existing Facilities:	$ 3,009.00
Multiple Permit Package Document Preparation:	$ 1,312.00
Civil Engineering	
Topographical Surveying:	$ 3,655.00
90% Construction Documents:	$ 11,360.00
90% Review Meeting:	$ 700.00
100% Construction Documents:	$ 3,227.50
Construction Administration:	$ 4,270.00
Civil Engineering Subtotal	$ 23,212.50
TOTAL:	$ 54,630.50

Telephone: (850) 433-0203 email:ben@townesplus.com
AA-26001051

Identification, remediation and / or removal of all Hazardous and Regulated materials will be an additional service.

Services will be in accordance with our open end Agreement with Escambia County for Professional Services. For hourly rates see Attachment 'A'.

Thank you for this opportunity to be of service to you, the Board, and the citizens of Escambia County. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Ben Townes

TOWNES + architects, P.A.
Architects □ □ □ Planners
2421 North 12th Ave. Pensacola, Florida 32503

ATTACHMENT "A"

	Base Rate	OH @ 168%	Profit @ 12%	FCCM @ 1.5%	Max Rate Allowed
Principal:	$52.00	$87.36	$6.24	0.7800	$146.00
Project Architect:	$45.00	$75.60	$5.40	0.6750	$127.00
Interior Designer:	$45.00	$75.60	$5.40	0.6750	$127.00
Draftsman / Technician:	$18.00	$30.24	$2.16	0.2700	$ 51.00
Administrative Staff:	$12.00	$20.16	$1.44	0.1800	$ 34.00

Telephone: (850) 433-0203 Fax: (850) 433-2177
AA-26001051

ESCAMBIA COUNTY ADA FACILITIES UPGRADE
TOWNES + Architects, P.A.

6/29/2018
REVISED 7/20/2018

DESCRIPTION	Principal $146	Specs $127	Tech./Draft $51	Admin. $34	Mech. Eng. $165	FEE	Measure $51
Government Office							
100% Plans	1	1	8	1	12	$2,695.00	5
County Review Meeting	0.5		0.5		0.5	$181.00	
Bidding Assistance	1		2		1	$413.00	
Construction Administration	1		3	1	1	$498.00	
TOTALS	3.5	1	13.5	2	14.5	**$3,787.00**	$255

DESCRIPTION	Principal $146	Specs $127	Tech./Draft $51	Admin. $34	Mech. Eng. $165	FEE	Measure $51
Sherriff's Evidence Storage							
100% Plans - Spec.'s	1	1	4	1		$511.00	0
County Review Meeting	0.5		0.5			$98.50	
Bidding Assistance	0.5		1			$124.00	
Construction Administration	0.5		2	1		$209.00	
TOTALS	2.5	1	7.5	2	0	**$942.50**	$0

DESCRIPTION	Principal $146	Specs $127	Tech./Draft $51	Admin. $34	Mech. Eng. $165	FEE	Measure $51
Century VFD							
100% Plans - Spec.'s	2	2	8	2	16	$3,662.00	10
County Review Meeting	0.5		0.5			$98.50	
Bidding Assistance	0.5		2			$175.00	
Construction Administration	0.5		8	1		$515.00	
TOTALS	3.5	2	18.5	3	16	**$4,450.50**	$510

DESCRIPTION	Principal	Specs	Tech./Draft	Admin.	Mech. Eng.	FEE	Measure
	$146	$127	$51	$34	$165		$51
Bellview Park							
100% Plans - Spec.'s	2	1	8	1	4	$1,521.00	10
County Review Meeting	0.5		0.5		0.5	$181.00	
Bidding Assistance	1		2		1	$413.00	
Construction Administration	1		6	1	1	$651.00	
TOTALS	4.5	1	16.5	2	6.5	**$2,766.00**	$510

DESCRIPTION	Principal	Specs	Tech./Draft	Admin.	Mech. Eng.	FEE	Measure
	$146	$127	$51	$34	$165		$51
Brent park							
100% Plans - Spec.'s	2	2	12	1	10	$2,842.00	12
County Review Meeting	0.5		0.5		0.5	$181.00	
Bidding Assistance	0.5		2		1	$340.00	
Construction Administration	1		4	1	2	$714.00	
TOTALS	4	2	18.5	2	13.5	**$4,077.00**	$612

DESCRIPTION	Principal	Specs	Tech./Draft	Admin.	Mech. Eng.	FEE	Measure
	$146	$127	$51	$34	$165		$51
Cantonment Park							
100% Plans - Spec.'s	2	2	16	1	20	$4,696.00	14
County Review Meeting	0.5		0.5		0.5	$181.00	
Bidding Assistance	0.5		1		1	$289.00	
Construction Administration	1		6	1	2	$816.00	
TOTALS	4	2	23.5	2	23.5	**$5,982.00**	$714

DESCRIPTION	Principal	Specs	Tech./Draft	Admin.	Mech. Eng.	FEE
	$146	$127	$51	$34	$165	
Wildlife Sanctuary						
100% Plans - Spec.'s	1		8	1	8	$1,908.00
County Review Meeting	0.5		0.5		0.5	$181.00
Bidding Assistance	1		2		1	$413.00
Construction Administration	1		3	1	1	$498.00
TOTALS	3.5	0	13.5	2	10.5	**$3,000.00**

Measure
$51
8
$408

TOTAL	**$25,005.00**	**$3,009.00**

ESCAMBIA COUNTY ADA FACILITIES UPGRADE

6/29/2018

TOWNES + architects, P.A.

REVISED FEE FOR ADDITIVE ALTERNATES

DESCRIPTION	Principal $146	Tech/Draft $51	Mech. Eng $165	Admin. $34	FEE
Animal Shelter					
100% Plans - Specs	0.5	2	3	0.5	$687.00
County Review Mtg	0	0	0		$0.00
Bidding Assistance	1	1			$197.00
Construction Administration	0.5	2	0	0.5	$192.00
SUBTOTALS	2	5	3	1	**$1,076.00**

DESCRIPTION	Principal $146	Tech/Draft $51	Mech. Eng $65	Admin. $34	FEE
Molino Athletic Park					
100% Plans - Specs	0.5	2		0.5	$192.00
County Review Mtg	0	0			$0.00
Bidding Assistance	0.5	1			$124.00
Construction Administration	0.5	2		0.5	$192.00
SUBTOTALS	1.5	5	0	1	**$508.00**

DESCRIPTION	Principal $146	Tech/Draft $51	Mech. Eng $65	Admin. $34	FEE
Bradberry Athletic Park					
100% Plans - Specs	0.5	2		0.5	$192.00
County Review Mtg	0	0			$0.00
Bidding Assistance	0.5	1			$124.00
Construction Administration	0.5	2		0.5	$192.00
SUBTOTALS	1.5	5	0	1	**$508.00**
TOTAL					**$2,092.00**

ESCAMBIA COUNTY ADA FACILITIES UPGRADE
SITE WORK PHASE 2 Rev 08 Aug 2018
FABRE ENGINEERING & SURVEYING

DESCRIPTION	PM	Sr. PE	D.E.	P.S.M.	Survey Crew	CADD	INSP	CLERICAL	Consultan	FEE
	$131	$125	$75	$97	$125	$65	$64.50	$50		
Sheriff's Evidence Storage										
Task 1.0 - SES Topographic Survey										$567.50
Task 2.0 - 100% Plans		1	4			8				$945.00
Task 3.0 - County Review		0.5	0.5							$100.00
Task 4.0 - Final Plans & Permit		0.5	2			2				$342.50
Task 5.0 - CA/CM		0.5	2			2				$342.50
TOTALS	0	2.5	8.5	0	0	12	0	0		**$2,297.50**

We did not have the ramp included in our fee.

DESCRIPTION	PM	Sr. PE	D.E.	P.S.M.	Survey Crew	CADD	INSP	CLERICAL	Consultan	FEE
	$131	$125	$75	$97	$125	$65	$64.50	$50		
Century VFD										
Task 1.0 - CVFD Topographic Survey										$692.50
Task 2.0 - 100% Plans		1	4			8				$945.00
Task 3.0 - County Review		0.5	0.5							$100.00
Task 4.0 - Final Plans & Permit		0.5	2			2				$342.50
Task 5.0 - CA/CM		0.5	4			2				$492.50
TOTALS	0	2.5	10.5	0	0	12	0	0		**$2,572.50**

DESCRIPTION	PM	Sr. PE	D.E.	P.S.M.	Survey Crew	CADD	INSP	CLERICAL	Consultan	FEE
	$131	$125	$75	$97	$125	$65	$64.50	$50		
Government Office Complex										
Task 1.0 - GOC Topographic Survey										$692.50
Task 2.0 - 100% Plans		1	6			12				$1,355.00
Task 3.0 - County Review		0.5	0.5							$100.00
Task 4.0 - Final Plans & Permit		0.5	2			2				$342.50
Task 5.0 - CA/CM		0.5	4			2				$492.50
TOTALS	0	2.5	12.5	0	0	16	0	0		**$2,982.50**

DESCRIPTION	PM	Sr. PE	D.E.	P.S.M.	Survey Crew	CADD	INSP	CLERICAL	Consultan	FEE
	$131	$125	$75	$97	$125	$65	$64.50	$50		

Wildlife Sanctuary										
Task 1.0 - WS Topographic Survey										$567.50
Task 2.0 - 100% Plans		1	8			20				$2,025.00
Task 3.0 - County Review		0.5	0.5							$100.00
Task 4.0 - Final Plans & Permit		0.5	4			6				$752.50
Task 5.0 - CA/CM		0.5	2			2				$342.50
TOTALS	0	2.5	14.5	0	0	28	0	0		**$3,787.50**

DESCRIPTION	PM	Sr. PE	D.E.	P.S.M.	Survey Crew	CADD	INSP	CLERICAL		FEE
	$131	$125	$75	$97	$125	$65	$64.50	$50	Consultan	
Bellview Athletic Park										
Task 2.0 - 100% Plans		1	6			12				$1,355.00
Task 3.0 - County Review		0.5	0.5							$100.00
Task 4.0 - Final Plans & Permit		0.5	2			2				$342.50
Task 5.0 - CA/CM		0.5	4			2				$492.50
TOTALS	0	2.5	12.5	0	0	16	0	0		**$2,290.00**

DESCRIPTION	PM	Sr. PE	D.E.	P.S.M.	Survey Crew	CADD	INSP	CLERICAL		FEE
	$131	$125	$75	$97	$125	$65	$64.50	$50	Consultan	
Cantonment Athletic Park										
Task 1.0 - CAP Topographic Survey										$1,135.00
Task 2.0 - 100% Plans		15	6			30				$4,275.00
Task 3.0 - County Review		0.5	0.5							$100.00
Task 4.0 - Final Plans & Permit		0.5	6			6				$902.50
Task 5.0 - CA/CM		0.5	6			2				$642.50
TOTALS	0	16.5	18.5	0	0	38	0	0		**$7,055.00**

DESCRIPTION	PM	Sr. PE	D.E.	P.S.M.	Survey Crew	CADD	INSP	CLERICAL		FEE
	$131	$125	$75	$97	$125	$65	$64.50	$50	Consultan	
Brent Athletic Park										
Task 2.0 - 100% Plans		1	1			4				$460.00
Task 3.0 - County Review		0.5	0.5							$100.00
Task 4.0 - Final Plans & Permit		0.5	1			1				$202.50
Task 5.0 - CA/CM		0.5	1			1				$202.50
TOTALS	0	2.5	3.5	0	0	6	0	0		**$965.00**

REVISED FEE FOR ADDITIVE ALTERNATES

DESCRIPTION	PM $131	Sr. PE $125	D.E. $75	P.S.M. $97	Survey Crew $125	CADD $65	INSP $64.50	CLERICAL $50	Consultan	FEE
Animal Shelter										
Task 2.0 - 100% Plans										$0.00
Task 3.0 - County Review										$0.00
Task 4.0 - Final Plans & Permit										$0.00
Task 5.0 - CA/CM		0.5	2			1				$277.50
SUBTOTALS	0	0.5	2	0	0	1	0	0		**$277.50**

DESCRIPTION	PM $131	Sr. PE $125	D.E. $75	P.S.M. $97	Survey Crew $125	CADD $65	INSP $64.50	CLERICAL $50	Consultan	FEE
Molino Athletic Park										
Task 2.0 - 100% Plans										$0.00
Task 3.0 - County Review										$0.00
Task 4.0 - Final Plans & Permit										$0.00
Task 5.0 - CA/CM		0.5	4			2				$492.50
SUBTOTALS	0	0.5	4	0	0	2	0	0		**$492.50**

DESCRIPTION	PM $131	Sr. PE $125	D.E. $75	P.S.M. $97	Survey Crew $125	CADD $65	INSP $64.50	CLERICAL $50	Consultan	FEE
Bradberry Athletic Park										
Task 2.0 - 100% Plans		1								$0.00
Task 3.0 - County Review										$0.00
Task 4.0 - Final Plans & Permit										$0.00
Task 5.0 - CA/CM		0.5	4			2				$492.50
SUBTOTALS	0	1.5	4	0	0	2	0	0		**$492.50**
TOTAL										**$23,212.50**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15552 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: FWC Derelict Vessel Final Removal Funding Opportunity Program Application 2018/2019
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Fish and Wildlife Conservation Commission Derelict Vessel Final Removal Funding Opportunity Program Application - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Acting County Administrator to sign the Florida Fish and Wildlife Conservation Commission Derelict Vessel Final Removal Funding Opportunity Program Application 2018/2019, with local matching of in-kind and matching funds up to $5,000 from Vessel Registration Fees.

[Funding: Fund 110, Other Grants and Projects; Cost Center 220807, Vessel Registration Fees]

BACKGROUND:

Florida Fish and Wildlife Conservation Commission (FWC) has announced a Derelict Vessel Final Removal Funding Opportunity Grant to fund removal of vessels that have been declared “derelict” by law enforcement officers pursuant to Florida Statutes. Escambia County Marine Resources Division (MRD) has identified vessels that may be eligible for removal and has requested declaration by FWC Law Enforcement.

Escambia County Department of Natural Resources Management, Marine Resources Division, has estimated and determined project costs, and has prepared the Grant Application for submittal to the County Administrator for signature. As required by FWC, Escambia County will provide matching funds (minimum of 25%) from Fund 110, Cost Center 220807. Natural Resources Management will also provide project management for in-kind match.

Marine Resources Division has obtained written price quotes for work to be completed by contractor. The lowest price quote is $,9375. Landfill tipping fees are estimated to be approximately $1,351.80, resulting in a total project cost of $10,726.80, of which, 25% ($2,681.70) will be the Escambia County cash match. An additional $2,318.30 is requested for unanticipated contingency costs. Escambia County's cash match funds will be provided by the county portion of Vessel Registration Fees.

If the grant is awarded by FWC, the Grant Agreement will be reviewed by the County Attorney's Office prior to presentation to the Board for final approval.

BUDGETARY IMPACT:

Up to $5,000 Escambia County cash match and contingency funds (if needed) will be provided from Fund 110, Other Grants and Projects; Cost Center 220807, Vessel Registration Fees.

LEGAL CONSIDERATIONS/SIGN-OFF:

No Legal consideration required at this time.

PERSONNEL:

No personnel impact associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.A.

IMPLEMENTATION/COORDINATION:

After Board approval, Marine Resources Division will develop Grant Application for submittal.

Attachments

DerelictVesselRemovalApplication

Escambia County Derelict Vessel Removal Application

Contents

Tab a. Cover Letter

Tab b. FWC Derelict Vessel Removal Grant Application

Tab c. Detailed Project Proposal with Scope of Work

Tab d. Delegation of Authority

Tab e. Detailed Cost Estimates

Tab f. Attachments

Tab a. Cover Letter

Board of County Commissioners • Escambia County, Florida

J. Taylor "Chips" Kirschenfeld, Director
Department of Natural Resources Management

Robert Turpin, Manager
Marine Resources Division

January 14, 2019

Mr. Phil Horning
Derelict Vessel Grant Program Administrator
Florida Fish and Wildlife Conservation Commission
Boating and Waterways Section
620 South Meridian Street- Room 235
Tallahassee, FL 32399-1600

RE: Bulk Derelict Vessel Removal Grant Program

Dear Mr. Horning:

Please accept the attached Application for the Bulk Derelict Vessel Removal Grant Program.

With the establishment of the Marine Resources Division in April 2000, Escambia County Board of County Commissioners demonstrated strong commitment to safe, healthy and productive waterways. For the past 19 years, it has been my pleasure to work in partnership with FWC to remove more than 100 derelict vessels, build numerous artificial reefs and boat ramps, and work together on other various issues (lionfish and harmful algal blooms) and projects (fish hatchery and boating regulated areas).

I look forward to continuing our successful partnership by removing one derelict vessel from navigable state waters surrounding Escambia County.FWC Law Enforcement has been very helpful in designating these two vessels, and I am confident that Marine Resources Division can ensure the safe and complete removal of the hazards.

Sincerely,

Robert Turpin, Manager

Tab b. FWC Derelict Vessel Removal Grant Application

Florida Fish and Wildlife Conservation Commission

MyFWC.com

Commission Derelict Vessel Final Removal Funding Opportunity Program Application 2018/2019

FOR OFFICE USE ONLY	
Derelict Vessel Removal Opportunity Application Number :	**Date Received:**
Applicants Validated Opportunity Request	**$**

Fill in all sections that apply – Input N/A for those areas Not Applicable.

I – APPLICANT INFORMATION

a. Applicant: Escambia County Board of County Commissioners

b. Federal Employer ID. No.: 59-6000598

c. Project Manager Name: Robert Turpin — Project Manager Title: Manager, Marine Resources

d. Mailing Address: 3363 West Park Place — City: Pensacola — Zip Code: 32505

e. Shipping Address: 3363 West Park Place — City: Pensacola — Zip Code: 32505

f. Telephone: 850-554-5869 — Fax: — Email: rkturpin@myescambia.com

II – PROJECT SUMMARY

a. Project Title: Escambia County Derelict Vessel Removal and Disposal

b. Project Goal(s): Completely remove and properly dispose of the derelict vessel (40ft wooden sailboat) as authorized by FWC law Enforcement, to protect the marine environment and public waterway safety.

c. Project Cost: Total Cost: $ 10,726.80 — Funding Amount Requested: $ 8,045.10

d. Project Type: **COMMISSION DERELICT VESSEL FINAL REMOVAL FUNDING OPPORTUNITY**

e. Brief Project Summary (Detailed project summary/scope of work is required as an attachment to this application):

As listed in "Escambia County Responsibilities" and "Contractor Responsibilities" sections of the attached Request for Price Quotes: Derelict Removal and Disposal, the sunken sailing vessel ("Sophia") has been declared Derelict by FWC Law Enforcement (FWC Report attached), thus will be removed an disposed of in an authorized landfill. Escambia County Marine Resources Division will monitor the work to ensure compliance with the terms of this agreement and other requirements. The "Sophia" will be pumped and floated, then towed to nearby marina (No seagrasses, corals, mangroves, etc are in the vicinity of the vessel. No dredging will be conducted.). Marina travel-lift equipment will be used to remove the vessel from the water and loaded into dumpsters, then transported to Perdido Landill for disposal. Contractor price quote is $9375. Estimated landfill tipping fee is 30 tons x $5.06/ton = $1351.80 to be paid by Escambia County. Total cash project cost: $10,726.80.

III – PROJECTED OUTCOMES

a. What percentage of the total derelict vessels located within this project's jurisdiction will be removed by this project? (Limited to those listed in the Statewide At-Risk and Derelict Vessel Database.)

Sophia is the only derelict vessel formally declared as derelict by Law Enforcement as required by Florida Statutes and FWC policy. Thus the proposed project will remove 100% of derelict vessels from waterways surrounding Escambia County.

b. Describe the system to be used in demonstrating complete removal and destruction of the removed vessel(s). Include the procedure to verify contractor's completeness in removal of the vessel(s).

Over the past 19 years, Escambia County Marine Resources Division (MRD) has managed the removal and disposal of more than100 derelict vessels. MRD has established an excellent working relationship with FWC, and all previous derelict vessels have been removed without incident. MRD will be on-site during the derelict vessel removal process to ensure the vessel is properly removed. Numerous digital photographs will be taken to thoroughly document the entire removal process, including disposal in authorized landfill. MRD will use fathometer scan to ensure complete removal. If necessary, MRD will conduct underwater visual inspection.

IV – BUDGET

a. Has a detailed cost estimate/proposal been developed for this derelict vessel removal project? If yes, attach a copy of quotes.

☒ Yes ☐ No

c. PROJECT COST: CASH FUNDS (Must be at least 25% of total derelict vessel removal request.)

Cost Item	Applicant	Other Source (List in Section VI below)	Requested Removal Amount	TOTAL
	$2681.80	$	$8045.10	$10726.80
Total Cash Funds	$2681.80	$	$8045.10	$10726.80
d. TOTAL FUNDS (Non-cash + Cash)	$3984.20	$	$	$12029.30

V – OTHER SOURCE OF FUNDS (STATUS)

a. ☐ Federal ☒ State/Local ☐ Loan Agency: _____

b. Project Name: County portion of Vessel Registration Fees Amount $ 2681.70

c. Approval Status: ☒ Approved ☐ Pending ☐ Intend to Apply, Date: _____

VI – LAW ENFORCEMENT CASE DATA

	AGENCY	Agency Case Number	Vessel Registration	Vessel Make	Vessel Length	Vessel Removal Quote
1	FWC	FWNW18OFF013040	FL7637PR	Homemade	40	$9375
2						$
3						$
4						$
5						$
6						$
7						$
8						$
9						$
10						$
11						$
12						$
13						$
14						$
15						$

Each Vessel Must Have A Separate Written Quote Attached TOTAL $9375

VII – APPLICATION ATTACHMENTS CHECKLIST	
For mailed applications, include a copy on electronic media with paper copy, or you may email entire application to: Phil.Horning@MyFWC.com	
Incl.	--- Required Attachments ---
☒	a. **Cover Letter:** A brief letter explaining overview of project and responsible parties involved.
☒	b. **Application:** One (1) application with original signature from authorized individual.
☒	c. **Project Proposal:** A detailed description of the project as described in the application instructions.
☒	d. **Delegation of Authority:** Formal documentation to show that the person signing the application has the authority to apply for, administer and commit the governing body to the removal project and funding program on behalf of the applicant.
☒	e. **Detailed Cost Estimate:** Cost estimate in the form of a formal bid, written quote from proposed vendor or a detailed cost estimate for the project elements. 1 tabbed section for each vessel removal requested to include the Derelict Vessel Data Sheet included with this application.

APPLICANT SIGNATURE

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority (see opportunity guidelines section IV, 4.4), including the necessary requisite property interests, to undertake the proposed activities.

I also certify that the applicant's governing body is aware of and has authorized the project manager as the official representative of the applicant to act in connection with this application and subsequent project, as well as to provide additional information as may be required. By signature below, the applicant agrees to comply with all applicable federal, state, and local laws in conjunction with this proposal and resulting project so approved. It is also understood that in the event restitution is received through criminal or civil means from the owner of the vessel or responsible party, the state is entitled to 75% of the restitution amount received.

Amy Lovoy, Acting County Administrator

Print/Type Name Title

Applicant Signature Date

Derelict Vessel Data Sheet

(Submit one sheet for each vessel requested in funding application)

Law Enforcement Case Number: FWNW18OFF13040

County of Vessel's Location: ESCAMBIA

Describe Vessel's Location: (example: *Vessel is in shallow water within mangroves at boat ramp.*)

Sunken in 10 feet of water within Bayou Chico approximately 100 feet offshore.

Vessel Coordinates: (**Degrees-Decimal Minutes**) **Example: 30° 26.222 (N) / 84° 16.649 (W)**

30-24.494 (N) 087-15.494 (W)

Vessel Color: WHITE

Vessel Length: 40 FT

Vessel Registration: FL7637PR

Investigating Agency: FWC

Photo of Vessel: Yes (☑) No (☐) (*Include photos as attachment in this tab*)

Final Removal Opportunity (X)

Are there pollutants on the vessel requiring removal? Yes (☐) No (☑) (*Check One*)

Is the vessel resting on the bottom: Yes (☑) No (☐)

Is the vessel located in or above seagrass or coral? Yes (☐) No (☑)

Vessel Removal Cost: $ 9375 (*Include contractors written quote for the vessel*)

Contractor's Name GULF MARINE CONSTRUCTION, INC

Contractors Address 1232 N, PACE BLVD., PENSACOLA, FL 32505

Contractors Phone # (251) 370-4938

*** Each vessel applied for requires a Letter of Authorization to remove and dispose of vessel, issued by the investigating law enforcement agency.

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Derelict Vessel Final Removal Funding Opportunity Program

SECTION II: Instructions for completing Program application.

GENERAL INSTRUCTIONS

PLEASE READ THE COMMISSION DERELICT VESSEL FINAL REMOVAL FUNDING OPPORTUNITY GUIDELINES BEFORE PROCEDING TO THE APPLICATION.

- Submit one (1) original of the application with attachments.
- Submit one (1) electronic copy of application on compact disk (CD) or other electronic media via mail to accompany physical application, or email copy of signed application to Phil.Horning@MyFWC.com (Original Application must still be mailed)
- Staple application in upper left-hand corner, or clip with one binder clip. **Do not place in a spiral binder, three-ring binder, or report cover.**
- Please place a tabbed divider between each attachment. Each vessel within the overall project will be a separate section of the application. A separate removal quote must be given for each vessel in the project. A single quote for all vessels will not be acceptable. The total project cost must also be given in the application.
- Please make all photocopies of attachments on 8 ½" x 11"paper.

I – APPLICANT INFORMATION	
a. Applicant:	Enter the name of the governmental entity applying for the removal funding.
b. Federal Employer Id. No.:	Enter the applicant's Federal Employer Identification (FEID) Number. Payment will be sent to the address associated with this FEID number.
c. Project Manager Name: Title:	Enter the name and title of the person in charge of the project. All correspondence will be sent to this person.
d. Mailing Address:	Enter the mailing address for the Project Manager. **All correspondence will be sent to this address.**
e. Shipping Address:	Enter the physical address for the Project Manager (**no post office boxes**) for delivery of overnight packages.
f. Telephone No.: Fax No.: E-mail:	Enter the telephone number, fax number, and email address where the Project Manager may be contacted during regular business hours.

II – PROJECT SUMMARY	
a. Project Title:	Provide a brief title for the project.
b. Project Goal(s):	Provide a description of the intended goal(s) of the project in relation to removing derelict vessels to enhance the environment and boater safety.

c. Project Cost:	Enter total project monetary cost, including only the eligible project elements for removal funding. Enter the total funds requested from this program.
d. Project Type(s):	This application is only for the Commission Derelict Vessel Final Removal Funding Opportunity Program.
e. Scope of Work/Detailed Project Summary:	Provide a brief summary of the scope of work and a thorough description of the work to be done, the full scope of work will be an attachment to the application using attachment A and any supporting documents.

III - PROJECT OUTCOMES
a. List percentage of total active derelict vessels that will be removed by completion of this project. (Use Statewide At-Risk and Derelict Vessel Database as source of total numbers.)
b. Explain procedures to be used to gauge the effectiveness of the project in order to evaluate contractor's completeness of removal and post environmental damage assessment.

IV – BUDGET	
a. Has a detailed cost estimate been developed for this project?	Indicate whether a preliminary or final cost estimate has been developed. If yes, attach a copy of the estimate to the application.
b. PROJECT COST - CASH FUNDS	Enter amount of funding to be provided by the applicant and other sources. Enter the amount of funding requested in the column labeled "Funding Request."
c. TOTAL FUNDS	Sum of non-cash funds and cash funds for each column.

V – OTHER SOURCE OF FUNDS (Partnerships)	
Include information on funding from sources other than this funding program or the applicant. Enter information for each funding source.	
a. Funding Source:	Check source of funds: Federal grant, State/Local grant, or loan.
b. Grant Name:	Enter name of grant program.
c. Approval Status:	Enter status of grant/loan application. If "Intending to Apply" enter date of application deadline.
VI – LAW ENFORCEMENT CASE DATA	
a. Agency:	Enter the name of the governmental agency that conducted the derelict vessel investigation.
b. Agency Case Number:	Enter the investigating agency's case number pertaining to this vessel's law enforcement investigation.
c. Vessel Registration:	Enter the vessel registration number if one exists.
d. Vessel Make:	Enter the make of the derelict vessel if known.

d. Vessel Removal Quote:	Enter the removal cost estimate for this specific vessel. ***Each vessel must have its own removal cost estimate based on a marine contractors quote.***

VII – APPLICATION ATTACHMENTS

Please place a tabbed divider between each attachment. Submit one original (with original signature), and a copy of everything on electronic media or email entire application and supporting documentation to Phil.Horning@MyFWC.com

Completed applications should include: cover letter, application form, delegation of authority, project proposal, contractor quotes, and required attachments as referenced in the DV Final Removal Funding Opportunity Guidelines. A Letter of Authorization to remove and dispose of vessel, by investigating law enforcement agency is required for each vessel.

Attachment A

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Derelict Vessel Final Removal Funding Opportunity Program

CERTIFICATION OF COMPLETION STATEMENT

I, _____,

Representing the County / City of _____, do hereby certify that the Commission Derelict Vessel Final Removal Opportunity project funded by FWC Purchase Order No. _____ has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

_____ _____

(Signature) (Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

CERTIFICATE BY COMMISSION

I certify: That, to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

Division: _____

By: _____ Date: _____

Name: _____

Title: _____

Attachment B

INVOICE

Billed to:
Fish and Wildlife Conservation Commission
Derelict Vessel Final Removal Opportunity Program
620 South Meridian Street
Tallahassee, Florida 32399-1600

Invoice No._____
FWC P.O. #_____
Amount of P.O. $_____

Billing Dates of Service
From: _____

To: _____

Remit payment to:

Awardee Name_____

Awardee Address_____

_____

_____

FEID #:_____

Work Performed

Total Cash Expended to complete deliverables in scope of work.
This represents the amount of reimbursement requested. $_____

Signed: _____ Date:_____

Project Manager

Derelict Vessel "*Sophia*" (HIN: FLZC6915L183)

40ft wooden sailboat sunk in approximately 10 feet of water in Bayou Chico

(N30Deg 24.494'; W087Deg 15.494')

Tab c. Detailed Project Proposal with Scope of Work

Detailed Project Proposal and Scope of Work

Escambia County Marine Resources Division (MRD) is submitting this application to the Florida Fish and Wildlife Conservation Commission's (FWC) Derelict Vessel Removal Grant Opportunity Announcement. As required in the application, Escambia County must provide a Detailed Project Proposal with Scope of Work for the following vessel: "*Sophia*" (HIN: FLZC6915L183) 40ft wooden sailboat sunk in approximately 10 feet of water in Bayou Chico (N30Deg 24.494'; W087Deg 15.494').

Escambia County Responsibilities

1. Submit Grant Application and, if awarded, execute Grant Agreement with FWC

2. Provide Contractor with written documentation of vessel and "Derelict Vessel" status and authorization for removal

3. Closely monitor contractor work progress to ensure compliance with Grant Agreement and all applicable regulations

4. Ensure final disposal of vessel in approved landfill

5. Compile and submit all documentation, invoices and Certificate of Completion to FWC

Contractor Responsibilities

1. Obey all local, state, regional and federal laws and regulations

2. Locate and remove* derelict vessel from waterway, including vessel components that may separate from vessel during removal

3. Determine and obtain permission, if necessary, the location required to remove vessel from waterway

4. Transport vessel to authorized landfill (Contractor will be reimbursed by County for disposal "tipping" fee, upon submission of sufficient and satisfactory documentation)

5. Provide Escambia County with photographs, receipts and other documentation to verify proper and satisfactory (to Escambia County and FWC) vessel removal and disposal

6. Provide documentation of Insurance Coverage (Liability Coverage of at Least $2M; Longshoreman and Harbor Workers coverage) listing Escambia County Board of County Commissioners as "additional insured" and certificate holder.

** NO dredging is allowed unless contractor obtains authorization from state and federal agencies*

Project Costs and Escambia County Match (Cash and In-Kind)

Contractor (Gulf Marine Construction, Inc.) Price for Vessel ("*Sophia*"): $9375

As indicated on Contractor Scope of Work #4 (above), Escambia County will reimburse contractor for the actual Tipping Fee charged by Landfill. This is meant to reduce the uncertainty of actual vessel weight, thus actual Tipping Fee charges ($45.06/ton), thereby providing contractor, Escambia County, and State of Florida with the lowest price possible.

Escambia County estimates the maximum weight of the submerged wooden sailboat will be 30 tons, therefore estimates the disposal cost of the vessel will be $1351.80 or less. The actual disposal cost will be provided to FWC via Landfill Tipping Fee invoice, therefore, FWC will reimburse Escambia County for the actual disposal cost, up to $1351.80. (If allowed by FWC, Escambia County will request 75% of landfill Tipping Fee invoiced greater than $1351.80)

Escambia County estimates at least 30 hours of staff time (20 hours x $48.00/hour loaded rate) by Marine Resources Division Manager (Captain Robert Turpin) and 10 hours x $34.24/hour loaded rate for Department of natural Resources Management Accountant for a total In-Kind match of $1302.40.

Tab d. Delegation of Authority

Florida Fish and Wildlife Conservation Commission

Commissioners
Brian Yablonski
Chairman
Tallahassee

Aliese P. "Liesa" Priddy
Vice Chairman
Immokalee

Ronald M. Bergeron
Fort Lauderdale

Richard Hanas
Oviedo

Bo Rivard
Panama City

Michael W. Sole
Tequesta

Robert A. Spottswood
Key West

Executive Staff
Nick Wiley
Executive Director

Eric Sutton
Assistant Executive Director

Jennifer Fitzwater
Chief of Staff

Division of Law Enforcement
Colonel Curtis Brown
Director

(850) 488-6251
(850) 487-0463

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 488-4676

Hearing/speech-impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com

January 17, 2019

Robert Turpin
Click here to enter text.
Click here to enter text.
Click here to enter text.

RE: Derelict Vessel Case Number FWNW-18-OFF-013040

Dear Robert Turpin:

The Florida Fish and Wildlife Conservation Commission (FWC) has investigated the vessel described below and determined the vessel is derelict as defined in sections 705.101(3) and 823.11, Florida Statutes. FWC has provided notice to the last known owner/custodian of the vessel and afforded him/her an opportunity for a hearing compliant with fundamental procedural due process.. Your agency is now authorized to remove and destroy the following vessel:

Vessel Make: Sail Boat
Vessel Model: **Sail Boat**
Vessel Hull Identification Number: FLZC6915L183
Vessel Registration Number: FL 7637 PR
Vessel Color: White
Vessel Location Latitude/Longitude: N 30 24 30.28 / W 87 15 29.51
Vessel Location Description: Bayou Chico State Water

Please photograph the removal and destruction of the vessel and email the images to the email address provided below after the removal and destruction is complete. Please also notify me of the total cost incurred for the removal and destruction of this vessel. If an owner or responsible party has been identified, FWC will send a demand letter to the owner or responsible party seeking to recover the removal costs.

This authorization permits only (1) the removal and destruction of the vessel identified above and (2) the removal and sale of salvageable material from this vessel pursuant to subsection 705.103(4), Florida Statutes. Any other use of the vessel is not authorized.

Once you have informed me the vessel has been removed and destroyed and I have photographic documentation of the removal and destruction, FWC will

request the Department of Highway Safety and Motor Vehicles cancel the title and registration for the vessel.

Please contact me if you have any other questions.

Sincerely,

Officer James McHenry
1101 East Gregory St.
Pensacola FL
James.mchenry@myfwc.com
305-619-6638

Enclosures

Tab e. Detailed Cost Estimates

Contractor Responsibilities

1. Obey all local, state, regional and federal laws and regulations

2. Locate and remove* derelict vessel from waterway, including vessel components that may separate from vessel during removal

3. Determine and obtain permission, if necessary, the location required to remove vessel from waterway

4. Transport vessel to authorized landfill (Contractor will be reimbursed by County for disposal "tipping" fee, upon submission of sufficient and satisfactory documentation)

5. Provide Escambia County with photographs, receipts and other documentation to verify proper and satisfactory (to Escambia County) vessel removal and disposal

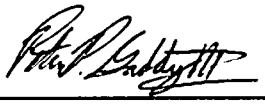
6. Provide documentation of Insurance Coverage (Liability Coverage of at Least $2M; Longshoreman and Harbor Workers coverage) listing Escambia County Board of County Commissioners as "additional insured" and certificate holder.

**** NO dredging is allowed unless contractor obtains authorization from state and federal agencies***

Total Price Vessel 1 (*"Sophia"*): $ 7325

Company Name: Gulf Marine Construction, Inc.

Mailing Address: 1232 N. Pace Blvd, Pensacola, FL 32505

Printed Name and Signature: 

Digitally signed by PETER GADDY
DN: cn=PETER GADDY, o=GULF MARINE CONSTRUCTION, INC, ou, email=PETE@GULFMARINE.BIZ, c=US
Date: 2019.01.17 11:31:01 -06'00'

Please return to Robert K. Turpin, Manager, Escambia County Marine Resources Division, 3363 W. Park Place, Pensacola, FL 32505 by 4:30 PM on Friday, 18 January 2019. Email: rkturpin@myescambia.com. Cell ph. 850-554-5869

Contractor Responsibilities

1. Obey all local, state, regional and federal laws and regulations

2. Locate and remove* derelict vessel from waterway, including vessel components that may separate from vessel during removal

3. Determine and obtain permission, if necessary, the location required to remove vessel from waterway

4. Transport vessel to authorized landfill (Contractor will be reimbursed by County for disposal "tipping" fee, upon submission of sufficient and satisfactory documentation)

5. Provide Escambia County with photographs, receipts and other documentation to verify proper and satisfactory (to Escambia County) vessel removal and disposal

6. Provide documentation of Insurance Coverage (Liability Coverage of at Least $2M; Longshoreman and Harbor Workers coverage) listing Escambia County Board of County Commissioners as "additional insured" and certificate holder.

**** NO dredging is allowed unless contractor obtains authorization from state and federal agencies***

Total Price Vessel 1 ("*Sophia*"): $ 12,500.00

Company Name: AQUANAUT TOWING + SALVAGE INC

Mailing Address: 13726 River Rd Pensacola, FL 32507

Printed Name and Signature: [signature] John Ward, President

Please return to Robert K. Turpin, Manager, Escambia County Marine Resources Division, 3363 W. Park Place, Pensacola, FL 32505 by 4:30 PM on Friday, 18 January 2019. Email: rkturpin@myescambia.com. Cell ph. 850-554-5869

Contractor Responsibilities

1. Obey all local, state, regional and federal laws and regulations

2. Locate and remove* derelict vessel from waterway, including vessel components that may separate from vessel during removal

3. Determine and obtain permission, if necessary, the location required to remove vessel from waterway

4. Transport vessel to authorized landfill (Contractor will be reimbursed by County for disposal "tipping" fee, upon submission of sufficient and satisfactory documentation)

5. Provide Escambia County with photographs, receipts and other documentation to verify proper and satisfactory (to Escambia County) vessel removal and disposal

6. Provide documentation of Insurance Coverage (Liability Coverage of at Least $2M; Longshoreman and Harbor Workers coverage) listing Escambia County Board of County Commissioners as "additional insured" and certificate holder.

NO dredging is allowed unless contractor obtains authorization from state and federal agencies

Total Price Vessel 1 ("*Sophia*"): $ 14,700 ^{oo}

Company Name: TowBoat US Pensacola
UNDERTOW MARINE TOWING, INC.

Mailing Address: 31 Neuman Ave
Pensacola, Fl 32507

Printed Name and Signature: Katherine M
Katherine McLean

Please return to Robert K. Turpin, Manager, Escambia County Marine Resources Division, 3363 W. Park Place, Pensacola, FL 32505 by 4:30 PM on Friday, 18 January 2019. Email: rkturpin@myescambia.com. Cell ph. 850-554-5869

Tab f. Additional Items:

Incident Summary Report

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
1101 EAST GREGORY STREET
PENSACOLA, FL 32502

Report Date / Time	Report Number	Report Case/Cad Number	Reporting Officer Rank / ID	Reporting Officer Name
9/30/2018 6:26:41 PM	ISR055489 (01)	FWNW18OFF013040 / FWTR18CAD017673	OFFICER / WN692	MCHENRY, JAMES

Originating Agency ORI	Reported to Agency Date	Occur Date Range	Jurisdiction	Status:
FL0178000	9/28/2018 5:07:12 PM	09/28/2018 17:07:12 -	State Waters	Clearance:

Offense Description
S29D DERELICT BOAT

LOCATION(S)

County	Location Type	Location Description
ESCAMBIA	INCIDENT LOCATION	BRIDGE BAYOU CHICO

Street Number	Street	Apt/Lot/Bldg	City	State	Zip Code	Phone Number	Ext.
	BARRANCAS AVE (SR-292)		PENSACOLA	FL	32502		

Person: SUSPECT

First Name	Middle Name	Last Name	Suffix	Race	Sex	Height	Weight	Hair	Eyes
SASHAR	REZA	BOLOURI		WHITE	MALE	601			

MNI #	SSN	Date of Birth	Age	Place of Birth	Drivers License or other ID	State	ID Type
		11/21/1980		, ,	B460796804210	FL	E

Addresses
• RESIDENCE / 499 PLEASANT RIDGE RD, DEFUNIAK SPGS, FL 32435 / 850-830-1804

Charge: STATE STATUTE

Counts	Charge	Arrest Offense Code Description
1	823.11(2)	HEALTH-SAFETY

Charge Degree	Charge Level	General Offense Code
FIRST DEGREE	MISDEMEANOR	

Charge Description
IT IS UNLAWFUL FOR ANY PERSON, FIRM, OR CORPORATION TO STORE, LEAVE, OR ABANDON ANY DERELICT VESSEL

UCR Code / UCR Description

Charge: STATE STATUTE

Counts	Charge	Arrest Offense Code Description
1	328.64(1)	PUBLIC ORDER CRIMES

Charge Degree	Charge Level	General Offense Code
SECOND DEGREE	MISDEMEANOR	

Charge Description
FAILURE TO CHANGE INTREST OR ADDRESS OF THE VESSEL REGISTERED OR TITLED WITHIN 30 DAYS

UCR Code / UCR Description

Report Date / Time	Report Number	Report Case/Cad Number	Reporting Officer Rank / ID	Reporting Officer Name
9/30/2018 6:26:41 PM	ISR055489 (01)	FWNW18OFF013040 / FWTR18CAD017673	OFFICER / WN692	MCHENRY, JAMES

Originating Agency ORI	Reported to Agency Date	Occur Date Range	Jurisdiction	Status:
FL0178000	9/28/2018 5:07:12 PM	09/28/2018 17:07:12 -	State Waters	Clearance:

Offense Description
S29D DERELICT BOAT

Charge: STATE STATUTE

Counts	Charge	Arrest Offense Code Description
1	328.46(1)	INFRACTION

Charge Degree	Charge Level	General Offense Code
N/A	INFRACTION COURT NOT REQUIRED	

Charge Description
FAILURE TO HAVE BILL OF SALE ABOARD VESSEL FOR INSPECTION WITHIN 30 DAYS AFTER PURCHASE

UCR Code / UCR Description

Charge: STATE STATUTE

Counts	Charge	Arrest Offense Code Description
1	327.50(2)	INFRACTION

Charge Degree	Charge Level	General Offense Code
N/A	INFRACTION COURT NOT REQUIRED	

Charge Description
NAVIGATION LIGHTS-NOT PRESENT OR OPERATIONAL

UCR Code / UCR Description

Vessel: USED IN CRIME

Year	Make	Type	Color	Hull Material
1983	FLORIDA HOMEMADE BOATS	SAIL (ONLY)	WHITE	WOOD

Vessel Name	State	Registration Number	Tag Expiration	Vessel HIN	Vessel Doc Number
SOPHIA	FL	FL7637PR	03/09/2019	FLZC6915L183	

Owner Type	Vessel Value ($)	Length	Fuel Type	Propulsion	Number of Engines / Type	Total HP
OTHER		40	DIESEL	SAIL	0 /	

Vessel Owner	Vessel Released To Person	Vessel Released By Officer

Narrative: INITIAL

Narrative Date/Time	Narrative Synopsis
10/4/2018 1:31:24 PM	DERELICT VESSEL

Reporting Officer	Officer Rank	Officer ID No	Officer Org/Unit
MCHENRY, JAMES	OFFICER	WN692	FWNW\NW REGION\ESCAMBIA

Officer Signature	Officer Agency
	FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Report Date / Time	Report Number	Report Case/Cad Number	Reporting Officer Rank / ID	Reporting Officer Name
9/30/2018 6:26:41 PM	ISR055489 (01)	FWNW18OFF013040 / FWTR18CAD017673	OFFICER / WN692	MCHENRY, JAMES

Originating Agency ORI	Reported to Agency Date	Occur Date Range	Jurisdiction	Status:
FL0178000	9/28/2018 5:07:12 PM	09/28/2018 17:07:12 -	State Waters	Clearance:

Offense Description
S29D DERELICT BOAT

On 09/27/2018 I was dispatched to a vessel that had sunk in Bayou Chico. I was able to get the vessels registration numbers of FL7637PR. Those FL numbers came back to a William Henrichs. Officer Pettey and I were able to make contact with Mr. Henrichs that night and he stated that he sold that vessel to Mr. Bolouri in December of 2017 and had a bill of sale with the information on it. Officer Pettey and I made contact with Mr. Bolouri who stated he did buy that vessel around that same date for approximately $3000. While the vessel was left on the waters of the state it has sunk to the bottom of the Bayou.

On 09/30/2018 I went to Mr. Bolouri's address and spoke with him about his derelict vessel. He stated that he was making plans to remove the vessel but couldn't come up with anything at this time.

Mr. Bolouri was charged with:

823.11(2) It is unlawful for any person, firm, or corporation to store, leave, or abandon any derelict vessel.

328.46(1) Failure to register vessel within 30 days after purchase

327.50(2) Navigation lights-Not present or operational

328.64(1) Failure to change intrest or address of the vessel registered or titled within 30 days

Officer: Approving Supervisor (Supplement 01)

Officer Name	Officer Rank	Officer ID No	Officer Agency
BRIAN LAMBERT	LIEUTENANT	W1004	FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Approval Date / Time	Officer Signature
10/4/2018 11:21:37 PM	LT Brian Lambert

Report Date / Time	Report Number	Report Case/Cad Number	Reporting Officer Rank / ID	Reporting Officer Name
9/30/2018 6:26:41 PM	ISR055489 (01)	FWNW18OFF013040 / FWTR18CAD017673	OFFICER / WN692	MCHENRY, JAMES

Originating Agency ORI	Reported to Agency Date	Occur Date Range	Jurisdiction	Status:
FL0178000	9/28/2018 5:07:12 PM	09/28/2018 17:07:12 -	State Waters	Clearance:

Offense Description
S29D DERELICT BOAT

Picture

Picture Date Time	Picture Height	Picture Width	Picture Size	Resized
3/12/2017 3:06:30 AM	1080	1440	825 KB	True

Description
Photo taken by officer McHenry

Report Date / Time	Report Number	Report Case/Cad Number	Reporting Officer Rank / ID	Reporting Officer Name
9/30/2018 6:26:41 PM	ISR055489 (01)	FWNW18OFF013040 / FWTR18CAD017673	OFFICER / WN692	MCHENRY, JAMES

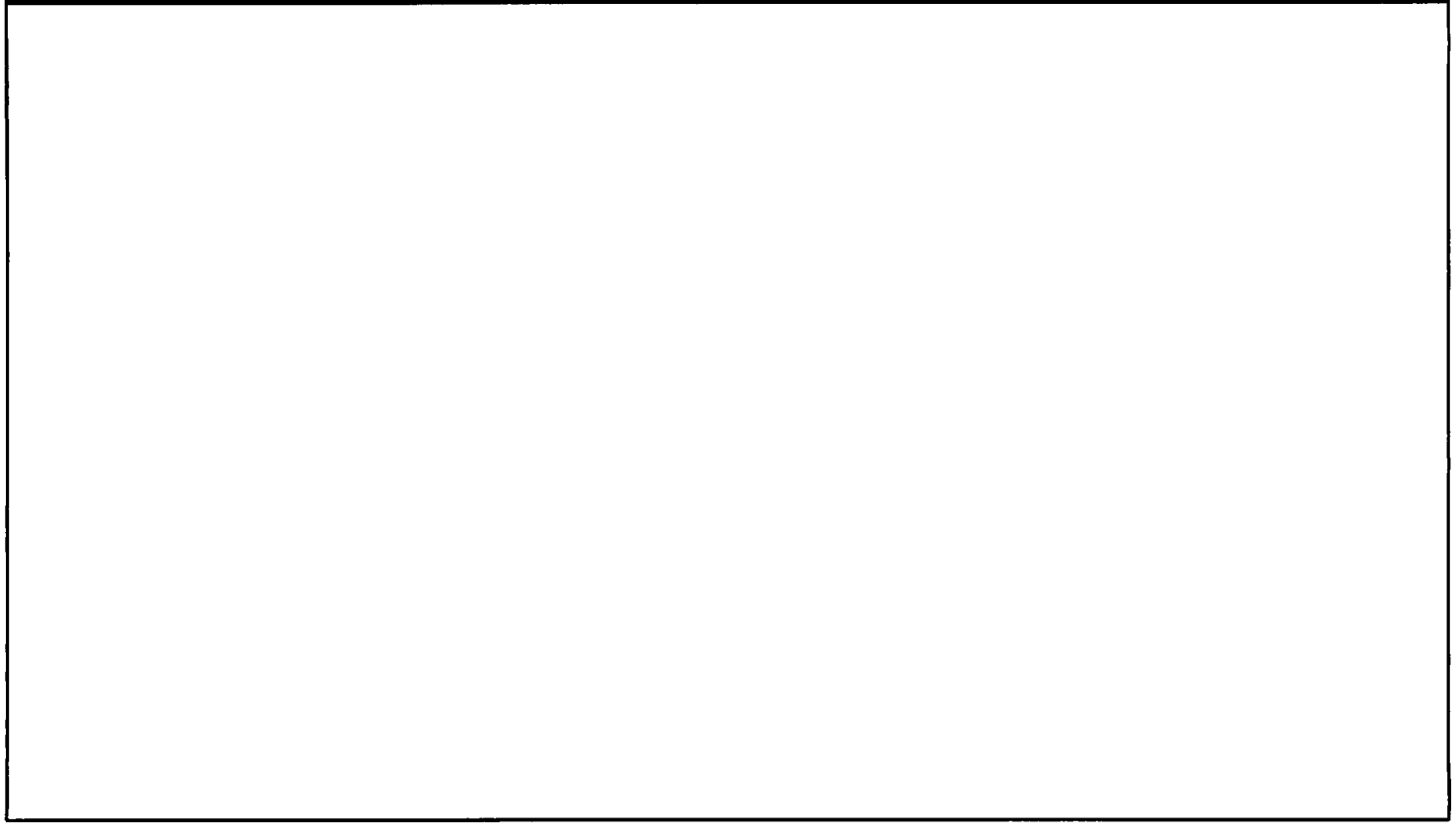
Originating Agency ORI	Reported to Agency Date	Occur Date Range	Jurisdiction	Status:
FL0178000	9/28/2018 5:07:12 PM	09/28/2018 17:07:12 -	State Waters	Clearance:

Offense Description
S29D DERELICT BOAT

Picture

Picture Date Time	Picture Height	Picture Width	Picture Size	Resized
3/12/2017 3:06:51 AM	1080	1440	874 KB	True

Description
Photo taken by officer McHenry



Report Date / Time	Report Number	Report Case/Cad Number	Reporting Officer Rank / ID	Reporting Officer Name
9/30/2018 6:26:41 PM	ISR055489 (01)	FWNW18OFF013040 / FWTR18CAD017673	OFFICER / WN692	MCHENRY, JAMES

Originating Agency ORI	Reported to Agency Date	Occur Date Range	Jurisdiction	Status:
FL0178000	9/28/2018 5:07:12 PM	09/28/2018 17:07:12 -	State Waters	Clearance:

Offense Description
S29D DERELICT BOAT

Picture

Picture Date Time	Picture Height	Picture Width	Picture Size	Resized
3/17/2017 3:54:56 AM	1080	1440	918 KB	True

Description
Photo taken by officer McHenry

Report Date / Time	Report Number	Report Case/Cad Number	Reporting Officer Rank / ID	Reporting Officer Name
9/30/2018 6:26:41 PM	ISR055489 (01)	FWNW18OFF013040 / FWTR18CAD017673	OFFICER / WN692	MCHENRY, JAMES

Originating Agency ORI	Reported to Agency Date	Occur Date Range	Jurisdiction	Status:
FL0178000	9/28/2018 5:07:12 PM	09/28/2018 17:07:12 -	State Waters	Clearance:

Offense Description
S29D DERELICT BOAT

Picture

Picture Date Time	Picture Height	Picture Width	Picture Size	Resized
3/17/2017 3:55:07 AM	1080	1440	871 KB	True

Description
Photo taken by officer McHenry

Report Date / Time	Report Number	Report Case/Cad Number	Reporting Officer Rank / ID	Reporting Officer Name
9/30/2018 6:26:41 PM	ISR055489 (01)	FWNW18OFF013040 / FWTR18CAD017673	OFFICER / WN692	MCHENRY, JAMES

Originating Agency ORI	Reported to Agency Date	Occur Date Range	Jurisdiction	Status:
FL0178000	9/28/2018 5:07:12 PM	09/28/2018 17:07:12 -	State Waters	Clearance:

Offense Description
S29D DERELICT BOAT

Picture

Picture Date Time	Picture Height	Picture Width	Picture Size	Resized
3/17/2017 3:56:41 AM	1080	1440	946 KB	True

Description
Photo taken by officer McHenry

Report Date / Time	Report Number	Report Case/Cad Number	Reporting Officer Rank / ID	Reporting Officer Name
9/30/2018 6:26:41 PM	ISR055489 (01)	FWNW18OFF013040 / FWTR18CAD017673	OFFICER / WN692	MCHENRY, JAMES

Originating Agency ORI	Reported to Agency Date	Occur Date Range	Jurisdiction	Status:
FL0178000	9/28/2018 5:07:12 PM	09/28/2018 17:07:12 -	State Waters	Clearance:

Offense Description
S29D DERELICT BOAT

Picture

Picture Date Time	Picture Height	Picture Width	Picture Size	Resized
3/17/2017 3:57:10 AM	1080	1440	953 KB	True

Description
Photo taken by officer McHenry

Report Date / Time	Report Number	Report Case/Cad Number	Reporting Officer Rank / ID	Reporting Officer Name
9/30/2018 6:26:41 PM	ISR055489 (01)	FWNW18OFF013040 / FWTR18CAD017673	OFFICER / WN692	MCHENRY, JAMES

Originating Agency ORI	Reported to Agency Date	Occur Date Range	Jurisdiction	Status:
FL0178000	9/28/2018 5:07:12 PM	09/28/2018 17:07:12 -	State Waters	Clearance:

Offense Description
S29D DERELICT BOAT

Picture

Picture Date Time	Picture Height	Picture Width	Picture Size	Resized
3/17/2017 3:57:18 AM	1080	1440	930 KB	True

Description
Photo taken by officer McHenry

Report Date / Time	Report Number	Report Case/Cad Number	Reporting Officer Rank / ID	Reporting Officer Name
9/30/2018 6:26:41 PM	ISR055489 (01)	FWNW18OFF013040 / FWTR18CAD017673	OFFICER / WN692	MCHENRY, JAMES

Originating Agency ORI	Reported to Agency Date	Occur Date Range	Jurisdiction	Status:
FL0178000	9/28/2018 5:07:12 PM	09/28/2018 17:07:12 -	State Waters	Clearance:

Offense Description
S29D DERELICT BOAT

Picture

Picture Date Time	Picture Height	Picture Width	Picture Size	Resized
3/17/2017 3:57:26 AM	1080	1440	946 KB	True

Description
Photo taken by officer McHenry

Report Date / Time	Report Number	Report Case/Cad Number	Reporting Officer Rank / ID	Reporting Officer Name
9/30/2018 6:26:41 PM	ISR055489 (01)	FWNW18OFF013040 / FWTR18CAD017673	OFFICER / WN692	MCHENRY, JAMES

Originating Agency ORI	Reported to Agency Date	Occur Date Range	Jurisdiction	Status:
FL0178000	9/28/2018 5:07:12 PM	09/28/2018 17:07:12 -	State Waters	Clearance:

Offense Description
S29D DERELICT BOAT

Picture

Picture Date Time	Picture Height	Picture Width	Picture Size	Resized
3/17/2017 11:03:01 PM	1080	1440	698 KB	True

Description
Photo taken by officer McHenry

Sup #	Officer Name	Officer Rank	Involvement On Report	Reporting Role	ID #	Org/Unit	Officer Agency
01	MCHENRY, JAMES	OFFICER		REPORTING OFFICER	WN692	FWNW\NW REGION\ESCAMBIA	FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
01	C. PETTEY	OFFICER	ASSISTING OFFICER		WN158	FWNW\NW REGION\ESCAMBIA	FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Report Date / Time	Report Number	Report Case/Cad Number	Reporting Officer Rank / ID	Reporting Officer Name
9/30/2018 6:26:41 PM	ISR055489 (01)	FWNW18OFF013040 / FWTR18CAD017673	OFFICER / WN692	MCHENRY, JAMES

Originating Agency ORI	Reported to Agency Date	Occur Date Range	Jurisdiction	Status:
FL0178000	9/28/2018 5:07:12 PM	09/28/2018 17:07:12 -	State Waters	Clearance:

Offense Description
S29D DERELICT BOAT

01	BRIAN LAMBERT	LIEUTENANT		APPROVING SUPERVISOR	W1004	FWNW\NW REGION\ESCAMBIA	FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

The undersigned certifies and swears that he/she has just and reasonable grounds to believe that the above named Defendant, committed violation(s), of law, on the below date(s) and time(s), as listed in the narratives associated with this report:

Officer: Reporting Officer (Supplement01)

Officer Name	Office Rank	Officer ID No
MCHENRY, JAMES	OFFICER	WN692

Officer Agency
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Officer Signature

Sworn and subscribed before me, the undersigned authority
This the _____ day of _____, _____
DEPUTY OF THE COURT, NOTARY OR LAW ENFORCEMENT OFFICER

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15473 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: First Renewal of Lease Agreement between Escambia County and Pensacola Metro Area Lions Sight Program, Inc.
From: Robert E. Dye, Interim Facilites Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning First Renewal of Lease Agreement between Escambia County and Pensacola Metro Area Lions Sight Program, Inc., for County-Owned Property at 1125-B Hayes Street, Pensacola, Florida - Robert E. Dye, Interim Director, Facilities Management

That the Board approve and authorize the Chairman to sign the First Renewal of Lease Agreement between Escambia County and Pensacola Metro Area Lions Sight Program, Inc. (Lions Sight Program), for property located at 1125-B Hayes Street, Pensacola, Florida.

BACKGROUND:

On November 25, 2014 the Board approved a Lease Agreement with Pensacola Metro Area Lions Sight Program, Inc. for real property located at 1125-B Hayes Street, Pensacola, Florida, 32501. The initial term of the lease was for five (5) years commencing on January 15, 2014 and allows for the Lease to be renewed by Lions Sight Program for an additional five (5) year term. Pensacola Metro Area Lions Sight Program, Inc. has requested to renew the lease for the an additional five (5) year term.

BUDGETARY IMPACT:

Pensacola Metro Area Lions Sight Program, Inc. will pay rent of one dollar ($1.00) per year.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has prepared the First Renewal of Lease Agreement and has approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Lease
Lion Sight Program's Request to Extend
Proof of Insurance

FIRST RENEWAL OF LEASE AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
PENSACOLA METRO AREA LIONS SIGHT PROGRAM, INC.

This First Renewal of Lease (First Renewal) is made and entered this ____ day of _____ 2019 by and between Escambia County, a political subdivision of the State of Florida (County) and Pensacola Metro Area Lions Sight Program, Inc., a Florida non-profit corporation (Lions Sight Program).

WITNESSETH

WHEREAS, the County and Lions Sight Program entered that certain Lease Agreement dated November 25, 2014, for real property located at 1125-B Hayes Street, Pensacola, Florida 32501; and

WHEREAS, Section 3 of the Lease provides that it may be renewed for one additional five (5) year term, provided that Lions Sight Program delivers to the County written notice of its intent to renew at least thirty (30) days prior to expiration of the current term; and

WHEREAS, Lions Sight Program has timely requested to renew the term of the Lease for an additional five (5) year term; and

WHEREAS, the County has determined that it is in the best interest of the public to renew the term of the Lease as provided below;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above-recitals are true and correct and incorporated herein by reference.

2. The term of the Lease shall be renewed for an additional five (5) years commencing on January 15, 2019 and ending January 14, 2024.

3. In all other respects, the provisions of the Lease remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the County and Lions Sight Program have caused this First Renewal to be executed on the day and year first written above.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of Circuit Court

By: _____
Deputy Clerk

_____
Lumon J. May, Chairman

Approved as to form and legal sufficiency.
By/Title: Asst. County Attorney
Date: Jan. 24, 2019

Pensacola Metro Area Lions Sight Program, Inc.

Witness Hollis Sanford

Print Name Hollis Sanford

Witness Karen E Myers

Print Name KAREN MYERS

_____
John Ricke, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of January, 2019, by Chris Howard as President of Pensacola Metro Area Lions Sight Program, Inc., a Florida non-profit corporation, on behalf of the corporation. He (_) is personally known to me, or (_) has produced FL R200-460-41-203-0 as identification and who did / did not did take an oath.

KAREN ELIZABETH MYERS
Notary Public - State of Florida
Commission # GG 282777
My Comm. Expires Dec 9, 2022
Bonded through National Notary Assn.

(NOTARY SEAL)

Karen Elizabeth Myers
NOTARY PUBLIC
Print Name: KAREN Elizabeth Myers

Pensacola Metro Area
Lions Sight Programs, Inc.
1125 West Hayes Street, Suite B
Pensacola, FL 32501-1127
(850) 438-8989
"Help us Save Sight"

January 14, 2019

Karen Myers
Administrative Supervisor
221 Palafox Place
Pensacola, Fl 32502

The Board of Directors of the Pensacola Metro Lions Sight Program, Inc. would like to renew our lease on the property at 1125 West Hayes Street Suite B under the current terms.

This past year we have supplied eye examinations and glasses for twenty to thirty people each month as well as two to three surgeries. This lease with Escambia County enables us to meet those needs

Sincerely,
Chris C. Howard
Vice President, Lions Sight Clinic

PENSMET-02 KDEATON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Zarahn Insurance Agency, Inc.
PO Box 17105
Pensacola, FL 32522

001872, A+, XV

CONTACT NAME:
PHONE (A/C, No, Ext): (850) 438-9169 FAX (A/C, No): (850) 208-2008
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Depositors Ins Co	42587
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pensacola Metro Area Lions Sight Program, Inc.
1125 W Hayes St Ste B
Pensacola, FL 32501-1127

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			ACPBPOD5974894576	5/4/2018	5/4/2019	EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

APPROVED
By Bob Dye at 12:47 pm, Jan 15, 2019

CERTIFICATE HOLDER

Escambia County
P.O. Box 1591
Pensacola, FL 32595

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Eddie Zarahn

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15565 **County Administrator's Report 12. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: First Renewal of Lease Agreement between Escambia County and Perdido Key Area Chamber of Commerce, Inc.
From: Robert E. Dye, Interim Facilites Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning First Renewal of Lease Agreement between Escambia County and Perdido Key Area Chamber of Commerce, Inc., for County-Owned Property at 15500 Perdido Key Drive, Florida - Robert E. Dye, Interim Director, Facilities Management

That the Board approve and authorize the Chairman to sign the First Renewal of Lease Agreement between Escambia County and Perdido Key Area Chamber of Commerce, Inc. (PKACC), for property located at 15500 Perdido Key Drive, Pensacola, Florida, 32507.

BACKGROUND:

On February 18, 2014 the Board approved a Lease Agreement with Perdido Key Area Chamber of Commerce, Inc. (PKACC), for real property located at 15500 Perdido Key Drive, Pensacola, FL 32507. The initial term of the lease was for five (5) years commencing on February 18, 2014 and allows for the Lease to be renewed by PKACC for an additional five (5) years. PKACC has requested to renew the lease for the first additional five (5) years.

BUDGETARY IMPACT:

Perdido Key Area Chamber of Commerce, Inc. will pay rent of one dollar ($1.00) per year.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has prepared the First Renewal of Lease Agreement and approved as to form and legal sufficiency.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

PKACC Lease Agreement
1st Renewal of Lease Agreement
Certificate of Insurance

ESCAMBIA COUNTY
CLERK'S ORIGINAL
2/18/2014/CAR II-4

RESOLUTION R2014-14

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE LEASE OF REAL PROPERTY TO PERDIDO KEY AREA CHAMBER OF COMMERCE, INC.; AND PROVIDING AN EFFECTIVE DATE.

Date: 2/19/2014 Verified By: DHarris

WHEREAS, Escambia County is the owner of real property, commonly known as the Perdido Key Visitors Information Center and Community Center, located at 15500 Perdido Key Drive, Pensacola, Escambia County, Florida 32507 (Property); and

WHEREAS, Perdido Key Area Chamber of Commerce, Inc. (PKACC), is a non-profit corporation that provides a variety of commercial services for residents, businesses, and visitors to the Perdido Key area; and

WHEREAS, PKACC has requested that the County lease to it a portion of the Property for use as its administrative offices; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that it is in the best interests of the County and the public to lease a portion of the Property to PKACC under the terms and conditions stated below; and

WHEREAS, the lease to PKACC is authorized pursuant to Section 125.38, Florida Statutes;

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The County shall lease to PKACC the portion of the Property described in the Lease Agreement attached to this Resolution for an initial term of five (5) years at an

annual rent of One Dollar ($1.00) and otherwise in accordance with the terms of the Lease Agreement.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 18th day of February, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J May
Lumon J. May, Chairman

Date Executed
2-18-2014

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: Doris Harris
Deputy Clerk

(SEAL)

BCC Approved: 02-18-2014

This document approved as to form
and legal sufficiency.
By
Title Asst. County Attorney
Date Feb. 4, 2014

ESCAMBIA COUNTY
CLERK'S ORIGINAL
2/18/2014 CAR II-4

Date: 2/19/2014 Verified By: D Harris

LEASE AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
PERDIDO KEY AREA CHAMBER OF COMMERCE, INC.

THIS LEASE AGREEMENT is made and entered into this 18th day of February 2014 by and between Perdido Key Area Chamber of Commerce, Inc., a Florida corporation not-for-profit, whose address is 15500 Perdido Key Drive, Pensacola, Florida 32507 (PKACC), and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County).

WITNESSETH:

WHEREAS, Escambia County is the owner of real property, commonly known as the Perdido Key Visitors Information Center and Community Center, located at 15500 Perdido Key Drive, Pensacola, Escambia County, Florida 32507 (Property); and

WHEREAS, Perdido Key Area Chamber of Commerce, Inc., is a non-profit corporation that provides a variety of commercial services for residents, businesses, and visitors to the Perdido Key area; and

WHEREAS, PKACC has requested that the County lease to it a portion of the Property for administrative offices for PKACC; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that it is in the best interests of the County and the public to lease a portion of the Property to PKACC under the terms and conditions stated below.

NOW, THEREFORE, for the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated by reference.

2. Property Leased. The County leases to PKACC a portion of the Property located at 15500 Perdido Key Drive, Pensacola, Florida, more particularly described in the attached Exhibit A (Leased Area).

3. Term. The initial term of the Lease shall be for five (5) years, commencing on February 18, 2014 (Effective Date). This Lease may be renewed for successive terms of five (5) years, provided that PKACC delivers to the County written notice of its intent to renew at least ninety (90) days prior to the expiration of the current term.

4. Rent. PKACC shall pay to the County as rent the sum of One Dollar ($1.00) per year.

5. Construction of Improvements. No new permanent improvements shall be constructed on the Property unless PKACC first obtains written authorization from the County. PKACC shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, any such improvements or personal property not removed by PKACC may be disposed of by the County in any manner the County deems appropriate, without liability to the County.

6. Maintenance and Utilities. The County shall be responsible for routine maintenance of the Leased Area, except custodial services. PKACC shall be responsible for ensuring that the Leased Area is kept in a neat, safe, and orderly condition, and obtaining or providing custodial services for the Leased Area. The County will provide electricity, water, sewer, sanitation services, and pest control. PKACC shall be responsible for all other utility service charges, including telephone, internet, and cable television.

7. Repairs. The County shall repair the Property, including the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, painting, carpet or other floor covering, and fixtures. The cost of such repairs shall be the responsibility of the County except to the extent that the damage or condition necessitating the repair is the result of the negligent or willful misconduct of PKACC, its officers, employees, agents, and invitees.

8. Inspection. PKACC shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. PKACC accepts the Leased Area "as is" on the Effective Date of this Lease Agreement with no warranties regarding suitability of use.

9. Indemnification. PKACC agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged loss or damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Property by PKACC.

10. Insurance. During the term of the Lease, PKACC shall procure and maintain general liability insurance with coverage of $1,000,000 per occurrence and aggregate limits, including coverage for personal and bodily injury, broad form property damage, operations, products and completed operations, contractual liability covering this Lease Agreement and liquor liability. In anticipation of alcohol being served on the Property, PKACC shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability, PKACC's agent or insurer shall provide written documentation to confirm that coverage already applies to this Lease. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating guide. PKACC shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

PKACC shall provide Escambia County with insurance policies and certificates of insurance endorsed to name Escambia County as an "additional insured" and the certificate holder. Certificates must be mailed to Michael Watts, Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Lease shall be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

PKACC agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of PKACC must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any Certificate of Insurance shall not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Lease Agreement.

11. Use of Premises. PKACC shall use the Property solely for administrative offices for PKACC. During special events, PKACC may serve alcoholic beverages to its members and guests in the Leased Area and, with prior approval of the Escambia County Department of Community Affairs, the adjacent community center, provided, however, that the alcoholic beverages are not sold and that PKACC complies with and obtains any permits and licenses that may be required by state and local laws and regulations.

12. Termination. Either party may terminate this Lease for cause upon thirty (30) days' written notice or convenience upon one hundred eighty (180) days' written notice. Upon termination, PKACC shall return the Leased Area to the County in good condition and repair any damage resulting from any improvements installed and removed by PKACC, normal wear and tear excepted.

13. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and PKACC under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:
County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

PKACC:
Perdido Key Area Chamber of Commerce, Inc.
c/o Sharyon Miller, Chairman
15500 Perdido Key Drive
Pensacola, Florida 32507

With a copy of notices and
correspondence to:

County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Notices will be delivered personally, by overnight courier, or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight courier will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

14. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Leased Area for the purpose of inspecting and observing the use of the Leased Area, as long as such inspections and observations do not unreasonably interfere with PKACC's use of the Leased Area.

15. Compliance with Laws. PKACC agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

16. Entire Agreement. This Lease Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease Agreement may be modified only by an amendment in writing, dated and signed by the County and PKACC after the date of this Lease Agreement. PKACC acknowledges it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed this Lease Agreement.

17. Assignments. This Lease Agreement shall not be assigned nor shall the Property be sublet unless first approved by the Board of County Commissioners. Any such assignment or sublease shall be reflected in a written instrument executed by the parties.

18. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease Agreement or PKACC's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

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 your county public health unit.

20. Taxes. PKACC shall be responsible for all taxes assessed against the Property, improvements, or otherwise arising out of this Lease Agreement (if any).

21. Interpretation. The captions, headings and paragraph titles in this Lease Agreement are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease Agreement. If any provision of this Lease Agreement or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease Agreement shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease Agreement.

IN WITNESS WHEREOF, the County and PKACC have caused this Lease Agreement to be executed by their duly authorized representatives as of the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

Deputy Clerk

BCC Approved 02-18-2014

Date Executed
2-18-2014

This document approved as to form and legal sufficiency.
By
Title Asst. County Attorney
Date Jan. 22, 2014

PERDIDO KEY AREA CHAMBER OF COMMERCE, INC.

Witness _____
Print Name Danya L. Clapp

Witness _____
Print Name _____

Sharyon Miller, Chairman

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of February, 2014, by Sharyon Miller as Chairman of the Perdido Key Area Chamber of Commerce, Inc., a Florida non-profit corporation, on behalf of the corporation, who (_) is personally known to me, or (✓) has produced current AL 6713224 DL as identification.

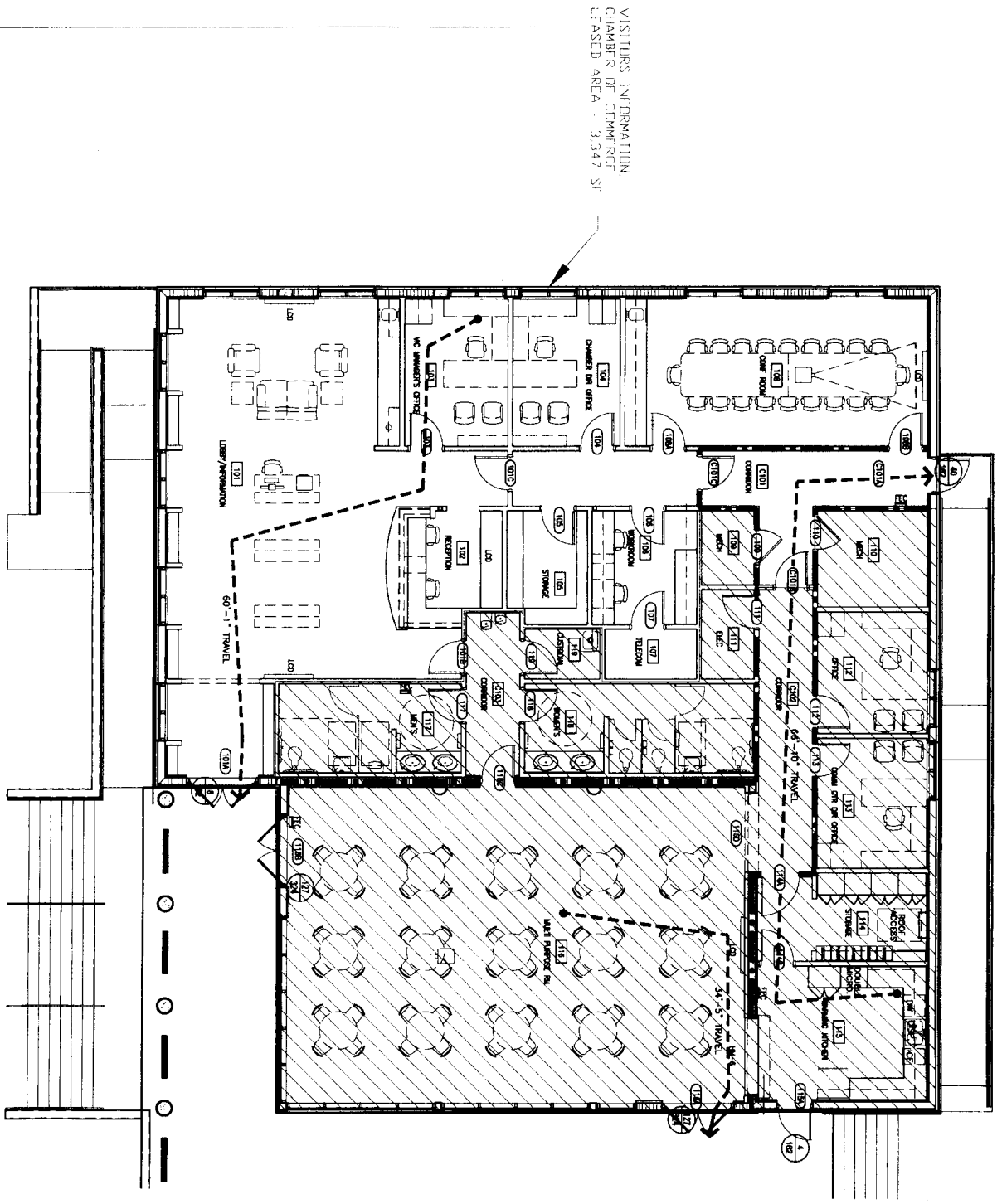
KAREN E MYERS
Notary Public - State of Florida
My Comm. Expires Nov 19, 2014
Commission # EE 41735
Bonded Through National Notary Assn.

(Notary Seal)

Signature of Notary Public

Karen E Myers
Printed Name of Notary Public

Exhibit A



SHEET: 1 OF 1	SHEET: LEASE FLOOR PLAN	DRAWN BY: BURKE PAGE DATE: 10-30-13 DCAT PROJECT #	ISSUE / REVISION DATES	**Perdido Key Visitors Information, Chamber of Commerce** **Lease Agreement Floor Plan** for the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS	SEAL

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5690 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/18/2014
Issue: Resolution Authorizing the Lease Agreement between Escambia County and Perdido Key Area Chamber of Commerce, Inc.
From: David Wheeler
Organization: Facilities Management
CAO Approval: Larry M. Newsom

RECOMMENDATION:
Recommendation Concerning the Lease of the County-Owned Property at 15500 Perdido Key Drive by Perdido Key Area Chamber of Commerce, Inc. - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the lease of County-owned real property located at 15500 Perdido Key Drive, Pensacola, Florida:

A. Adopt the Resolution authorizing the lease of real property to Perdido Key Area Chamber of Commerce, Inc. (PKACC), for the property located at 15500 Perdido Key Drive, Pensacola, Florida, more particularly described in Exhibit "A," for the term of five years, providing for renewal by the PKACC for an additional five-year term; rent is to be paid to the County, in the amount of $1 per year; and

B. Authorize the Chairman to sign the Resolution and the Lease Agreement between Escambia County and Perdido Key Area Chamber of Commerce, Inc.

BACKGROUND:
The County provided space to the Perdido Key Area Chamber of Commerce, Inc. (PKACC) in the Old Perdido Key Fire Station. The newly built facility includes space for the PKACC.

The County will provide electric, water, sewer, and sanitation services. The PKACC shall be responsible for custodial services and all other utility service charges including telephone, internet, and cable television.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Lease Agreement was prepared in conjunction with the County Attorney's Office and the Facilities Management Department. The County Attorney's office has approved as to form and legal sufficiency.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
Current Policy requires Board approval for lease agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:
Signatures are required by both parties.

Attachments

PKACC Resolution & Lease

FIRST RENEWAL OF LEASE AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
PERDIDO KEY AREA CHAMBER OF COMMERCE, INC.

This First Renewal of Lease (First Renewal) is made and entered this ____ day of _____ 2019 by and between Escambia County, a political subdivision of the State of Florida (County) and Perdido Key Area Chamber of Commerce, Inc., a Florida corporation (PKACC)).

WITNESSETH

WHEREAS, the County and PKACC entered that certain Lease Agreement dated February 18, 2014, for real property located at 15500 Perdido Key Drive, Pensacola, Florida 32507; and

WHEREAS, Section 3 of the Lease provides that it may be renewed for successive terms of five (5) years, provided that PKACC delivers to the County written notice of its intent to renew at least ninety (90) days prior to expiration of the current term; and

WHEREAS, PKACC has requested to renew the term of the Lease for an additional five (5) year term; and

WHEREAS, the County has determined that it is in the best interest of the public to renew the term of the Lease as provided below;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above-recitals are true and correct and incorporated herein by reference.

2. The term of the Lease shall be renewed for an additional five (5) years commencing on February 18, 2019 and ending on February 17, 2024.

3. In all other respects, the provisions of the Lease remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the County and PKACC have caused this First Renewal to be executed on the day and year first written above.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of Circuit Court

By: _____
Deputy Clerk

_____
Lumon J. May, Chairman

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Jan 14, 2019

PERDIDO KEY AREA CHAMBER OF COMMERCE, INC.

Witness _____
Print Name Dana Folgador

Witness _____
Print Name KAREN E Myers

_____
James Beran, Chairman

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14 day of January, 2019, by James Beran as Chairman of Perdido Key Area Chamber of Commerce, Inc., a Florida corporation, on behalf of the corporation. He/She (_) is personally known to me, or (✓) has produced FL B650-456-63-186-8 as identification and who did / did not did take an oath.

KAREN ELIZABETH MYERS
Notary Public - State of Florida
Commission # GG 282777
My Comm. Expires Dec 9, 2022
Bonded through National Notary Assn.

_____
NOTARY PUBLIC
Print Name: KAREN Elizabeth Myers

(NOTARY SEAL)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tracie Newman
DE Reed Agency Inc. dba Dave Reed I	PHONE (A/C, No, Ext): (850) 494-2264 FAX (A/C, No): (850) 478-8205
2170 Creighton Road 013859A+, XIV	E-MAIL ADDRESS: tracie.newman@davereedinsurance.com
Pensacola FL 32504	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED	INSURER A : Covington Specialty Insurance COmpany 13027
Perdido Key Area Chamber of Commerce, Inc.	INSURER B :
15500 Perdido Key Dr.	INSURER C :
	INSURER D :
Pensacola FL 32507	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
		X		VBA628519-00	06/18/18	06/18/19	PERSONAL & ADV INJURY	$ NOT COVERED
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

APPROVED
By Bob Dye at 7:24 am, Jan 18, 2019

CERTIFICATE HOLDER

ESCAMBIA COUNTY
100 E. BLOUNT STREET
PENSACOLA FL 32501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
David E. Reed

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15339 **County Administrator's Report 12. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: Florida Department of Transportation (FDOT) Section 5310 Program Grant Application
From: Mike Crittenden, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Department of Transportation Section 5310 Program Grant Application - Mike Crittenden, Mass Transit Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for Section 5310 funding and Federal Transit Administration (FTA) enhanced mobility of seniors and individuals with disabilities funding to be used by Escambia County for the purchase of two Americans with Disabilities Act of 1990 (ADA) Vehicles:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by the Florida Department of Transportation (FDOT) and by the Federal Transit Administration (FTA) Act of 1964;

B. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notification of funding and electronic document filing; and

C. Authorize the Mass Transit Director to sign all Application documents and to submit the Grant Application.

[Funding: Escambia County is required to provide a 10% match for Section 5310 Capital Awards ($14,600). These funds will be included in the Mass Transit Department Fiscal Year 2019/2020 Budget]

BACKGROUND:

The purpose of the Section 5310 Formula Grant is to provide enhanced mobility of seniors and individuals with disabilities. Escambia County uses these funds to replace or add vehicles typically used for Escambia County Community Transportation, the County's Paratransit / Demand Response service.

There are currently 25 Vehicles in the fleet available to Escambia County Community Transportation (ECCT). This application is to purchase 2 additional vehicles for the fleet.

Program of Projects	Amount
2 - ADA Compliant Mini Buses	$146,000
Total Budget	**$146,000**

Upon approval by the Board of County Commissioners, this proposed Program of Projects, including any amendments, becomes the final Program of Projects.

The vehicles will be purchased from the Transit Research Inspection Procurement System (TRIPS) which is a FDOT managed contract. FTA or FDOT funding cannot be used if / when a local preference purchasing policy is utilized. Escambia County is expected to contribute 10% of the total cost, with the FTA and FDOT providing funding for 90% - it is mandatory when using 5310 Capital funds to use the TRIPS contract.

BUDGETARY IMPACT:

Escambia County is required to provide a 10% match for Section 5310 Capital Awards ($14,600). These funds will be included in the Mass Transit Department Fiscal Year 2019/2020 budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon the Board's approval, Clerks office staff will need to certify two copies of the Resolution for the Mass Transit Department. Funds are accessed upon grant award, acceptance of award, and all approvals. Mass Transit personnel will continue to coordinate with FDOT staff to complete all implementation requirements.

Attachments

Fleet List
Resolution

Escambia County Community Transportation Fleet List

MFG YR	MAKE	Model	VIN. #	Mileage	Pass Cap	Fleet #	Notes
2014	Chevy	350	1GAZGZFA1E1210656	126615	15	209	
2014	Chevy	350	1GAZGZFA9E1213093	130923	15	210	
2014	Dodge	Caravan	2C7WDGCGXER478247	122405	5	211	
2014	Dodge	Caravan	2C7WDGCGXER478246	126098	5	212	
2014	Chevy	4500	1GB3G2CG9E1208624	203,569	11	1435	
2014	Chevy	4500	1GB3G2CGOE1208219	180,204	11	1436	Marked for Replacement from 2018 funding
2014	Chevy	4500	1GB3G2CG1E1208049	183,224	11	1437	
2014	Chevy	4500	1GB3G2CG7E1207651	195,387	11	1438	
2014	Chevy	4500	1GB3G2CG7E1208637	177,447	11	1439	
2014	Chevy	4500	1GB3G2CG6E1209245	178,628	11	1440	Marked for Replacement from 2018 funding
2014	Chevy	4500	1GB3G2CG1E1208679	191,487	11	1441	
2014	Chevy	4500	1GB3G2CG0E1207975	184,601	11	1442	
2014	Chevy	4500	1GB3G2CG4E1207722	176,521	11	1443	
2014	Chevy	4500	1GB3G2CG0E1209404	178,434	11	1445	
2014	Chevy	4500	1GB3G2CG3E1209557	202,145	11	1446	Marked for Replacement from 2018 funding
2014	Chevy	4500	1GB3G2CG5E1209611	166,519	11	1447	
2015	Chevy	4500	1GB3G2CG6F1133009	159,704	11	1548	
2015	Chevy	4500	1GB3G2CG4F1134305	145,572	11	1549	
2015	Chevy	4500	1GB3G2CG6F1133897	200,382	11	1551	
2016	Chevy	4500	1GB6GUBG3G1279427	104,230	15	1652	
2016	Chevy	4500	1GB6GUBG6G1279776	103,072	15	1653	
2016	Chevy	4500	1GB6GUBG1G1281113	95,574	15	1654	
2018	Chevy	3500	1HA3GRCG6HN008765	26,013	9	1801	
2018	Chevy	3500	1HA3GRCG8HN008511	29,725	9	1802	
2018	Chevy	3500	1HA3GRCG7HN008709	26,475	9	1803	

FTA Useful Life for Paratransit Vehicles is 5 years or 200,000 Miles

RESOLUTION R2019-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to 49 U.S.C. §5310, the Secretary of Transportation of the U.S. Department of Transportation ("USDOT") is authorized to award formula program grants for public transportation projects planned, designed, and carried out to enhance the mobility of seniors and individuals with disabilities; and

WHEREAS, pursuant to Chapter 341, Florida Statutes, the Florida Department of Transportation ("FDOT") is authorized to receive federal grants for public transportation projects; and

WHEREAS, pursuant to Chapter 341, Florida Statutes, Escambia County is authorized to apply for and accept Public Transportation Grants from the FDOT to receive federal grant funding for public transportation projects; and

WHEREAS, Escambia County has the authority to submit a Section 5310 formula program grant application and supporting documents and assurances to the FDOT.

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 Escambia County Board of County Commissioners hereby approves the submission of a Section 5310 formula program grant application, along with any supporting documentation and assurances, to the FDOT.

Section 3. That the Board hereby authorizes the Escambia County Mass Transit Director to execute and file the grant application on behalf of Escambia County, along with any supporting documentation or assurances as may be required by the FDOT.

Section 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED THIS ___ DAY OF _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 1/25/19

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15455 **County Administrator's Report 12. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: Florida Department of Transportation (FDOT) Section 5311 Program Grant Application
From: Mike Crittenden, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Department of Transportation Section 5311 Program Grant Application - Mike Crittenden, Mass Transit Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for USC Section 5311 funding (Federal Transit Administration [FTA] non Urbanized funding), to be used by Escambia County Mass Transit Department, for fixed route and paratransit transportation to and from the Rural / Non-Urbanized area:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by the Florida Department of Transportation (FDOT) and by the Federal Transit Administration (FTA) Act of 1964;

B. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notification of funding and electronic document filing; and

C. Authorize the Mass Transit Director to sign all Application documents and to submit the Grant Application.

[Funding: Section 5311 funding requires a 50% match for operating costs for rural areas. The other 50% is a reimbursement. These funds will be included in the Mass Transit Department Fiscal Year 2019/2020 Budget]

BACKGROUND:

The Section 5311 Non-Urbanized Area Formula Grant Program provides federal operating or capital assistance to eligible recipients who operate / contract public transportation service in non-urbanized areas. Eligible recipients may receive annual section 5311 allocations to offset operational expenses of public transportation service operated and or contracted in rural/non-urbanized areas. Grant recipients must either be a Community Transportation Coordinator (CTC), or an otherwise-eligible recipient who maintains a written coordination agreement with the CTC. Additionally, grant recipients must have the requisite fiscal and managerial capability to carry out the project and the legal authority to receive federal and state funds. Escambia is the eligible local recipient of FDOT funding.

The only route that goes into the Rural area is Route 60, and it typically runs/costs at 3% of the overall budget. FDOT will reimburse 50% of those costs, up to the maximum awarded. Applications are submitted and are reviewed on a competitive basis, therefore we cannot give an exact value of the grant award. However, Historically ECAT has been awarded enough to offset the full 50% of route costs.

BUDGETARY IMPACT:

Section 5311 funding required a 50% match for operating costs for rural areas. The other 50% is a reimbursement. These funds will be included in the Mass Transit Department Fiscal Year 2019/2020 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the resolution for legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon the Boards approval, Clerk's office staff will need to certify two copies of the Resolution for the Mass Transit Department. Funds are accessed upon grant award, acceptance of the award, and all approvals. Mass Transit personnel will continue to coordinate with FDOT staff to complete all implementation requirements.

Attachments

Resolution

RESOLUTION R2019-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to 49 U.S.C. §5311, the Secretary of Transportation of the U.S. Department of Transportation ("USDOT") is authorized to award formula program grants for public transportation projects in rural areas; and

WHEREAS, pursuant to Chapter 341, Florida Statutes, the Florida Department of Transportation ("FDOT") is authorized to receive federal grants for public transportation projects; and

WHEREAS, pursuant to Chapter 341, Florida Statutes, Escambia County is authorized to apply for and accept Public Transportation Grants from the FDOT to receive federal grant funding for public transportation projects; and

WHEREAS, Escambia County has the authority to submit a Section 5311 formula program grant application and supporting documents and assurances to the FDOT.

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 Escambia County Board of County Commissioners hereby approves the submission of a Section 5311 formula program grant application, along with any supporting documentation and assurances, to the FDOT.

Section 3. That the Board hereby authorizes the Escambia County Mass Transit Director to execute and file the grant application on behalf of Escambia County, along with any supporting documentation or assurances as may be required by the FDOT.

Section 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED THIS ___ DAY OF _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

By/Title:

Date: 1/28/19

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15479 **County Administrator's Report 12. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: Supplemental Budget Amendment #065 - Zika Mosquito Control Grant
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #065 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #065, General Fund (001), in the amount of $5,000, to recognize a reimbursable Grant from the Florida Department of Health (FDOH) for domestic mosquito control of the Zika virus. These funds will be used to purchase mosquito control chemicals.

BACKGROUND:

Escambia County Mosquito Control received a reimbursable grant from the Florida Department of Health for domestic mosquito control of the Zika virus. These funds were distributed to all Mosquito Control programs in the state. The funds are to be used for surveillance equipment, abatement materials (chemicals), and application tools. However, the intent of the division is to use the funds to purchase mosquito control chemicals.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by $5,000. No matching funds are required.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 065

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2019-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget

WHEREAS, Escambia County was awarded a reimbursable grant from Florida Department of Health (FDOH) for the domestic mosquito control of the Zika virus, and these funds need to 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, 2019

General Fund	001
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Zika Mosquito Control Grant	001	337604	5,000
Total			**$5,000**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Operating Supplies	001/220701	55201	$5,000
Total			**$5,000**

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

Lumon J. May, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2019.01.15 07:52:15 -06'00'

OMB Approved

Supplemental Budget Amendment # 065

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15509 **County Administrator's Report 12. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: SBA #068 - Sheriff's Off-Duty Officer Reimbursement, Auto Repairs Reimbursement, Investagative Costs, & Misc. Fees
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #068 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #068, General Fund (001), in the amount of $23,404, to recognize the Sheriff's off-duty officer reimbursements, auto repair reimbursements, investigative costs and miscellaneous reimbursements/fees and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

BACKGROUND:

The Sheriff's Department has received off-duty officer, auto repair, investagative costs reimbursments and miscellaneous costs reimbursements/fees associated with providing law enforcement and services in Escambia County. An appropriation of $23,404 will be placed back into the Sheriff's General Fund Budget to off-set programmatic costs.

BUDGETARY IMPACT:

This amendment will increase Fund 001 (General Fund) by $23,404.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#068

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2019-

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, investigation costs, auto repair and public records requests. These funds must now be recognized and appropriated back into the Sheriff's Budgets accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2019:

General Fund	001
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Miscellaneous Sheriff Fees	001	369939	$23,131
Investigative Costs	001	341525	273
Total			**$23,404**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Operating Expenses	001/540101	59703	$23,404
Total			**$23,404**

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

Lumon J. May, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2019.01.25 15:39:50 -06'00'

OMB Approved

Supplemental Budget Amendment
#068

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15368 **County Administrator's Report 12. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: First Year Option to Renew for Signal Response Maintenance
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning First Year Option to Renew PD 16-17.083, Signal Response Maintenance - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the utilization of the first of two possible one-year renewal periods, as outlined in Section 2, Term, of the Agreement Relating to Signal Response Maintenance for maintenance services throughout Escambia County, with Ingram Signalization, Inc., per PD 16-17.083, Signal Response Maintenance. The original agreement was approved by the Board on December 14, 2017.

[Funds are available in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601 and Fund 167, Bob Sikes Toll Facility, Cost Center 140302, Object Code 54601]

BACKGROUND:

Escambia County is required to operate and maintain (O&M) all the traffic signals within the County, whether the signals are located on the State Highway System (SHS) or not. For those signals on the SHS, the Florida Department of Transportation (FDOT) details the requirements for the O&M obligations, and provides funding annually via a Joint Participation Agreement (JPA) in form of reimbursement.

The County solicits the services of a signalization contractor to assist with the response and maintenance, and historically, the average annual O&M for the SHS has been approximately $300K +/- and $75K+/- for County owned signals. However, as the County has been successful in advocating for and securing additional resources (e.g. bucket truck), upgrading the system with modern technology, etc., the average annual O&M costs have steadily reduced,

with the previous FY18 costs of approximately $200K for the SHS signals, and $50K for the County owned signals. As the County continues to expand its internal capacities, modernizing the system, etc. we anticipate the annual O&M costs to continue to reduce moving forward.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on October 9, 2017. A Pre-Solicitation Conference was held on October 17, 2017. Two firms were represented at that meeting. One bid was received on November 2, 2017.

BUDGETARY IMPACT:

Funds are available in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601 and Fund 167, Bob Sikes Toll Facility, Cost Center 140302, Object Code 54601

LEGAL CONSIDERATIONS/SIGN-OFF:

The original agreement was prepared by Kristin D. Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Department will submit a purchase requisition to the Office of Purchasing for a Purchase Order to be issued.

Attachments

Fully-Executed Agreement

Contract Renewal Letter

AGREEMENT RELATING TO SIGNAL RESPONSE MAINTENANCE (PD 16-17.083)

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Ingram Signalization, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN Number 59-0879719, whose principal address is 4522 North Davis Highway, Pensacola, Florida 32503 (each at times being referred to as "party" or "parties").

WITNESSETH:

WHEREAS, on October 9, 2017, the County issued an Invitation to Bid relating to signal response maintenance services throughout Escambia County (PD 16-17.083); and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of signal response maintenance services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed by the parties and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.

3. Scope. Contractor agrees to perform in accordance with the Scope of Services outlined in Escambia County's Invitation to Bidders "Signal Response Maintenance," Specification No. P.D. 16-17.083, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**.

5. 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.

6. Method of Billing. Payment may be requested by Contractor on a monthly basis by the submission of a properly executed original invoice reflecting the amount due and owing with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. The County may terminate the Agreement immediately for cause or for convenience upon providing thirty (30) days' prior written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' prior written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

Ingram Signalization, Inc.
Attention: William Wilson
4522 North Davis Highway
Pensacola, Florida 32503

Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

With copy to:
Transportation and Traffic Division
Attention: Program Director
3363 West Park Place
Pensacola, FL 32505

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days' prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

16. Permits, Licenses and Taxes. All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jack R. Brown, County Administrator

Date: 2/22/18

BCC Approved: _____

Witness

Witness

CONTRACTOR:
INGRAM SIGNALIZATION, INC.

BY: _____
William D. Wilson, Vice President

Date: 12-14-2017

ATTEST:

By: _____
Corporate Secretary

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 12/14/17

SIGNAL RESPONSE MAINTENANCE
SCOPE OF SERVICES

PART 1 – GENERAL

1.1 INSTRUCTIONS TO BIDDERS – GENERAL NOTES ABOUT PAY ITEMS

a) A non-mandatory pre-bid meeting shall be held prior to the bid opening to discuss Signal Response Maintenance scope of services and pay items and to receive comments and answer any related questions. Any contractor who wishes to submit a bid is encouraged to have a representative(s) at the pre-bid meeting.

b) CONTRACTOR's proposed unit prices (Bid Schedule 1 and Bid Schedule 2) shall include, but are not limited to, mobilization, maintenance of traffic, equipment, supplies, incidentals to the project sites, and those operations necessary for the movement of personnel, no separate payment will be made.

c) Unless otherwise provided in the Bid Schedules, removal cost of existing equipment or parts shall be included in the CONTRACTOR's proposed replacement bid rates, no separate payment will be made.

d) The COUNTY may use the FDOT state average prices to evaluate the proposed bid rates for parts and equipment.

e) The COUNTY reserves the right to furnish all necessary signal parts, materials or equipment required for any task and compensates the CONTRACTOR for the labor and necessary equipment to complete the work.

f) The CONTRACTOR's markup for acquiring any signal parts, materials and equipment not specifically listed in the Bid Form shall not exceed 15% of the actual purchased price.

g) The COUNTY shall be ultimate authority to interpret the intent of bid documents including scope of services and the CONTRACTOR's proposed rates. After bids are submitted, the CONTRACTOR shall not assert that there was misunderstanding concerning the bid rates or the nature of the work to be done.

h) Estimated quantities are used to establish unit prices bids and will be used for cost comparison to determine the low bidder and for contract award. The COUNTY does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each item to be bid. The actual reimbursement to the CONTRACTOR will be based on the unit price of the actual amount of work authorized, completed, and approved by the COUNTY.

i) The COUNTY shall award the Contract to the lowest responsive and responsible bidder as determined by the COUNTY; provided, however, the COUNTY reserves the right to award the Contract to a bidder who is not the lowest responsive and responsible bidder if the COUNTY determines in its reasonable discretion that another bid offers County a better value based upon the reliability, quality of service, or product of such other bidder. In the event County awards the Contract to a bidder other than the lowest responsive and responsible bidder, the COUNTY shall state the basis upon which the award is being made.

1.2 RELATED DOCUMENTS

Unless otherwise specified by the Program Director, Transportation and Traffic Operations Division, or designee (Contract Manager), or in other sections of this specification, all work shall conform to the applicable requirements in the following documents:

a) Florida Department of Transportation (FDOT), Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, latest edition.

b) FDOT, Standard Specifications for Road and Bridge Construction, latest edition.

c) FDOT, Minimum Specifications for Traffic Control Signals and Devices, latest edition.

d) United States Department of Transportation (USDOT), Federal Highway Administration,

e) Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition.

f) National Electric Code, including latest revisions.

1.3 DESCRIPTION OF WORK

The work under this section involves response maintenance of traffic signals throughout Escambia County. Response maintenance is defined as the initial response by the CONTRACTOR to any reported equipment or system malfunction. Response maintenance includes both field procedures used to restore operation and shop procedures followed to repair and test the malfunctioning equipment. Response maintenance includes the following activities:

a) Receive notification

b) Secure the site

c) Diagnose the problem

d) Perform interim and final repairs

e) Log the activities

f) Prepare maintenance reports

The Escambia County Transportation and Traffic Operations Division generates the list of traffic signals to be maintained. The approximate number of signals to be maintained is listed below and will vary as new traffic signals are accepted for maintenance, existing signals are removed, and maintenance for specific signals is temporarily suspended due to construction activity. The Contract Manager will notify the CONTRACTOR in writing of traffic signals added to and deleted from the maintenance list.

TRAFFIC SIGNALS

The following is current list of traffic control signals maintained by the Escambia County:

SIGNAL CLASSIFICATION	CODE	TOTAL
Traffic Signals	(TS)	165
Traffic Signals Interconnected & Monitored	(IMTS)	11
Uninterruptible Power Supplies	(IMTS) W/ (UPS)	10
Intersection Control Beacons	(ICB)	9
Pedestrian Flashing Beacons	(PFP)	28
Emergency Fire Department Signals	(FDS)	10
Speed Activated Warning Displays	(SAWD)	14
Blank Out Signs	(BOS)	0
Traffic Warning Beacons	(TWB)	37
Time Travel Detectors	(TTD)	0
School Zones	(SZ)	76
COMBINED TOTAL		360

These signals include mast arm, span wire, pole mounted and solar powered type systems. For details of different types and configuration of equipment, please contact Escambia County, Transportation and Traffic Operations Division.

PART 2 - PRODUCTS

2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT

a) The CONTRACTOR shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, other facilities, and any necessary items to fully complete the work described in this contract documents.

b) The CONTRACTOR shall keep in stock a sufficient number of spare controllers, controller cabinets, conflict monitors, modems, video detection equipment, etc. to provide operation of signals consistent with the performance standards described in Section 3.7.

c) The CONTRACTOR shall return malfunctioning electronic equipment under warranty, to the manufacturer for repair and testing to take advantage of warranty service and any available software update. For non-warranty equipment, the CONTRACTOR shall provide copy of the original invoice of repairs for documentation of work performed and any charges incurred. These units will count on an install only charge.

d) The COUNTY reserves the right to perform Return Merchandise Authorization (RMA) process for non-warranty equipment.

e) The CONTRACTOR shall have and operate a laptop computer capable of interfacing with controllers, conflict monitors, various detection systems, Advanced Traffic Management System (ATMS) equipment.

f) The CONTRACTOR shall furnish warranty period and certification from the equipment vendor that all new parts and equipment, when applicable, have been approved by the Florida Department of Transportation (FDOT) for use on public roads.

g) The CONTRACTOR shall have a digital camera with date stamp and flash to document the state of the site prior to work performed and after work performed.

h) Upon completion of the assigned work, the CONTRACTOR shall notify the Contract Manager and certify that the work quantities and quality were accomplished in accordance with the specifications by signing and returning the work document to the COUNTY. All work completed will be inspected to verify quantity and quality prior to approval of the work document.

i) The CONTRACTOR must receive the Contract Manager's approval prior to commencement of additional work that was not included in the original work order.

j) The Contractor shall provide an inventory list of equipment that will be used under the Signal Response Maintenance Contract.

2.2 COUNTY-FURNISHED PARTS AND EQUIPMENT

a) The COUNTY may choose to furnish parts and equipment to the CONTRACTOR for specified work or for general replacement. If parts and/or equipment are furnished by the COUNTY, the CONTRACTOR will be required to sign a receipt and safeguard the equipment until it is used or retrieved by the COUNTY.

b) The CONTRACTOR shall keep an electronic file of the inventory sheet of County-furnished parts and equipment and shall provide a current listing of such items to the Contract Manager within two business days upon request and when items are taken from or added to inventory.

c) The COUNTY may elect to furnish video or other detection systems, work order software, and Advanced Traffic Management System software to the CONTRACTOR.

d) The Contract Manager may retrieve any County-furnished parts and equipment from the CONTRACTOR at any time during normal business hours.

2.3 REMOVED PARTS AND EQUIPMENT

a) Controllers, conflict monitors, and cabinets that are removed and are suitable for reuse shall be placed into the CONTRACTOR's inventory of County-furnished equipment. Such equipment shall be labeled as County property with the location from which it was removed. These units will count on an install only charge.

b) Parts and equipment that are removed and are deemed by the CONTRACTOR as suitable for reuse shall be placed into the CONTRACTOR's inventory of County-furnished equipment. The CONTRACTOR shall reuse such parts and equipment, when appropriate, before using new parts and equipment.

c) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Hwy 297A, Cantonment, Florida.

d) Parts and equipment that are removed and are not suitable for reuse and have no salvage value, shall be properly disposed of by the CONTRACTOR at his expense.

e) Unless otherwise specified, all salvaged equipment, parts and materials shall be considered the COUNTY's property and be delivered to the COUNTY, promptly.

PART 3 – EXECUTION

3.1 AVAILABILITY

a) The CONTRACTOR shall provide 24-hour service 7 days per week (including all holidays) and provide a contact person to receive and respond to verbal and written work directions for the duration of the contract. The CONTRACTOR shall establish and maintain a telephone number where a Traffic Signal Technician, Level II or higher, can be contacted on a 24-hour basis during the term of the contract.

b) Service calls after 4:30 PM on weekdays, during weekends, and holidays will be coordinated through the on-call Traffic Signal Technician, Level II or higher, during the aforementioned times without approval by the Contract Manager.

c) Service calls after 4:30 PM on weekdays, during weekends, and holidays received from the general public and not classified as an emergency shall be documented and sent to the Contract Manager on the next business day.

d) In the event the CONTRACTOR may anticipate that he will be unavailable for any period of time at the aforementioned telephone number, he shall so notify the Contract Manager. If the CONTRACTOR will be available at any other telephone number not on file with the COUNTY, the CONTRACTOR shall so notify the Contract Manager. It is intended that the CONTRACTOR shall, to the maximum extent practicable, take all reasonable steps to assure his availability for services.

e) Workers shall present a reasonable appearance and conduct themselves in a courteous manner. Any worker who uses profane or abusive language either verbal or bodily, or who interferes with the work of a county or state inspector or disobeys the instructions of the Contract Manager shall be immediately and permanently discharged from work on this contract.

3.2 ADJUSTMENTS

a) The CONTRACTOR shall not change signal phasing and timing from approved settings except when directed by the Contract Manager or during emergency response to a malfunction. The CONTRACTOR is encouraged, however, to suggest phasing and timing changes, as needed, to correct problems or to increase efficiency.

b) The CONTRACTOR shall make adjustments to loop detector sensitivity, video detection zones, and time clocks, as necessary for proper operation.

c) Any changes made to settings shall be documented. **A copy of the documentation should be left in the controller cabinet and scanned and emailed to the Contract Manager.**

3.3 QUALIFICATIONS

a) The CONTRACTOR shall have a sufficient amount of prior satisfactory experience in the maintenance of all traffic signal components including, but not limited to advanced traffic management systems, closed-loop systems and video detection systems.

b) All persons operating and maintaining signal equipment shall be fully trained and qualified. The CONTRACTOR shall have all work performed under the direct, on-site, supervision of a person certified at the "Traffic Signal, Level II" level or higher, by the International Municipal Signal Association (I.M.S.A.). The CONTRACTOR shall employ a minimum of three (3) persons certified "Traffic Signal, Level II", or higher. The CONTRACTOR shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract. The CONTRACTOR shall employ a minimum of one (1) technician certified for video detection set-up and operation and shall provide a copy of the associated certificate to the Contract Manager prior to execution of the contract.

c) Equipment testing such as conflict monitors and controllers shall be performed by a certified "Traffic Signal, Level III" bench technician.

3.4 OPERATIONS

a) The CONTRACTOR, at their own expense, shall replace the sidewalk slabs, driveway slabs, and any other item, if they are damaged by maintenance activities. If already damaged prior to arrival, the cost of such replacement may be charged to the COUNTY under the time and material rates and upon approval by the Contract Manager. Therefore, the CONTRACTOR shall take before and after photos (2.1(f)) of damaged area and submit with invoice.

b) All public land corners and monuments that are encountered shall be protected by the CONTRACTOR. Corners and monuments, which conflict with the work and are in danger of disturbance, shall be properly referenced by a Florida Registered Surveyor prior to the beginning of any work at the site. The CONTRACTOR shall assume all costs associated with the restoration of corners and monuments.

c) The CONTRACTOR shall perform utility locate for signal and communication cables as requested by the Contract Manager, FDOT, utility companies, and other contractors.

d) In the event of an emergency (i.e., hurricane, flood, etc.), costs associated with performing services shall be charged in accordance with hourly rates and parts/materials schedule.

e) Gulf Power outages, during after hour calls:

- Technician of record shall stay in contact with Gulf Power representative until power is restored.
- Upon notification of power restored, respond within two (2) hours and verify that location is operating properly.
- In case of power failure at coordinated systems the technician shall verify the following:

    - Communications transmitting/receiving
    - Operation of time of day plan
    - Controller Settings; time of day, day of week, daylight savings
    - Re-install timings if lost and save to eeprom

f) Maintenance of overhead equipment, such as aerial mounted equipment, mast arms and span wires:

- Aerial Mounted Equipment: replace signal LED modules, signs (static and illuminated), brackets and reflectors, substandard hardware, defective lenses and reflectors, check gaskets for water infiltration and deterioration, check for head alignment, cracks or rust in hardware, hoods, wing nuts, hinges, wear on signal wire, mechanical hardware and condition of back plates.
- Span Wire: check condition of span and tether wires, clevis pins, clamps and hardware, remove excessive slack.
- Mast Arms: check clamps, hardware connection bolts for rust, and tightness; prime and spot paint as required.
- The basis for this maintenance will be conducted through a work order issued by the Contract Manager. Also, the Contract Manager shall approve the complete replacement of signal heads, mast arms and span wire.

g) Conflict monitors shall be bench tested, not field tested, annually by using a certified conflict monitor test fixture following manufacturer's recommended testing procedures. The Contract Manager shall provide to the CONTRACTOR schedule(s) for the bench testing of all conflict monitors.

3.5 REPORTS

a) The CONTRACTOR shall prepare an electronic maintenance record and an electronic invoice for each trouble call received. Format shall be specified and/or approved by the Contract Manager. Each maintenance record shall contain the following information:

- Location and signal identification number.
- Service requested or trouble reported; name of person that made the request or report; date and time received.
- Person that responded; date and time of arrival at the site; problem found; work completed; date and time work was completed.
- Maintenance record number.
- List of materials, parts, and equipment used.
- List of man-hours by employee and classification.
- Attach as documentation a copy of vendor invoices.
- County-furnished parts and equipment used shall be noted as such.
- Adjustments made to equipment in controller cabinet.
- Serial numbers and dates of manufacture from equipment removed and new/refurbished equipment installed.
- Photos of "before" and "after" at each location.
- Include applicable description and pay item(s) number used to prepare invoice.

b) Each maintenance record shall be completed in full and transmitted to the Contract Manager within three (3) business days of completion of work. Such record may also serve as the CONTRACTOR's invoice for the work performed.

c) Invoices submitted separately from a maintenance record shall be transmitted to the Contract Manager within (30) calendar days of completion of work, except for work completed in the last two weeks of each fiscal year (Sept. 16th thru Sept. 30). Invoices for work completed in this time frame shall be transmitted to the Contract Manager on or

before October 7th. Invoices submitted inconsistent with the time limitations stated herein may not be approved for payment.

d) Conflict monitor bench testing: a print-out of the original test results shall be given to the Contract Manager and a copy will remain with the unit tested.

e) The CONTRACTOR may request addendum for material pricing in the contract. Contract Manager will forward approved addendum requests to the Board of County Commissioners for approval of the contract modification.

f) All documentation shall be submitted electronically.

g) The CONTRACTOR shall adhere to use any software or platform that the COUNTY elect for its asset management, work order, reporting and invoicing.

3.6 RESPONSE MAINTENANCE

3.6.1 TASK PRIORITIES

The CONTRACTOR shall arrive at the work site according to the schedule outlined below. The order of priorities during initial response is:

1) Assure work area is safe and proper M.O.T. established when necessary.

2) Assure work area is safe for both vehicular and pedestrian traffic.

3) Identify the operational issue and make repairs. Repairs which involve the replacement of general incidental maintenance items (e.g., LEDs, loop detectors, load switches, pedestrian detectors, controllers and conflict monitors) shall be completed during the time of initial response. There shall be no charge for any subsequent visits related to the original response, unless approved by the Contract Manager, consistent with performance standards described in Section 3.7 of scope of services.

3.6.2 RESPONSE TIMES

The following shall be considered the standard criteria for response times:

a) Response maintenance calls during weekday hours between 0800 hours – 1630 hours, excluding legal holidays: One (1) hour.

b) Response maintenance calls at all other times: Two (2) hours.

c) Utility locates: Two (2) business days.

If the CONTRACTOR fails to respond within the specified times, the COUNTY may charge for non-performance as set forth in Part 3 of this contract. The COUNTY may exercise the option to enlist the services of another contractor to complete necessary repairs. The CONTRACTOR will be charged the cost incurred plus an administrative fee of 10%.

The Contract Manager shall approve all response maintenance calls during weekday hours. It is the CONTRACTOR's responsibility to acquire the Contract Manager's approval before proceeding to work.

Response times for after-hours service calls (1631 hours – 0759 hours) and weekends/holidays shall be reviewed and initiated by the CONTRACTOR's Level II Traffic Signal Technician who shall be responsible for determining the proper response time. The CONTRACTOR shall provide the Contract Manager with weekly report of all after-hour services. The following are typical applications for response times:

Two-Hour Response Time:

- Intersection completely out/in flash
- Cabinet/pole knockdown
- Dual signal indications out
- Left/right turn signal indications out
- Not cycling properly

Next Day Response:

- Single signal indication out on thru phases only
- Activating without demand
- Pedestrian indication out

Response Time Exceptions:

- Heavy rain
- High winds
- Fog
- Tornado warnings
- Tropical storms
- Hurricanes

Work shall commence as soon as conditions improve or warnings are lifted by National Weather Service.

3.7 REPAIR TIME

a) Any work which typically cannot be finalized during the initial response, shall be completed by The CONTRACTOR according to the following schedule:

- Pole knockdown or damage: restore safe operation within 6 hours; order replacement pole within one (1) business day; notify the COUNTY of estimated delivery date; install new pole within five (5) business days upon receipt.
- Pedestrian pedestal knockdown: install new pedestal assembly within five (5) business days.
- Sign knockdown or damage: advise the Contract Manager within one (1) business day; the COUNTY will furnish a new sign; install new sign within five (5) business days upon receipt.
- Controller cabinet collision: replace cabinet with County-furnished stock or rental within eight (8) hours; order replacement equipment within one (1) business day; notify COUNTY of estimated delivery date; install new cabinet within five (5) business days upon receipt.
- Controller, master, or conflict monitor failure: replace unit with spare within four (4) hours; order replacement unit or ship unit to manufacturer for repair within one (1) business day; install replacement unit within five (5) business days upon receipt.

- Video Detection/Loop assembly failure: implement max/min recalls to re-establish lost functionality for video detection, repair/replace necessary failed video components within two (2) business days; for loop detection, temporarily splice if possible and install new loop assembly within five (5) business days. Test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Transmit the original certified data sheet with the maintenance record to the Contract Manager.
- Signal assembly knockdown: install new signal assembly within 24 hours.
- Span wire knockdown or damage: notify law enforcement for traffic control; install new span wire within 24 hours.
- Communication cable failure: If communication cable is found to be damaged, document findings and provide Contract Manager with a written repair estimate within five (5) business days.
- Grounding failure or damage: install new grounding within five (5) business days. Test each new ground assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (RE: Appendix "A"). Transmit the original certified data sheet with the maintenance record to the Contract Manager.
- Conflict monitors shall be bench tested and re-installed within five (5) business days of work order being issued.

b) The Contract Manager may order service and minor design modifications (e.g., signal display adjustments, detector modifications and timing changes). The CONTRACTOR shall complete such service orders within ten (10) business days.

If the CONTRACTOR fails to respond within the times specified, the COUNTY may charge penalties for non-performance as set forth in the Bid Sheet and may procure the work to be performed by another CONTRACTOR and charge back to the CONTRACTOR the cost incurred plus an administrative fee of 10%.

CHARGES FOR NON-PERFORMANCE
(Per Occurrence):

Failure to Transmit Maintenance Record Within Three (3) Business Days	$1,000
Failure to Respond to Trouble Call Within Specified Time	$1,000
Failure to Complete Repair Within Specified Time	$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	$1,000

Appendix "A"

TRAFFIC SIGNAL RESISTANCE MEASUREMENTS DATA SHEET

Intersection: _____

LOOP ASSEMBLY RESISTANCE

	Loop Location/No.	Series Resistance	Insulation Resistance
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

GROUND ROD RESISTANCE

	Rod Location	Resistance
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

_____ _____

SIGNATURE OF CONTRACTOR'S REPRESENTATIVE **DATE**

IMSA Level II - Certified Technician

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the County shall affix his signature hereto, and this shall then constitute a written Agreement between parties. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose Any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submits a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 16-17.083, "SIGNAL RESPONSE MAINTENANCE", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. SCOPE OF SERVICES SUMMARY

The work under this section involves response maintenance of traffic signals throughout Escambia County. Response maintenance is defined as the initial response by the CONTRACTOR to any reported equipment or system malfunction. Response maintenance includes both field procedures used to restore operation and shop procedures followed to repair and test the malfunctioning equipment. Response maintenance includes the following activities:

a) Receive notification

b) Secure the site

c) Diagnose the problem

d) Perform interim and final repairs

e) Log the activities

f) Prepare maintenance reports

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of $1,000.00.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and

award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Bonds

Performance and Payment Bonds

The County shall require the successful offeror(s) to furnish **separate performance and payment bonds**, per Florida Statute 337.18, under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Value of the bonds shall not exceed the awarded contract price.

Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

5. Procurement Questions

Questions may be directed to Emily D. Weddington, CPPB, Purchasing Specialist, at edweddington@myescambia.com. Last day for questions will be October 23, 2017 at 5:00 p.m. CDT.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Pre-Solicitation Conference

A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407 on October 17, 2017 at 9:00 a.m. CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

8. Liquidated Damages/Charges for Non-Performance

(Per Occurrence):

Failure to Transmit Maintenance Record Within Three (3) Business Days	$1,000
Failure to Respond to Trouble Call Within Specified Time	$1,000
Failure to Complete Repair Within Specified Time	$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	$1,000

9. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

10. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

11. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

12. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.

13. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

14. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including

evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

15. Emergency Services

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

16. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the bid form(s) to the best of our knowledge.

17. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

18. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

   Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

19. Ordering

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

20. Award

Award shall be made on an "all-or-none total" basis.

21. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

22. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

23. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Insurance Requirements

24. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for

coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. **Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability and business auto policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Emily D. Weddington, CPPB, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

25. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 26, 2017

To: All Known Prospective Bidders

Addendum Number 1:

Re: Signal Response Maintenance
Specification Number: PD 16-17.083

All:

We recently sent you an Invitation to Bid on the above-mentioned specification.

This Addendum Number 1 provides for responses to questions and a revised bid form.

Questions/Responses

1. 650-1-AB; Traffic Signal Assemblies-Will Escambia County expect pivotal hangers to be in the F & I cost of this item (Span Wire Installation) or will it be listed separately?
   Response: *Cost of pivotal hangers for Span Wire Installation should not be included in the F & I cost.*

2. Who will be responsible for having the annual MMU/Conflict Monitors testing completed?
   Response: *Contract Manager shall coordinate & provide to the Contractor schedule(s) for all conflict monitors testing. Please refer to Scope of Services, Section 3.4 for more information.*

3. Section 3.3 Qualification (c)- Can a Level III Field Technician be substituted for the Level III Bench Technician?
   Response: *The Equipment testing such as conflict monitors and controllers can be performed by a certified Traffic Signal Level III Bench Technician or a Traffic Signal Level III Field Technician.*

4. Should there be an item for Technician Level II for M-F 8:00am – 4:30pm?
   Response: *A pay item for Technician - IMSA Level II (MON-FRI, 8:00 AM-4:30 PM) has been added to the Bid Schedule 2. Please refer to the revised Bid Schedule 2.*

5. Please see attached bid form. It appears that items 116-120 are a repeat of items 111-115. Does this need to be corrected?
   Response: *Duplicate pay items have been deleted from Bid Schedule 2. Please refer to the revised Bid Schedule 2.*

6. Bid Schedule 1 - (FURNISH & INSTALL (F&I), INSTALL, REMOVE, & RELOCATE BID ITEMS):

- If a line item states "Install" (ex. 633-1310 Fiber Optic Cable, Install, Overhead) should the contractor assume labor & equipment only with the materials to be supplied by the county?
  Response: *"Install" pay items should not include materials cost.*

- For "relocation" items such as cable, will the county supply the cable if the relocation requires additional cable to move the appropriate distances or will the county just use a furnish and install "new" cable line item? If the relocation line requires the contractor to supply additional cable for the move, what should be the distance to base the cable footage from?
  Response: *"Relocate" pay items should not include materials cost.*

- Next Series of questions are being asked for a better understanding of the overall current county system and how the county wants to maintain the fluidity of the system.
  Response: *Currently Escambia County has no established TSP, all manufacturer's and models information to follow are gathered from existing field installation components. Bidding contractors can elect to utilize comparable equipment which is currently listed on the FDOT APL and proven to be compatible.*

  I. What are the manufacturer(s) that are currently in the field for the 654-1-AB - IN ROADWAY LIGHT ASSEMBLY line items? What are the makes and models? What is currently being spec'd for future installs?
  Response: *Transportation Safety Corp. TS-1200 controller and TS-500 IEC fixture.*

  II. What are the manufacturer(s) that are currently in the field for the 660 -1ABC - LOOP DETECTORS line items? What are the makes and models? What is currently being spec'd for future installs?
  Response: *Any FDOT APL approved loop detector.*

  III. What are the manufacturer(s) that are currently in the field for the 660-4-AB - VEHICLE DETECTION SYSTEM-VIDEO line items? What are the makes and models? What is currently being spec'd for future installs?
  Response: *Recent construction and upgrades have included Gridsmart Aldis 360° video detection systems, also Iteris Edge systems with WDR cameras are in the network along with legacy Peek Video Trax.*

  IV. What are the manufacturer(s) that are currently in the field for the 670-5ABC Traffic Controller Assembly line items? What are the makes and models? What is currently being spec'd for future installs?
  Response: *Majority of new installations are TCS - TS2 Type 2 cabinets with McCain ATCeX controllers.*

  V. What are the manufacturer(s) that are currently in the field for the 684-1-A - MANAGED FIELD ETHERNET SWITCH line items? What are the makes and models? What is currently being spec'd for future installs?
  Response: *ITS Express 8000 Series.*

VI. What are the manufacturer(s) that are currently in the field for the 685-1-AB - UNINTERRUPTIBLE POWER SUPPLY line items? What are the makes and models? What is currently being spec'd for future installs?
Response: *Meyers PB 2000 Series.*

VII. What are the manufacturer(s) that are currently in the field for the 700-11-ABC - ELECTRONIC DISPLAY SIGN line items? What are the makes and models? What is currently being spec'd for future installs?
Response: *IDC 1520/1820 Models*

VIII. What are the manufacturer(s) that are currently in the field for the 700-12-AB - SIGN BEACON line items? What are the makes and models? What is currently being spec'd for future installs?
Response: *Carmanah R247 Series*

7. Bid Schedule 2 - (LABOR AND MATERIAL BID ITEMS): Please clarify the meaning of "Labor and Material bid Items". It is our understanding from the pre bid meeting that the contractor should factor just labor and equipment only, to install county supplied materials under the "Bid Schedule 2" line items. Is this correct?
Response: *Bid Schedule 2 is for the Contractor's labor, equipment and materials rates. The County reserves the right to furnish all necessary signal parts, materials or equipment required for any task and compensates the Contractor for the labor and necessary equipment to complete the work. For more information, please refer to Scope of Services, Section 1.1, Instruction to Bidders*

8. "The COUNTY does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each item to be bid. The actual reimbursement to the CONTRACTOR will be based on the unit price of the actual amount of work authorized, completed, and approved by the COUNTY." As there are not lump sum items provided for Mobilization and Maintenance of Traffic, will technician hours be charged, as used, per work order or are we to "include" Mob & MOT as incidental to each item? Inclusion as incidental would be problematic as a call to replace one LED signal module for instance would need to include response preparation, drive time, lane closure setup and the labor to change the insert, which is a tiny fraction of the cost. Please advise.
Response: *Please refer to Scope of Services, Section 1.1, Instruction to Bidders: Contractor's proposed unit prices (Bid Schedule 1 and Bid Schedule 2) shall include, but are not limited to, mobilization, maintenance of traffic, equipment, supplies, incidentals to the project sites, and those operations necessary for the movement of personnel, no separate payment will be made.*

9. "The CONTRACTOR shall keep in stock a sufficient number of spare controllers, controller cabinets, conflict monitors, modems, video detection equipment, etc. to provide operation of signals consistent with the performance standards described in Section 3.7."

   - Can the county provide a suggested inventory list with manufacturer name and model number?
     Response: *Six (6) Spare controllers, two (2) Controller Cabinets, Six (6) Conflict Monitors, and two (2) Video Systems. Modems shall be supplied by the County.*

   - How will establishment and replenishment of the inventory be paid for?

Response: *The Contractor shall be responsible to purchase and maintain the required equipment inventory. Please refer to Scope of Services, Part 2 – Products.*

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Emily D. Weddington

Emily D. Weddington, CPPB
Purchasing Specialist

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Emily D. Weddington, CPPB
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4987

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Signal Response Maintenance

Solicitation Number PD 16-17.083

Solicitation

MAILING DATE: October 9, 2017
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 9:00 AM CDT, October 17, 2017.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, November 02, 2017, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number:
59-0879719

Terms of Payment
30 days

Delivery Date will be 30 **days after receipt of purchase order**

Bid Bond Attached:
$

Vendor Name: Ingram Signalization, Inc.
Address: 4522 North Davis Hwy
City, ST. & Zip: Pensacola, FL 32503
Phone: (850) 433-8266
Toll Free: (___) ___
Fax: (850) 434-2816

William D. Wilson, Vice-President
(Name and Title of Person Authorized to Sign Offer)

*
Signature of Person Authorized to Sign Offer
(Original Signature Required)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

Failure to execute this Form binding the bidder's offer shall result in the bid being rejected as non-responsive.

Bid Form

Bid Schedule 1 Total:	$40,000.00
Bid Schedule 2 Total:	$901,425.00
Total Bid (Schedule 1 Plus Schedule 2):	$941,425.00

EXHIBIT B

BID SCHEDULE 1 (FURNISH & INSTALL (F&I), INSTALL, REMOVE, & RELOCATE BID ITEMS):

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
110-4-10	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	200	100	$20,000.00
522-1-00	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	400	210	$84,000.00
522-2-00	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	400	300	$120,000.00
620-2-AB - GROUNDING ELECTROID					
620-2-11	10 FT. 5/8" GROUND ROD, FURNISH & INSTALL	EA	100	100	$10,000.00
620-2-21	20 FT. 5/8" GROUND ROD ASSEMBLY, FURNISH & INSTALL	AS	50	200	$10,000.00
630-2-AB - CONDUIT - 1/2" - 2"					
630-2-12	CONDUIT, SCHEDULE 40, FURNISH & INSTALL, DIRECTIONAL BORE	LF	300	13	$3,900.00
630-2-11	CONDUIT, SCHEDULE 40, FURNISH & INSTALL, OPEN TRENCH	LF	500	6	$3,000.00
630-2-14	CONDUIT, SCHEDULE 40, FURNISH & INSTALL, ABOVEGROUND	LF	100	9	$900.00
630-2-15	CONDUIT, SCHEDULE 80, FURNISH & INSTALL, BRIDGE MOUNT	LF	400	10	$4,000.00
630-2-20	CONDUIT, FURNISH & INSTALL, JACK & BORE UNDER RAILROAD	LF	300	25	$7,500.00
630-2-65	CONDUIT, REMOVE, BRIDGE MOUNT	LF	400	1.5	$600.00
632-7-A - IMSA SIGNAL CABLE					
632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	5	3000	$15,000.00
632-7-2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	1000	6	$6,000.00
632-7-4	SIGNAL CABLE, ADJUST/MODIFY	PI	10	560	$5,600.00
632-7-6	SIGNAL CABLE, REMOVE- INTERSECTION	PI	5	125	$625.00
632-7-7	SIGNAL CABLE, REMOVE- OUTSIDE OF INTERSECTION	LF	5	1	$5.00
633-1ABC - COMMUNICATION - FIBER OPTIC CABLE					
633-1111	FIBER OPTIC CABLE, F&I, OVERHEAD,2-12 FIBERS	LF	1000	1.58	$1,580.00
633-1112	FIBER OPTIC CABLE, F&I, OVERHEAD,13-48 FIBERS	LF	1000	2.1	$2,100.00
633-1113	FIBER OPTIC CABLE, F&I, OVERHEAD,49-96 FIBERS	LF	1000	3.22	$3,220.00
633-1114	FIBER OPTIC CABLE, F&I, OVERHEAD,97-144 FIBERS	LF	1000	4.3	$4,300.00
633-1121	FIBER OPTIC CABLE, F&I, UNDERGROUND,2-12 FIBERS	LF	1000	1.55	$1,550.00
633-1122	FIBER OPTIC CABLE, F&I, UNDERGROUND,13-48 FIBERS	LF	1000	2	$2,000.00
633-1123	FIBER OPTIC CABLE, F&I, UNDERGROUND,49-96 FIBERS	LF	1000	3.1	$3,100.00
633-1124	FIBER OPTIC CABLE, F&I, UNDERGROUND, 97 - 144 FIBERS	LF	1000	4	$4,000.00
633-1310	FIBER OPTIC CABLE, INSTALL, OVERHEAD	LF	1000	2	$2,000.00
633-1320	FIBER OPTIC CABLE, INSTALL, UNDERGROUND	LF	1000	2	$2,000.00
633-1410	FIBER OPTIC CABLE, RELOCATE, OVERHEAD	LF	1000	3	$3,000.00
633-1420	FIBER OPTIC CABLE, RELOCATE, UNDERGROUND	LF	1000	8.5	$8,500.00
633-1610	FIBER OPTIC CABLE, REMOVE, OVERHEAD	LF	1000	1	$1,000.00
633-1620	FIBER OPTIC CABLE, REMOVE, UNDERGROUND	LF	1000	1	$1,000.00
633-2-AB - FIBER OPTIC CONNECTIONS					
633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	500	50	$25,000.00
633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA	500	50	$25,000.00
633-3-AB - FIBER OPTIC CONNECTION HARDWARE					
633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	EA	5	750	$3,750.00
633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA	5	300	$1,500.00
633-3-13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED CONNECTOR ASSEMBLY	EA	5	235	$1,175.00
633-3-14	FIBER OPTIC CONNECTION HARDWARE, F&I, BUFFER TUBE FAN OUT KIT	EA	5	220	$1,100.00
633-3-15	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED PATCH PANEL	EA	5	300	$1,500.00
633-3-16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	EA	5	550	$2,750.00
633-3-41	FIBER OPTIC CONNECTION HARDWARE, RELOCATE SPLICE ENCLOSURE	EA	5	200	$1,000.00
633-4-A - COMMUNICATION CABLE - COPPER TWISTED-PAIR CABLE					
633-4-1	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, FURNISH & INSTALL	LF	500	2.25	$1,125.00
633-4-4	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, RELOCATE	LF	500	1.3	$650.00
633-4-6	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, REMOVE	LF	500	1	$500.00
634-4ABC - SPAN WIRE ASSEMBLY					
634-4142	SPAN WIRE ASSEMBLY, F&I, SINGLE POINT, DIAGONAL	PI	4	400	$1,600.00
634-4143	SPAN WIRE ASSEMBLY, F&I, SINGLE POINT, BOX OR DROP BOX	PI	4	400	$1,600.00
634-4152	SPAN WIRE ASSEMBLY, F&I, TWO POINT, DIAGONAL	PI	4	1200	$4,800.00
634-4153	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX	PI	2	3500	$7,000.00
634-4342	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, DIAGONAL	PI	2	200	$400.00
634-4352	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, DIAGONAL	PI	2	800	$1,600.00
634-4400	SPAN WIRE ASSEMBLY, ADJUST	PI	2	500	$1,000.00

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
634-4600	SPAN WIRE ASSEMBLY, REMOVE- POLES REMAIN	PI	2	100	$200.00
634-4700	SPAN WIRE ASSEMBLY, RE-TENSION CABLE - MAINTENANCE ONLY	PI	2	500	$1,000.00
634-5-A - FIBERGLASS INSULATOR					
634-5-1	FIBERGLASS INSULATOR, FURNISH & INSTALL	LF	10	100	$1,000.00
634-6-A - MESSENGER WIRE					
634-6-1	MESSENGER WIRE, FURNISH & INSTALL- REPLACE EXISTING	LF	10	2	$20.00
635-2-AB - PULL BOX OR JUNCTION BOX					
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	10	800	$8,000.00
635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	10	1500	$15,000.00
635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA	10	2500	$25,000.00
635-2-30	PULL & SPLICE BOX, INSTALL	EA	5	600	$3,000.00
635-2-30	PULL & SPLICE BOX, REMOVE	EA	5	100	$500.00
635-2-40	PULL & SPLICE BOX, RELOCATE	EA	5	500	$2,500.00
635-2-50	PULL & SPLICE BOX, REPAIR	EA	5	250	$1,250.00
635-3-11	JUNCTION BOX, FURNISH & INSTALL, AERIAL	EA	10	80	$800.00
635-3-12	JUNCTION BOX, FURNISH & INSTALL, MOUNTED	EA	10	50	$500.00
635-3-40	JUNCTION BOX, RELOCATE	EA	5	50	$250.00
639-1ABC - ELECTRICAL POWER SERVICE					
639-1112	ELECTRICAL POWER SERVICE, OVERHEAD, METER FURNISHED BY POWER COMPANY - FURNISH & INSTALL	AS	1	1100	$1,100.00
639-1113	ELECTRICAL POWER SERVICE, OVERHEAD METER NOT REQUIRED- FURNISHED & INSTALL	AS	1	1100	$1,100.00
639-1121	ELECTRICAL POWER SERVICE, UNDERGROUND, METER FURNISHED BY POWER COMPANY- FURNISH & INSTALL	AS	1	1100	$1,100.00
639-1122	ELECTRICAL POWER SERVICE, UNDERGROUND, METER FURNISHED BY CONTRACTOR- FURNISH & INSTALL	AS	1	1100	$1,100.00
639-1123	ELECTRICAL POWER SERVICE, UNDERGROUND, METER NOT REQUIRED - FURNISHED & INSTALL	AS	1	1100	$1,100.00
639-1410	ELECTRICAL POWER SERVICE, RELOCATE OVERHEAD	AS	1	200	$200.00
639-1420	ELECTRICAL POWER SERVICE, RELOCATE, UNDERGROUND	AS	1	1200	$1,200.00
639-1610	ELECTRICAL POWER SERVICE, REMOVE OVERHEAD	AS	1	150	$150.00
639-1620	ELECTRICAL POWER SERVICE, REMOVE UNDERGROUND	AS	1	150	$150.00
639-2-A - ELECTRICAL SERVICE WIRE					
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	500	2	$1,000.00
639-2-4	ELECTRICAL SERVICE WIRE, RELOCATE	LF	500	1.25	$625.00
639-2-6	ELECTRICAL SERVICE WIRE, REMOVE	LF	500	1	$500.00
639-3-AB - ELECTRICAL SERVICE DISCONNECT					
639-3-12	ELECTRICAL SERVICE DISCONNECT, F&I, CABINET	EA	5	100	$500.00
639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	5	155	$775.00
639-3-60	ELECTRICAL SERVICE DISCONNECT, REMOVE- POLE OR CABINET TO REMAIN	EA	5	30	$150.00
641-2-AB - PRE-STRESSED CONCRETE POLE					
641-2-11	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II PEDESTAL	EA	4	2000	$8,000.00
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	4	1000	$4,000.00
641-2-14	PRESTRESSED CONCRETE POLE, F&I, TYPE P-IV:				$0.00
	20' - 26'	EA	1	1011	$1,011.00
	28' - 34'	EA	1	1131	$1,131.00
	36' - 42'	EA	1	1500	$1,500.00
	42' - 50'	EA	1	1600	$1,600.00
641-2-15	PRESTRESSED CONCRETE POLE, F&I, TYPE P-V:				$0.00
	20' - 26'	EA	1	1526	$1,526.00
	28' - 34'	EA	1	1835	$1,835.00
	36' - 42'	EA	1	4000	$4,000.00
	42' - 50'	EA	1	5195	$5,195.00
641-2-16	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VI:				$0.00
	20' - 26'	EA	1	1670	$1,670.00
	28' - 34'	EA	1	2020	$2,020.00
	36' - 42'	EA	1	4200	$4,200.00
	42' - 50'	EA	1	5965	$5,965.00
641-2-17	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VII:				$0.00
	20' - 26'	EA	1	1970	$1,970.00
	28' - 34'	EA	1	2500	$2,500.00
	36' - 42'	EA	1	5000	$5,000.00

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
	42' - 50'	EA	1	6640	$6,640.00
641-2-18	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VIII:				$0.00
	20' - 26'	EA	1	2000	$2,000.00
	28' - 34'	EA	1	2665	$2,665.00
	36' - 42'	EA	1	5200	$5,200.00
	42' - 50'	EA	1	6900	$6,900.00
641-2-30	PRESTRESSED CONCRETE POLE, INSTALL	EA			$0.00
641-2-60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL, PEDESTAL/SERVICE POLE	EA	1	155	$155.00
641-2-70	PRESTRESSED CONCRETE POLE, SHALLOW POLE REMOVAL- POLE 30' AND GREATER	EA	1	1200	$1,200.00
641-2-80	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- POLE 30' AND GREATER	EA	1	2000	$2,000.00
643-6AB - WOOD POLE					
643-600	STRAIN POLE, WOOD, REMOVE	EA	1	400	$400.00
643-601	STRAIN POLE, WOOD, F&I _ 35'-CLASS 5	EA	1	1000	$1,000.00
643-602	STRAIN POLE, WOOD, F&I _ 16'X6" (TOP)-.60 CCA SYP POLE (TREATED)	EA	1	700	$700.00
646-1-AB - PEDESTAL AND PEDESTRIAN POST					
646-1-11	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTAL	EA	5	2000	$10,000.00
646-1-12	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTRIAN DETECTOR POST	EA	5	300	$1,500.00
646-1-30	ALUMINUM SIGNALS POLE, INSTALL	EA	5	1700	$8,500.00
646-1-40	ALUMINUM SIGNALS POLE, RELOCATE	EA	5	200	$1,000.00
646-1-60	ALUMINUM SIGNALS POLE, REMOVE	EA	5	150	$750.00
650-1-AB - TRAFFIC SIGNAL ASSEMBLY					
650-1-11	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 1 SECTION, 1 WAY	AS	5	660	$3,300.00
650-1-12	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 1 SECTION, 2-4 WAY	AS	5	1000	$5,000.00
650-1-14	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 3 SECTION, 1 WAY	AS	5	7000	$35,000.00
650-1-16	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 4 SECTION, 1 WAY	AS	5	800	$4,000.00
650-1-18	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 5 SECTION STRAIGHT, 1 WAY	AS	5	1000	$5,000.00
650-1-19	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 5 SECTION CLUSTER, 1 WAY	AS	5	1200	$6,000.00
650-1-24	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 12" 3 SECTION, 1 WAY	AS	5	700	$3,500.00
650-1-25	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE WITH ALUMINUM TOP SECTION, 12" 3 SECTION, 2-4 WAYS	AS	5	1000	$5,000.00
650-1-26	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 12" 4 SECTION, 1 WAY	AS	5	1000	$5,000.00
650-1-29	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W ALUMIN, 12" 5 SECTION CLUSTER, 1 WAY	AS	5	1200	$6,000.00
650-1-34	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 12 " 3 SECTION, 1 WAY	AS	1	865	$865.00
650-1-36	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 12" 4 SECTION, 1 WAY	AS	1	1100	$1,100.00
650-1-38	TRAFFIC SIGNAL, FURNISH & INSTALL, POLYCARBONATE, 12" 5 SECTION STRAIGHT, 1 WAY	AS	1	1200	$1,200.00
650-1-39	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 12" 5 SECTION CLUSTER, 1 WAY	AS	1	1200	$1,200.00
650-1-50	TRAFFIC SIGNAL, INSTALL	AS	1	250	$250.00
650-1-60	TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN	AS	5	50	$250.00
650-2ABC - VEHICULAR SIGNAL AUXILIARIES (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
650-2102	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, BACKPLATE- BLACK WITH RETRO-REFLECTIVE BORDER	EA	100	190	$19,000.00
650-2105	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, TUNNEL VISOR	EA	100	50	$5,000.00
650-2106	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, 12" LED STANDARD MODULE	EA	50	300	$15,000.00
650-2108	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, ADD SECTION TO EXISTING SIGNAL ASSEMBLY	EA	100	100	$10,000.00
653-1-AB - PEDESTRIAN SIGNAL					
653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	10	1000	$10,000.00
653-1-12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS	5	1500	$7,500.00
653-1-40	PEDESTRIAN SIGNAL, RELOCATE	AS	5	400	$2,000.00
653-1-60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN	AS	10	85	$850.00

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
654-1-AB - IN ROADWAY LIGHT ASSEMBLY -(WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
654-1-10	IN ROADWAY LIGHT ASSEMBLY, FURNISH & INSTALL- AC POWERED, COMPLETE ASSEMBLY	AS	1	31000	$31,000.00
654-1-20	IN ROADWAY LIGHT ASSEMBLY, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY	AS	1	31000	$31,000.00
654-1-21	IN-ROADWAY LIGHT FIXTURE, FURNISH & INSTALL- SOLAR POWERED	EA	1	1850	$1,850.00
654-1-22	IN-ROADWAY LIGHT CABINET, FURNISH & INSTALL- SOLAR POWERED	EA	1	3500	$3,500.00
654-2-AB - RECTANGULAR RAPID FLASHING BEACON ASSEMBLY (RRFB)					
654-2-11	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, COMPLETE ASSEMBLY- SINGLE DIRECTION	AS	1	7200	$7,200.00
654-2-12	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, COMPLETE ASSEMBLY- BACK TO BACK	AS	1	8925	$8,925.00
654-2-14	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, SIGNS AND RRFB UNIT	EA	1	9200	$9,200.00
654-2-21	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY- SINGLE DIRECTION	AS	1	7200	$7,200.00
654-2-22	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY- BACK TO BACK	AS	1	8925	$8,925.00
654-2-30	RECTANGULAR RAPID FLASHING BEACON, INSTALL	AS	1	2500	$2,500.00
654-2-40	RECTANGULAR RAPID FLASHING BEACON, RELOCATE	AS	1	2500	$2,500.00
654-2-50	RECTANGULAR RAPID FLASHING BEACON, ADJUST/MODIFY	AS	1	500	$500.00
654-2-60	RECTANGULAR RAPID FLASHING BEACON, REMOVE	AS	1	200	$200.00
654-2-73	RECTANGULAR RAPID FLASHING BEACON, REPLACE BATTERY-55 AMP.	EA	1	500	$500.00
660 -1ABC - LOOP DETECTORS - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
660-1101	LOOP DETECTOR, INDUCTIVE, 4 CHANNEL, SOLID STATE, SHELF MOUNT- FURNISH & INSTALL	EA	10	300	$3,000.00
660-1102	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, RELAY OUTPUT, SHELF MOUNT- FURNISH & INSTALL	EA	10	300	$3,000.00
660-1103	LOOP DETECTOR, INDUCTIVE, 2 CHANNEL, SOLID STATE, SHELF MOUNT- FURNISH & INSTALL	EA	10	300	$3,000.00
660-1104	LOOP DETECTOR, INDUCTIVE, 2 CHANNEL, SOLID STATE, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	300	$3,000.00
660-1106	LOOP DETECTOR, 2 CHANNEL, SOLID STATE, RACK MOUNT - FURNISH & INSTALL	EA	10	300	$3,000.00
660-1107	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, SOLID STATE, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	325	$3,250.00
660-1109	LOOP DETECTOR, 2 CHANNEL, SOLID STATE, RACK MOUNT, TIME DELAY - FURNISH & INSTALL	EA	10	350	$3,500.00
660-1110	LOOP DETECTOR, 4 CHANNEL, SOLID STATE, RACK MOUNT - FURNISH & INSTALL	EA	10	300	$3,000.00
660-1111	LOOP DETECTOR, INDUCTIVE, 4 CHANNEL, SOLID STATE, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	350	$3,500.00
660-1112	LOOP DETECTOR, 4 CHANNEL, SOLID STATE, RACK MOUNT, TIME DELAY - FURNISH & INSTALL	EA	10	400	$4,000.00
660-1300	LOOP DETECTOR INDUCTIVE, INSTALL	EA	10	155	$1,550.00
660-1400	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, RELAY OUTPUT, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	300	$3,000.00
660-1600	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, SOLID STATE, SHELF MOUNT- FURNISH & INSTALL	EA	10	325	$3,250.00
660-2ABC - LOOP ASSEMBLY - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
660-2101	LOOP ASSEMBLY - TYPE A (6'X50')- FURNISH & INSTALL	AS	1	2000	$2,000.00
660-2102	LOOP ASSEMBLY- TYPE B (6'X6')- FURNISH & INSTALL	AS	1	1800	$1,800.00
660-2106	LOOP ASSEMBLY - TYPE F (6'X50')- FURNISH & INSTALL	AS	1	2500	$2,500.00
660-4-AB - VEHICLE DETECTION SYSTEM-VIDEO					
660-4-11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	EA	1	15500	$15,500.00
660-4-12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	EA	1	6000	$6,000.00
660-4-30	VEHICLE DETECTION SYSTEM- VIDEO, INSTALL	EA	1	7000	$7,000.00
660-4-41	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE CABINET EQUIPMENT	EA	1	1125	$1,125.00
660-4-42	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE ABOVE GROUND EQUIPMENT	EA	1	840	$840.00
660-4-51	VEHICLE DETECTION SYSTEM- VIDEO, ADJUST/MODIFY CABINET EQUIPMENT	EA	1	1200	$1,200.00

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
660-4-52	VEHICLE DETECTION SYSTEM- VIDEO, ADJUST/MODIFY ABOVE GROUND EQUIPMENT	EA	1	1500	$1,500.00
660-4-60	VEHICLE DETECTION SYSTEM- VIDEO, REMOVE	EA	1	150	$150.00
660-4-80	VEHICLE DETECTION SYSTEM- VIDEO, PREVENTIVE MAINTENANCE	EA	1	300	$300.00
665-1-AB - PEDESTRIAN DETECTOR					
665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	10	155	$1,550.00
665-1-12	PEDESTRIAN DETECTOR, FURNISH & INSTALL, ACCESSIBLE	EA	10	1645	$16,450.00
665-1-30	PEDESTRIAN DETECTOR, INSTALL	EA	5	100	$500.00
665-1-40	PEDESTRIAN DETECTOR, RELOCATE	EA	5	125	$625.00
665-1-50	PEDESTRIAN DETECTOR, ADJUST/MODIFY ON EXISTING POLE	EA	5	155	$775.00
665-1-60	PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMAIN	EA	5	42	$210.00
670-5ABC - TRAFFIC SIGNAL CONTROLLER ASSEMBLY					
670-5110	TRAFFIC CONTROLLER ASSEMBLY, NEMA - FURNISH & INSTALL	AS	1	22000	$22,000.00
670-5111	TRAFFIC CONTROLLER ASSEMBLY, NEMA, 1 PREEMPTION - FURNISH & INSTALL	AS	1	23000	$23,000.00
670-5112	TRAFFIC CONTROLLER ASSEMBLY, NEMA, 2 PREEMPTION - FURNISH & INSTALL	AS	1	25000	$25,000.00
670-5150	TRAFFIC CONTROLLER ASSEMBLY, ATC, NO PREEMPTION - FURNISH & INSTALL	AS	1	25000	$25,000.00
670-5151	TRAFFIC CONTROLLER ASSEMBLY, ATC, 1 PREEMPTION - FURNISH & INSTALL	AS	1	25500	$25,500.00
670-5152	TRAFFIC CONTROLLER ASSEMBLY, ATC, 2 PREEMPTION - FURNISH & INSTALL	AS	1	26000	$26,000.00
670-5300	TRAFFIC CONTROLLER ASSEMBLY, INSTALL	AS	1	1500	$1,500.00
670-5400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS	1	600	$600.00
670-5500	TRAFFIC CONTROLLER ASSEMBLY, RELOCATE CONTROLLER WITH CABINET	AS	1	2500	$2,500.00
670-5600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1	450	$450.00
671-2-AB - TRAFFIC SIGNAL CONTROLLER					
671-2-11	TRAFFIC CONTROLLER WITHOUT CABINET, NEMA, FURNISH & INSTALL IN EXISTING CABINET	EA	1	5500	$5,500.00
671-2-13	TRAFFIC CONTROLLER WITHOUT CABINET, ATC, FURNISH & INSTALL IN EXISTING CABINET	EA	1	5500	$5,500.00
671-2-30	TRAFFIC CONTROLLER, INSTALL	EA	1	1500	$1,500.00
671-2-40	TRAFFIC CONTROLLER, MODIFY	EA	1	500	$500.00
671-2-50	TRAFFIC CONTROLLER, RELOCATE- WITHOUT CABINET	EA	1	1200	$1,200.00
671-2-60	TRAFFIC CONTROLLER, REMOVE- CABINET TO REMAIN	EA	1	150	$150.00
684-1-A - MANAGED FIELD ETHERNET SWITCH (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
684-1-1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA	5	3100	$15,500.00
684-1-3	MANAGED FIELD ETHERNET SWITCH, INSTALL	EA	5	300	$1,500.00
684-1-4	MANAGED FIELD ETHERNET SWITCH, RELOCATE	EA	5	400	$2,000.00
684-1-5	MANAGED FIELD ETHERNET SWITCH, ADJUST / MODIFY	EA	5	500	$2,500.00
684-1-6	MANAGED FIELD ETHERNET SWITCH, REMOVE- CABINET TO REMAIN	EA	5	100	$500.00
684-6-AB - WIRELESS COMMUNICATION DEVICE					
684-6-11	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL, ETHERNET ACCESS POINT	EA	1	5000	$5,000.00
684-6-12	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL, ETHERNET SUBSCRIBER UNIT	EA	1	4000	$4,000.00
684-6-13	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL SERIAL DATA UNIT	EA	1	1500	$1,500.00
684-6-30	WIRELESS COMMUNICATION DEVICE, INSTALL	EA	1	1200	$1,200.00
684-6-40	WIRELESS COMMUNICATION DEVICE, RELOCATE	EA	1	1300	$1,300.00
684-6-60	WIRELESS COMMUNICATION DEVICE, REMOVE	EA	1	100	$100.00
685-1-AB - UNINTERRUPTIBLE POWER SUPPLY					
685-1-13	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	EA	1	7500	$7,500.00
685-1-14	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, ONLINE/DOUBLE CONVERSION WITH CABINET	EA	1	9000	$9,000.00
685-1-60	UNINTERRUPTIBLE POWER SUPPLY, REMOVE- POLE/CABINET REMAINS	EA	1	500	$500.00
700-11-ABC - ELECTRONIC DISPLAY SIGN - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
700-11-161	ELECTONIC DISPLAY SIGN, GRD/MT. AC POWERED, W/S.F.B. & BEACONS, FURNISH & INSTALL	AS	4	9500	$38,000.00

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
700-11-261	ELECTONIC DISPLAY SIGN, GRD/MT. SOLAR POWERED, W/S.F.B.& BEACONS, FURNISH & INSTALL	AS	4	10500	$42,000.00
700-12-AB - SIGN BEACON - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
700-12-11	SIGN BEACON, AC POWER, 1 BEACON) - FURNISH & INSTALL	AS	2	3500	$7,000.00
700-12-12	SIGN BEACON, AC POWER, 2 BEACONS) - FURNISH & INSTALL	AS	2	4000	$8,000.00
700-12-21	SIGN BEACON, SOLAR POWER, 1 BEACON - FURNISH & INSTALL	AS	2	6000	$12,000.00
700-12-22	SIGN BEACON, SOLAR POWER, 2 BEACONS, FURNISH & INSTALL	AS	2	6500	$13,000.00
	BID SCHEDULE 1 TOTAL: _____				$40,000.00

NOTE: SEE SCOPE OF SERVICES FOR INSTRUCTIONS TO BIDDERS AND PAY ITEMS NOTES

	BID SCHEDULE 2 (LABOR AND MATERIAL BID ITEMS):				
1	TECHNICIAN - IMSA LEVEL II (MON-FRI, 8:00 AM-4:30 PM)	HR	1255	65	$81,575.00
2	TECHNICIAN - IMSA LEVEL III (MON-FRI, 8:00 AM-4:30 PM)	HR	80	75	$6,000.00
3	TECHNICIAN - IMSA LEVEL II (MON-FRI, 4:31 PM-7:49AM, SAT, SUN AND HOLIDAYS)	HR	730	90	$65,700.00
4	TECHNICIAN - IMSA LEVEL III (MON-FRI, 4:31 PM-7:49AM, SAT, SUN AND HOLIDAYS)	HR	40	100	$4,000.00
5	TECHNICIAN ASSISTANT (MON-FRI, 8:00 AM-4:30 PM)	HR	1255	43	$53,965.00
6	TECHNICIAN ASSISTANT (MON-FRI, 4:31 PM-7:49AM, SAT, SUN AND HOLIDAYS)	HR	40	63	$2,520.00
7	AERIAL BUCKET TRUCK (STANDARD)	HR	1200	25	$30,000.00
8	AERIAL BUCKET TRUCK (LARGE)	HR	55	35	$1,925.00
9	SERVICE TRUCK	HR	730	25	$18,250.00
10	MAINTENANCE OF TRAFFIC (MESSAGE BOARD RENTAL)	DAY	10	15	$150.00
11	UTILITY COORDINATION (SUNSHINE SPOTS)	PI	10	200	$2,000.00
12	TIMING IMPLEMENTATION	PI	5	500	$2,500.00
13	TIMING ADJUSTMENT, SYSTEMS (COORDINATED)	PI	5	500	$2,500.00
14	TIMING ADJUSTMENT, INTERSECTIONS (NON-COORDINATED)	PI	5	500	$2,500.00
15	BENCH TESTING (CONFLICT MONITOR)	EA	200	200	$40,000.00
16	TEMPORARY CONTROLLER/MONITOR RENTAL/DAY	DAY	25	25	$625.00
17	TEMPORARY TRAFFIC SIGNAL OPERATION, GENERATOR RENTAL/HR	HR	5	21	$105.00
18	TEMPORARY TRAFFIC SIGNAL CABINET, DURING KNOCK-DOWN RENTAL/DAY	DAY	5	11	$55.00
	GROUNDING ELECTRODE				
19	10 FT. 5/8" GROUND ROD	EA	100	25	$2,500.00
20	20 FT. 5/8" GROUND ROD	EA	50	57	$2,850.00
	MISCELLANEOUS CONDUIT:				
21	½" 10 FT. SECTION	EA	100	4	$400.00
22	1" 10 FT. SECTION	EA	100	5	$500.00
23	CONDUIT, 2" 10 FT. (ABOVE GROUND)	EA	200	16	$3,200.00
24	CONDUIT, 2" 10 FT. (UNDERGROUND)	EA	500	10	$5,000.00
25	CONDUIT, 2" 10 FT. (UNDER PAVEMENT/JACKED)	EA	500	30	$15,000.00
26	CONDUIT, 1" CLAMP	EA	100	0.55	$55.00
27	CONDUIT, 2" CLAMP	EA	100	1	$100.00
28	COUPLING, 1/2"	EA	50	0.15	$7.50
29	COUPLING, 1"/EA	EA	50	0.27	$13.50
30	COUPLING, 2"/EA	EA	200	1	$200.00
31	90-DEGREE ELBOW, ½"	EA	100	1	$100.00
32	90-DEGREE ELBOW, 1"	EA	100	1	$100.00
33	90-DEGREE ELBOW, 2"	EA	100	1.5	$150.00
	MISCELLANEOUS SIGNAL CABLE:				
34	20- CONDUCTOR	LF	250	3	$750.00
35	16-CONDUCTOR	LF	250	2.5	$625.00
36	12-CONDUCTOR	LF	250	2	$500.00
37	9-CONDUCTOR	LF	250	1.5	$375.00
38	7-CONDUCTOR	LF	1000	1.25	$1,250.00
39	2-CONDUCTOR/BELDEN "HOME RUN"	LF	1000	0.55	$550.00
	MISCELLANEOUS COMMUNICATION:				
40	INTERCONNECT CABLE/FSK WIRE (OVERHEAD) - 6-22-AL-F8	LF	1000	2	$2,000.00
41	INTERCONNECT CABLE/ FSK WIRE (UNDERGROUND)- 6-22-AL-F8	LF	1000	2	$2,000.00
42	BURIED CABLE WARNING MARKER (PER DETAIL)	EA	100	175	$17,500.00

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
43	ITS EXPRESS ITS 8020 FIBER SWITCH	EA	50	1000	$50,000.00
44	ITS EXPRESS ITS 80 SERIES POWER SUPPLY	EA	50	150	$7,500.00
	MISCELLANEOUS SPAN WIRE ASSEMBLY:				
45	ADJUSTABLE HANGER	EA	25	55	$1,375.00
46	DISCONNECT HANGER	EA	25	200	$5,000.00
47	EXTENSION HANGER	EA	25	40	$1,000.00
48	SPAN WIRE HANGER (2079-S) WITH SS BUSHING (SINGLE CABLE SUPPORT)	EA	25	45	$1,125.00
49	SPAN WIRE CLAMP	EA	25	45	$1,125.00
50	SIGN BRACKET/SPAN WIRE TYPE (1-WAY)	EA	5	200	$1,000.00
51	SIGN BRACKET/SPAN WIRE TYPE (2-WAY)	EA	5	250	$1,250.00
52	EYE BOLT	EA	25	12	$300.00
53	ALL THREAD/5/8"	LF	25	2	$50.00
54	GUY ANCHOR, 6"	EA	5	150	$750.00
55	GUY WIRE/¼"	LF	100	1	$100.00
56	GUY WIRE/3/8"	LF	500	1.15	$575.00
57	SPAN WIRE SPLICE/¼"	EA	25	40	$1,000.00
58	SPAN WIRE SPLICE/3/8"	EA	25	60	$1,500.00
58	GUY WIRE VISE/¼"	EA	25	13	$325.00
60	GUY WIRE VISE/3/8"	EA	25	40	$1,000.00
	MISCELLANEOUS PULL BOX OR JUNCTION BOX				
61	AERIAL JUNCTION BOX	EA	5	233	$1,165.00
62	MOUNTED JUNCTION BOX	EA	20	75	$1,500.00
	MISCELLANEOUS VEHICULAR SIGNAL AUXILIARIES				
63	12" RED LED MODULE	EA	25	60	$1,500.00
64	12" YELLOW LED MODULE	EA	25	60	$1,500.00
65	12" GREEN LED MODULE	EA	100	60	$6,000.00
66	12" RED ARROW LED MODULE	EA	15	60	$900.00
67	12" YELLOW ARROW LED MODULE	EA	15	60	$900.00
68	12" GREEN ARROW LED MODULE	EA	15	60	$900.00
69	12" YELLOW LED (12 VOLT)	EA	15	150	$2,250.00
70	3M OPTICAL SIGNAL LAMP	EA	15	125	$1,875.00
71	12" GEOMETRICALLY PROGRAMMED LOUVER	EA	10	265	$2,650.00
72	ASTRO BRACKET 110" SS CABLE	EA	10	255	$2,550.00
	MISCELLANEOUS PEDESTRIAN SIGNAL:				
73	PEDESTRIAN SIGNAL (LED COUNTDOWN MODULE)	EA	25	225	$5,625.00
74	PEDESTRIAN SIGNAL HOUSING (PED CAN)	EA	10	155	$1,550.00
75	4" SPUN ALUMINUM PEDESTAL (PEDESTRIAN SIGNAL, FLASHING BEACON)/EA	EA	25	500	$12,500.00
76	SLIP-FITTER 4½" /EA	EA	25	75	$1,875.00
77	2 WAY SIGNAL BRACKET KIT	EA	10	150	$1,500.00
	MISCELLANEOUS INDUCTIVE LOOP:				
78	SURGE ARRESTOR (INDUCTANCE LOOP AMPLIFIER)	EA	10	15	$150.00
79	HOME RUN CABLE (REPLACEMENT)	LF	500	2	$1,000.00
	MISCELLANEOUS VEHICLE DETECTION SYSTEM-VIDEO:				
80	ALDIS, 360 DEGREE 10" DIAMETER X 9" FISHEYE CAMERA	EA	1	10500	$10,500.00
81	ALDIS, GRIDSMART CONTROL UNIT FOR TS1 AND TS2 TRAFFIC CONTROL CABINETS	EA	1	10500	$10,500.00
82	12 FT. CAMERA EXTENSION ASSEMBLY	EA	5	300	$1,500.00
83	ITERIS RZ-4 ADVANCED WIDE DYNAMIC RANGE CAMERA	EA	2	5200	$10,400.00
84	ITERIS VANTAGE EDGE 2 VIDEO PROCESSOR CARD (SINGLE)	EA	2	5500	$11,000.00
85	ITERIS VANTAGE EDGE 2 VIDEO PROCESSOR CARD (DUAL)	EA	2	6800	$13,600.00
86	ITERIS VANTAGE EDGECONNECT VIDEO INTERFACE CARD	EA	2	3500	$7,000.00
87	16"-19" LCD MONITOR FOR VIDEO DETECTION SYSTEM	EA	5	1500	$7,500.00
88	VIDEO SURGE ARRESTOR CAT5	EA	5	400	$2,000.00
89	VIDEO SURGE ARRESTOR BNC	EA	5	100	$500.00
90	VIDEO CABLE CAT 5	LF	500	1	$500.00
91	VIDEO CABLE COMPOSITE	LF	500	1	$500.00
	MISCELLANEOUS PEDESTRIAN DETECTION SYSTEM:				
92	DETECTOR SIGN (PEDESTRIAN)	EA	50	45	$2,250.00
93	PUSH BUTTON (PEDESTRIAN DETECTOR STANDARD)	EA	50	85	$4,250.00
94	PUSH BUTTON (PEDESTRIAN DETECTOR ACCESSIBLE "AUDIBLE")	EA	10	1800	$18,000.00
95	PB-5100 8' ALUMINUM POLE	EA	10	500	$5,000.00
	MISCELLANEOUS TRAFFIC SIGNAL CONTROLLER:				

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
96	CONFLICT MONITOR/FUSE/½ AMP (SLO BLO)	EA	5	1	$5.00
97	CONFLICT MONITOR/FUSE/2 AMP	EA	5	1	$5.00
98	CONTROLLER FUSE/3/4/ AMP/24 VDC	EA	1	1	$1.00
99	CONTROLLER FUSE/1 ¼ AMP (SLO BLO)	EA	1	1	$1.00
100	PEEK/3000E/NEMA/TS-1/8 PHASE	EA	1	5000	$5,000.00
	CONTROLLER TYPE (INTERCONNECT FSK WIRE, CLOSED LOOP):				
101	PEEK ATC-1000 CONTROLLER	EA	5	5500	$27,500.00
102	MCCAIN ATC EX CONTROLLER, TS2 TYPE 1	EA	5	5500	$27,500.00
103	MCCAIN ATC EX NEMA CONTROLLER, TS2 TYPE 2	EA	5	5500	$27,500.00
	MISCELLANEOUS MANAGED FIELD ETHERNET SWITCH:				
104	ITS EXPRESS ITS 8040 12 PORT/LAYER2 HARDENED ETHERNET SWITCH	EA	5	1600	$8,000.00
105	ITS EXPRESS ITS VC-1000 TWISTED-PAIR CONVERTER(FSK)/EA	EA	5	725	$3,625.00
106	SIEMENS RUGGED VDSL, RS930L, 6 PORT ETHERNET SWITCH	EA	5	2260	$11,300.00
	MISCELLANEOUS WIRELESS COMMUNICATION DEVICE:				
107	ENCOM WIRELESS, COMMPAK IP SERIAL/ETHERNET BRIDGE	EA	1	1500	$1,500.00
108	ENCOM WIRELESS E-LITE 300MBPS UNIT, (COMPLETE)	EA	1	3200	$3,200.00
	MISCELLANEOUS UNINTERRUPTIBLE POWER SUPPLY:				
109	MYERS POWER PRODUCT UPS, MP2000, 1500W INVERTER	EA	1	3500	$3,500.00
110	TCS UPS PIGGY-BACK CABINET	EA	1	7000	$7,000.00
111	TCS GENERATOR TRANSFER SWITCH/EA	EA	1	1000	$1,000.00
	MISCELLANEOUS E.D.S. / SIGN BEACON ITEMS:				
112	PB-5100 12' ALUMINUM POLE	EA	5	200	$1,000.00
113	PB-5100 15' ALUMINUM POLE	EA	5	225	$1,125.00
114	PB-5100 18' ALUMINUM POLE	EA	5	300	$1,500.00
115	PB-5306 ANCHOR BOLTS	EA	100	15	$1,500.00
116	PB-5335 SQUARE ALUMINUM BASE WITH ALUMINUM DOOR	EA	25	400	$10,000.00
117	PB-5325 COLLAR ASSEMBLY FOR SQUARE BASE	EA	25	200	$5,000.00
118	SE-1100 4.5' OD POST MOUNTING KIT/EA	EA	25	50	$1,250.00
119	SE-1002 FLASHER CABINET ASSEMBLY WITH POLICE TYPE ONE LOCK	EA	5	800	$4,000.00
120	SE-0513 TRI-STUD ADAPTERS	EA	25	50	$1,250.00
121	SH-0206 U-BOLT SIGN ASSEMBLY KIT	EA	25	30	$750.00
122	CARMANAH R247 SERIES 24-HOUR FLASHING WARNING BEACON	AS	1	3700	$3,700.00
123	CARMANAH R820 SERIES CROSSWALK BEACON	AS	1	4600	$4,600.00
124	CARMANAH R829 SERIES/SCH ZONE BCN/W/CALENDAR-BASED SOFTWARE	AS	1	7500	$7,500.00
125	NAZTEC SERIES 100/365 DAY PROGRAMMABLE	EA	1	400	$400.00
126	RTC AP21/365 DAY PROGRAMMABLE	EA	10	1600	$16,000.00
127	ELTEC/NTC-17E/365 DAY PROGRAMMABLE	EA	1	500	$500.00
128	AP22/TIME SWITCH	EA	1	800	$800.00
129	CPR2102G/PAGER PROGRAMMABLE TIME SWITCH	EA	1	1400	$1,400.00
130	RTC, AP22/365 DAY PROGRAMMABLE	EA	1	1600	$1,600.00
131	RU2 FAST SYSTEMS, RU2 FAST 18" DISPLAY SIGN, SOLAR	EA	1	10000	$10,000.00
132	RU2 FAST SYSTEMS, RU2 FAST 18" DISPLAY SIGN, 120V	EA	1	10000	$10,000.00
133	IDC 1520 SPEED CHECK 15" SERIES, DATA COLLECTION, SCHEDULER AND SLOW DOWN OPTIONS, SOLAR DISPLAY BOARD	EA	1	10000	$10,000.00
134	IDC 1820 SPEED CHECK 18" SERIES, DATA COLLECTION, SCHEDULER AND SLOW DOWN OPTIONS, SOLAR DISPLAY BOARD	EA	1	10000	$10,000.00
135	IDC LED PANEL 15" DIGITS W/SLOW DOWN	EA	1	800	$800.00
136	IDC POLYCARBONATE WINDOW 15" DIGIT W/SLOW DOWN	EA	1	200	$200.00
137	IDC 15" (30" X 42") DIAMOND GRADE FLORESCENT YELLOW/GREEN	EA	1	500	$500.00
138	HR LLC APPROACH-ONLY RADAR UNIT	EA	1	1225	$1,225.00
139	ASC SOLAR CHARGE CONTROLLER (8 AMP)	EA	1	300	$300.00
140	IDC DEVISE/MANAGER, CONTROLLER BOARD, PROGRAMMABLE WIRELESS	EA	1	700	$700.00
141	MORNINGSTAR/SUNSAVER SOLAR CHARGE CONTROLLER (10 AMP)	EA	1	700	$700.00
142	55 WATT, SOLAR POWER PANEL KIT COMPLETE FOR SPEED CHECK DISPLAYS	EA	1	1650	$1,650.00
143	SOLAR PANEL RACKING	EA	1	230	$230.00
144	SOLAR POLE-MOUNTED BATTERY BOX	EA	1	525	$525.00
	EMERGENCY GENERATOR POWER HOOK-UP:				
145	(INC PRE-ASSEMBLED HARNESS/GASKET/CLAMP/SPLICE/PER FDOT D-3 SPEC)	AS	1	500	$500.00
	MISCELLANEOUS SIGNALIZATION EQUIPMENT:				
146	PEEK DOUBLE DIAMOND NEMA/TS-1/CMU	EA	1	1300	$1,300.00

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
147	EDI CONFLICT MONITOR	EA	1	835	$835.00
148	LOAD SWITCH	EA	200	40	$8,000.00
149	FLASH TRANSFER RELAY	EA	25	40	$1,000.00
150	SURGE ARRESTOR (CLOSED LOOP COMMUNICATION LINE)	EA	1	100	$100.00
151	SOLAR SYSTEM/12V SEALED BATTERY 55 AMP	EA	10	450	$4,500.00
152	SOLAR SYSTEM/12V SEALED BATTERY 105 AMP	EA	10	600	$6,000.00
153	POWER SUPPLY/PEEK NEMA PS 100	EA	1	800	$800.00
154	CABINET FAN	EA	10	30	$300.00
155	POLICE MANUAL CONTROL BUTTON	EA	1	112	$112.00
156	PEDESTRIAN ISOLATOR BOARD (TCS CABINET)	EA	1	600	$600.00
157	PEDESTRIAN ISOLATOR BOARD (PEEK NEMA CABINET)	EA	10	300	$3,000.00
158	¼" NAIL-IN ANCHOR/EA	EA	200	1	$200.00
159	BLACKTOP PATCH	EA	50	10	$500.00
160	#12 FORK TERMINALS	EA	1000	0.4	$400.00
161	TIE WRAPS	EA	1000	0.5	$500.00
162	#6 THHN WIRE	LF	100	1.5	$150.00
163	SEOW OR "SO" 10-3, AWG COPPER CABLE	LF	500	1	$500.00
164	HAND HOLE COVER (MAST ARM)	EA	10	300	$3,000.00
165	FOUNDATION (CONTROLLER CABINET)	EA	5	500	$2,500.00
166	CONCRETE PAD	EA	5	300	$1,500.00
167	24"X48" CONCRETE BASE W/GROUND ROD	EA	10	800	$8,000.00
168	ANCHOR BOLTS	EA	100	15	$1,500.00
169	EDI, PS 200 SHELF/POWER SUPPLY	EA	5	665	$3,325.00
170	EDI, TS-2 TYPE 1, BUS INTERFACE UNIT CARD	EA	10	500	$5,000.00
171	MISCELLANEOUS CONCRETE	SY	100	120	$12,000.00
	BID SCHEDULE 2 TOTAL				$901,425.00
				Total	$941,425.00
PERFORMANCE & PAYMENT BOND, IF REQUIRED PER TASK (NOT TO BE INCLUDED IN EVALUATION FOR "LOW BID")		Per $1000			

Bid Tabulation - PD 16-17.083 Signal Response Maintenance
*Bid Schedule 1 Total and Total Bid corrected to reflect unit prices.

BID SCHEDULE 1 (FURNISH & INSTALL (F&I), INSTALL, REMOVE, & RELOCATE BID ITEMS): Ingram Signalization,Inc.

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
110-4-10	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	200	$ 100.00	$20,000.00
522-1-00	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	400	$ 210.00	$84,000.00
522-2-00	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	400	$ 300.00	$120,000.00
620-2-AB - GROUNDING ELECTROID					
620-2-11	10 FT. 5/8" GROUND ROD, FURNISH & INSTALL	EA	100	$ 100.00	$10,000.00
620-2-21	20 FT. 5/8" GROUND ROD ASSEMBLY, FURNISH & INSTALL	AS	50	$ 200.00	$10,000.00
630-2-AB - CONDUIT - 1/2" - 2"					
630-2-12	CONDUIT, SCHEDULE 40, FURNISH & INSTALL, DIRECTIONAL BORE	LF	300	$ 13.00	$3,900.00
630-2-11	CONDUIT, SCHEDULE 40, FURNISH & INSTALL, OPEN TRENCH	LF	500	$ 6.00	$3,000.00
630-2-14	CONDUIT, SCHEDULE 40, FURNISH & INSTALL, ABOVEGROUND	LF	100	$ 9.00	$900.00
630-2-15	CONDUIT, SCHEDULE 80, FURNISH & INSTALL, BRIDGE MOUNT	LF	400	$ 10.00	$4,000.00
630-2-20	CONDUIT, FURNISH & INSTALL, JACK & BORE UNDER RAILROAD	LF	300	$ 25.00	$7,500.00
630-2-65	CONDUIT, REMOVE, BRIDGE MOUNT	LF	400	$ 1.50	$600.00
632-7-A - IMSA SIGNAL CABLE					
632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	5	$ 3,000.00	$15,000.00
632-7-2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	1000	$ 6.00	$6,000.00
632-7-4	SIGNAL CABLE, ADJUST/MODIFY	PI	10	$ 560.00	$5,600.00
632-7-6	SIGNAL CABLE, REMOVE- INTERSECTION	PI	5	$ 125.00	$625.00
632-7-7	SIGNAL CABLE, REMOVE- OUTSIDE OF INTERSECTION	LF	5	$ 1.00	$5.00
633-1ABC - COMMUNICATION - FIBER OPTIC CABLE					
633-1111	FIBER OPTIC CABLE, F&I, OVERHEAD,2-12 FIBERS	LF	1000	$ 1.58	$1,580.00
633-1112	FIBER OPTIC CABLE, F&I, OVERHEAD,13-48 FIBERS	LF	1000	$ 2.10	$2,100.00
633-1113	FIBER OPTIC CABLE, F&I, OVERHEAD,49-96 FIBERS	LF	1000	$ 3.22	$3,220.00
633-1114	FIBER OPTIC CABLE, F&I, OVERHEAD,97-144 FIBERS	LF	1000	$ 4.30	$4,300.00
633-1121	FIBER OPTIC CABLE, F&I, UNDERGROUND,2-12 FIBERS	LF	1000	$ 1.55	$1,550.00
633-1122	FIBER OPTIC CABLE, F&I, UNDERGROUND,13-48 FIBERS	LF	1000	$ 2.00	$2,000.00
633-1123	FIBER OPTIC CABLE, F&I, UNDERGROUND,49-96 FIBERS	LF	1000	$ 3.10	$3,100.00
633-1124	FIBER OPTIC CABLE, F&I, UNDERGROUND, 97 - 144 FIBERS	LF	1000	$ 4.00	$4,000.00
633-1310	FIBER OPTIC CABLE, INSTALL, OVERHEAD	LF	1000	$ 2.00	$2,000.00
633-1320	FIBER OPTIC CABLE, INSTALL, UNDERGROUND	LF	1000	$ 2.00	$2,000.00
633-1410	FIBER OPTIC CABLE, RELOCATE, OVERHEAD	LF	1000	$ 3.00	$3,000.00
633-1420	FIBER OPTIC CABLE, RELOCATE, UNDERGROUND	LF	1000	$ 8.50	$8,500.00
633-1610	FIBER OPTIC CABLE, REMOVE, OVERHEAD	LF	1000	$ 1.00	$1,000.00
633-1620	FIBER OPTIC CABLE, REMOVE, UNDERGROUND	LF	1000	$ 1.00	$1,000.00
633-2-AB - FIBER OPTIC CONNECTIONS					
633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	500	$ 50.00	$25,000.00
633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA	500	$ 50.00	$25,000.00
633-3-AB - FIBER OPTIC CONNECTION HARDWARE					
633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	EA	5	$ 750.00	$3,750.00
633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA	5	$ 300.00	$1,500.00
633-3-13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED CONNECTOR ASSEMBLY	EA	5	$ 235.00	$1,175.00
633-3-14	FIBER OPTIC CONNECTION HARDWARE, F&I, BUFFER TUBE FAN OUT KIT	EA	5	$ 220.00	$1,100.00
633-3-15	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED PATCH PANEL	EA	5	$ 300.00	$1,500.00
633-3-16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	EA	5	$ 550.00	$2,750.00
633-3-41	FIBER OPTIC CONNECTION HARDWARE, RELOCATE SPLICE ENCLOSURE	EA	5	$ 200.00	$1,000.00
633-4-A - COMMUNICATION CABLE - COPPER TWISTED-PAIR CABLE					
633-4-1	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, FURNISH & INSTALL	LF	500	$ 2.25	$1,125.00
633-4-4	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, RELOCATE	LF	500	$ 1.30	$650.00

633-4-6	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, REMOVE	LF	500	$ 1.00	$500.00
634-4ABC - SPAN WIRE ASSEMBLY					
634-4142	SPAN WIRE ASSEMBLY, F&I, SINGLE POINT, DIAGONAL	PI	4	$ 400.00	$1,600.00
634-4143	SPAN WIRE ASSEMBLY, F&I, SINGLE POINT, BOX OR DROP BOX	PI	4	$ 400.00	$1,600.00
634-4152	SPAN WIRE ASSEMBLY, F&I, TWO POINT, DIAGONAL	PI	4	$ 1,200.00	$4,800.00
634-4153	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX	PI	2	$ 3,500.00	$7,000.00
634-4342	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, DIAGONAL	PI	2	$ 200.00	$400.00
634-4352	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, DIAGONAL	PI	2	$ 800.00	$1,600.00
634-4400	SPAN WIRE ASSEMBLY, ADJUST	PI	2	$ 500.00	$1,000.00
634-4600	SPAN WIRE ASSEMBLY, REMOVE- POLES REMAIN	PI	2	$ 100.00	$200.00
634-4700	SPAN WIRE ASSEMBLY, RE-TENSION CABLE - MAINTENANCE ONLY	PI	2	$ 500.00	$1,000.00
634-5-A - FIBERGLASS INSULATOR					
634-5-1	FIBERGLASS INSULATOR, FURNISH & INSTALL	LF	10	$ 100.00	$1,000.00
634-6-A - MESSENGER WIRE					
634-6-1	MESSENGER WIRE, FURNISH & INSTALL- REPLACE EXISTING	LF	10	$ 2.00	$20.00
635-2-AB - PULL BOX OR JUNCTION BOX					
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	10	$ 800.00	$8,000.00
635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	10	$ 1,500.00	$15,000.00
635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA	10	$ 2,500.00	$25,000.00
635-2-30	PULL & SPLICE BOX, INSTALL	EA	5	$ 600.00	$3,000.00
635-2-30	PULL & SPLICE BOX, REMOVE	EA	5	$ 100.00	$500.00
635-2-40	PULL & SPLICE BOX, RELOCATE	EA	5	$ 500.00	$2,500.00
635-2-50	PULL & SPLICE BOX, REPAIR	EA	5	$ 250.00	$1,250.00
635-3-11	JUNCTION BOX, FURNISH & INSTALL, AERIAL	EA	10	$ 80.00	$800.00
635-3-12	JUNCTION BOX, FURNISH & INSTALL, MOUNTED	EA	10	$ 50.00	$500.00
635-3-40	JUNCTION BOX, RELOCATE	EA	5	$ 50.00	$250.00
639-1ABC - ELECTRICAL POWER SERVICE					
639-1112	ELECTRICAL POWER SERVICE, OVERHEAD, METER FURNISHED BY POWER COMPANY - FURNISH & INSTALL	AS	1	$ 1,100.00	$1,100.00
639-1113	ELECTRICAL POWER SERVICE, OVERHEAD METER NOT REQUIRED- FURNISHED & INSTALL	AS	1	$ 1,100.00	$1,100.00
639-1121	ELECTRICAL POWER SERVICE, UNDERGROUND, METER FURNISHED BY POWER COMPANY- FURNISH & INSTALL	AS	1	$ 1,100.00	$1,100.00
639-1122	ELECTRICAL POWER SERVICE, UNDERGROUND, METER FURNISHED BY CONTRACTOR- FURNISH & INSTALL	AS	1	$ 1,100.00	$1,100.00
639-1123	ELECTRICAL POWER SERVICE, UNDERGROUND, METER NOT REQUIRED - FURNISHED & INSTALL	AS	1	$ 1,100.00	$1,100.00
639-1410	ELECTRICAL POWER SERVICE, RELOCATE OVERHEAD	AS	1	$ 200.00	$200.00
639-1420	ELECTRICAL POWER SERVICE, RELOCATE, UNDERGROUND	AS	1	$ 1,200.00	$1,200.00
639-1610	ELECTRICAL POWER SERVICE, REMOVE OVERHEAD	AS	1	$ 150.00	$150.00
639-1620	ELECTRICAL POWER SERVICE, REMOVE UNDERGROUND	AS	1	$ 150.00	$150.00
639-2-A - ELECTRICAL SERVICE WIRE					
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	500	$ 2.00	$1,000.00
639-2-4	ELECTRICAL SERVICE WIRE, RELOCATE	LF	500	$ 1.25	$625.00
639-2-6	ELECTRICAL SERVICE WIRE, REMOVE	LF	500	$ 1.00	$500.00
639-3-AB - ELECTRICAL SERVICE DISCONNECT					
639-3-12	ELECTRICAL SERVICE DISCONNECT, F&I, CABINET	EA	5	$ 100.00	$500.00
639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	5	$ 155.00	$775.00
639-3-60	ELECTRICAL SERVICE DISCONNECT, REMOVE- POLE OR CABINET TO REMAIN	EA	5	$ 30.00	$150.00
641-2-AB - PRE-STRESSED CONCRETE POLE					
641-2-11	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II PEDESTAL	EA	4	$ 2,000.00	$8,000.00
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	4	$ 1,000.00	$4,000.00
641-2-14	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-IV:**				$0.00
	20' - 26'	EA	1	$ 1,011.00	$1,011.00
	28' - 34'	EA	1	$ 1,131.00	$1,131.00

	36' - 42'	EA	1	$ 1,500.00	$1,500.00
	42' - 50'	EA	1	$ 1,600.00	$1,600.00
641-2-15	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-V:**				$0.00
	20' - 26'	EA	1	$ 1,526.00	$1,526.00
	28' - 34'	EA	1	$ 1,835.00	$1,835.00
	36' - 42'	EA	1	$ 4,000.00	$4,000.00
	42' - 50'	EA	1	$ 5,195.00	$5,195.00
641-2-16	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-VI:**				$0.00
	20' - 26'	EA	1	$ 1,670.00	$1,670.00
	28' - 34'	EA	1	$ 2,020.00	$2,020.00
	36' - 42'	EA	1	$ 4,200.00	$4,200.00
	42' - 50'	EA	1	$ 5,965.00	$5,965.00
641-2-17	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-VII:**				$0.00
	20' - 26'	EA	1	$ 1,970.00	$1,970.00
	28' - 34'	EA	1	$ 2,500.00	$2,500.00
	36' - 42'	EA	1	$ 5,000.00	$5,000.00
	42' - 50'	EA	1	$ 6,640.00	$6,640.00
641-2-18	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-VIII:**				$0.00
	20' - 26'	EA	1	$ 2,000.00	$2,000.00
	28' - 34'	EA	1	$ 2,665.00	$2,665.00
	36' - 42'	EA	1	$ 5,200.00	$5,200.00
	42' - 50'	EA	1	$ 6,900.00	$6,900.00
641-2-30	PRESTRESSED CONCRETE POLE, INSTALL	EA			$0.00
641-2-60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL, PEDESTAL/SERVICE POLE	EA	1	$ 155.00	$155.00
641-2-70	PRESTRESSED CONCRETE POLE, SHALLOW POLE REMOVAL- POLE 30' AND GREATER	EA	1	$ 1,200.00	$1,200.00
641-2-80	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- POLE 30' AND GREATER	EA	1	$ 2,000.00	$2,000.00
643-6AB - WOOD POLE					
643-600	STRAIN POLE, WOOD, REMOVE	EA	1	$ 400.00	$400.00
643-601	STRAIN POLE, WOOD, F&I _ 35'-CLASS 5	EA	1	$ 1,000.00	$1,000.00
643-602	STRAIN POLE, WOOD, F&I _ 16'X6" (TOP)-.60 CCA SYP POLE (TREATED)	EA	1	$ 700.00	$700.00
646-1-AB - PEDESTAL AND PEDESTRIAN POST					
646-1-11	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTAL	EA	5	$ 2,000.00	$10,000.00
646-1-12	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTRIAN DETECTOR POST	EA	5	$ 300.00	$1,500.00
646-1-30	ALUMINUM SIGNALS POLE, INSTALL	EA	5	$ 1,700.00	$8,500.00
646-1-40	ALUMINUM SIGNALS POLE, RELOCATE	EA	5	$ 200.00	$1,000.00
646-1-60	ALUMINUM SIGNALS POLE, REMOVE	EA	5	$ 150.00	$750.00
650-1-AB - TRAFFIC SIGNAL ASSEMBLY					
650-1-11	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 1 SECTION, 1 WAY	AS	5	$ 660.00	$3,300.00
650-1-12	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 1 SECTION, 2-4 WAY	AS	5	$ 1,000.00	$5,000.00
650-1-14	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 3 SECTION, 1 WAY	AS	5	$ 7,000.00	$35,000.00
650-1-16	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 4 SECTION, 1 WAY	AS	5	$ 800.00	$4,000.00
650-1-18	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 5 SECTION STRAIGHT, 1 WAY	AS	5	$ 1,000.00	$5,000.00
650-1-19	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 5 SECTION CLUSTER, 1 WAY	AS	5	$ 1,200.00	$6,000.00
650-1-24	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 12" 3 SECTION, 1 WAY	AS	5	$ 700.00	$3,500.00
650-1-25	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE WITH ALUMINUM TOP SECTION, 12" 3 SECTION, 2-4 WAYS	AS	5	$ 1,000.00	$5,000.00
650-1-26	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 12" 4 SECTION, 1 WAY	AS	5	$ 1,000.00	$5,000.00
650-1-29	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W ALUMIN, 12" 5 SECTION CLUSTER, 1 WAY	AS	5	$ 1,200.00	$6,000.00
650-1-34	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 12 " 3 SECTION, 1 WAY	AS	1	$ 865.00	$865.00
650-1-36	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 12" 4 SECTION, 1 WAY	AS	1	$ 1,100.00	$1,100.00
650-1-38	TRAFFIC SIGNAL, FURNISH & INSTALL, POLYCARBONATE, 12" 5 SECTION STRAIGHT, 1 WAY	AS	1	$ 1,200.00	$1,200.00

650-1-39	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 12" 5 SECTION CLUSTER, 1 WAY	AS	1	$ 1,200.00	$1,200.00
650-1-50	TRAFFIC SIGNAL, INSTALL	AS	1	$ 250.00	$250.00
650-1-60	TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN	AS	5	$ 50.00	$250.00
650-2ABC - VEHICULAR SIGNAL AUXILIARIES (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
650-2102	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, BACKPLATE- BLACK WITH RETRO-REFLECTIVE BORDER	EA	100	$ 190.00	$19,000.00
650-2105	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, TUNNEL VISOR	EA	100	$ 50.00	$5,000.00
650-2106	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, 12" LED STANDARD MODULE	EA	50	$ 300.00	$15,000.00
650-2108	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, ADD SECTION TO EXISTING SIGNAL ASSEMBLY	EA	100	$ 100.00	$10,000.00
653-1-AB - PEDESTRIAN SIGNAL					
653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	10	$ 1,000.00	$10,000.00
653-1-12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS	5	$ 1,500.00	$7,500.00
653-1-40	PEDESTRIAN SIGNAL, RELOCATE	AS	5	$ 400.00	$2,000.00
653-1-60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN	AS	10	$ 85.00	$850.00
654-1-AB - IN ROADWAY LIGHT ASSEMBLY -(WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
654-1-10	IN ROADWAY LIGHT ASSEMBLY, FURNISH & INSTALL- AC POWERED, COMPLETE ASSEMBLY	AS	1	$ 31,000.00	$31,000.00
654-1-20	IN ROADWAY LIGHT ASSEMBLY, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY	AS	1	$ 31,000.00	$31,000.00
654-1-21	IN-ROADWAY LIGHT FIXTURE, FURNISH & INSTALL- SOLAR POWERED	EA	1	$ 1,850.00	$1,850.00
654-1-22	IN-ROADWAY LIGHT CABINET, FURNISH & INSTALL- SOLAR POWERED	EA	1	$ 3,500.00	$3,500.00
654-2-AB - RECTANGULAR RAPID FLASHING BEACON ASSEMBLY (RRFB)					
654-2-11	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, COMPLETE ASSEMBLY- SINGLE DIRECTION	AS	1	$ 7,200.00	$7,200.00
654-2-12	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, COMPLETE ASSEMBLY- BACK TO BACK	AS	1	$ 8,925.00	$8,925.00
654-2-14	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, SIGNS AND RRFB UNIT	EA	1	$ 9,200.00	$9,200.00
654-2-21	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY- SINGLE DIRECTION	AS	1	$ 7,200.00	$7,200.00
654-2-22	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY- BACK TO BACK	AS	1	$ 8,925.00	$8,925.00
654-2-30	RECTANGULAR RAPID FLASHING BEACON, INSTALL	AS	1	$ 2,500.00	$2,500.00
654-2-40	RECTANGULAR RAPID FLASHING BEACON, RELOCATE	AS	1	$ 2,500.00	$2,500.00
654-2-50	RECTANGULAR RAPID FLASHING BEACON, ADJUST/MODIFY	AS	1	$ 500.00	$500.00
654-2-60	RECTANGULAR RAPID FLASHING BEACON, REMOVE	AS	1	$ 200.00	$200.00
654-2-73	RECTANGULAR RAPID FLASHING BEACON, REPLACE BATTERY-55 AMP.	EA	1	$ 500.00	$500.00
660-1ABC - LOOP DETECTORS - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
660-1101	LOOP DETECTOR, INDUCTIVE, 4 CHANNEL, SOLID STATE, SHELF MOUNT- FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1102	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, RELAY OUTPUT, SHELF MOUNT- FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1103	LOOP DETECTOR, INDUCTIVE, 2 CHANNEL, SOLID STATE, SHELF MOUNT- FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1104	LOOP DETECTOR, INDUCTIVE, 2 CHANNEL, SOLID STATE, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1106	LOOP DETECTOR, 2 CHANNEL, SOLID STATE, RACK MOUNT - FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1107	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, SOLID STATE, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	$ 325.00	$3,250.00
660-1109	LOOP DETECTOR, 2 CHANNEL, SOLID STATE, RACK MOUNT, TIME DELAY - FURNISH & INSTALL	EA	10	$ 350.00	$3,500.00
660-1110	LOOP DETECTOR, 4 CHANNEL, SOLID STATE, RACK MOUNT - FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1111	LOOP DETECTOR, INDUCTIVE, 4 CHANNEL, SOLID STATE, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	$ 350.00	$3,500.00

660-1112	LOOP DETECTOR, 4 CHANNEL, SOLID STATE, RACK MOUNT, TIME DELAY - FURNISH & INSTALL	EA	10	$ 400.00	$4,000.00
660-1300	LOOP DETECTOR INDUCTIVE, INSTALL	EA	10	$ 155.00	$1,550.00
660-1400	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, RELAY OUTPUT, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1600	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, SOLID STATE, SHELF MOUNT- FURNISH & INSTALL	EA	10	$ 325.00	$3,250.00
660-2ABC - LOOP ASSEMBLY - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
660-2101	LOOP ASSEMBLY - TYPE A (6'X50')- FURNISH & INSTALL	AS	1	$ 2,000.00	$2,000.00
660-2102	LOOP ASSEMBLY- TYPE B (6'X6')- FURNISH & INSTALL	AS	1	$ 1,800.00	$1,800.00
660-2106	LOOP ASSEMBLY - TYPE F (6'X50')- FURNISH & INSTALL	AS	1	$ 2,500.00	$2,500.00
660-4-AB - VEHICLE DETECTION SYSTEM-VIDEO					
660-4-11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	EA	1	$ 15,500.00	$15,500.00
660-4-12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	EA	1	$ 6,000.00	$6,000.00
660-4-30	VEHICLE DETECTION SYSTEM- VIDEO, INSTALL	EA	1	$ 7,000.00	$7,000.00
660-4-41	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE CABINET EQUIPMENT	EA	1	$ 1,125.00	$1,125.00
660-4-42	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE ABOVE GROUND EQUIPMENT	EA	1	$ 840.00	$840.00
660-4-51	VEHICLE DETECTION SYSTEM- VIDEO, ADJUST/MODIFY CABINET EQUIPMENT	EA	1	$ 1,200.00	$1,200.00
660-4-52	VEHICLE DETECTION SYSTEM- VIDEO, ADJUST/MODIFY ABOVE GROUND EQUIPMENT	EA	1	$ 1,500.00	$1,500.00
660-4-60	VEHICLE DETECTION SYSTEM- VIDEO, REMOVE	EA	1	$ 150.00	$150.00
660-4-80	VEHICLE DETECTION SYSTEM- VIDEO, PREVENTIVE MAINTENANCE	EA	1	$ 300.00	$300.00
665-1-AB - PEDESTRIAN DETECTOR					
665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	10	$ 155.00	$1,550.00
665-1-12	PEDESTRIAN DETECTOR, FURNISH & INSTALL, ACCESSIBLE	EA	10	$ 1,645.00	$16,450.00
665-1-30	PEDESTRIAN DETECTOR, INSTALL	EA	5	$ 100.00	$500.00
665-1-40	PEDESTRIAN DETECTOR, RELOCATE	EA	5	$ 125.00	$625.00
665-1-50	PEDESTRIAN DETECTOR, ADJUST/MODIFY ON EXISTING POLE	EA	5	$ 155.00	$775.00
665-1-60	PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMAIN	EA	5	$ 42.00	$210.00
670-5ABC - TRAFFIC SIGNAL CONTROLLER ASSEMBLY					
670-5110	TRAFFIC CONTROLLER ASSEMBLY, NEMA - FURNISH & INSTALL	AS	1	$ 22,000.00	$22,000.00
670-5111	TRAFFIC CONTROLLER ASSEMBLY, NEMA, 1 PREEMPTION - FURNISH & INSTALL	AS	1	$ 23,000.00	$23,000.00
670-5112	TRAFFIC CONTROLLER ASSEMBLY, NEMA, 2 PREEMPTION - FURNISH & INSTALL	AS	1	$ 25,000.00	$25,000.00
670-5150	TRAFFIC CONTROLLER ASSEMBLY, ATC, NO PREEMPTION - FURNISH & INSTALL	AS	1	$ 25,000.00	$25,000.00
670-5151	TRAFFIC CONTROLLER ASSEMBLY, ATC, 1 PREEMPTION - FURNISH & INSTALL	AS	1	$ 25,500.00	$25,500.00
670-5152	TRAFFIC CONTROLLER ASSEMBLY, ATC, 2 PREEMPTION - FURNISH & INSTALL	AS	1	$ 26,000.00	$26,000.00
670-5300	TRAFFIC CONTROLLER ASSEMBLY, INSTALL	AS	1	$ 1,500.00	$1,500.00
670-5400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS	1	$ 600.00	$600.00
670-5500	TRAFFIC CONTROLLER ASSEMBLY, RELOCATE CONTROLLER WITH CABINET	AS	1	$ 2,500.00	$2,500.00
670-5600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1	$ 450.00	$450.00
671-2-AB - TRAFFIC SIGNAL CONTROLLER					
671-2-11	TRAFFIC CONTROLLER WITHOUT CABINET, NEMA, FURNISH & INSTALL IN EXISTING CABINET	EA	1	$ 5,500.00	$5,500.00
671-2-13	TRAFFIC CONTROLLER WITHOUT CABINET, ATC, FURNISH & INSTALL IN EXISTING CABINET	EA	1	$ 5,500.00	$5,500.00
671-2-30	TRAFFIC CONTROLLER, INSTALL	EA	1	$ 1,500.00	$1,500.00
671-2-40	TRAFFIC CONTROLLER, MODIFY	EA	1	$ 500.00	$500.00
671-2-50	TRAFFIC CONTROLLER, RELOCATE- WITHOUT CABINET	EA	1	$ 1,200.00	$1,200.00
671-2-60	TRAFFIC CONTROLLER, REMOVE- CABINET TO REMAIN	EA	1	$ 150.00	$150.00
684-1-A - MANAGED FIELD ETHERNET SWITCH (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
684-1-1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA	5	$ 3,100.00	$15,500.00
684-1-3	MANAGED FIELD ETHERNET SWITCH, INSTALL	EA	5	$ 300.00	$1,500.00
684-1-4	MANAGED FIELD ETHERNET SWITCH, RELOCATE	EA	5	$ 400.00	$2,000.00
684-1-5	MANAGED FIELD ETHERNET SWITCH, ADJUST / MODIFY	EA	5	$ 500.00	$2,500.00
684-1-6	MANAGED FIELD ETHERNET SWITCH, REMOVE- CABINET TO REMAIN	EA	5	$ 100.00	$500.00
684-6-AB - WIRELESS COMMUNICATION DEVICE					
684-6-11	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL, ETHERNET ACCESS POINT	EA	1	$ 5,000.00	$5,000.00
684-6-12	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL, ETHERNET SUBSCRIBER UNIT	EA	1	$ 4,000.00	$4,000.00
684-6-13	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL SERIAL DATA UNIT	EA	1	$ 1,500.00	$1,500.00
684-6-30	WIRELESS COMMUNICATION DEVICE, INSTALL	EA	1	$ 1,200.00	$1,200.00
684-6-40	WIRELESS COMMUNICATION DEVICE, RELOCATE	EA	1	$ 1,300.00	$1,300.00
684-6-60	WIRELESS COMMUNICATION DEVICE, REMOVE	EA	1	$ 100.00	$100.00
685-1-AB - UNINTERRUPTIBLE POWER SUPPLY					

685-1-13	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	EA	1	$ 7,500.00	$7,500.00
685-1-14	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, ONLINE/DOUBLE CONVERSION WITH CABINET	EA	1	$ 9,000.00	$9,000.00
685-1-60	UNINTERRUPTIBLE POWER SUPPLY, REMOVE- POLE/CABINET REMAINS	EA	1	$ 500.00	$500.00
700-11-ABC - ELECTRONIC DISPLAY SIGN - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
700-11-161	ELECTONIC DISPLAY SIGN, GRD/MT. AC POWERED, W/S.F.B. & BEACONS, FURNISH & INSTALL	AS	4	$ 9,500.00	$38,000.00
700-11-261	ELECTONIC DISPLAY SIGN, GRD/MT. SOLAR POWERED, W/S.F.B.& BEACONS, FURNISH & INSTALL	AS	4	$ 10,500.00	$42,000.00
700-12-AB - SIGN BEACON - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
700-12-11	SIGN BEACON, AC POWER, 1 BEACON) - FURNISH & INSTALL	AS	2	$ 3,500.00	$7,000.00
700-12-12	SIGN BEACON, AC POWER, 2 BEACONS) - FURNISH & INSTALL	AS	2	$ 4,000.00	$8,000.00
700-12-21	SIGN BEACON, SOLAR POWER, 1 BEACON - FURNISH & INSTALL	AS	2	$ 6,000.00	$12,000.00
700-12-22	SIGN BEACON, SOLAR POWER, 2 BEACONS, FURNISH & INSTALL	AS	2	$ 6,500.00	$13,000.00
	BID SCHEDULE 1 TOTAL:				**$1,292,123.00** *

*Bid Schedule 1 Total and Total Bid corrected to reflect unit prices.

BID SCHEDULE 2 (LABOR AND MATERIAL BID ITEMS):					
1	TECHNICIAN - IMSA LEVEL II (MON-FRI, 8:00 AM-4:30 PM)	HR	1255	$ 65.00	$81,575.00
2	TECHNICIAN - IMSA LEVEL III (MON-FRI, 8:00 AM-4:30 PM)	HR	80	$ 75.00	$6,000.00
3	TECHNICIAN - IMSA LEVEL II (MON-FRI, 4:31 PM-7:49AM, SAT, SUN AND HOLIDAYS)	HR	730	$ 90.00	$65,700.00
4	TECHNICIAN - IMSA LEVEL III (MON-FRI, 4:31 PM-7:49AM, SAT, SUN AND HOLIDAYS)	HR	40	$ 100.00	$4,000.00
5	TECHNICIAN ASSISTANT (MON-FRI, 8:00 AM-4:30 PM)	HR	1255	$ 43.00	$53,965.00
6	TECHNICIAN ASSISTANT (MON-FRI, 4:31 PM-7:49AM, SAT, SUN AND HOLIDAYS)	HR	40	$ 63.00	$2,520.00
7	AERIAL BUCKET TRUCK (STANDARD)	HR	1200	$ 25.00	$30,000.00
8	AERIAL BUCKET TRUCK (LARGE)	HR	55	$ 35.00	$1,925.00
9	SERVICE TRUCK	HR	730	$ 25.00	$18,250.00
10	MAINTENANCE OF TRAFFIC (MESSAGE BOARD RENTAL)	DAY	10	$ 15.00	$150.00
11	UTILITY COORDINATION (SUNSHINE SPOTS)	PI	10	$ 200.00	$2,000.00
12	TIMING IMPLEMENTATION	PI	5	$ 500.00	$2,500.00
13	TIMING ADJUSTMENT, SYSTEMS (COORDINATED)	PI	5	$ 500.00	$2,500.00
14	TIMING ADJUSTMENT, INTERSECTIONS (NON-COORDINATED)	PI	5	$ 500.00	$2,500.00
15	BENCH TESTING (CONFLICT MONITOR)	EA	200	$ 200.00	$40,000.00
16	TEMPORARY CONTROLLER/MONITOR RENTAL/DAY	DAY	25	$ 25.00	$625.00
17	TEMPORARY TRAFFIC SIGNAL OPERATION, GENERATOR RENTAL/HR	HR	5	$ 21.00	$105.00
18	TEMPORARY TRAFFIC SIGNAL CABINET, DURING KNOCK-DOWN RENTAL/DAY	DAY	5	$ 11.00	$55.00
	GROUNDING ELECTRODE				
19	10 FT. 5/8" GROUND ROD	EA	100	$ 25.00	$2,500.00
20	20 FT. 5/8" GROUND ROD	EA	50	$ 57.00	$2,850.00
	MISCELLANEOUS CONDUIT:				
21	½" 10 FT. SECTION	EA	100	$ 4.00	$400.00
22	1" 10 FT. SECTION	EA	100	$ 5.00	$500.00
23	CONDUIT, 2" 10 FT. (ABOVE GROUND)	EA	200	$ 16.00	$3,200.00
24	CONDUIT, 2" 10 FT. (UNDERGROUND)	EA	500	$ 10.00	$5,000.00
25	CONDUIT, 2" 10 FT. (UNDER PAVEMENT/JACKED)	EA	500	$ 30.00	$15,000.00
26	CONDUIT, 1" CLAMP	EA	100	$ 0.55	$55.00
27	CONDUIT, 2" CLAMP	EA	100	$ 1.00	$100.00
28	COUPLING, 1/2"	EA	50	$ 0.15	$7.50
29	COUPLING, 1"/EA	EA	50	$ 0.27	$13.50
30	COUPLING, 2"/EA	EA	200	$ 1.00	$200.00
31	90-DEGREE ELBOW, ½"	EA	100	$ 1.00	$100.00
32	90-DEGREE ELBOW, 1"	EA	100	$ 1.00	$100.00
33	90-DEGREE ELBOW, 2"	EA	100	$ 1.50	$150.00
	MISCELLANEOUS SIGNAL CABLE:				
34	20- CONDUCTOR	LF	250	$ 3.00	$750.00
35	16-CONDUCTOR	LF	250	$ 2.50	$625.00
36	12-CONDUCTOR	LF	250	$ 2.00	$500.00

37	9-CONDUCTOR	LF	250	$ 1.50	$375.00
38	7-CONDUCTOR	LF	1000	$ 1.25	$1,250.00
39	2-CONDUCTOR/BELDEN "HOME RUN"	LF	1000	$ 0.55	$550.00
	MISCELLANEOUS COMMUNICATION:				
40	INTERCONNECT CABLE/FSK WIRE (OVERHEAD) - 6-22-AL-F8	LF	1000	$ 2.00	$2,000.00
41	INTERCONNECT CABLE/ FSK WIRE (UNDERGROUND)- 6-22-AL-F8	LF	1000	$ 2.00	$2,000.00
42	BURIED CABLE WARNING MARKER (PER DETAIL)	EA	100	$ 175.00	$17,500.00
43	ITS EXPRESS ITS 8020 FIBER SWITCH	EA	50	$ 1,000.00	$50,000.00
44	ITS EXPRESS ITS 80 SERIES POWER SUPPLY	EA	50	$ 150.00	$7,500.00
	MISCELLANEOUS SPAN WIRE ASSEMBLY:				
45	ADJUSTABLE HANGER	EA	25	$ 55.00	$1,375.00
46	DISCONNECT HANGER	EA	25	$ 200.00	$5,000.00
47	EXTENSION HANGER	EA	25	$ 40.00	$1,000.00
48	SPAN WIRE HANGER (2079-S) WITH SS BUSHING (SINGLE CABLE SUPPORT)	EA	25	$ 45.00	$1,125.00
49	SPAN WIRE CLAMP	EA	25	$ 45.00	$1,125.00
50	SIGN BRACKET/SPAN WIRE TYPE (1-WAY)	EA	5	$ 200.00	$1,000.00
51	SIGN BRACKET/SPAN WIRE TYPE (2-WAY)	EA	5	$ 250.00	$1,250.00
52	EYE BOLT	EA	25	$ 12.00	$300.00
53	ALL THREAD/5/8"	LF	25	$ 2.00	$50.00
54	GUY ANCHOR, 6"	EA	5	$ 150.00	$750.00
55	GUY WIRE/¼"	LF	100	$ 1.00	$100.00
56	GUY WIRE/3/8"	LF	500	$ 1.15	$575.00
57	SPAN WIRE SPLICE/¼"	EA	25	$ 40.00	$1,000.00
58	SPAN WIRE SPLICE/3/8"	EA	25	$ 60.00	$1,500.00
58	GUY WIRE VISE/¼"	EA	25	$ 13.00	$325.00
60	GUY WIRE VISE/3/8"	EA	25	$ 40.00	$1,000.00
	MISCELLANEOUS PULL BOX OR JUNCTION BOX				
61	AERIAL JUNCTION BOX	EA	5	$ 233.00	$1,165.00
62	MOUNTED JUNCTION BOX	EA	20	$ 75.00	$1,500.00
	MISCELLANEOUS VEHICULAR SIGNAL AUXILIARIES				
63	12" RED LED MODULE	EA	25	$ 60.00	$1,500.00
64	12" YELLOW LED MODULE	EA	25	$ 60.00	$1,500.00
65	12" GREEN LED MODULE	EA	100	$ 60.00	$6,000.00
66	12" RED ARROW LED MODULE	EA	15	$ 60.00	$900.00
67	12" YELLOW ARROW LED MODULE	EA	15	$ 60.00	$900.00
68	12" GREEN ARROW LED MODULE	EA	15	$ 60.00	$900.00
69	12" YELLOW LED (12 VOLT)	EA	15	$ 150.00	$2,250.00
70	3M OPTICAL SIGNAL LAMP	EA	15	$ 125.00	$1,875.00
71	12" GEOMETRICALLY PROGRAMMED LOUVER	EA	10	$ 265.00	$2,650.00
72	ASTRO BRACKET 110" SS CABLE	EA	10	$ 255.00	$2,550.00
	MISCELLANEOUS PEDESTRIAN SIGNAL:				
73	PEDESTRIAN SIGNAL (LED COUNTDOWN MODULE)	EA	25	$ 225.00	$5,625.00
74	PEDESTRIAN SIGNAL HOUSING (PED CAN)	EA	10	$ 155.00	$1,550.00
75	4" SPUN ALUMINUM PEDESTAL (PEDESTRIAN SIGNAL, FLASHING BEACON)/EA	EA	25	$ 500.00	$12,500.00
76	SLIP-FITTER 4½" /EA	EA	25	$ 75.00	$1,875.00
77	2 WAY SIGNAL BRACKET KIT	EA	10	$ 150.00	$1,500.00
	MISCELLANEOUS INDUCTIVE LOOP:				
78	SURGE ARRESTOR (INDUCTANCE LOOP AMPLIFIER)	EA	10	$ 15.00	$150.00
79	HOME RUN CABLE (REPLACEMENT)	LF	500	$ 2.00	$1,000.00
	MISCELLANEOUS VEHICLE DETECTION SYSTEM-VIDEO:				
80	ALDIS, 360 DEGREE 10" DIAMETER X 9" FISHEYE CAMERA	EA	1	$ 10,500.00	$10,500.00
81	ALDIS, GRIDSMART CONTROL UNIT FOR TS1 AND TS2 TRAFFIC CONTROL CABINETS	EA	1	$ 10,500.00	$10,500.00
82	12 FT. CAMERA EXTENSION ASSEMBLY	EA	5	$ 300.00	$1,500.00
83	ITERIS RZ-4 ADVANCED WIDE DYNAMIC RANGE CAMERA	EA	2	$ 5,200.00	$10,400.00
84	ITERIS VANTAGE EDGE 2 VIDEO PROCESSOR CARD (SINGLE)	EA	2	$ 5,500.00	$11,000.00
85	ITERIS VANTAGE EDGE 2 VIDEO PROCESSOR CARD (DUAL)	EA	2	$ 6,800.00	$13,600.00
86	ITERIS VANTAGE EDGECONNECT VIDEO INTERFACE CARD	EA	2	$ 3,500.00	$7,000.00
87	16"-19" LCD MONITOR FOR VIDEO DETECTION SYSTEM	EA	5	$ 1,500.00	$7,500.00

88	VIDEO SURGE ARRESTOR CAT5	EA	5	$ 400.00	$2,000.00
89	VIDEO SURGE ARRESTOR BNC	EA	5	$ 100.00	$500.00
90	VIDEO CABLE CAT 5	LF	500	$ 1.00	$500.00
91	VIDEO CABLE COMPOSITE	LF	500	$ 1.00	$500.00
	MISCELLANEOUS PEDESTRIAN DETECTION SYSTEM:				
92	DETECTOR SIGN (PEDESTRIAN)	EA	50	$ 45.00	$2,250.00
93	PUSH BUTTON (PEDESTRIAN DETECTOR STANDARD)	EA	50	$ 85.00	$4,250.00
94	PUSH BUTTON (PEDESTRIAN DETECTOR ACCESSIBLE "AUDIBLE")	EA	10	$ 1,800.00	$18,000.00
95	PB-5100 8' ALUMINUM POLE	EA	10	$ 500.00	$5,000.00
	MISCELLANEOUS TRAFFIC SIGNAL CONTROLLER:				
96	CONFLICT MONITOR/FUSE/½ AMP (SLO BLO)	EA	5	$ 1.00	$5.00
97	CONFLICT MONITOR/FUSE/2 AMP	EA	5	$ 1.00	$5.00
98	CONTROLLER FUSE/3/4/ AMP/24 VDC	EA	1	$ 1.00	$1.00
99	CONTROLLER FUSE/1 ¼ AMP (SLO BLO)	EA	1	$ 1.00	$1.00
100	PEEK/3000E/NEMA/TS-1/8 PHASE	EA	1	$ 5,000.00	$5,000.00
	CONTROLLER TYPE (INTERCONNECT FSK WIRE, CLOSED LOOP):				
101	PEEK ATC-1000 CONTROLLER	EA	5	$ 5,500.00	$27,500.00
102	MCCAIN ATC EX CONTROLLER, TS2 TYPE 1	EA	5	$ 5,500.00	$27,500.00
103	MCCAIN ATC EX NEMA CONTROLLER, TS2 TYPE 2	EA	5	$ 5,500.00	$27,500.00
	MISCELLANEOUS MANAGED FIELD ETHERNET SWITCH:				
104	ITS EXPRESS ITS 8040 12 PORT/LAYER2 HARDENED ETHERNET SWITCH	EA	5	$ 1,600.00	$8,000.00
105	ITS EXPRESS ITS VC-1000 TWISTED-PAIR CONVERTER(FSK)/EA	EA	5	$ 725.00	$3,625.00
106	SIEMENS RUGGED VDSL, RS930L, 6 PORT ETHERNET SWITCH	EA	5	$ 2,260.00	$11,300.00
	MISCELLANEOUS WIRELESS COMMUNICATION DEVICE:				
107	ENCOM WIRELESS, COMMPAK IP SERIAL/ETHERNET BRIDGE	EA	1	$ 1,500.00	$1,500.00
108	ENCOM WIRELESS E-LITE 300MBPS UNIT, (COMPLETE)	EA	1	$ 3,200.00	$3,200.00
	MISCELLANEOUS UNINTERRUPTIBLE POWER SUPPLY:				
109	MYERS POWER PRODUCT UPS, MP2000, 1500W INVERTER	EA	1	$ 3,500.00	$3,500.00
110	TCS UPS PIGGY-BACK CABINET	EA	1	$ 7,000.00	$7,000.00
111	TCS GENERATOR TRANSFER SWITCH/EA	EA	1	$ 1,000.00	$1,000.00
	MISCELLANEOUS E.D.S. / SIGN BEACON ITEMS:				
112	PB-5100 12' ALUMINUM POLE	EA	5	$ 200.00	$1,000.00
113	PB-5100 15' ALUMINUM POLE	EA	5	$ 225.00	$1,125.00
114	PB-5100 18' ALUMINUM POLE	EA	5	$ 300.00	$1,500.00
115	PB-5306 ANCHOR BOLTS	EA	100	$ 15.00	$1,500.00
116	PB-5335 SQUARE ALUMINUM BASE WITH ALUMINUM DOOR	EA	25	$ 400.00	$10,000.00
117	PB-5325 COLLAR ASSEMBLY FOR SQUARE BASE	EA	25	$ 200.00	$5,000.00
118	SE-1100 4.5' OD POST MOUNTING KIT/EA	EA	25	$ 50.00	$1,250.00
119	SE-1002 FLASHER CABINET ASSEMBLY WITH POLICE TYPE ONE LOCK	EA	5	$ 800.00	$4,000.00
120	SE-0513 TRI-STUD ADAPTERS	EA	25	$ 50.00	$1,250.00
121	SH-0206 U-BOLT SIGN ASSEMBLY KIT	EA	25	$ 30.00	$750.00
122	CARMANAH R247 SERIES 24-HOUR FLASHING WARNING BEACON	AS	1	$ 3,700.00	$3,700.00
123	CARMANAH R820 SERIES CROSSWALK BEACON	AS	1	$ 4,600.00	$4,600.00
124	CARMANAH R829 SERIES/SCH ZONE BCN/W/CALENDAR-BASED SOFTWARE	AS	1	$ 7,500.00	$7,500.00
125	NAZTEC SERIES 100/365 DAY PROGRAMMABLE	EA	1	$ 400.00	$400.00
126	RTC AP21/365 DAY PROGRAMMABLE	EA	10	$ 1,600.00	$16,000.00
127	ELTEC/NTC-17E/365 DAY PROGRAMMABLE	EA	1	$ 500.00	$500.00
128	AP22/TIME SWITCH	EA	1	$ 800.00	$800.00
129	CPR2102G/PAGER PROGRAMMABLE TIME SWITCH	EA	1	$ 1,400.00	$1,400.00
130	RTC, AP22/365 DAY PROGRAMMABLE	EA	1	$ 1,600.00	$1,600.00
131	RU2 FAST SYSTEMS, RU2 FAST 18" DISPLAY SIGN, SOLAR	EA	1	$ 10,000.00	$10,000.00
132	RU2 FAST SYSTEMS, RU2 FAST 18" DISPLAY SIGN, 120V	EA	1	$ 10,000.00	$10,000.00
133	IDC 1520 SPEED CHECK 15" SERIES, DATA COLLECTION, SCHEDULER AND SLOW DOWN OPTIONS, SOLAR DISPLAY BOARD	EA	1	$ 10,000.00	$10,000.00
134	IDC 1820 SPEED CHECK 18" SERIES, DATA COLLECTION, SCHEDULER AND SLOW DOWN OPTIONS, SOLAR DISPLAY BOARD	EA	1	$ 10,000.00	$10,000.00
135	IDC LED PANEL 15" DIGITS W/SLOW DOWN	EA	1	$ 800.00	$800.00
136	IDC POLYCARBONATE WINDOW 15" DIGIT W/SLOW DOWN	EA	1	$ 200.00	$200.00

137	IDC 15" (30" X 42") DIAMOND GRADE FLORESCENT YELLOW/GREEN	EA	1	$ 500.00	$500.00
138	HR LLC APPROACH-ONLY RADAR UNIT	EA	1	$ 1,225.00	$1,225.00
139	ASC SOLAR CHARGE CONTROLLER (8 AMP)	EA	1	$ 300.00	$300.00
140	IDC DEVISE/MANAGER, CONTROLLER BOARD, PROGRAMMABLE WIRELESS	EA	1	$ 700.00	$700.00
141	MORNINGSTAR/SUNSAVER SOLAR CHARGE CONTROLLER (10 AMP)	EA	1	$ 700.00	$700.00
142	55 WATT, SOLAR POWER PANEL KIT COMPLETE FOR SPEED CHECK DISPLAYS	EA	1	$ 1,650.00	$1,650.00
143	SOLAR PANEL RACKING	EA	1	$ 230.00	$230.00
144	SOLAR POLE-MOUNTED BATTERY BOX	EA	1	$ 525.00	$525.00
	EMERGENCY GENERATOR POWER HOOK-UP:				
145	(INC PRE-ASSEMBLED HARNESS/GASKET/CLAMP/SPLICE/PER FDOT D-3 SPEC)	AS	1	$ 500.00	$500.00
	MISCELLANEOUS SIGNALIZATION EQUIPMENT:				
146	PEEK DOUBLE DIAMOND NEMA/TS-1/CMU	EA	1	$ 1,300.00	$1,300.00
147	EDI CONFLICT MONITOR	EA	1	$ 835.00	$835.00
148	LOAD SWITCH	EA	200	$ 40.00	$8,000.00
149	FLASH TRANSFER RELAY	EA	25	$ 40.00	$1,000.00
150	SURGE ARRESTOR (CLOSED LOOP COMMUNICATION LINE)	EA	1	$ 100.00	$100.00
151	SOLAR SYSTEM/12V SEALED BATTERY 55 AMP	EA	10	$ 450.00	$4,500.00
152	SOLAR SYSTEM/12V SEALED BATTERY 105 AMP	EA	10	$ 600.00	$6,000.00
153	POWER SUPPLY/PEEK NEMA PS 100	EA	1	$ 800.00	$800.00
154	CABINET FAN	EA	10	$ 30.00	$300.00
155	POLICE MANUAL CONTROL BUTTON	EA	1	$ 112.00	$112.00
156	PEDESTRIAN ISOLATOR BOARD (TCS CABINET)	EA	1	$ 600.00	$600.00
157	PEDESTRIAN ISOLATOR BOARD (PEEK NEMA CABINET)	EA	10	$ 300.00	$3,000.00
158	¼" NAIL-IN ANCHOR/EA	EA	200	$ 1.00	$200.00
159	BLACKTOP PATCH	EA	50	$ 10.00	$500.00
160	#12 FORK TERMINALS	EA	1000	$ 0.40	$400.00
161	TIE WRAPS	EA	1000	$ 0.50	$500.00
162	#6 THHN WIRE	LF	100	$ 1.50	$150.00
163	SEOW OR "SO" 10-3, AWG COPPER CABLE	LF	500	$ 1.00	$500.00
164	HAND HOLE COVER (MAST ARM)	EA	10	$ 300.00	$3,000.00
165	FOUNDATION (CONTROLLER CABINET)	EA	5	$ 500.00	$2,500.00
166	CONCRETE PAD	EA	5	$ 300.00	$1,500.00
167	24"X48" CONCRETE BASE W/GROUND ROD	EA	10	$ 800.00	$8,000.00
168	ANCHOR BOLTS	EA	100	$ 15.00	$1,500.00
169	EDI, PS 200 SHELF/POWER SUPPLY	EA	5	$ 665.00	$3,325.00
170	EDI, TS-2 TYPE 1, BUS INTERFACE UNIT CARD	EA	10	$ 500.00	$5,000.00
171	MISCELLANEOUS CONCRETE	SY	100	$ 120.00	$12,000.00
	BID SCHEDULE 2 TOTAL:				**$901,425.00**
				TOTAL BID	**$2,193,548.00** *
PERFORMANCE & PAYMENT BOND, IF REQUIRED PER TASK (NOT TO BE INCLUDED IN EVALUATION FOR "LOW BID")		Per $1000			

*Bid Schedule 1 Total and Total Bid corrected to reflect unit prices.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 22, 2019

William D. Wilson, Vice President
Ingram Signalization, Inc.
4522 North Davis Highway
Pensacola, FL 32503

RE: **Contract Renewal for PD 16-17.083, Signal Response Maintenance**

Dear Mr. Wilson:

The current awarded period on above referenced contract is due to expire February 21, 2019. There is a provision for an extension in this contract. I am inquiring to see if you would be interested in extending the contract, noted above, for an additional twelve (12) months.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not extending the contract for twelve (12) months. I will need the signed letter returned, not later than 2:00 p.m., January 25, 2019.

If you have any questions, please feel free to call Emily D. Weddington, 850-595-4987.

Sincerely,

Emily D. Weddington, CPPB
Purchasing Coordinator

I want to extend the current contract PD 16-17.083, Signal Response Maintenance, for an additional twelve (12) months at the same terms and conditions.

✓ Yes ___ No _____ 1/22/2018
Signature Date

William D. Wilson _____ Vice-President _____
Printed Name of Signer Title of Signer

Comments:

_____

_____

_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15477 **County Administrator's Report 12. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: First Year Option to Renew for Security Officer Services for Entrances of the M.C. Blanchard Judicial Center and the T. Bruno Juvenile Center
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning First Year Option to Renew for Security Officer Services for Entrances of the M.C. Blanchard Judicial Center and the T. Bruno Juvenile Center - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the utilization of the first of four possible one-year renewal periods, as outlined in Section 2, Term, of the Agreement for Security Officer Services with Dynamic Security Services, Inc., for Security Officer Services at the entrances for the following locations: the M.C. Blanchard Judicial Center and the Theodore F. Bruno Juvenile Justice Center. The recommendation is for the renewal to be retroactive to September 21, 2018. The original Agreement was approved by the Board on September 21, 2017.

[Funding: Fund 115, Court Security Article V, Cost Center 410505, Object Code 53401 Other Contractual Services]

BACKGROUND:

Approval of the Dynamic Security, Inc. Contract for Security Officer services is necessary to provide continuous security services at the entrances of the M.C. Blanchard Judicial Center and the T. Bruno Juvenile Center. These services are imperative to ensure security not only to courthouse personnel, but for members of the public entering and exiting these facilities as well.

BUDGETARY IMPACT:

Funding: Fund 115, Court Security Article V, Cost Center 410505, Object Code 53401 Other Contractual Services

LEGAL CONSIDERATIONS/SIGN-OFF:

The original agreement was prepared by Kristin D. Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Office of Purchasing will process the requisition and issue a Purchase Order.

Attachments

Fully-Executed Agreement

Contract Renewal Letter

Escambia County
Clerk's Original

9/21/2017 CAL II-30

Date: 9/24/2017 Verified By:

AGREEMENT FOR SECURITY OFFICER SERVICES

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 Dynamic Security Services, Inc. (hereinafter referred to as "Contractor"), a foreign for profit corporation authorized to conduct business in the State of Florida, Federal Employer Identification Number 63-0743754, whose principal address is 1102 Woodward Avenue, Muscle Shoals, AL 35661.

WITNESSETH:

WHEREAS, an Invitation to Bidders was issued seeking the services of a contractor to perform security officer services for the M.C. Blanchard Judicial Center and the Theodore F. Bruno Juvenile Justice Center located in Pensacola, Florida; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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. The term of this Agreement shall commence on November 1, 2017, and expire on September 30, 2018. Upon mutual agreement of the parties, the agreement may be renewed for four (4) successive twelve (12) month periods.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in the scope of services, attached hereto as Exhibit A. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Cost Proposal, attached hereto as Exhibit B.

5. Method of Payment/Billing. Contractor may submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. This Agreement may be immediately terminated for cause by County or terminated for convenience upon providing thirty (30) days' written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' written

notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor, and Contractor's employees shall not be construed as employees of the County. Contractor shall not hold itself out as an employee, agent or servant of

the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Contractor
Dynamic Security Services, Inc.
Attention: John Riddle, Pres.
1102 Woodward Avenue
Muscle Shoals, AL 35661

To: Escambia County
Office of County Administrator
Attn: County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator

221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. 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.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

18. ACA Reporting Requirements. Contractor agrees to provide all information as may be required for the County to meet annual reporting requirements regarding the Affordable Care Act (ACA) including whether insurance coverage was offered to an employee and his/her children; whether the coverage provided minimum value; the employee's required monthly contribution for the lowest-cost, self-only medical plan providing minimum value; the calendar months during which an employee (and his or her child(ren), if any) was offered coverage; and the calendar months during which an employee was enrolled in the Contractor's coverage.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D.B. Underhill, Chairman

Date: 9/21/2017

BCC Approved: 9/21/2017

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

CONTRACTOR: DYNAMIC SECURITY SERVICES, INC.

_____
By: John C. Riddle, President

Date: 9-15-17

ATTEST:

By: _____
Corporate Secretary

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 9/18/17

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: _____ D.C.
DATE: September 22, 2017

MANPOWER AND GENERAL REQUIREMENTS

The bidder must identify key personnel to be assigned to the project, their qualifications, education and representation experience.

The contractor shall provide security guard services for the screening of public upon entrance and the operation of metal detectors and X-Ray equipment at the M. C. Blanchard Judicial Building located at 190 Government Street, Pensacola, Florida and Theodore F. Bruno Juvenile Justice Center located at 1800 St. Mary Street, Pensacola, Florida.

Two walk-through metal detectors and one X-ray machine are located at the primary public entrance of the M. C. Blanchard Judicial Center (Baylen Street) and one walk-through metal detector and one X-ray machine at the South entrance (Main Street) close to the public disability parking. The South entrance will be utilized for persons with disabilities, employees, deliveries, contractor check-in/out, and plain clothed law enforcement check-in/out.

One walk-through metal detectors and one X-ray machine will be located at the primary public entrance Theodore F. Bruno Juvenile Justice Center.

On-site security officer supervisor will be required at the M.C. Blanchard Judicial Center during normal business hours only. The supervisor shall supervise security officers at both locations.

At all times during normal business hours, no fewer than four security officers, two of which shall be armed, shall be located at the primary entrance of the M.C. Blanchard Judicial Center and one armed and one unarmed security officer shall be located at the South entrance of the M.C. Blanchard Judicial Center.

At all times during normal business hours, no fewer than two security officers, one of which shall be armed, shall be located at the primary entrance of the T. Bruno Juvenile Justice Center.

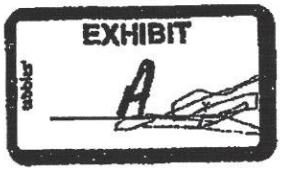
Public entrance protocols, disability entrance protocols, employees entrance protocols, delivery entrance protocols, contractor entrance protocols, and plain clothed law enforcement entrance protocols at both the M.C. Blanchard Judicial Building and Theodore F. Bruno Juvenile Justice Center will be established by Court Administration and provided to the contractor.

Protocols relative to the security officer's use of a firearm within both facilities will be established by Court Security and approved by the contractor.

If necessary, operator training relative to the existing security equipment will be provided by Court Administration.

Hours of coverage for the M.C. Blanchard Judicial Center will be from 7:00 a.m. to 5:30 p.m., Monday through Friday.

Hours of coverage for the T. Bruno Juvenile Justice Center will be from 7:30 a.m. to 5:30 p.m., Monday through Friday.



Irregular hours for the M.C. Blanchard Judicial Center will be every Tuesday & Thursday when the facility opens at 6:30am for early Court.

Irregular hours for both facilities may occur on any given day based on Court needs and operations.

The bidder shall review the flow of traffic to determine the staffing requirements to maintain adequate coverage during the hours of operation so as not to cause undue delay for persons entering the building. Average public entrance at the M.C. Blanchard Judicial Center is 1,000 persons per day. Average employee entrance, to include disability, contractors, and plain clothed law enforcement, at the M.C. Blanchard Judicial Center is 300 persons per day. Average public entrance at the T. Bruno Juvenile Justice Center is 300 persons per day

SPECIFIC REQUIREMENTS OF THE SECURITY OFFICERS

The contractor shall provide security officers as requested by Court Administration.

The security officers shall be neat and clean in attire and person and shall always wear a uniform and badge while on duty.

The security officers shall perform all general security duties in accordance with the instructions furnished by the Court Administration.

The contractor's security officers shall, at a minimum, maintain an hourly shift log and a floor inspection log.

The duties of the security officers shall not be limited to those listed herein and are subject to change at the reasonable discretion of the Court Administration and approved by the contractor.

OTHER REQUIREMENTS

The contractor shall provide uniforms, badges and firearms (if required) to the security officers.

The contractor shall obtain prior approval from Court Administration on the style and color of uniforms.

The contractor shall provide the appropriate clothing to the security officers for all types and weather.

The contractor shall be a licensed security contractor in the State of Florida

The contractor shall have a minimum of five (5) year work history.

The contractor shall have a minimum of two (2) years courthouse, state or federal, experience.

Security officers shall be employees of the contractor.

The contractor shall assume all financial responsibilities for security officers furnished for the contract including but not limited to: all salaries, all payroll costs, all training cost, all equipment and uniforms, all Social Security Taxes, all Federal and State Unemployment Insurance, any and all similar taxes and expense related to security officers.

The contractor will be required to fully comply with all applicable federal, state, and local regulations and laws.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 22, 2019

John Riddle, President
Dynamic Security Services, Inc.
1102 Woodward Avenue
Muscle Shoals, AL 35661

RE: **Contract Renewal for Security Officer Services**

Dear Mr. Riddle:

The current awarded period on above referenced contract expired September 30, 2018. There is a provision for an extension in this contract. I am inquiring to see if you would be interested in extending the contract, noted above, for an additional twelve (12) months.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not extending the contract for twelve (12) months. I will need the signed letter returned, not later than 2:00 p.m., January 25, 2019.

If you have any questions, please feel free to call Emily D. Weddington, 850-595-4987.

Sincerely,

Emily D. Weddington

Emily D. Weddington, CPPB
Purchasing Coordinator

I want to extend the current contract for Security Officer Services, for an additional twelve (12) months at the same terms and conditions.

✓ Yes ___ No _____ 1-22-19
Signature Date

John Riddle — President
Printed Name of Signer Title of Signer

Comments:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15544 **County Administrator's Report 12. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: Contract Award for Collection and Disposal of Household Hazardous Waste
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for PD 18-19.010, Collection and Disposal of Household Hazardous Waste - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the Acting County Administrator to sign the Agreement between Escambia County and Perma-Fix of Florida, Inc., per the terms and conditions of PD 18-19.010, Collection and Disposal of Household Hazardous Waste, providing for the collection and disposal of hazardous waste materials from County households, on an as-needed basis, authorizing an annual amount of $200,000.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services]

BACKGROUND:

The Perdido Landill operates a Household Hazardous Waster Program which receives hazardous materials from resident of Escambia County. Once received by the County, the materials are then separated by type, packaged, and manifests are created. The packaged materials are then transported by the awarded vendor to a permitted Treatment and Disposal Facility.

The legal advertisement for this Invitation to Bid was published in the Pensacola News Journal on December 03, 2018. Bids were received from four firms on January 17, 2019. Perma-Fix of Florida, Inc. was determined to be the lowest, most resposible bidder.

BUDGETARY IMPACT:

Funding: Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Kristin 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.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the County Attorney's prepared Agreement and Purchase Order.

The Waste Services Department shall serve as the County Administrator's designee as Owner's Representative for contract administration and management for this solicitation.

Attachments

Solicitation
Addendum 1
Addendum 2
Addendum 3
Recommendation to Award Determination Checklist
Agreement

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

COLLECTION AND DISPOSAL SERVICES FOR HOUSEHOLD HAZARDOUS WASTE
SPECIFICATION NUMBER PD 18-19.010

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, JANUARY 14, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, December 18, 2019**

Board of County Commissioners
Lumon J. May, Chairman
Robert R. Bender, Vice Chairman
Jeff Bergosh
Steven Barry
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local

businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
COLLECTION AND DISPOSAL SERVICES FOR HOUSEHOLD HAZARDOUS WASTE
SPECIFICATION PD 18-19.010

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

COLLECTION AND DISPOSAL SERVICES FOR HOUSEHOLD HAZARDOUS WASTE
PD 18-19.010

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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IMPORTANT NOTICE

THE BID FORM FOR THIS SOLICITATION IS NOW LOCATED ON THE ATTACHED EXCEL SPREADSHEET: "*PD 18-19.010 Bid Form*".

BIDDERS ARE REQUIRED TO COMPLETE THE BID FORM ON THE SPREADSHEET AND PRINT IT FOR SIGNATURE.

THE PRINTED BID FORM MUST BE SUBMITTED WITH AN ORIGINAL SIGNATURE OR THE BID WILL NOT BE ACCEPTED.

THE EXCEL SPREADSHEET MUST BE COMPLETED AND SUBMITTED VIA ELECTRONIC FORMAT (CD OR FLASH DRIVE)

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:

- Escambia County Operational License (Hazardous Waste Removal)
- Florida Department of Environment Protection (FDEP) Hazardous Waste Removal Permit

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____, 20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.010, "Collection and Disposal Services for Household Hazardous Waste", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work

Escambia County, Florida, is seeking the service of a properly licensed and insured hazardous waste transportation, storage, and disposal firm to assist the County in conducting certain activities pertaining to the collection, identification, packaging, manifesting, and transportation of materials to a permitted Transfer Storage and Disposal (TSD) facility for recycling, treatment, and disposal of household chemicals collected through regular operation of the County's Household Hazardous Waste (HHW) Facility or through Amnesty Day-type events.

The County requests that Contractors meeting the qualifications outlined in the Solicitation provide bids for costs for services indicated. The Contractor understands that the County has the exclusive right to reject any and all bidders at its sole discretion and shall be held harmless from any claims by the bidders, resulting in losses due to the County failing to award a contract. In submitting a bid to the County, the bidder agrees to the terms and conditions outlined in this Invitation to Bid.

The County does not guarantee quantities of participants, events, or waste.

A. Services

1) **Amnesty Day** – Implement services at a designated site within the County for the collection, identification, packaging, manifesting, shipping, and proper treatment or disposal of household chemicals. The County currectly offers five events per year, with attendance around 300-400 participants for each event.

2) **Shed Clean-Out** – Provide services to pack, manifest, ship, and properly dispose of household chemicals collected at the Perdido Landfill collection facility. The County currently requests approximately three (3) Shed Clean-Out events per year. Amounts will vary from 40-50 drums and 4-6 Gaylord Boxes/Lab Packs.

3) **Transportation and Disposal Services** – Collect bulked or lab-packed chemicals from the Perdido Landfill Household Chemical Collection Facility, manifest, and ship to the proper treatment or disposal facility to recycle, treat, or dispose of household chemicals.

B. Experience

The Contractor shall have successfully conducted a minimum of ten (10) Household Chemical Collections within the past four (4) years, and have a permitted transfer, storage, and disposal facility in the State of Florida. The events must be documented and verifiable. Also, the Contractor shall have experience responding to Hazmat emergency events.

C. Professional Image

The Contractor will demonstrate the ability to maintain a professional image. Clean, well-maintained equipment operated by uniformed Contractor employees is expected. All employees working on County property or at a County-sponsored collection event are expected to wear proper Personal Protective Equipment (PPE) when handling any chemical.

D. Licenses and Permits

1) The Contractor shall be duly licensed as required by the State of Florida to transport and dispose of hazardous waste and be in possession of valid and current United States Environmental Protection Agency (USEPA) Identification Number indicated the same. The transporter shall meet current applicable standards for transporting hazardous waste as found in Chapter 62-730 F.A.C.

2) The Contractor shall be duly licensed as required by any regional jurisdiction, such as the possession of an occupational license, or any other license or permit which may be required. The Contractor shall be required to determine if any special or specific license or permit is required for participation in activites defined in the Invitation to Bid.

3) The Contractor shall deliver household chemicals for consolidation, treatment, storage, or disposal to facilities which have obtained and maintain a permit from the USEPA and/or state or local regulatory authority to perform such activities. The Contractor shall identify in its proposal the names, addresses, USEPA Identification Number, the contact person(s), and telephone numbers of the facilities which it will utilize in properly managing the waste materials identified in the Invitation to Bid.

4) As part of its bid, the Contractor shall:

   a. Provide a list containing any and all violations, enforcement actions, fines over the amount of Five Thousand Dollars ($5,000.00), or any other infractions in which the destination facility or facilities received in the last three (3) years of operation.

   b. Disclose any instance of being denied a permit or license for the conduction of a household chemical collection event in the last three (3) years.

   c. Supply written notice to the County of any regulatory notice or

citation issued to any transporter or TSD used by the County within ten (10) days of issue.

Damages, penalties, and/or fines imposed on or incurred by the County due to the Contractor's failure to obtain and keep current any required license or permit, or failure to comply with any law, ordinance, rule, regulation, or special condition applicable to the contract, or directly or indirectly relating to or resulting from the handling, identification, packaging, labeling, transportation, or disposal of all materials handled or managed by the Contractor, shall be borne by the Contractor.

3. Performance and Bonds

The County **shall** require the successful offeror(s) to furnish **separate performance and payment bonds for each Purchase Order**, under pledge of adequate surety and covering up to **100% of the dollar value of the Purchase Order** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Specialist, at JDLovingood@myescambia.com. Last day for questions will be January 03, 2019 at 5:00 p.m. CDT.

5. Bid Forms (Select One)

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, Pensacola, FL, 32502, in Conference Room # 11.407, December 18, 2018 at 2:00 PM CST.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

7. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1) The potential for fire, explosion, corrosiveness and reactivity;

2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3) The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

8. Safety Regulations

Equipment and handling of all submitted materials shall meet all state and federal safety regulations.

9. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

10. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. Protection of Property/Security

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

12. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the bid form(s) to the best of our knowledge. All costs shall be the responsibility of the awarded firm.

13. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for up to two (2) additional twelve (12) month periods, up to a maximum thirty-six (36) months, upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

   Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. Pricing

All items billed to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

15. Price Adjustment

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

16. Changes - Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

17. Termination

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

18. Licenses, Certifications, Registrations

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

19. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

20. Award

Award shall be made on an "all-or-none total" basis.

21. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

22. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

23. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Non-Contract Insurance Requirements

24. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review

these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down

to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Commercial General Liability Coverage Project Aggregate

Because the commercial general liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of $1,000,000.00 is required by the County for this agreement or contract.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

25. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

December 04, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.010 Collection and Disposal Services for Household Hazardous Waste

All:

Your firm recently received a Request for Letters of Interest for the above-mentioned specification.

This Addendum Number 1 provides additional bid information regarding personnel which should be filled out below and submitted with your bid along with the information requested in the solicitation and Excel spreadsheet.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

213 South Palafox Place, 2nd Floor • Pensacola, Florida 32502
P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

Amnesty Day Event

Mobilization Cost per One-Day Event: $_____

Minimum Number of Personnel Needed:

Chemist	1
Technician	1
Worker	1
Driver	1

Shed Clean-Out Services

Mobilization Cost per One-Day Event: $_____

Minimum Number of Personnel Needed:
(Include Level of Training or Education)

Chemist	1
Technician	
Worker	
Driver	1

Transportation and Disposal Services

Mobilization Cost per One-Day Event: $_____

Minimum Number of Personnel Needed:
(Include Level of Training or Education)

Chemist	
Technician	
Worker	
Driver	1

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

December 11, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.010 Collection and Disposal Services for Household Hazardous Waste

All:

Your firm recently received a Request for Letters of Interest for the above-mentioned specification.

This Addendum Number 2 provides for the following revision of Special Terms and Conditions Section 2, Scope of Work, Item "B", Experience:

> The Contractor shall have successfully conducted a minimum of ten (10) Household Chemical Collections with the past four (4) years, and have a permitted transfer, storage, and disposal facility in the ~~State of Florida~~ **United States**. The events must be documented and verifiable. Also, the Contractor shall have experience responding to Hazmat emergency events.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 10, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 18-19.010 Collection and Disposal Services for Household Hazardous Waste

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

This Addendum Number 3 provides for the following updates:

- The Bid Opening Date is being moved from ~~January 14, 2018 at 2:00 PM CST~~, to **January 17, 2019 at 3:00 PM CST**.
- Several questions have been submitted and the responses are listed on the following pages.
- Invoices were requested for services provided by the previous vendor. Those invoices are included in the pages that follow.
- The Excel spreadsheet Bid Form – Unit Prices Tab had certain cells locked which require data from the vendor. Those cells have been unlocked and have been uploaded to Vendor Registry for download by those submitting bids. All bids must be submitted using the new Excel Spreadsheet Bid Form.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

JDL

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

Answers to Questions Submitted:

Q1. Please confirm that the Amnesty Day events, Shed Clean-Outs, and Transportation and Disposal Services all utilize the same price schedule given in the Excel spreadsheet. Please indicate if there are cases where the awarded vendor is required to provide packing supplies such as drums and vermiculite (Amnesty Day/Shed Clean-Out?), and other cases where the awarded vendor is not required to provide packing supplies (transportation and disposal?).

A1. Please use the same pricing schedule for all services and bid Amnesty Day events and Shed Clean-Outs to include staff and operating supplies as needed to complete event support.

Q2. In the Invitation to Bid, frequency of service for the Amnesty Day and Shed Clean-Outs were provided. Please provide the frequency of service for the Transportation and Disposal Services.

A2. The County had six (6) Transportation and Disposal visits this last fiscal year. We do not guarantee a minimum amount of service required.

Q3. What are the operating hours for the Amnesty Day events? If they vary, please add a per-hour on-site labor line to the bid for this service.

A3. Events are from 8:00 AM through 12:00 PM (noon). The hours do not vary.

Q4. How did the most recent vendor staff the Amnesty Day events?

A4. One (1) Chemist and six (6) Techs.

Q5. Does the County provide roll-off containers or other means of management for garbage and cardboard at the Amnesty Day events?

A5. Yes.

Q6. Does the County provide any volunteers at the Amnesty Day events? If yes, how many are anticipated and what services do the provide?

A6. Yes, usually fifteen (15) minimum. These are County Officers and inmate crews providing traffic control, unloading of participants, etc.

Q7. What is the expected time on-site to complete the Shed Clean-Out?

A7. Shed Clean-Out is for Oxidizers only and typically takes two (2) hours maximum. This does not typically vary. This visit can also be coordinated with an Amnesty Day event, usually held the day before.

Q8. How did the most recent contractor staff the Shed Clean-Out events?

A8. One (1) Chemist.

Q9. How will the cost of service be evaluated? Will the unit costs be summed? Will the price schedules be compared to a standard inventory?

A9. The Base Bid amount shown on the Bid Form tab of the Excel spreadsheet is the sum of all unit prices. While the formula cannot be changed by firms, the formula can be viewed by clicking cell E103 on the Unit Pricing tab.

Q10. Please provide waste profiles for any of the line items indicated as shipping in bulk.

A10. The County will not be providing waste profiles for this solicitation.

Q11. Please confirm that all waste received by the awarded firm will be household-generated waste.

A11. The County only accepts household hazardous waste. The County does not even accept Conditionally exempted Small Quantity Generators.

Q12. Performance bonds incur a cost on an annual basis. Please confirm that item 30 will be billable annually.

A12. The County considers Performance Bonds a part of the standard cost of business for firms. The firm's bond rating is their own and the County cannot be held liable for a firm's high bond cost. Unit Pricing posted shall include all of the firm's associated costs for doing the work.

Q13. Please provide the volume of dioxins that were shipped in fiscal year 2017-2018.

A13. Zero

Q14. Please clarify the reactive pricing format on item 25. Is the County looking for per-pound pricing with container minimums?

A14. Please disregard the per-pound heading on item 25 and bid on the cost per container.

Q15. Please confirm that item 29 does not include any DEA controlled substances.

A15. The County does not accept DEA controlled substances or medications.

AGREEMENT FOR COLLECTION AND DISPOSAL SERVICES FOR HOUSEHOLD HAZARDOUS WASTE PD 15-16.031

THIS AGREEMENT is made this 19th day of May, 2016, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Perma-Fix of Florida, Inc. (hereinafter referred to as "Contractor"), a Florida for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-3241888, and whose principal address is 1940 NW 67th Place, Gainesville, FL 32653.

WITNESSETH:

WHEREAS, on March 14, 2016, the County issued an Invitation to Bidders (PD 15-16.031) seeking the services of a contractor to perform household hazardous waste collection and disposal services; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of thirty-six (36) months. The total duration of this agreement shall not exceed the duration of three years.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Collection and Disposal Services for Household Hazardous Waste, Specification No. P.D. 15-16.031, attached hereto as **Exhibit "A"**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form dated March 30, 2016, attached hereto as **Exhibit "B"**.

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND BID FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
Paul Nobles, CPPO, CPPB, FCN, FCCM
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-1980 Fax No: (850) 595-4805

Invitation to Bid

Collection and Disposal Services for Household Hazardous Waste

SOLICITATION NUMBER: PD 15-16.031

SOLICITATION

MAILING DATE: Monday, March 14, 2016
PRE-BID CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m. CST, Thursday, March 31, 2016 and may not be withdrawn within 20 days after such date and time

POSTING OF SOLICITATION TABULATIONS

[illegible] will be posted for review in a conspicuous place in the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to protest the award within such time period shall constitute a waiver of any right to protest the award or the bid/proposal specifications. Protests shall be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 59-3241882

TERMS OF PAYMENT: Net 30

DELIVERY DATE SHALL BE 14 DAYS AFTER RECEIPT OF PURCHASE ORDER

VENDOR NAME: Perma-Fix of Florida, Inc.

REASON FOR NO OFFER

ADDRESS: 1940 NW 67th Place

CITY, ST. & ZIP: Gainesville, FL 32653

PHONE NO.: (352) 373-6066

BID BOND ATTACHED $ N/A

EMAIL: gbyer@perma-fix.com

[illegible] Vendor hereby agrees to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified and in accordance with the terms and conditions of this solicitation. Vendor has read and understands all terms and conditions contained herein. Vendor certifies that the prices offered were independently arrived at without collusion, consultation, communication or agreement with any other bidder or competitor relating to any matter with respect to this solicitation. Vendor certifies that the person signing this bid/proposal is authorized to bind the vendor to the prices offered herein.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPED OR PRINTED)

** Gilbert Byer

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER

** *Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.*

BID FORM

Full Amnesty Day Event:

Mobilization cost per one day event (one day = 12 hours): $ 4,900.00

Shed Clean-Out Services:

Mobilization cost per one day event (one day = 12 hours): $ 1,450.00

Transportation and Disposal Services:

Mobilization cost per one day event (one day = 12 hours): $ 0.00

EXHIBIT 8

Disposal of Wastes Targeted for Collection: The Contractor proposes to charge the County the following costs for the below listed wastes targeted for collection. Also, the Contractor shall identify the disposal method for each waste using the following codes:

(T) Hazardous waste treatment
(L) Hazardous waste landfill
(I) Hazardous waste incineration
(F) Fuel blending
(R) Recycling

The County does not guarantee quantities of waste.

Bulk Container Disposal

1.) **Flammable Liquid, Low Chlorine, Bulk**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	F	$ 95.00
30 Gallon	F	$ 75.00
5 Gallon	F	$ 25.00

2.) **Flammable Liquid, High Chlorine, Bulk**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	F	$ 95.00
30 Gallon	F	$ 75.00
5 Gallon	F	$ 25.00

3.) **Flammable Liquid, Low Chlorine, Lab-Pack**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	F	$ 50.00
30 Gallon	F	$ 35.00
5 Gallon	F	$ 25.00

4.) **Flammable Liquid, High Chlorine, Lab-Pack**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	F	$ 50.00
30 Gallon	F	$ 35.00
5 Gallon	F	$ 25.00

5.) **Flammable Liquid, Poison**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	F	$ 50.00
30 Gallon	F	$ 35.00
5 Gallon	F	$ 25.00

6.) **Flammable Solids, Lab-Pack**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	F/I	$ 285.00
30 Gallon	F/I	$ 210.00
5 Gallon	F/I	$ 75.00

7.) **Aerosol Cans**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	I	$ 305.00
30 Gallon	I	$ 235.00
5 Gallon	I	$ 80.00

8.) **Hazardous Waste, Liquid or Solid, Lab-Pack**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	F/I/T	$ 100.00
30 Gallon	F/I/T	$ 75.00
5 Gallon	F/I/T	$ 25.00

9.) **Poisonous Material, Liquid or Solid, Lab-Pack**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	I	$ 335.00
30 Gallon	I	$ 260.00
5 Gallon	I	$ 115.00

10.) **Corrosive Material, Lab-Pack**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	T	$ 75.00
30 Gallon	T	$ 65.00
5 Gallon	T	$ 25.00

11.) **Oxidizers, Liquid, Bulk**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	T	$ 395.00
30 Gallon	T	$ 295.00
5 Gallon	T	$ 195.00

12.) **Oxidizers, Liquid or Solid, Lab-Pack**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	I/T	$ 585.00
30 Gallon	I/T	$ 450.00
5 Gallon	I/T	$ 165.00

13.) **Pesticides or Herbicides, Liquid or Solid, Lab-Pack**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	I	$ 335.00
30 Gallon	I	$ 260.00
5 Gallon	I	$ 115.00

14.) **Cyanides or Sulfides, Lab-Pack**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	I	$ 395.00
30 Gallon	I	$ 295.00
5 Gallon	I	$ 195.00

15.) **Batteries, Dry Cell**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	R	$ 385.00
30 Gallon	R	$ 235.00
5 Gallon	R	$ 65.00

16.) **Batteries, Lead Acid**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	R	$ 0.00
30 Gallon	R	$ 0.00
5 Gallon	R	$ 0.00

17.) **Used Oil**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	R/F	$ 95.00
30 Gallon	R/F	$ 75.00
5 Gallon	R/F	$ 25.00

18.) **Antifreeze, Bulk Liquid**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	R	$ 110.00
30 Gallon	R	$ 95.00
5 Gallon	R	$ 25.00

19.) **Latex Paint, Bulk Liquid**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	T	$ 115.00
30 Gallon	T	$ 95.00
5 Gallon	T	$ 15.00

20.) **PCB Liquids, Bulk**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	R/I	$ 750.00
30 Gallon	R/I	$ 550.00
5 Gallon	R/I	$ 195.00

21.) **PCB's Lab Pack**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	R/I	$ 395.00
30 Gallon	R/I	$ 295.00
5 Gallon	R/I	$ 195.00

22.) **Dioxin, Liquid or Solid, Lab-Pack**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	I	$ 75.00
30 Gallon	I	$ 65.00
5 Gallon	I	$ 25.00

23.) **Non Regulated Soups, Polishes, and Others**

Size of Container	Disposal Method	Cost Per Container
55 Gallon	T	$ 115.00
30 Gallon	T	$ 95.00
5 Gallon	T	$ 25.00

24.) **Oil Based Paint, pints/quarts**

Size of Container	Disposal Method	Cost Per Container
Cuyd Gaylord type box	F	$ 590.00
55 Gallon	F	$ 185.00
30 Gallon	F	$ 135.00
5 Gallon	F	$ 25.00

25.) **Reactives, Solid, lbs**

Size of Container	Disposal Method	Cost Per Container
Cuyd Gaylord type box	I	$ 400.00
55 Gallon	I	$ 395.00
30 Gallon	I	$ 295.00
5 Gallon	I	$ 225.00

26.) **Mercury, Elemental**

Size of Container	Disposal Method	Cost Per Container
30 Gallon	R	$ 0.00
5 Gallon	R	$ 0.00

27.) **Mercury Containing Devices**

Size of Container	Disposal Method	Cost Per Container
30 Gallon	R	$ 635.00
5 Gallon	R	$ 215.00

28.) **Other Waste not specified** - Bulk Corrosive Liquids

Size of Container	Disposal Method	Cost Per Container
Cuyd Gaylord type box / Tote Tank	T	$ 900.00
55 Gallon	T	$ 335.00
30 Gallon	T	$ 235.00
5 Gallon	T	$ 75.00

29.) **Universal Waste, Prescription Medication, liquid or solid**

Size of Container	Disposal Method	Cost Per Container
10 Gallon		$ 195.00
5 Gallon		$ 125.00

30.) **Performance and Payment Bond per $1000.00** $ 300.00

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number P94000016968

Occupational License No. 18355

Florida DBPR Contractor's License, Certification and/or Registration No. FLD980711071

Type of Contractor's License, Certification and/or Registration FLD980711071

Expiration Date: June 8, 2020

Person to contact concerning this bid:

Name: Glenn S. Byer

Phone: (813) 368-2817; (352)373-6066

Email: gbyer@perma-fix.com

Person to contact for emergency service:

Name: Glenn S. Byer

Phone: (813)368-2817

Email: gbyer@perma-fix.com

PermaFix environmental services

INVOICE

CLERK OF COURT AND COMPTROLLER
HON PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA FL 32502-5843

INVOICE NUMBER	71-842420
INVOICE DATE	04/30/2018
BILL NUMBER	9953
SHIPMENT DATE	04/20/2018
TERMS	30 DAYS
SHIPMENT NO	PG-155GB

EMAIL INVOICE: ESCAMBIA.INVOICES@ESCAMBIACLERK.COM

PO#: 180420

BAILEY MIDDLE SCHOOL AMNESTY DAY EVENT

QTY	SEGMENT	TYPE		DRUM SIZE	UNIT PRICE	TOTAL AMOUNT
1	WS	MOBILIZATION	*FULL AMNESTY DAY EVENT*	PER DAY	4,900.00	4,900.00
						4,900.00
3	LP	60494	*FLAMMABLE SOLIDS ADHESIVE ,LABPACK*	55	285.00	855.00
3	LP	60485	*AEROSOL CANS*	55	305.00	915.00
2	LP	60980	*OIL BASED PAINT-LAB PACK*	55	185.00	370.00
1	LP	60980	*OIL BASED PAINT-LAB PACK*	CYB	590.00	590.00
8	LP	61164	*LATEX PAINT (PG-149)*	CYB	402.50	3,220.00
2	LP	61164	*LATEX PAINT (PG-149)*	55	115.00	230.00
						6,180.00
1	HF	60488	*FLAMMABLE LIQUID, BULK (NON HALOGEN)*	55	95.00	95.00
						95.00
1	CN	60486-T	*CORROSIVE LIQUIDS (BASIC), BULK*	55	335.00	335.00
1	CN	60487-T	*CORROSIVE LIQUIDS (ACIDIC), BULK*	55	335.00	335.00
3	CN	60491-T	*PESTICIDES OR HERBICIDES, LIQUID, LABPACK*	55	335.00	1,005.00
1	CN	60492-T	*PESTICIDES OR HERBICIDES, SOLID, LABPACK*	55	335.00	335.00
1	CN	60489-T	*OXIDIZERS, LIQUID OR SOLID, LABPACK*	55	565.00	565.00
						2,695.00
			TOTAL FOR DRUM PICK UP (4/7/2018)			
			TOTAL FOR AMNESTY DAY EVENT (4/7/2018)			13,770.00

WE ACCEPT MAJOR CREDIT CARD

TOTAL AMOUNT $13,770.00

REMIT TO: PERMA-FIX ENVIRONMENTAL SERVICES, INC.
P.O. BOX 676390
DALLAS, TX 75267-6390
(352) 373-6066

E-Mail Original
5.1.18

5/1/18

PermaFix environmental services

pg-153

April 11, 2018

Clerk of the Court & Comptroller
Hon. Pam Childers
221 Palafox Place, Suite 140
Pensacola, FL 32502-5843
Please e-mail invoice to: *escambia.invoices@escambiaclerk.com*

ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533
BAILEY MIDDLE SCHOOL AMNESTY DAY EVENT
04/07/18
P. O. #180420

Bailey Middle School Amnesty Day Event – 04/07/18:

Mobilization Cost – Full Amnesty Day Event	1 day @ $4,900.00	$4,900.00
Flammable Solids, Labpack	3 x 55 gal @ $285.00/each	$855.00
Flammable Liquid, Low Chlorine, Bulk	1 x 55 gal @ $95.00/each	$95.00
Oil Based Paint, Pints/Quarts	2 x 55 gal @ $185.00/each	$370.00
Aerosol Cans	3 x 55 gal @ $305.00/each	$915.00
Oil Based Paint, Pints/Quarts	1 x Cu Yd @ $590.00	$590.00
Pesticides or Herbicides, Liquid, Labpack	3 x 55 gal @ $335.00/each	$1,005.00
Pesticides or Herbicides, Solid, Labpack	1 x 55 gal @ $335.00	$335.00
Corrosives Liquids (Acidic), Bulk	1 x 55 gal @ $335.00	$335.00
Corrosives Liquids (Basic), Bulk	1 x 55 gal @ $335.00	$335.00
Oxidizers, Liquid or Solid, Labpack	1 x 55 gal $585.00	$585.00
Latex Paint, Bulk Liquid	8 x Cu Yd @ $402.50/each	$3,220.00
Latex Paint, Bulk Liquid	2 x 55 gal @ $115.00/each	$230.00
TOTAL FOR AMNESTY DAY EVENT (04/07/18)		**$13,770.00**

April 24, 2018

THIS LETTER IS CONFIRMATION YOUR WASTE WAS RECEIVED AT OUR FACILITY:

PERMA-FIX OF FLORIDA EPA ID# FLD980711071

ATTACHED IS THE DESIGNATED FACILITY TO GENERATOR COPY FOR YOUR RECORDS.

PLEASE RETAIN THIS AND THE ACCOMPANIED MANIFEST.

THANK YOU,

STAFF OF PERMA-FIX OF FLORIDA.

RECEIVED

APR 27 2018

WASTE SERVICES

1940 N.W. 67th Place ◇ Gainesville, Florida 32653 ◇ (800) 365-6066 ◇ Telephone (352) 373-6066 ◇ Fax (352) 372-8963 ◇ www.perma-fix.com/florida

PO#: PFSG

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator ID Number: FLD982120131
2. Page 1 of 1
3. Emergency Response Phone: 800-365-6066
4. Manifest Tracking Number: 017233647 JJK

5. Generator's Name and Mailing Address
ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533
850-937-2175
Generator's Phone:

Generator's Site Address (if different than mailing address)
ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533

6. Transporter 1 Company Name: GREEN ENTERPRISE, LLC — U.S. EPA ID Number: ALR0000 46581

7. Transporter 2 Company Name: Robbie D. Wood, Inc. (205) 744-8440 — U.S. EPA ID Number: ALD067138891

8. Designated Facility Name and Site Address
PERMA FIX OF FLORIDA, INC.
1940 N.W. 67TH PLACE
GAINESVILLE, FL 32653
800-365-6066
Facility's Phone:
U.S. EPA ID Number: FLD980711071

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
X	UN1950, Waste Aerosols, flammable, n.o.s., 2.1 ( )	003	DF	165	G	D001		
X	RQ UN1263, Waste Paint related material, 3, PGII ( )	001	CY	est. 500	P	D001	D035	
X	UN1993, Waste Flammable liquids, n.o.s.,(Acetone,Toluene), 3, PGII ( )	001	DM	00055	G	D001 F003	D018 F005	D035
X	UN3264, Waste Corrosive liquid, acidic, inorganic, n.o.s.,(Hydrochloric Acid,Sulfuric Acid), 8, PGIII ( )	001	DF	00055	G	D002		

14. Special Handling Instructions and Additional Information
9a.1: 60486 1) B2.0 W801 H141
9a.2: 60860 2) B5.0 W001 H061
9a.3 60486 3) B7.3 W204 H061
9a.4 60486-T
SO #: 78151933 Doc #: DV171339 Ref #:

1. ERG 126 AEROSOL CANS
2. ERG 128 LABPACK DRUM #1 (PAINT CANS)
3. ERG 128 FLAMMABLE LIQUIDS
4. ERG 154 MIXED INORGANIC ACID LIQUIDS

Notes(If Any): 4) B8.0 W105 H121

~~[illegible] ENV.~~
~~PO BOX 1044~~
~~LAKELAND FL 33802~~

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name: Patrick Wetherby — Signature: [signature] — Month 04 Day 07 Year 18

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

17. Transporter Acknowledgment of Receipt of Materials
Transporter 1 Printed/Typed Name: LONNIE Robinson — Signature: [signature] — Month 04 Day 07 Year 18
Transporter 2 Printed/Typed Name: CHARLIE CALY — Signature: [signature] — Month 04 Day 18 Year 18

18. Discrepancy
18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection
Manifest Reference Number:
18b. Alternate Facility (or Generator) — U.S. EPA ID Number
Facility's Phone:
18c. Signature of Alternate Facility (or Generator) — Month Day Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1.	2.	3.	4.
H141	H061	H061	H121 ~~H141~~

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a
Printed/Typed Name: Randy SELF — Signature: [signature] — Month 4 Day 20 Year 18

GENERATOR / INT'L / TRANSPORTER / DESIGNATED FACILITY

EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.

DESIGNATED FACILITY TO GENERATOR

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number FLD982120131	22. Page 2	23. Manifest Tracking Number 017233647 JJK

24. Generator's Name: ESCAMBIA COUNTY SOLID WASTE, 13009 BEULAH ROAD, CANTONMENT, FL 32533, 850-937-2175 — 13009 BEULAH ROAD, CANTONMENT, FL 32533

25. Transporter 1 Company Name: Green Enterprise — U.S. EPA ID Number: AIR000046581

26. Transporter ____ Company Name: — U.S. EPA ID Number:

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes		
X	UN3266, Waste Corrosive liquid, basic, inorganic, n.o.s.,(Sodium Hydroxide,Sodium Metasilicate), 8, II,	001	DF	00055	G	D002		
X	UN3021, Waste Pesticides, liquid, flammable, toxic, n. o.s., (Diazinon,Xylene), 3, (6.1), II,	003	DM	00165	G	D001 D016	D014 D020	D015 U036
X	UN2588, Waste Pesticides, solid, toxic, n.o.s (CARBARYL, ATRAZINE), 6.1, II,	001	DM	est 200	P	D004 D014	D008 D015	D013 D016
X	UN1133, Waste Adhesives, [containing a flammable liquid], 3, II,	003	DM	00165	G	D001	D035	
X	UN1479, Waste Oxidizing solid, n.o.s., 5.1, II,	001	DF	est 00125	P	D001		
	~~RQ, NON-REGULATED MATERIAL (LATEX PAINT)~~					0000		
X	RQ UN1263, Waste Paint Related Material, 3, PG II,	002	DM	0110	G	D001 D035		

32. Special Handling Instructions and Additional Information

1.) 60487-T 1) D50 D001 H141
2.) 60491-T 2,3) D50 D001 H141 — 154
3.) 60492-T D020 D031 U036 U061 U114 — 131
4.) 60494 — 151
5.) 60489-T 4) D50 D001 H061 — 140
6.) 61114 5) D50 D001 H141
7.) —
8.) 60980 8) D50 D001 H061
9.)

Document: DV171335

33. Transporter ____ Acknowledgment of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year
Randy Self	[signature]	4	20	18

34. Transporter ____ Acknowledgment of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

H141	H141	H141	H061	H141
H141	H040	H141	H141	H141
H141	H061			

GENERATOR / TRANSPORTER / DESIGNATED FACILITY

EPA Form 8700-22A (Rev. 3-05) Previous editions are obsolete.

DESIGNATED FACILITY TO GENERATOR

April 24, 2018

THIS LETTER IS CONFIRMATION YOUR WASTE WAS RECEIVED AT OUR FACILITY:

PERMA-FIX OF FLORIDA EPA ID# FLD980711071

ATTACHED IS THE DESIGNATED FACILITY TO GENERATOR COPY FOR YOUR RECORDS.

PLEASE RETAIN THIS AND THE ACCOMPANIED MANIFEST.

THANK YOU,

STAFF OF PERMA-FIX OF FLORIDA.

APR 27 2018

WASTE SERVICES

1940 N.W. 67th Place ◇ Gainesville, Florida 32653 ◇ (800) 365-6066 ◇ Telephone (352) 373-6066 ◇ Fax (352) 372-8963 ◇ www.perma-fix.com/florida

NON-HAZARDOUS WASTE MANIFEST	1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Waste Tracking Number
	FLD 982120 31	1	800-365-6066	18047

5. Generator's Name and Mailing Address
Escambia County Solid Waste
13009 Beulah Road
CONTONMONT, FL 32533
Generator's Phone: 850-937-2175

Generator's Site Address (if different than mailing address)

6. Transporter 1 Company Name: Perma Fix of Florida, Inc — U.S. EPA ID Number: FLD 980711071

7. Transporter 2 Company Name — U.S. EPA ID Number

8. Designated Facility Name and Site Address
Perma Fix of Florida, Inc
1940 N.W. 67th Place
Gainesville, FL. 32653
Facility's Phone: 800-365-6066

U.S. EPA ID Number: FLD 980 711071

	9. Waste Shipping Name and Description	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	
1.	RQ, Non-Regulated Material (Latex Paint)	0008	CY	est. 4,000	P	None
2.	RQ Non-Regulated Material (Latex Paint)	0002	DM	0110	G	None
3.						
4.						

13. Special Handling Instructions and Additional Information
1) 1.2) D50 WOOD 1141 LABPack Drum 1,2 (Latex Paint in Cans)
9a.1. 6114
9a.2. 6114
SO# 78152013 DOE# D/17414/5

14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

Generator's/Offeror's Printed/Typed Name: Patrick Wetherby — Signature — Month 04 Day 17 Year 18

15. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter Signature (for exports only): Date leaving U.S.:

16. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name: Michael Rawls — Signature — Month 04 Day 07 Year 18

Transporter 2 Printed/Typed Name — Signature — Month Day Year

17. Discrepancy

17a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection

Manifest Reference Number:

17b. Alternate Facility (or Generator) — U.S. EPA ID Number

Facility's Phone:

17c. Signature of Alternate Facility (or Generator) — Month Day Year

18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a

Printed/Typed Name: Scott Fullerton — Signature — Month 4 Day 9 Year 18

GENERATOR — TRANSPORTER INT'L — DESIGNATED FACILITY

PermaFix environmental services

INVOICE

CLERK OF COURT AND COMPTROLLER
HON PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA FL 32502-5843

INVOICE NUMBER	71-342624
INVOICE DATE	05/21/2018
BILL NUMBER	10017
SHIPMENT DATE	05/11/2018
TERMS	30 DAYS
SHIPMENT NO	PG-181GB

EMAIL INVOICE: ESCAMBIA.INVOICES@ESCAMBIACLERK.COM

PO#: 180420 Pensacola ESCAMBIA H.S. AMNESTY EVENT

QTY	SEGMENT	TYPE		DRUM SIZE	UNIT PRICE	TOTAL AMOUNT
1	WS	MOBILIZATION	FULL AMNESTY DAY EVENT	PER DAY	4,900.00	4,900.00
						4,900.00
2	LP	60494	FLAMMABLE SOLIDS,LABPACK	55	285.00	570.00
4	LP	60485	AEROSOL CANS	55	305.00	1,220.00
5	LP	60960	OIL BASED PAINT-PINT/QUARTS	55	185.00	925.00
6	LP	61114	LATEX PAINT, BULK LIQUID	CYB	402.50	2,415.00
						5,130.00
2	HF	60488	FLAMMABLE LIQUID, BULK (NON HALOGEN)	55	95.00	190.00
						190.00
1	CN	60486-T	CORROSIVE LIQUIDS (BASIC), BULK	55	335.00	335.00
1	CN	60487-T	CORROSIVE LIQUIDS (ACIDIC), BULK	55	335.00	335.00
3	CN	60491-T	PESTICIDES OR HERBICIDES, LIQUID, LABPACK	55	335.00	1,005.00
3	CN	60492-T	PESTICIDES OR HERBICIDES, SOLID, LABPACK	55	335.00	1,005.00
1	CN	60489-T	OXIDIZERS, LIQUID OR SOLID, LABPACK	55	585.00	585.00
						3,265.00
			TOTAL FOR DRUM PICK UP (5/12/18)			
			TOTAL FOR AMNESTY DAY EVENT (5/12/18)			13,485.00

WE ACCEPT MAJOR CREDIT CARD

TOTAL AMOUN $13,485.00

230306-53401-132485.00

REMIT TO: PERMA-FIX ENVIRONMENTAL SERVICES, INC.
P.O. BOX 676390
DALLAS, TX 75267-6390
(352) 373-6066

E-Mail Original
5.22.18
dmy

Perma-Fix environmental services

INVOICE

CLERK OF COURT AND COMPTROLLER
HON PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA FL 32502-5843

INVOICE NUMBER	71-342779
INVOICE DATE	05/31/2018
BILL NUMBER	10049
SHIPMENT DATE	05/29/2018
TERMS	30 DAYS
SHIPMENT NO	PG-193GB

'EMAIL INVOICE: ESCAMBIA.INVOICES@ESCAMBIACLERK.COM

PO#: 180420 ESCAMBIA CTY SOLID WASTE SHED CLEAN OUT SEVICES -4/20/18 (HHWC-5/23/18)

QTY	SEGMENT	TYPE		DRUM SIZE	UNIT PRICE	TOTAL AMOUNT
1	WS	MOBILIZATION	*MOBILIZATION COST -SHED CLEANOUT SERVICES*	PER DAY	1,450.00	1,450.00
						1,450.00
4	LP	60485	*AEROSOLS , LAB PACK*	55	305.00	1,220.00
						1,220.00
6	HF	60488	*FLAMMABLE LIQUID, BULK (NON HALOGEN)*	55	95.00	570.00
4	HF	60490	*FLAMABLE PAINT, BULK (NON HALOGEN)*	55	95.00	380.00
						950.00
1	CN	60486-T	*CORROSIVE LIQUIDS (BASIC), BULK*	55	335.00	335.00
2	CN	60487-T	*CORROSIVE LIQUIDS (ACIDIC), BULK*	55	335.00	670.00
8	CN	60491-T	*PESTICIDES OR HERBICIDES, LIQUID, LABPACK*	55	335.00	2,680.00
3	CN	60492-T	*PESTICIDES OR HERBICIDES, SOLID, LABPACK*	55	335.00	1,005.00
2	CN	60489-T	*OXIDIZERS, LIQUID OR SOLID, LABPACK*	55	585.00	1,170.00
						5,860.00
						9,480.00

WE ACCEPT MAJOR CREDIT CARD

TOTAL AMOUNT $9,480.00

REMIT TO: PERMA-FIX ENVIRONMENTAL SERVICES, INC.
P.O. BOX 676390
DALLAS, TX 75267-6390
(352) 373-6066

6/13/18

Perma-Fix environmental services

PC-193

June 1, 2018

Clerk of the Court & Comptroller
Hon. Pam Childers
221 Palafox Place, Suite 140
Pensacola, FL 32502-5843
Please e-mail invoice to: ***escambia.invoices@escambiaclerk.com***

ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533
SHED CLEANOUT SERVICES – 04/20/18
HOUSEHOLD HAZARDOUS WASTE COLLECTION – 05/23/18
P. O. #180420

Shed Cleanout Services - 04/20/18:

Mobilization Cost – Shed Cleanout Services	1 @ $1,450/day	$1,450.00
Oxidizers, Liquid or Solid, Labpack	2 x 55 gal @ $585.00/each	$1,170.00
TOTAL FOR SHED CLEANOUT (04/20/18)		**$2,620.00**

Drum Transport and Disposal Services - 05/23/18 Pickup:

Mobilization Cost – Transport and Disposal Services		N/C
Aerosol Cans	4 x 55 gal @ $305.00/each	$1,220.00
Flammable Liquid, Low Chlorine, Bulk (Flammable Liquids)	6 x 55 gal @ $95.00/each	$570.00
Flammable Liquid, Low Chlorine, Bulk (Oil-Based Paint Low Solids)	4 x 55 gal @ $95.00/each	$380.00
Pesticides or Herbicides, Liquid, Labpack	8 x 55 gal @ $335.00/each	$2,680.00
Pesticides or Herbicides, Solid, Labpack	3 x 55 gal @ $335.00/each	$1,005.00
Corrosives Liquids (Acidic), Bulk	1 x 55 gal @ $335.00/each	$335.00
Corrosives Liquids (Basic), Bulk	2 x 55 gal @ $335.00/each	$670.00
TOTAL FOR DRUM PICKUP (05/23/18)		**$6,860.00**
INVOICE TOTAL (04/20/18 & 05/23/18)		**$9,480.00**

PO#

Please print or type. (Form designed for use on elite (12-pitch) typewriter.) PFSG

Form Approved, OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number
	FLD982120131	1	800-365-6066	017233695 JJK

GENERATOR

5. Generator's Name and Mailing Address
ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533
Generator's Phone: 850-937-2175

Generator's Site Address (if different than mailing address)
ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533 ☐

6. Transporter 1 Company Name
ROBBIE D.WOOD INC.
205-744-8440
U.S. EPA ID Number
ALD067138891

7. Transporter 2 Company Name
U.S. EPA ID Number

8. Designated Facility Name and Site Address
PERMA FIX OF FLORIDA, INC.
1940 N.W. 67TH PLACE
GAINESVILLE, FL 32653
Facility's Phone: 800-365-6066
U.S. EPA ID Number
FLD980711071

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
X	1. UN1950, Waste Aerosols, flammable, n.o.s., 2.1 ( )	004	Dm	0220	G	D001
X	2. UN1993, Waste Flammable liquids, n.o.s.,(Acetone,Toluene), 3, PGII ( )	004	Dm	0330	G	D001 D018 D035 F003 F005
X	3. UN1263, Waste Paint related material, 3, PGII ( )	004	Dm	0220	G	D001
X	4. UN3264, Waste Corrosive liquid, acidic, inorganic, n.o.s.,(Hydrochloric Acid,Sulfuric Acid), 8, PGII ( )	001	DF	0055	G	D002

14. Special Handling Instructions and Additional Information
9a.1: 60485 1) D20 W301 H141
9a.2: 60489
9a.3 60490 2) D23 W104 H60
9a.4 60486-T
SO #: 78152152 Doc #: OW171884 Ref #:

1. ERG 128 AEROSOL CANS 3) D23 W211 H04
2. ERG 128 FLAMMABLE LIQUIDS
3. ERG 128 BULK OIL-BASED PAINT 4) D20 W305 H121
4. ERG 154 MIXED INORGANIC ACID LIQUIDS

Notes (if Any):

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name: Patrick Wetherby
Signature:
Month Day Year: 05 23 18

INT'L

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

TRANSPORTER

17. Transporter Acknowledgment of Receipt of Materials
Transporter 1 Printed/Typed Name: Xavier Choy
Signature:
Month Day Year: 05 23 18
Transporter 2 Printed/Typed Name:
Signature:
Month Day Year:

DESIGNATED FACILITY

18. Discrepancy
18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection
Manifest Reference Number:
18b. Alternate Facility (or Generator)
U.S. EPA ID Number
Facility's Phone:
18c. Signature of Alternate Facility (or Generator)
Month Day Year:

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1.	2.	3.	4.
H141	H061	H061	H141 H121

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a
Printed/Typed Name: Scott Fullerton
Signature:
Month Day Year: 05 24 18

EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.

DESIGNATED FACILITY TO DESTINATION STATE (IF REQUIRED)

PO#

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
	FLD982120131	2	017433695 JJK

24. Generator's Name: ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533
850-937-2176

13009 BEULAH ROAD
CANTONMENT,FL 32533

25 Transporter 1 Company Name — U.S. EPA ID Number

26 Transporter ____ Company Name — U.S. EPA ID Number

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
X	UN3266, Waste Corrosive liquid, basic, inorganic, n.o.s.,(Sodium Hydroxide,Sodium Metasilicate), 8, II,	002	DF	0110	G	D002
X	UN3021, Waste Pesticides, liquid, flammable, toxic, n. o.s., (Diazinon,Xylene), 3 (6.1), II,	008	Dm	0440	G	D001 D014 D015 D016 D020 U036
X	UN2588, Waste Pesticides, solid, toxic, n.o.s.(CARBARYL, ATRAZINE), 6.1, II,	003	Dm	0165	G	D004 D008 D013 D014 D016 D018
X	UN1479, Waste Oxidizing solid, n.o.s., 5.1, II,	002	DF	0110	G	D001
X	UN1133, Waste Adhesives, [containing a flammable liquid], 3, II,					D001 D035
	"					
	"					
	"					
	"					

GENERATOR

32. Special Handling Instructions and Additional Information

1.) 80487-T 1)D50 W110 HH1
2.) 80491-T U114 U129 U185 U240 U247
3.) 80492-T D020 D031 U036 U061 U114 **
4.) ~~80489-T~~

5.) 80484 2,3,4) D50 W001 HM1

154 6.1
131 7.1
151 8.1
~~140~~ 9.1

128

Document: DV171554

TRANSPORTER

33. Transporter ____ Acknowledgment of Receipt of Materials
Printed/Typed Name — Signature — Month Day Year

34. Transporter ____ Acknowledgment of Receipt of Materials
Printed/Typed Name — Signature — Month Day Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

~~H141~~ H121 | ~~H040~~ | H141 H141 | ~~H141~~ H141 | ~~H141~~ H141

EPA Form 8700-22A (Rev. 3-05) Previous editions are obsolete.

DESIGNATED FACILITY TO DESTINATION STATE (IF REQUIRED)

PermaFix
environmental services

INVOICE

CLERK OF COURT AND COMPTROLLER
HON PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA FL 32502-5843

INVOICE NUMBER	71-342779
INVOICE DATE	05/31/2018
BILL NUMBER	10049
SHIPMENT DATE	05/29/2018
TERMS	30 DAYS
SHIPMENT NO	PG-193GB

'EMAIL INVOICE: ESCAMBIA.INVOICES@ESCAMBIACLERK.COM

PO#: 180420 ESCAMBIA CTY SOLID WASTE SHED CLEAN OUT SEVICES -4/20/18 (HHWC-5/23/18)

QTY	SEGMENT	TYPE		DRUM SIZE	UNIT PRICE	TOTAL AMOUNT
1	WS	MOBILIZATION	*MOBILIZATION COST -SHED CLEANOUT SERVICES*	PER DAY	1,450.00	1,450.00
						1,450.00
4	LP	60486	*AEROSOLS , LAB PACK*	55	305.00	1,220.00
						1,220.00
6	HF	60488	*FLAMMABLE LIQUID, BULK (NON HALOGEN)*	55	95.00	570.00
4	HF	60490	*FLAMABLE PAINT, BULK (NON HALOGEN)*	55	95.00	380.00
						950.00
1	CN	60486-T	*CORROSIVE LIQUIDS (BASIC), BULK*	55	335.00	335.00
2	CN	60487-T	*CORROSIVE LIQUIDS (ACIDIC), BULK*	55	335.00	670.00
8	CN	60491-T	*PESTICIDES OR HERBICIDES, LIQUID, LABPACK*	55	335.00	2,680.00
3	CN	60492-T	*PESTICIDES OR HERBICIDES, SOLID, LABPACK*	55	335.00	1,005.00
2	CN	60489-T	*OXIDIZERS, LIQUID OR SOLID, LABPACK*	55	585.00	1,170.00
						5,860.00
			TOTAL FOR DRUM PICK UP (5/23/18)			
			TOTAL FOR AMNESTY DAY EVENT (4/20/2018)			**9,480.00**

WE ACCEPT MAJOR CREDIT CARD TOTAL AMOUNT **$9,480.00**

REMIT TO: PERMA-FIX ENVIRONMENTAL SERVICES, INC.
P.O. BOX 676390
DALLAS, TX 75267-6390
(352) 373-6066

E-Mail Original
6.6.18
6/6/18

INVOICE

Perma-Fix environmental services

CLERK OF COURT AND COMPTROLLER
HON PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA FL 32502-5843

INVOICE NUMBER	71-342883
INVOICE DATE	06/19/2018
BILL NUMBER	10072
SHIPMENT DATE	06/11/2018
TERMS	30 DAYS
SHIPMENT NO	PG-205GB

*EMAIL INVOICE: ESCAMBIA.INVOICES@ESCAMBIACLERK.COM

PO#: 180420 ESCAMBIA SOLID WASTE -PENSACOLA NAVAL HOSPITAL AMNESTY DAY EVENT 6/9/18

QTY.	SEGMENT	UNIT TYPE	DESC.	DRUM SIZE	UNIT PRICE	TOTAL AMOUNT
					N/C	
1	WS	MOBILIZATION	*FULL AMNESTY DAY EVENT*	PER DAY	4,900.00	4,900.00
						4,900.00
10	LP	60494	*FLAMMABLE SOLIDS,LABPACK*	55	285.00	2,850.00
4	LP	60486	*AEROSOL CANS*	55	305.00	1,220.00
8	LP	60960	*OIL BASED PAINT-PINT/QUARTS*	55	185.00	1,480.00
9	LP	61164	*LATEX PAINT, BULK LIQUID*	CYB	402.50	3,622.50
						9,172.50
2	HF	60488	*FLAMMABLE LIQUID, LOW CHLORINE, BULK*	55	95.00	190.00
						190.00
1	CN	60486-T	*CORROSIVE LIQUIDS (BASIC), BULK*	55	335.00	335.00
1	CN	60487-T	*CORROSIVE LIQUIDS (ACIDIC), BULK*	55	335.00	336.00
4	CN	60491-T	*PESTICIDES OR HERBICIDES, LIQUID, LABPACK*	55	335.00	1,340.00
4	CN	60492-T	*PESTICIDES OR HERBICIDES, SOLID, LABPACK*	55	335.00	1,340.00
1	CN	60489-T	*OXIDIZERS, SOLID, LABPACK*	55	585.00	586.00
						3,936.00
						18,197.50

WE ACCEPT MAJOR CREDIT CARD

TOTAL AMOUNT $18,197.50

REMIT TO: PERMA-FIX ENVIRONMENTAL SERVICES, INC.
P.O. BOX 676390
DALLAS, TX 75267-6390
(352) 373-6066

E-Mail Original

6.20.18

6/20/18

CLERK OF COURT AND COMPTROLLER
HON PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA FL 32502-5843

INVOICE NUMBER 71-34288 3
INVOICE DATE 6/19/18
BILL NUMBER 10072
SHIPMENT DATE 06/11/2018
TERMS 30 DAYS
SHIPMENT NO PG-205GB

'EMAIL INVOICE: ESCAMBIA.INVOICES@ESCAMBIACLERK.COM

PO#: 180420

ESCAMBIA SOLID WASTE -PENSACOLA NAVAL HOSPITAL AMNESTY DAY EVENT 6/9/18

QTY	SERVICE SEGMENT	ITEM TYPE	ITEM	DRUM SIZE	UNIT PRICE	TOTAL AMOUNT
					N/C	
1	WS	MOBILIZATION	*FULL AMNESTY DAY EVENT*	PER DAY	4,900.00	4,900.00
						4,900.00
10	LP	60494	*FLAMMABLE SOLIDS,LABPACK*	55	285.00	2,850.00
4	LP	60485	*AEROSOL CANS*	55	305.00	1,220.00
8	LP	60980	*OIL BASED PAINT-PINT/QUARTS*	55	185.00	1,480.00
9	LP	61164	*LATEX PAINT, BULK LIQUID*	CYB	402.50	3,622.50
						9,172.50
2	HF	60488	*FLAMMABLE LIQUID, LOW CHLORINE, BULK*	55	95.00	190.00
						190.00
1	CN	60486-T	*CORROSIVE LIQUIDS (BASIC), BULK*	55	335.00	335.00
1	CN	60487-T	*CORROSIVE LIQUIDS (ACIDIC), BULK*	55	335.00	335.00
4	CN	60491-T	*PESTICIDES OR HERBICIDES, LIQUID, LABPACK*	55	335.00	1,340.00
4	CN	60492-T	*PESTICIDES OR HERBICIDES, SOLID, LABPACK*	55	335.00	1,340.00
1	CN	60489-T	*OXIDIZERS, SOLID, LABPACK*	55	585.00	585.00
						3,935.00
						18,197.50

WE ACCEPT MAJOR CREDIT CARD

TOTAL AMOUNT $18,197.50

Perma-Fix environmental services

PG-105

June 14, 2018

Clerk of the Court & Comptroller
Hon. Pam Childers
221 Palafox Place, Suite 140
Pensacola, FL 32502-5843
Please e-mail invoice to: ***escambia.invoices@escambiaclerk.com***

ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533
PENSACOLA NAVAL HOSPITAL AMNESTY DAY EVENT
06/09/18
P. O. #180420

Naval Hospital Amnesty Day Event – 06/09/18:

Mobilization Cost – Full Amnesty Day Event	1 day @ $4,900.00	$4,900.00
Flammable Solids, Labpack	10 x 55 gal @ $285.00/each	$2,850.00
Flammable Liquid, Low Chlorine, Bulk	2 x 55 gal @ $95.00/each	$190.00
Oil Based Paint, Pints/Quarts	8 x 55 gal @ $185.00/each	$1,480.00
Aerosol Cans	4 x 55 gal @ $305.00/each	$1,220.00
Pesticides or Herbicides, Liquid, Labpack	4 x 55 gal @ $335.00/each	$1,340.00
Pesticides or Herbicides, Solid, Labpack	4 x 55 gal @ $335.00/each	$1,340.00
Corrosives Liquids (Acidic), Bulk	1 x 55 gal @ $335.00	$335.00
Corrosives Liquids (Basic), Bulk	1 x 55 gal @ $335.00	$335.00
Oxidizers, Liquid or Solid, Labpack	1 x 55 gal $585.00	$585.00
Latex Paint, Bulk Liquid	9 x Cu Yd @ $402.50/each	$3,622.50
TOTAL FOR AMNESTY DAY EVENT (06/09/18)		**$18,197.50**

17143

PO# PFSG

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator ID Number FLD982120131	2. Page 1 of 2	3. Emergency Response Phone 800-365-6066	4. Manifest Tracking Number 017233730 JJK

5. Generator's Name and Mailing Address
ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533
Generator's Phone: 850-937-2175

Generator's Site Address (if different than mailing address)
ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533

6. Transporter 1 Company Name — U.S. EPA ID Number

7. Transporter 2 Company Name — U.S. EPA ID Number

8. Designated Facility Name and Site Address
PERMA FIX OF FLORIDA, INC.
1940 N.W. 67TH PLACE
GAINESVILLE, FL 32653
Facility's Phone: 800-365-6066

U.S. EPA ID Number
FLD980711071

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
X	1. UN1950, Waste Aerosols, flammable, n.o.s., 2.1 ( )	4	DM	220	G	D001		
X	2. RQ UN1263, Waste Paint related material, 3, PGII ( )	~~8~~ 5 SP	DM	~~440~~ 385 SP	G	D001	D035	
X	3. UN1993, Waste Flammable liquids, n.o.s.,(Acetone,Toluene), 3, PGII ( )	2	DM	110	G	D001	D018	D035
						F003	F005	
X	4. UN3264, Waste Corrosive liquid, acidic, inorganic, n.o.s.,(Hydrochloric Acid,Sulfuric Acid), 8, PGIII ( )	1	DF	55	G	D002		

14. Special Handling Instructions and Additional Information
9a.1: 60485 1) D2.0 D001 H141
9a.2: 60980 2) D5.0 D001 H061
9a.3 60485
9a.4 60486-T 3) D7.3 D001 H061 4) D8.0 D002 H121
SO #: 78152352 Disp #: DV171754 Ref #:

1. ERG 129 AEROSOL CANS
2. ERG 128 LABPACK DRUM #1 (PAINT CANS)
3. ERG 128 FLAMMABLE LIQUIDS
4. ERG 154 MIXED INORGANIC ACID LIQUIDS

Notes(if Any):

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

GENERATOR

Generator/Offeror's Printed/Typed Name: X Patrick Wetherby — Signature: X — Month: 06 Day: 09 Year: 18

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

TRANSPORTER INT'L

17. Transporter Acknowledgment of Receipt of Materials
Transporter 1 Printed/Typed Name: [illegible] — Signature: [signature] — Month: 06 Day: 09 Year: 18
Transporter 2 Printed/Typed Name: — Signature: — Month: Day: Year:

18. Discrepancy
18a. Discrepancy Indication Space ☒ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection
Line Item 2 quantity from 7 to 8 — Manifest Reference Number: 017 233 730
18b. Alternate Facility (or Generator) — U.S. EPA ID Number
Facility's Phone:
18c. Signature of Alternate Facility (or Generator) — Month: Day: Year:

DESIGNATED FACILITY

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1.	2.	3.	4.
H141	H061	H061	~~H141~~ H121

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a
Printed/Typed Name: Scott Fullerton — Signature: [signature] — Month: 6 Day: 11 Year: 18

EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.

DESIGNATED FACILITY TO DESTINATION STATE (IF REQUIRED)

29/43

PO#

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number FLD982120131	22. Page 2	23. Manifest Tracking Number 017233730JJK

24. Generator's Name: ESCAMBIA COUNTY SOLID WASTE, 13009 BEULAH ROAD, CANTONMENT, FL 32533, 850-937-2175 — 13009 BEULAH ROAD, CANTONMENT FL 32533

25. Transporter 1 Company Name — U.S. EPA ID Number

26. Transporter ___ Company Name — U.S. EPA ID Number

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes		
X	UN3021, Waste Pesticides, liquid, flammable, toxic, n. o. s., (Diazinon, Xylene), 3, (6.1), II,	4	DM	220	G	D001	D014	D01
						D016	D020	U03
X	UN2588, Waste Pesticides, solid, toxic, n.o.s.(CARBARYL, ATRAZINE), 6.1, II,	4	DM	220	G	D004	D008	D01
						D014	D015	D01
X	UN1133, Waste Adhesives, [containing a flammable liquid], 3, II,	10	DM	550	G	D001	D035	
X	UN1479, Waste Oxidizing solid, n.o.s., 5.1, II,	1	DF	55	G	D001		
	RQ., NON-REGULATED MATERIAL (LATEX PAINT)...	9	CF	9	Y	0000		
X	...UN3266, Waste Corrosive Liquids, Basic, Inorganic, n.o.s, 8, PGII (Sodium Hydroxide Ammonia)	1	DF	55	G	D002		

GENERATOR

32. Special Handling Instructions and Additional Information

1.) 60491-T U114 U129 U165 U240 U247 131 5.) 61114 3) D5.0 W001 H061
2.) 60492-T D020 D031 U036 U061 U114 151 6.) 60487-T
3.) 60494 128 7.) 4) D4.0 W001 H141
4.) 60489-T 140 8.) 5) D5.0 W000 H141
9.) 6) D8.0 W110 H121

Document: DV171754

TRANSPORTER

33. Transporter ___ Acknowledgment of Receipt of Materials

Printed/Typed Name — Signature — Month — Day — Year

34. Transporter ___ Acknowledgment of Receipt of Materials

Printed/Typed Name — Signature — Month — Day — Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

~~H040~~ H141	~~H141~~ H141	~~H141~~ H061	~~H141~~ H141	~~H141~~ H141
H121				

EPA Form 8700-22A (Rev. 3-05) Previous editions are obsolete.

DESIGNATED FACILITY TO DESTINATION STATE (IF REQUIRED)

INVOICE

Perma-Fix environmental services

CLERK OF COURT AND COMPTROLLER
HON PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA FL 32502-5843

EMAIL: ESCAMBIA.INVOICES@ESCAMBIACLERK.COM

INVOICE NUMBER	71-343651
INVOICE DATE	9/19/2018
BILL NUMBER	10253
SHIPMENT DATE	09/12/2018
TERMS	30 DAYS
SHIPMENT NO	PG-283GB

PO # 180420 WASHINGTON AMNESTY DAY EVENT- 9/8/17

QTY	SEGMENT	TYPE		DRUM SIZE	UNIT PRICE	3% FL WASTE MGT ACT FEE	TOTAL AMOUNT
1	LP	60485	AEROSOLS LP	CYB	1,067.50		1,067.50
1	LP	60494	FLAMM SOLID LP	CYB	997.50		997.50
1	LP	60980	OIL BASED PAINT PT/QT	CYB	647.50		647.50
8	LP	61114	LATEX PAINT	CYB	402.50		3,220.00
2	HF	60488	FLAMM LIQUID , BULK	55	95.00		190.00
6	CN	60491-T	PESTICIDES- HERBICIDES LIQ LP	55	335.00		2,010.00
3	CN	60492-T	PESTICIDES- HERBICIDES SOL LP	55	335.00		1,005.00
1	CN	60486-T	CORROSIVE LIQ ACIDIC BULK	55	335.00		335.00
1	CN	60487-T	CORROSIVE LIQ BASIC BULK	55	335.00		335.00
1	CN	60489-T	OXIDIZER SOLID LABPACK	55	585.00		585.00
1	WS	MOB COST	FULL AMNESTY DAY EVENT		4,900.00		4,900.00
							15,292.50

WE ACCEPT MAJOR CREDIT CARD

TOTAL AMOUNT DUE: **$15,292.50**

REMIT TO: PERMA-FIX ENVIRONMENTAL SERVICES, INC.
P.O. BOX 676390
DALLAS, TX 75267-6390
(352) 373-6066

230306-53401 - 15292.50

E-Mail Original
9.19.18 jm

CLERK OF COURT AND COMPTROLLER
HON PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA FL 32502-5843

EMAIL: ESCAMBIA.INVOICES@ESCAMBIACLERK.COM

INVOICE NUMBER	71-343651
INVOICE DATE	9/19/18
BILL NUMBER	10253
SHIPMENT DATE	09/12/2018
TERMS	30 DAYS
SHIPMENT NO	PG-283GB

PO # 180420

WASHINGTON AMNESTY DAY EVENT- 9/8/17

QTY	SEGMENT	TYPE		DRUM SIZE	UNIT PRICE	9% FL WASTE MGT ACT FEE	TOTAL AMOUNT
1	LP	60485	AEROSOLS LP	CYB	1,067.50		1,067.50
1	LP	60494	FLAMM SOLID LP	CYB	997.50		997.50
1	LP	60980	OIL BASED PAINT PT/QT	CYB	647.50		647.50
8	LP	61114	LATEX PAINT	CYB	402.50		3,220.00
2	HF	60488	FLAMM LIQUID , BULK	55	95.00		190.00
6	CN	60491-T	PESTICIDES- HERBICIDES LIQ LP	55	335.00		2,010.00
3	CN	60492-T	PESTICIDES- HERBICIDES SOL LP	55	335.00		1,005.00
1	CN	60486-T	CORROSIVE LIQ ACIDIC BULK	55	335.00		335.00
1	CN	60487-T	CORROSIVE LIQ BASIC BULK	55	335.00		335.00
1	CN	60489-T	OXIDIZER SOLID LABPACK	55	585.00		585.00
1	WS	MOB COST	FULL AMNESTY DAY EVENT		4,900.00		4,900.00
							15,292.50

9/19/18

WE ACCEPT MAJOR CREDIT CARD

TOTAL AMOUNT DUE: $15,292.50

INVOICE

INVOICE NUMBER	71-343651
INVOICE DATE	9/19/2018
BILL NUMBER	10253
SHIPMENT DATE	09/12/2018
TERMS	30 DAYS
SHIPMENT NO	PG-283GB

CLERK OF COURT AND COMPTROLLER
HON PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA FL 32502-5843

EMAIL: ESCAMBIA.INVOICES@ESCAMBIACLERK.COM

PO # 180420 WASHINGTON AMNESTY DAY EVENT- 9/8/17

QTY	SEGMENT	TYPE		DRUM SIZE	UNIT PRICE	3% FL WASTE MGT ACT FEE	TOTAL AMOUNT
1	LP	60485	AEROSOLS LP	CYB	1,067.50		1,067.50
1	LP	60494	FLAMM SOLID LP	CYB	997.50		997.50
1	LP	60980	OIL BASED PAINT PT/QT	CYB	647.50		647.50
8	LP	61114	LATEX PAINT	CYB	402.50		3,220.00
2	HF	60488	FLAMM LIQUID , BULK	55	95.00		190.00
6	CN	60491-T	PESTICIDES- HERBICIDES LIQ LP	55	335.00		2,010.00
3	CN	60492-T	PESTICIDES- HERBICIDES SOL LP	55	335.00		1,005.00
1	CN	60486-T	CORROSIVE LIQ ACIDIC BULK	55	335.00		335.00
1	CN	60487-T	CORROSIVE LIQ BASIC BULK	55	335.00		335.00
1	CN	60489-T	OXIDIZER SOLID LABPACK	55	585.00		585.00
1	WS	MOB COST	FULL AMNESTY DAY EVENT		4,900.00		4,900.00
							15,292.50

WE ACCEPT MAJOR CREDIT CARD

TOTAL AMOUNT DUE: **$15,292.50**

REMIT TO: PERMA-FIX ENVIRONMENTAL SERVICES, INC.
P.O. BOX 676390
DALLAS, TX 75267-6390
(352) 373-6066

E-Mail Original 9/19/18

Perma-Fix environmental services

pg. 282

September 12, 2018

Clerk of the Court & Comptroller
Hon. Pam Childers
221 Palafox Place, Suite 140
Pensacola, FL 32502-5843
Please e-mail invoice to: *escambia.invoices@escambiaclerk.com*

ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533
WASHINGTON HIGH SCHOOL AMNESTY DAY EVENT
09/08/18
P. O. #180420

Washington High School Amnesty Day Event – 09/08/18:

Mobilization Cost – Full Amnesty Day Event	1 day @ $4,900.00	$4,900.00
Flammable Solids, Labpack	1 x Cu. Yd. @ $997.50 (Adhesive Labpack)	$997.50
Flammable Liquid, Low Chlorine, Bulk	2 x 55 gal @ $95.00/each	$190.00
Oil Based Paint, Pints/Quarts	1 x Cu. Yd. @ $647.50	$647.50
Aerosol Cans	1 x Cu. Yd. @ $1,067.50	$1,067.50
Pesticides or Herbicides, Liquid, Labpack	6 x 55 gal @ $335.00/each	$2,010.00
Pesticides or Herbicides, Solid, Labpack	3 x 55 gal @ $335.00/each	$1,005.00
Corrosives Liquids (Acidic), Bulk	1 x 55 gal @ $335.00	$335.00
Corrosives Liquids (Basic), Bulk	1 x 55 gal @ $335.00	$335.00
Oxidizers, Liquid or Solid, Labpack	1 x 55 gal $585.00	$585.00
Latex Paint, Bulk Liquid	8 x Cu Yd @ $402.50/each	$3,220.00
TOTAL FOR AMNESTY DAY EVENT (09/08/18)		**$15,292.50**

PermaFix®
environmental services

RECEIVED
SEP 21 2018
WASTE SERVICES

August 29, 2018

THIS LETTER IS CONFIRMATION YOUR WASTE WAS RECEIVED AT OUR FACILITY:

PERMA-FIX OF FLORIDA EPA ID# FLD980711071

ATTACHED IS THE DESIGNATED FACILITY TO GENERATOR COPY FOR YOUR RECORDS.

PLEASE RETAIN THIS AND THE ACCOMPANIED MANIFEST.

THANK YOU,

STAFF OF PERMA-FIX OF FLORIDA.

PG#

Please print or type: (Form designed for use on elite (12-pitch) typewriter.) PFSG

5/26

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number
	FLD982120131	1 2	800-365-6066	017233826 JJK

GENERATOR

5. Generator's Name and Mailing Address
ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533
Generator's Phone: 850-937-2175

Generator's Site Address (if different than mailing address)
ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533 ☐

6. Transporter 1 Company Name
PERMA FIX OF FLORIDA, INC.
800-365-6066
U.S. EPA ID Number
FLD980711071

7. Transporter 2 Company Name
U.S. EPA ID Number

8. Designated Facility Name and Site Address
PERMA FIX OF FLORIDA, INC.
1840 N.W. 67TH PLACE
GAINESVILLE, FL 3265
Facility's Phone: 800-365-6066
U.S. EPA ID Number
FLD980711071

9a. HM	9b. U.S. DOT Description (Including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
X	1. UN1950, Waste Aerosols, flammable, n.o.s., 2.1 ( )	1	CF	Est 400	P	D001		
X	2. RQ UN1263, Waste Paint related material, 3, PGII ( )	1	CF	Est 600	P	D001	D035	
X	3. UN1993, Waste Flammable liquids, n.o.s.,(Acetone,Toluene), 3, PGII ( )	2	DM	110	G	D001	D018	D035
						F003	F005	
X	4. UN3264, Waste Corrosive liquid, acidic, inorganic, n.o.s.,(Hydrochloric Acid,Sulfuric Acid), 8, PGIII ( )	1	DF	55	G	D002		

14. Special Handling Instructions and Additional Information
9a.1: 60485 1) D20 W301 H141
9a.2: 60980 2) D50 W301 H061
9a.3 60488
9a.4 60486-T 3) D27.3 W304 H061
SO #: 78152657 Doc #: DV172259 Ref #:

1. ERG 126 AEROSOL CANS
2. ERG 128 LABPACK DRUM #1 (PAINT CANS)
3. ERG 128 FLAMMABLE LIQUIDS
4. ERG 154 MIXED INORGANIC ACID LIQUIDS

4) D50 W105 H121

Notes(If Any):

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name: Patrick Wetherby
Signature:
Month 09 Day 08 Year 18

INT'L

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

TRANSPORTER

17. Transporter Acknowledgment of Receipt of Materials
Transporter 1 Printed/Typed Name: David Allen
Signature:
Month 09 Day 08 Year 18
Transporter 2 Printed/Typed Name:
Signature:
Month Day Year

DESIGNATED FACILITY

18. Discrepancy
18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection
18b. Alternate Facility (or Generator) Manifest Reference Number:
U.S. EPA ID Number
Facility's Phone:
18c. Signature of Alternate Facility (or Generator)
Month Day Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1.	2.	3.	4.
H141	H061	H061	H141 H121

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a
Printed/Typed Name: Scott Fullerton
Signature:
Month 9 Day 10 Year 18

EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.

DESIGNATED FACILITY TO DESTINATION STATE (IF REQUIRED)

21/26

PO#

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved, OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number FLD982120131	22. Page 2	23. Manifest Tracking Number 017233826JJK

24. Generator's Name: ESCAMBIA COUNTY SOLID WASTE, 13009 BEULAH ROAD, CANTONMENT, FL 32533, 850-937-2176 — 13009 BEULAH ROAD, CANTONMENT, FL 32533

25. Transporter 1 Company Name — U.S. EPA ID Number

26. Transporter ____ Company Name — U.S. EPA ID Number

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
X	UN3266, Waste Corrosive liquid, basic, inorganic, n.o.s.,(Sodium Hydroxide,Sodium Metasilicate), 8, II,	1	DF	55	G	D002
X	UN3021, Waste Pesticides, liquid, flammable, toxic, n. o.s., (Diazinon,Xylene), 3, (6.1), II,	6 ~~7~~ ~~6~~	DM	~~385~~ ~~330~~ 330	G	D001 D014 D015 D016 D020 U036
X	UN2588, Waste Pesticides, solid, toxic, n.o.s.(CARBARYL, ATRAZINE), 6.1, II,	3 ~~4~~	DM	105 ~~220~~	G	D004 D008 D013 D014 D015 D016
X	UN1133, Waste Adhesives, [containing a flammable liquid], 3, II,	1	CF	EST 600	P	D001 D035
X	UN1479, Waste Oxidizing solid, n.o.s., 5.1, II,	1	DF	55	G	D001
	RQ, , NON-REGULATED MATERIAL (LATEX PAINT), , ,	8 ~~7~~	CF	EST 4200	P	0000
	....					
	....					
	....					

32. Special Handling Instructions and Additional Information

1) D8.0 W110 H121

1.) 60487-T 154
2.) 60491-T U114 U129 U185 U240 U247 131
3.) 60492-T D020 D031 U036 U061 U114 151
4.) 60494 128
5.) 60489-T 2,3,4,5) D5.0 W001 H141
6.) 61114 140
7.) 6) D5.0 W000 H141
8.)
9.)

Document: DV172259

33. Transporter ____ Acknowledgment of Receipt of Materials
Printed/Typed Name — Signature — Month Day Year

34. Transporter ____ Acknowledgment of Receipt of Materials
Printed/Typed Name — Signature — Month Day Year

35. Discrepancy

Line Item 27A10 TOTAL Containers 8 ✓

Line Item 27A6 TOTAL Containers 6 Line Item 27A7 TOTAL Containers 3 ✓

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

~~H141~~ H121	~~H040~~ H141	~~H141~~ H141	~~H141~~ H141	~~H141~~ H141
~~H141~~ H141				

GENERATOR

TRANSPORTER

DESIGNATED FACILITY

EPA Form 8700-22A (Rev. 3-05) Previous editions are obsolete.

DESIGNATED FACILITY TO DESTINATION STATE (IF REQUIRED)

RECEIVED
By mailb.off at 12:59 pm, Oct.23, 2018

PermaFix environmental services

INVOICE

CLERK OF COURT AND COMPTROLLER
HON PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA FL 32502-5843

INVOICE NUMBER	71-344012
INVOICE DATE	10/23/2018
BILL NUMBER	10319
SHIPMENT DATE	10/15/2018
TERMS	30 DAYS
SHIPMENT NO	PG-310GB

'EMAIL INVOICE: ESCAMBIA.INVOICES@ESCAMBIACLERK.COM

PO#: 180420 BLUE ANGEL ELEMENTARY SCHOOL AMNESTY DAY EVENT 10/13/2018

QTY	SEGMENT	TYPE		DRUM SIZE	UNIT PRICE	TOTAL AMOUNT
1	WS	MOBILIZATION	*FULL AMNESTY DAY EVENT*	PER DAY	4,900.00	4,900.00
						4,900.00
1	LP	60485	*AEROSOL CANS*	CYB	1,067.50	1,067.50
1	LP	60980	*OIL BASED PAINT-PINT/QUARTS*	CYB	590.00	590.00
6	LP	61114	*LATEX PAINT, BULK LIQUID*	CYB	402.50	2,415.00
						4,072.50
1	HF	60488	*FLAMMABLE LIQUID, LOW CHLORINE, BULK*	55	95.00	95.00
						95.00
1	CN	60486-T	*CORROSIVE LIQUIDS (BASIC), BULK*	55	335.00	335.00
3	CN	60487-T	*CORROSIVE LIQUIDS (ACIDIC), BULK*	55	335.00	1,005.00
2	CN	60491-T	*PESTICIDES OR HERBICIDES, LIQUID, LABPACK*	55	335.00	670.00
4	CN	60492-T	*PESTICIDES OR HERBICIDES, SOLID, LABPACK*	55	335.00	1,340.00
						3,350.00
			TOTAL FOR AMNESTY DAY EVENT (10/13/2018)			12,417.50

E-Mail Original
10.25.18 JWW

WE ACCEPT MAJOR CREDIT CARD

TOTAL AMOUNT **$12,417.50**

REMIT TO: PERMA-FIX ENVIRONMENTAL SERVICES, INC.
P.O. BOX 676390
DALLAS, TX 75267-6390
(352) 373-6066

J30306-58101-12417.50

RECEIVED
By maria.ort at 12:39 pm, Oct 25, 2018

Perma-Fix
environmental services

INVOICE

CLERK OF COURT AND COMPTROLLER
HON PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA FL 32502-5843

INVOICE NUMBER	71-344012
INVOICE DATE	10/23/2018
BILL NUMBER	10319
SHIPMENT DATE	10/15/2018
TERMS	30 DAYS
SHIPMENT NO	PG-310GB

'EMAIL INVOICE: ESCAMBIA.INVOICES@ESCAMBIACLERK.COM

PO#: 180420 BLUE ANGEL ELEMENTARY SCHOOL AMNESTY DAY EVENT 10/13/2018

QTY	SEGMENT	TYPE		DRUM SIZE	UNIT PRICE	TOTAL AMOUNT
1	WS	MOBILIZATION	FULL AMNESTY DAY EVENT	PER DAY	4,900.00	4,900.00
						4,900.00
1	LP	60485	AEROSOL CANS	CYB	1,067.50	1,067.50
1	LP	60980	OIL BASED PAINT-PINT/QUARTS	CYB	590.00	590.00
6	LP	61114	LATEX PAINT, BULK LIQUID	CYB	402.50	2,415.00
						4,072.50
1	HF	60488	FLAMMABLE LIQUID, LOW CHLORINE, BULK	55	95.00	95.00
						95.00
1	CN	60486-T	CORROSIVE LIQUIDS (BASIC), BULK	55	335.00	335.00
3	CN	60487-T	CORROSIVE LIQUIDS (ACIDIC), BULK	55	335.00	1,005.00
2	CN	60491-T	PESTICIDES OR HERBICIDES, LIQUID, LABPACK	55	335.00	670.00
4	CN	60492-T	PESTICIDES OR HERBICIDES, SOLID, LABPACK	55	335.00	1,340.00
						3,350.00
			TOTAL FOR AMNESTY DAY EVENT (10/13/2018)			12,417.50

Emailed Original
10.25.18

WE ACCEPT MAJOR CREDIT CARD

TOTAL AMOUNT $12,417.50

REMIT TO: PERMA-FIX ENVIRONMENTAL SERVICES, INC.
P.O. BOX 676390
DALLAS, TX 75267-6390
(352) 373-6066

10/25/18

Perma-Fix environmental services

Pg. 3/0

October 18, 2018

Clerk of the Court & Comptroller
Hon. Pam Childers
221 Palafox Place, Suite 140
Pensacola, FL 32502-5843
Please e-mail invoice to: *escambia.invoices@escambiaclerk.com*

ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533
BLUE ANGEL ELEMENTARY SCHOOL AMNESTY DAY EVENT
10/13/18
P. O. #180420

Blue Angel Elementary School Amnesty Day Event – 10/13/18:

Mobilization Cost – Full Amnesty Day Event	1 day @ $4,900.00	$4,900.00 ✓
Flammable Liquid, Low Chlorine, Bulk	1 x 55 gal @ $95.00/each	$95.00 ✓
Oil Based Paint, Pints/Quarts	1 x Cu. Yd. @ $590.00 ✓	$590.00 ✓
Aerosol Cans	1 x Cu. Yd. @ $1,067.50	$1,067.50 ✓
Pesticides or Herbicides, Liquid, Labpack	2 x 55 gal @ $335.00/each ✓	$670.00
Pesticides or Herbicides, Solid, Labpack	4 x 55 gal @ $335.00/each ✓	$1,340.00
Corrosives Liquids (Acidic), Bulk	1 x 55 gal @ $335.00 ✓	$335.00
Corrosives Liquids (Basic), Bulk	3 x 55 gal @ $335.00 ✓	$1,005.00
Latex Paint, Bulk Liquid	6 x Cu Yd @ $402.50/each ✓	$2,415.00
TOTAL FOR AMNESTY DAY EVENT (09/08/18)		**$12,417.50**

CLERK OF COURT AND COMPTROLLER
HON PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA FL 32502-5843

INVOICE NUMBER 71-344012
INVOICE DATE 10/23/18
BILL NUMBER 10319
SHIPMENT DATE 10/15/2018
TERMS 30 DAYS
SHIPMENT NO PG-310GB

*EMAIL INVOICE: ESCAMBIA.INVOICES@ESCAMBIACLERK.COM

PO#: 180420 BLUE ANGEL ELEMENTARY SCHOOL AMNESTY DAY EVENT 10/13/2018

QTY	SEGMENT	TYPE		DRUM SIZE	UNIT PRICE	TOTAL AMOUNT
1	WS	MOBILIZATION	FULL AMNESTY DAY EVENT	PER DAY	4,900.00	4,900.00
						4,900.00
1	LP	60485	AEROSOL CANS	CYB	1,067.50	1,067.50
1	LP	60980	OIL BASED PAINT-PINT/QUARTS	CYB	590.00	590.00
6	LP	61114	LATEX PAINT, BULK LIQUID	CYB	402.50	2,415.00
						4,072.50
1	HF	60488	FLAMMABLE LIQUID, LOW CHLORINE, BULK	55	95.00	95.00
						95.00
1	CN	60486-T	CORROSIVE LIQUIDS (BASIC), BULK	55	335.00	335.00
3	CN	60487-T	CORROSIVE LIQUIDS (ACIDIC), BULK	55	335.00	1,005.00
2	CN	60491-T	PESTICIDES OR HERBICIDES, LIQUID, LABPACK	55	335.00	670.00
4	CN	60492-T	PESTICIDES OR HERBICIDES, SOLID, LABPACK	55	335.00	1,340.00
						3,350.00
			TOTAL FOR AMNESTY DAY EVENT (10/13/2018)			12,417.50

WE ACCEPT MAJOR CREDIT CARD

TOTAL AMOUNT $12,417.50

10/24/18

Perma-Fix environmental services

October 17, 2018

THIS LETTER IS CONFIRMATION YOUR WASTE WAS RECEIVED AT OUR FACILITY:

PERMA-FIX OF FLORIDA EPA ID# FLD980711071

ATTACHED IS THE DESIGNATED FACILITY TO GENERATOR COPY FOR YOUR RECORDS.

PLEASE RETAIN THIS AND THE ACCOMPANIED MANIFEST.

THANK YOU,

STAFF OF PERMA-FIX OF FLORIDA.

RECEIVED
OCT 29 2018
WASTE SERVICES

1940 N.W. 67th Place ◇ Gainesville, Florida 32653 ◇ (800) 365-6066 ◇ Telephone (352) 373-6066 ◇ Fax (352) 372-8963 ◇ www.perma-fix.com/florida

3/19

PO#

PFSG

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator ID Number: FLD982120131
2. Page 1 of 2
3. Emergency Response Phone: 800-365-6066
4. Manifest Tracking Number: 017233968 JJK

5. Generator's Name and Mailing Address
ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533
Generator's Phone: 850-937-2175

Generator's Site Address (if different than mailing address)
ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533

6. Transporter 1 Company Name: PERMA FIX OF FLORIDA, INC. 800-365-6066 — U.S. EPA ID Number: FLD980711071

7. Transporter 2 Company Name — U.S. EPA ID Number:

8. Designated Facility Name and Site Address
PERMA FIX OF FLORIDA, INC.
1940 N.W. 67TH PLACE
GAINESVILLE, FL 32653
Facility's Phone: 800-365-6066
U.S. EPA ID Number: FLD980711071

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
X	1. UN1950, Waste Aerosols, flammable, n.o.s., 2.1 ( )	001	CW	200	P	D001		
X	2. RQ UN1263, Waste Paint related material, 3, PGII ( )	001	CW	450	P	D001	D035	
X	3. UN1993, Waste Flammable liquids, n.o.s.,(Acetone,Toluene), 3, PGII ( )	001	DM	55	G	D001	D018	D035
						F003	F005	
X	4. UN3264, Waste Corrosive liquid, acidic, inorganic, n.o.s.,(Hydrochloric Acid,Sulfuric Acid), 8, PGIII ( )	001	DM	55	G	D002		

14. Special Handling Instructions and Additional Information
9a.1: 60485 1) D2.0 W801 H141
9a.2: 60980
9a.3 60488-T 3) D7.3 W304 H061
9a.4 60486-T ~~4) D8.0 W125~~ H121
SO #: 78153672 Doc #: DV173074 Ref #:

1. ERG 126 AEROSOL CANS
2. ERG 128 LABPACK DRUM #1 (PAINT CANS)
3. ERG 128 FLAMMABLE LIQUIDS
4. ERG 154 MIXED INORGANIC ACID LIQUIDS

Notes(If Any): 4) D5.0 W001 H121

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name: Patrick Weinerby — Signature: [signature] — Month 10 Day 13 Year 18

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

17. Transporter Acknowledgment of Receipt of Materials
Transporter 1 Printed/Typed Name: DNG Green — Signature: [signature] — Month 10 Day 13 Year 18
Transporter 2 Printed/Typed Name — Signature — Month Day Year

18. Discrepancy
18a. Discrepancy Indication Space ☒ Quantity ☒ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection
Profile 60980 Shipped 001 CW
Manifest Reference Number:
18b. Alternate Facility (or Generator) — U.S. EPA ID Number
Facility's Phone
18c. Signature of Alternate Facility (or Generator) — Month Day Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)
1. H141 2. ~~H061~~ 3. H061 4. ~~H141~~ H121

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a
Printed/Typed Name: Scott Fellerton — Signature: [signature] — Month 10 Day 15 Year 18

GENERATOR — INT'L — TRANSPORTER — DESIGNATED FACILITY

EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.

DESIGNATED FACILITY TO DESTINATION STATE (IF REQUIRED)

16/19

PO#

Please print or type. (Form designed for use on elite (12-pitch) typewriter.) Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number FLD982120131	22. Page 2	23. Manifest Tracking Number 017233968 JJK

24. Generator's Name: ESCAMBIA COUNTY SOLID WASTE, 13009 BEULAH ROAD, CANTONMENT, FL 32533, 850-937-2176 — 13009 BEULAH ROAD, CANTONMENT,FL 32533

25. Transporter 1 Company Name — U.S. EPA ID Number

26. Transporter ____ Company Name — U.S. EPA ID Number

27a HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes		
X	UN3266, Waste Corrosive liquid, basic, inorganic, n.o.s.,(Sodium Hydroxide,Sodium Metasilicate), 8, II, III	DD3	DM	165	G	D002		
X	UN3021, Waste Pesticides, liquid, flammable, toxic, n. o.s., (Diazinon,Xylene), 3 (6.1), II, II	DD2	DM	110	G	D001	D014	D015
						D016	D020	U036
X	UN2588, Waste Pesticides, solid, toxic, n.o.s.(CARBARYL, ATRAZINE), 6.1, II, III	DD4	DM	220	G	D004	D008	D013
						D014	D016	D016
X	UN1133, Waste Adhesives, (containing a flammable liquid), 3, II, I	DD1	DM	55	G	D001	D035	
X	UN1479, Waste Oxidizing solid, n.o.s., 5.1, II,					D001		
	RQ, , NON-REGULATED MATERIAL (LATEX PAINT), . . . HH I	DD6	CW	3000	P	0000		
	....							
	....							
	....							

32. Special Handling Instructions and Additional Information

1) D5.0 W001 H121 — 2,3) D5.0 W001 H141 — 140

1.) 60487-T		154	6.1 60489-T	
2.) 60491-T	U114 U129 U185 U240 U247	131	6.1 61114	4) D5.0 W001 H061
3.) 60492-T	D020 D031 U038 U081 U114	151	7.1	
4.) 60494		126	8.1	6) D5.0 W001 HH1
			9.1	

Document: DV173074

33. Transporter Acknowledgment of Receipt of Materials — Printed/Typed Name — Signature — Month Day Year 10 13 18

34. Transporter ____ Acknowledgment of Receipt of Materials — Printed/Typed Name — Signature — Month Day Year

35. Discrepancy

Pro File # 60494 Did not ship

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

H121 | H141 | H141 | H061 | —

~~H141~~ | ~~H040~~ | ~~H141~~ | ~~H141~~ | ~~H141~~

~~H141~~ H141

GENERATOR — TRANSPORTER — DESIGNATED FACILITY

EPA Form 8700-22A (Rev. 3-05) Previous editions are obsolete. DESIGNATED FACILITY TO DESTINATION STATE (IF REQUIRED)

PermaFix
environmental services

A-206

June 15, 2018

Clerk of the Court & Comptroller
Hon. Pam Childers
221 Palafox Place, Suite 140
Pensacola, FL 32502-5843
Please e-mail invoice to: ***escambia.invoices@escambiaclerk.com***

Shed Clean Out

ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533
HOUSEHOLD HAZARDOUS WASTE COLLECTION
06/06/18
P. O. #180420

Drum Transport and Disposal Services - 06/06/18 Pickup:

Mobilization Cost – Transport and Disposal Services		N/C
Flammable Solids, Labpack (Adhesive Labpacks)	2 x Cu Yd @ $997.50/each	$1,995.00
TOTAL FOR DRUM PICKUP (06/06/18)		**$1,995.00**

6/20/18

PermaFix environmental services

INVOICE

CLERK OF COURT AND COMPTROLLER
HON PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA FL 32502-5843

INVOICE NUMBER	71-342892
INVOICE DATE	06/20/2018
BILL NUMBER	10074
SHIPMENT DATE	06/11/2018
TERMS	30 DAYS
SHIPMENT NO	PG-206GB

'EMAIL INVOICE: ESCAMBIA.INVOICES@ESCAMBIACLERK.COM

PO#: 180420 HHW 6/6/2018

QTY	SEGMENT	TYPE		DRUM SIZE	UNIT PRICE	SPECIAL WASTE MGT ACT FEE	TOTAL AMOUNT
2	LP	60494		55	997.50		1,995.00
							1,995.00

WE ACCEPT MAJOR CREDIT CARD

TOTAL AMOUNT DUE: **$1,995.00**

REMIT TO: PERMA-FIX ENVIRONMENTAL SERVICES, INC.
P.O. BOX 676390
DALLAS, TX 75267-6390
(352) 373-6066

230306-534401 - 1995.00

CLERK OF COURT AND COMPTROLLER
HON PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA FL 32502-5843

INVOICE NUMBER 71-342892
INVOICE DATE 6/20/18
BILL NUMBER 10074
SHIPMENT DATE 06/11/2018
TERMS 30 DAYS
SHIPMENT NO PG-206GB

EMAIL INVOICE: ESCAMBIA.INVOICES@ESCAMBIACLERK.COM

PO#: 180420 HHW 6/6/2018

QTY	PCS/CNT	TYPE		DRUM SIZE	UNIT PRICE	3% FL WASTE MGT ADJ FEE	TOTAL AMOUNT
2	LP	60494		55	997.50		1,995.00
							1,995.00

WE ACCEPT MAJOR CREDIT CARD

TOTAL AMOUNT DUE: $1,995.00

6/20/18

PermaFix
environmental services
FL-206

June 15, 2018

Clerk of the Court & Comptroller
Hon. Pam Childers
221 Palafox Place, Suite 140
Pensacola, FL 32502-5843
Please e-mail invoice to: ***escambia.invoices@escambiaclerk.com***

ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533
HOUSEHOLD HAZARDOUS WASTE COLLECTION
06/06/18
P. O. #180420

Drum Transport and Disposal Services - 06/06/18 Pickup:

Mobilization Cost – Transport and Disposal Services		N/C
Flammable Solids, Labpack (Adhesive Labpacks)	2 x Cu Yd @ $997.50/each	$1,995.00
TOTAL FOR DRUM PICKUP (06/06/18)		**$1,995.00**

PO#

Please print or type. (Form designed for use on elite (12-pitch) typewriter.) PFSG

Form Approved, OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number
FLD982120131	1	800-365-6066	017233764 JJK

5. Generator's Name and Mailing Address
ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533
Generator's Phone: 850-937-2176

Generator's Site Address (if different than mailing address)
ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533

6. Transporter 1 Company Name
ROBBIE D.WOOD INC. 205-744-8440
U.S. EPA ID Number: ALD067138891

7. Transporter 2 Company Name
U.S. EPA ID Number:

8. Designated Facility Name and Site Address
PERMA FIX OF FLORIDA, INC.
1940 N.W. 67TH PLACE
GAINESVILLE, FL 32653
Facility's Phone: 800-365-6066
U.S. EPA ID Number: FLD980711071

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
X	1. UN3264, Waste Corrosive liquid, acidic, inorganic, n.o.s., (Hydrochloric Acid,Sulfuric Acid), 8, PGIII ( )					D002		
X	2. UN1133, Waste Adhesives, [containing a flammable liquid], 3, PGII ( )	002	CF	01500	P	D001	D035	
	3. ( )							
	4. ( )							

14. Special Handling Instructions and Additional Information
9a.1: 60486-T
9a.2: 60494
9a.3
9a.4
SO #: 76152493 Doc #: DV171885 Ref #:
2) D 7.0 D001 H061
1. ERG 154
2. ERG 128
3. ERG
4. ERG
MIXED INORGANIC ACID LIQUIDS
LAB PACK DRUM #4 (FLAMMABLE SOLIDS)
Notes (If Any):

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name: Patrick Wetherby
Signature:
Month: 06 Day: 06 Year: 18

TRANSPORTER INT'L

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

17. Transporter Acknowledgment of Receipt of Materials
Transporter 1 Printed/Typed Name: CHARLES CALLOWAY
Signature:
Month: 6 Day: 6 Year: 18
Transporter 2 Printed/Typed Name:
Signature:
Month: Day: Year:

DESIGNATED FACILITY

18. Discrepancy
18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection
Manifest Reference Number:
18b. Alternate Facility (or Generator)
U.S. EPA ID Number:
Facility's Phone:
18c. Signature of Alternate Facility (or Generator)
Month: Day: Year:

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1.	2.	3.	4.
H141	H061 H141		

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a
Printed/Typed Name: Scott Fullerton
Signature:
Month: 6 Day: 11 Year: 18

EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.

DESIGNATED FACILITY TO DESTINATION STATE (IF REQUIRED)

Perma-Fix environmental services

Shed clean-out

August 28, 2018

Clerk of the Court & Comptroller
Hon. Pam Childers
221 Palafox Place, Suite 140
Pensacola, FL 32502-5843
Please e-mail invoice to: ***escambia.invoices@escambiaclerk.com***

ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533
HOUSEHOLD HAZARDOUS WASTE COLLECTION
08/14/18
P. O. #180420

Drum Transport and Disposal Services - 08/14/18 Pickup:

Mobilization Cost – Transport and Disposal Services		N/C
Aerosol Cans	3 x 55 gal @ $305.00/each	$915.00
Flammable Liquid, Low Chlorine, Bulk (Flammable Liquids)	4 x 55 gal @ $95.00/each	$380.00
Flammable Liquid, Low Chlorine, Bulk (Oil-Based Paint Low Solids)	4 x 55 gal @ $95.00/each	$380.00
Pesticides or Herbicides, Liquid, Labpack	4 x 55 gal @ $335.00/each	$1,340.00
Pesticides or Herbicides, Solid, Labpack	2 x 55 gal @ $335.00/each	$670.00
Corrosives Liquids (Basic), Bulk	2 x 55 gal @ $335.00/each	$670.00
Flammable Solids, Labpack (Adhesive Labpacks)	3 x Cu Yd @ $997.50/each	$2,992.50
Non-Regulated, Bulk Liquid (Grease)	3 x 55 gal @ $115.00/each	$345.00
TOTAL FOR DRUM PICKUP (08/14/18)		**$7,692.50**

Perma-Fix environmental services

clear out

INVOICE

CLERK OF COURT AND COMPTROLLER
HON PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA FL 32502-5843

EMAIL ESCAMBIA.INVOICES@ESCAMBIACLERK.COM

INVOICE NUMBER	71-343519
INVOICE DATE	8/31/2018
BILL NUMBER	10218
SHIPMENT DATE	08/21/2018
TERMS	30 DAYS
SHIPMENT NO	PG-265GB

PO#: 180420 HHW- 8/14/2018

QTY	SEGMENT	TYPE		DRUM SIZE	UNIT PRICE	3%FL WASTE MGT ACT FEE	TOTAL AMOUNT
3	LP	60485	AEROSOLS LP	55	305.00		915.00
3	LP	60494	FLAMM SOLIDS LP	55	997.50		2,992.50
4	HF	60488	FLAMM LIQUID BULK-NON HALOGEN	55	95.00		380.00
4	HF	60490	FLAMM PAINT, BULK-NON HALOGEN	55	95.00		380.00
4	CN	60491-T	PESTICIDES-HERBICIDES LIQ LP	55	335.00		1,340.00
2	CN	60492-T	PESTICIDES-HERBICIDES SOLID LP	55	335.00		670.00
2	CN	60487-T	CORROSIVE LIQ BASIC BULK	55	335.00		670.00
3	NS	66252	NON REGULATED BULK (GREASE)	55	115.00		345.00
							7,692.50

WE ACCEPT MAJOR CREDIT CARD

TOTAL AMOUNT DUE: $7,692.50

REMIT TO: PERMA-FIX ENVIRONMENTAL SERVICES, INC.
P.O. BOX 676390
DALLAS, TX 75267-6390
(352) 373-6066

E-Mail Original

9.5.18
Rowe 9/5/18

PGII PFSG

Please print or type. (Form designed for use on elite (12-pitch) typewriter)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number
	FLD982120131	1	800-365-6060	017233854 JJK

GENERATOR

5. Generator's Name and Mailing Address
ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533
Generator's Phone: 850-937-2178

Generator's Site Address (if different than mailing address)
ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533 ☐

6. Transporter 1 Company Name
ROBBIE D.WOOD INC. 205-744-6440
U.S. EPA ID Number
ALD067138891

7. Transporter 2 Company Name
U.S. EPA ID Number

8. Designated Facility Name and Site Address
PERMA FIX OF FLORIDA, INC.
1940 N.W. 67TH PLACE
GAINESVILLE, FL 32653
Facility's Phone: 800-365-6060
U.S. EPA ID Number
FLD980711071

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number and Packing Group (if any))	10. Containers No	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
X	1. UN1263, Waste Paint related material, 3, PGII	004	DM	0220	G	D001		
X	2. UN1993, Waste Flammable liquids, n.o.s.,(Acetone,Toluene), 3, PGII	004	DM	0220	G	D001 F003	D018 F005	D035
X	3. UN1950, Waste Aerosols, flammable, n.o.s., 2.1	003	DM	0165	G	D001		
X	4. UN3021, Waste Pesticides, liquid, flammable, toxic, n. o.s., (Diazinon,Xylene), (6.1), PGII	004	DM	0220	G	D001 D018	D014 D020	D015 D035

14. Special Handling Instructions and Additional Information
9a.1: 60400
9a.2: 60488-T
9a.3 60485
9a.4 60401-T U114 U126 U185 U240 U247
SO #: 78153013 Doc #: DV172419 Ref #:

1. ERG 128 BULK OIL-BASED PAINT
2. ERG 128 FLAMMABLE LIQUIDS
3. ERG 126 AEROSOL CANS
4. ERG 151 LAB PACK DRUM #1(PESTICIDE LIQUIDS)

Notes(if Any):

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name: Patrick Wetherby
Signature:
Month: 08 Day: 14 Year: 18

INTL

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

TRANSPORTER

17. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name: Robbie Chilly
Signature:
Month: 8 Day: 14 Year: 18

Transporter 2 Printed/Typed Name
Signature
Month Day Year

DESIGNATED FACILITY

18. Discrepancy

18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection

Manifest Reference Number:

18b. Alternate Facility (or Generator)
U.S. EPA ID Number

Facility's Phone:

18c. Signature of Alternate Facility (or Generator)
Month Day Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1.	2.	3.	4.
H061	H081	H141	H040

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a

Printed/Typed Name: Scott Fullerton
Signature:
Month: 8 Day: 21 Year: 18

EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.

DESIGNATED FACILITY TO GENERATOR

Please print or type. (Form designed for use on elite (12-pitch) typewriter.) Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number FLD982120131	22. Page 2	23. Manifest Tracking Number 017233654 JJK

24. Generator's Name: ESCAMBIA COUNTY SOLID WASTE, 13009 BEULAH ROAD, CANTONMENT, FL 32533, 850-937-2175 — 13009 BEULAH ROAD, CANTONMENT, FL 32533

25. Transporter 1 Company Name — U.S. EPA ID Number

26. Transporter ___ Company Name — U.S. EPA ID Number

27a HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes		
X	UN2588, Waste Pesticides, solid, toxic, n.o.s. (CARBARYL, ATRAZINE), 8.1, II,	002	Dm	0110	G	D004	D008	D013
						D014	D016	D017
X	UN3266, Waste Corrosive liquid, basic, inorganic, n.o.s. (Sodium Hydroxide, Sodium Metasilicate), 8, II,	002	Dm	0110	G	D002		
X	UN1993, Waste Flammable liquids, n.o.s. (Acetone, Toluene), 3, II,					D001	D018	D039
						F003	F005	
X	UN1133, Waste Adhesives, (containing a flammable liquid), 3, II,	003	CF	1500	P	D001	D035	
7	Non-Regulated Material	003	Dm	0165	G			

32. Special Handling Instructions and Additional Information

1.) 60492-T D020 D031 U036 U061 U114 151 6.1 66252
2.) 60487-T 154 7.1
3.) 60488-T 128 8.1
4.) 60484 123 9.1

Document: DV172410

33. Transporter ___ Acknowledgment of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year

34. Transporter ___ Acknowledgment of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

H141	H141	H061	H141	

GENERATOR — TRANSPORTER — DESIGNATED FACILITY

EPA Form 8700-22A (Rev. 3-05) Previous editions are obsolete. DESIGNATED FACILITY TO GENERATOR

RECEIVED
SEP 04 2018
WASTE SERVICES

August 29, 2018

THIS LETTER IS CONFIRMATION YOUR WASTE WAS RECEIVED AT OUR FACILITY:

PERMA-FIX OF FLORIDA EPA ID# FLD980711071

ATTACHED IS THE DESIGNATED FACILITY TO GENERATOR COPY FOR YOUR RECORDS.

PLEASE RETAIN THIS AND THE ACCOMPANIED MANIFEST.

THANK YOU,

STAFF OF PERMA-FIX OF FLORIDA.

PO# PFSG

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number
	FLD982120131	1	800-365-6066	017233854 JJK

5. Generator's Name and Mailing Address
ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533
Generator's Phone: 850-937-2175

Generator's Site Address (if different than mailing address)
ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533

6. Transporter 1 Company Name: ROBBIE D.WOOD INC. 205-744-8440 — U.S. EPA ID Number: ALD067138891

7. Transporter 2 Company Name — U.S. EPA ID Number:

8. Designated Facility Name and Site Address
PERMA FIX OF FLORIDA, INC.
1940 N.W. 67TH PLACE
GAINESVILLE, FL 32653
Facility's Phone: 800-365-6066
U.S. EPA ID Number: FLD980711071

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
X	1. UN1263, Waste Paint related material, 3, PGII ( )	004	Dm	0220	G	D001		
X	2. UN1993, Waste Flammable liquids, n.o.s. (Acetone,Toluene), 3, PGII ( )	004	Dm	0220	G	D001 F003	D018 F005	D036
X	3. UN1950, Waste Aerosols, flammable, n.o.s., 2.1 ( )	003	Dm	0165	G	D001		
X	4. UN3021, Waste Pesticides, liquid, flammable, toxic, n. o.s., (Diazinon,Xylene), 3, (6.1), PGII ( )	004	Dm	0220	G	D001 D016	D014 D020	D018 U036

14. Special Handling Instructions and Additional Information
9a.1: 60480 1) D2.0 W801 H141
9a.2: 60488-7 2) D2.0 W801 H141
9a.3: 60485
9a.4: 60491-T U114 U129 U165 U240 U247
SO #: 78153013 Doc #: DV172419 Ref #:
1. ERG 128 BULK OIL-BASED PAINT 3) D2.0 W801 H141
2. ERG 128 FLAMMABLE LIQUIDS
3. ERG 126 AEROSOL CANS 4) D5.0 W801 H141
4. ERG 131 LAB PACK DRUM #1(PESTICIDE LIQUIDS)
Notes(If Any):

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name: Patrick Weherby — Signature: [signature] — Month 08 Day 14 Year 18

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

17. Transporter Acknowledgment of Receipt of Materials
Transporter 1 Printed/Typed Name: Charles Carey — Signature: [signature] — Month 8 Day 14 Year 18
Transporter 2 Printed/Typed Name — Signature — Month Day Year

18. Discrepancy
18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection
Manifest Reference Number:
18b. Alternate Facility (or Generator) — U.S. EPA ID Number
Facility's Phone:
18c. Signature of Alternate Facility (or Generator) — Month Day Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1.	2.	3.	4.
H061	H061	H141	H141 ~~H040~~

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a
Printed/Typed Name: Scott Fullerton — Signature: [signature] — Month 8 Day 21 Year 18

GENERATOR / INT'L / TRANSPORTER / DESIGNATED FACILITY

EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.

DESIGNATED FACILITY TO GENERATOR

Please print or type. (Form designed for use on elite (12-pitch) typewriter.) Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number FLD982120131	22. Page 2	23. Manifest Tracking Number 017233854 JJK

24. Generator's Name: ESCAMBIA COUNTY SOLID WASTE, 13009 BEULAH ROAD, CANTONMENT, FL 32533, 850-937-2176 — 13009 BEULAH ROAD, CANTONMENT FL 32533

25. Transporter 1 Company Name — U.S. EPA ID Number

26. Transporter ____ Company Name — U.S. EPA ID Number

27a. HM	27b. U.S. DOT Description (Including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes		
X	UN2588, Waste Pesticides, solid, toxic, n.o.s.(CARBARYL, ATRAZINE), 6.1, II,	002	Dm	0110	G	D004	D008	D013
						D014	D015	D016
X	UN3266, Waste Corrosive liquid, basic, inorganic, n.o.s.,(Sodium Hydroxide,Sodium Metasilicate), 8, II,	002	Dm	0110	G	D002		
X	UN1993, Waste Flammable liquids, n.o.s.,(Acetone,Toluene), 3, II,					D001	D018	D035
						F003	F005	
X	UN1133, Waste Adhesives, (containing a flammable liquid), 3, II,	003	CF	1500	P	D001	D035	
X	Non Regulated Materials	003	Dm	0165	G			

32. Special Handling Instructions and Additional Information — 6.1 UN2588 — 55 gal UN1A2

1.) 60462-T	D020 D031 U039 U061 U114 **	151	6.1
2.) 60487-T	55 gal UN1A2	154	7.1
3.) 60488-T	55 gal UN1A2	128	9.1
4.) 60491		128	9.1

Document: DV172415

33. Transporter ____ Acknowledgment of Receipt of Materials — Printed/Typed Name — Signature — Month — Day — Year

34. Transporter ____ Acknowledgment of Receipt of Materials — Printed/Typed Name — Signature — Month — Day — Year

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

H141 | H141 | H061 | H141 | H141

EPA Form 8700-22A (Rev. 3-05) Previous editions are obsolete. DESIGNATED FACILITY TO GENERATOR

PermaFix environmental services

Pg - 3st

December 7, 2018

Clerk of the Court & Comptroller
Hon. Pam Childers
221 Palafox Place, Suite 140
Pensacola, FL 32502-5843
Please e-mail invoice to: ***escambia.invoices@escambiaclerk.com***

shred
clean
out

ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533
HOUSEHOLD HAZARDOUS WASTE COLLECTION
11/27/18
P. O. #180420

Drum Transport and Disposal Services - 11/27/18 Pickup:

Mobilization Cost – Transport and Disposal Services		N/C
Aerosol Cans	4 x 55 gal @ $305.00/each	$1,220.00
Flammable Liquid, Low Chlorine, Bulk (Flammable Liquids)	6 x 55 gal @ $95.00/each	$570.00
Flammable Liquid, Low Chlorine, Bulk (Oil-Based Paint Low Solids)	5 x 55 gal @ $95.00/each	$475.00
Pesticides or Herbicides, Liquid, Labpack	9 x 55 gal @ $335.00/each	$3,015.00
Pesticides or Herbicides, Solid, Labpack	2 x 55 gal @ $335.00/each	$670.00
Corrosives Liquids (Acidic), Bulk	4 x 55 gal @ $335.00/each	$1,340.00
Corrosives Liquids (Basic), Bulk	2 x 55 gal @ $335.00/each	$670.00
Flammable Solids, Labpack (Adhesive Labpacks)	3 x Cu Yd @ $997.50/each	$2,992.50
TOTAL FOR DRUM PICKUP (11/27/18)		**$10,952.50**

E-Mail Original
12.14.18 dm

12/14/18

CLERK OF COURT AND COMPTROLLER
HON PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA FL 32502-5843

INVOICE NUMBER 71-344 421
INVOICE DATE 12/13/18
BILL NUMBER 10432
SHIPMENT DATE 12/03/2018
TERMS 30 DAYS
SHIPMENT NO PG-356GB

'EMAIL INVOICE: ESCAMBIA.INVOICES@ESCAMBIACLERK.COM

PO#: 180420

QTY	SEGMENT	TYPE		DRUM SIZE	UNIT PRICE	TOTAL AMOUNT
4	LP	60485	*AEROSOL CANS*	55	305.00	1,220.00
3	LP	60494	*FLAMMABLE SOLIDS,LABPACK*	CYB	997.50	2,992.50
						4,212.50
6	HF	60488	*FLAMMABLE LIQUID, LOW CHLORINE, BULK*	55	95.00	570.00
5	HF	60490	*FLAMMABLE PAINT, BULK*	55	95.00	475.00
						1,045.00
9	CN	60491-T	*PESTICIDES OR HERBICIDES, LIQUID, LABPACK*	55	335.00	3,015.00
2	CN	60492-T	*PESTICIDES OR HERBICIDES, SOLID, LABPACK*	55	335.00	670.00
4	CN	60486-T	*CORROSIVE LIQUIDS (BASIC), BULK*	55	335.00	1,340.00
2	CN	60487-T	*CORROSIVE LIQUIDS (ACIDIC), BULK*	55	335.00	670.00
						5,695.00
						10,952.50

12/13/18

WE ACCEPT MAJOR CREDIT CARD

TOTAL AMOUNT $10,952.50

PO#

PFSG

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number
	FLD982120131	1	800-365-6066	017234014 JJK

5. Generator's Name and Mailing Address
ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533
Generator's Phone: 850-937-2175

Generator's Site Address (if different than mailing address)
ESCAMBIA COUNTY SOLID WASTE
13009 BEULAH ROAD
CANTONMENT, FL 32533

6. Transporter 1 Company Name: ROBBIE D.WOOD INC. 205-744-8440 — U.S. EPA ID Number: ALD067138891

7. Transporter 2 Company Name: — U.S. EPA ID Number:

8. Designated Facility Name and Site Address
PERMA FIX OF FLORIDA, INC.
1940 N.W. 67TH PLACE
GAINESVILLE, FL 32653
Facility's Phone: 800-365-6066

U.S. EPA ID Number: FLD980711071

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
X	1. UN1133, Waste Adhesives, [containing a flammable liquid], 3, PGII ( )	003	CF	1500	P	D001	D035	
X	2. UN1993, Waste Flammable liquids, n.o.s.,(Acetone,Toluene), 3, PGII ( )	006	Dm	0330	G	D001 F003	D018 F005	D035
X	3. UN1263, Waste Paint related material, 3, PGII ( )	005	Dm	0275	G	D001		
X	4. UN1950, Waste Aerosols, flammable, n.o.s., 2.1 ( )	004	Dm	0220	G	D001		

14. Special Handling Instructions and Additional Information
9a.1: 60494 1) D5.0 W001 H061
9a.2: 60488-T
9a.3: 60490 2) D7.3 W204 H061
9a.4: 60485
SO #: 76153917 Doc #: DV173319 Ref #:

1. ERG 128 LAB PACK DRUM #4 (FLAMMABLE SOLIDS)
2. ERG 128 FLAMMABLE LIQUIDS 3) D7.3 W211 H061
3. ERG 128 BULK OIL-BASED PAINT
4. ERG 128 AEROSOL CANS
Notes(if Any): 4) D20 W801 H141

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name: Patrick Wetherby — Signature: [signature] — Month 11 Day 27 Year 18

16. International Shipments: ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

17. Transporter Acknowledgment of Receipt of Materials
Transporter 1 Printed/Typed Name: Charles Calley — Signature: [signature] — Month 11 Day 27 Year 18
Transporter 2 Printed/Typed Name: — Signature: — Month Day Year

18. Discrepancy
18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection
Manifest Reference Number:

18b. Alternate Facility (or Generator) — U.S. EPA ID Number
Facility's Phone:

18c. Signature of Alternate Facility (or Generator) — Month Day Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1.	2.	3.	4.
H061 ~~H141~~	H061	H061	H141

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a
Printed/Typed Name: Scott Fellerton — Signature: [signature] — Month 12 Day 03 Year 18

EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.

DESIGNATED FACILITY TO DESTINATION STATE (IF REQUIRED)

PO#

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number FLD982120131	22. Page 2	23. Manifest Tracking Number 017234014 JJK

24. Generator's Name: ESCAMBIA COUNTY SOLID WASTE, 13009 BEULAH ROAD, CANTONMENT, FL 32533, 850-937-2175 — 13009 BEULAH ROAD, CANTONMENT,FL 32533

25. Transporter 1 Company Name — U.S. EPA ID Number

26. Transporter ____ Company Name — U.S. EPA ID Number

GENERATOR

27a. HM	27b. U.S. DOT Description (Including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
X	UN3021, Waste Pesticides, liquid, flammable, toxic, n. o.s., (Diazinon,Xylene), 3 (6.1), II,	009	Dm	0495	G	D001 D014 D015 D016 D020 U035
X	UN2588, Waste Pesticides, solid, toxic, n.o.s.(CARBARYL, ATRAZINE), 6.1, II,	002	Dm	0110	G	D004 D008 D013 D014 D015 D016
X	UN3264, Waste Corrosive liquid, acidic, inorganic, n.o.s.,(Hydrochloric Acid,Sulfuric Acid), 8, III,	004	DF	0220	G	D002
X	UN3266, Waste Corrosive liquid, basic, inorganic, n.o.s.,(Sodium Hydroxide,Sodium Metasilicate), 8, II,	002	DF	0110	G	D002

32. Special Handling Instructions and Additional Information

1.) 60491-T U114 U129 U185 U240 U247 131 6.1 1/2) D50 D001 H141
2.) 60492-T D020 D031 U035 U061 U114 ** 151 7.1 3) D80 W105 H121
3.) 60486-T 154 8.1 4) D50 W10 H121
4.) 60487-T 151 9.1

Document: DV173319

33. Transporter ____ Acknowledgment of Receipt of Materials
Printed/Typed Name — Signature — Month Day Year

34. Transporter ____ Acknowledgment of Receipt of Materials
Printed/Typed Name — Signature — Month Day Year

TRANSPORTER

35. Discrepancy

DESIGNATED FACILITY

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

H141	H141	H121	H121
T040	~~H141~~	~~H141~~	~~H141~~

EPA Form 8700-22A (Rev. 3-05) Previous editions are obsolete.

DESIGNATED FACILITY TO DESTINATION STATE (IF REQUIRED)

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 - GENERAL INFORMATION SECTION -

Description: Collection and Disposal of Household Hazardous Waste

Bid Number: PD 18-19.010

Opening Date/Time: January 17, 2019 at 2:00 PM

Purchasing Agent: Jeffrey Lovingood

Client Department: Waste Services Dept. Director/Designee: Jim Howes

Protest Information: N/A

Note: Purchasing will advise of any Protest(s)

Requisition #: N/A

Fund #: 401 Fund Title: Solid Waste Fund

Cost Center #: 230306 Cost Center Title: Recycling

Object Code #: 53401 Object Code Title: Other Contractual Services

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation (●) Yes ( ) No
Note: Attachments to Requisition shall Reference PD # 0

Comments Applicable to General Information Section:

SECTION 2 - RECOMMENDED AWARD SECTION - (See Attached Tab Sheet)

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

To award the contract to Perma-Fix of Florida, Inc.

Unit Price Extensions Checked by: Jeff Lovingood

(Signature) _____ (Date) 1/18/2019

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing [ ] Yes [✓] No Client Departmen[ ] Yes [✓] No
If Yes, Please Document in Space Provided:

SECTION 3 -CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS -
FOR RECOMMENDED AWARD SECTION

Department Director/Designee Approval: _____ 1/24/19
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval: _____
(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 18-19.010 **Solicitation Name:** Collection and Disposal Services for Household Hazardous Waste								
Bid Opening Time: 3:00 PM CST **Bid Opening Date:** 1/17/2019 **Bid Opening Location:** Rm 11.407 **Name of Bidder(s)**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
Clean Earth of Alabama, Inc.		Y	N/A	Y	Y	Y	Y	Y	$16,415.00
Clean Harbors Environmental Services, Inc.		Y	N/A	Y	Y	Y	Y	Y	$41,226.15
Perma-Fix of Florida, Inc.		Y	N/A	Y	Y	Y	Y	Y	$11,337.50
Tradebe Environmental Services, LLC		Y	N/A	Y	Y	Y	Y	Y	$32,274.00
Bids Opened By:	Jeff Lovingood, Purchasing Specialist			**Date:**	1/17/2019	**Status:**			
Bids Tabulated By:	Jeff Lovingood, Purchasing Specialist			**Date:**	1/17/2019	Recommend to Award			
Bids Witnessed By:	Kelly Washington, Office Support Assoc.			**Date:**	1/17/2019	**CAR Date:**	1/28/2019	**BOCC Date:**	2/7/2019

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Perma-Fix of Florida, Inc.

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted: **1/24/19 5:00 PM** **Form Completed By:** **JDL**

AGREEMENT FOR COLLECTION AND DISPOSAL SERVICES FOR HOUSEHOLD HAZARDOUS WASTE (PD 18-19.010)

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 Perma-Fix of Florida, Inc. (hereinafter referred to as "Contractor"), a Florida for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-3241888, and whose principal address is 8302 Dunwoody Place, Suite 250, Atlanta, GA 30350.

WITNESSETH:

WHEREAS, on or about December 18, 2018, the County issued an Invitation to Bidders (PD 18-19.010) seeking the services of a contractor to perform household hazardous waste collection and disposal services; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of thirty-six (36) months. The total duration of this agreement shall not exceed the duration of three years.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bidders for Collection and Disposal Services for Household Hazardous Waste, Specification No. P.D. 18-19.010*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B.**

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only that which is ordered pursuant to a purchase order may be compensated.

6. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and

owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in quadruplicate to the following:

Clerk of the Circuit Court
Attn: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be immediately terminated for cause by the County or for convenience upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and

(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to conduct 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 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of any work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Perma-Fix of Florida, Inc.
Attention: Louis Centofanti
8302 Dunwoody Place, Suite 250
Atlanta, GA 30350

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and

surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

16. Permits, Licenses and Taxes.

a) All permits and licenses necessary for the performance of the agreement shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents at the time the project was let for bid. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the performance of the agreement, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the performance of the agreement.

b) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect.

This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Amy Lovoy, Acting County Administrator

Witness: _____

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/25/19

CONTRACTOR:
PERMA-FIX OF FLORIDA, INC.

ATTEST:

By: _____
Raymond Whittle, Vice President

By: _____
Corporate Secretary
(SEAL)

Date: _____

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

COLLECTION AND DISPOSAL SERVICES FOR HOUSEHOLD HAZARDOUS WASTE
SPECIFICATION NUMBER PD 18-19.010

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, JANUARY 14, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, December 18, 2019**

Board of County Commissioners
Lumon J. May, Chairman
Robert R. Bender, Vice Chairman
Jeff Bergosh
Steven Barry
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

EXHIBIT
tabbies
A

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local

businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
COLLECTION AND DISPOSAL SERVICES FOR HOUSEHOLD HAZARDOUS WASTE
SPECIFICATION PD 18-19.010

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

COLLECTION AND DISPOSAL SERVICES FOR HOUSEHOLD HAZARDOUS WASTE
PD 18-19.010

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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Drug-Free Workplace Form **	9
Information Sheet for Transactions and Conveyances Corporate Identification **	10
List of General Terms and Conditions (Incorporated by Reference)	12
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Exhibit G – Owner Direct Purchases – Form OF0205	22
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IMPORTANT NOTICE

THE BID FORM FOR THIS SOLICITATION IS NOW LOCATED ON THE ATTACHED EXCEL SPREADSHEET: "*PD 18-19.010 Bid Form*".

BIDDERS ARE REQUIRED TO COMPLETE THE BID FORM ON THE SPREADSHEET AND PRINT IT FOR SIGNATURE.

THE PRINTED BID FORM MUST BE SUBMITTED WITH AN ORIGINAL SIGNATURE OR THE BID WILL NOT BE ACCEPTED.

THE EXCEL SPREADSHEET MUST BE COMPLETED AND SUBMITTED VIA ELECTRONIC FORMAT (CD OR FLASH DRIVE)

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:

- Escambia County Operational License (Hazardous Waste Removal)
- Florida Department of Environment Protection (FDEP) Hazardous Waste Removal Permit

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____, 20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.010, "Collection and Disposal Services for Household Hazardous Waste", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. **Definitions**

Blackout Period means the period between the time the bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Scope of Work**

Escambia County, Florida, is seeking the service of a properly licensed and insured hazardous waste transportation, storage, and disposal firm to assist the County in conducting certain activities pertaining to the collection, identification, packaging, manifesting, and transportation of materials to a permitted Transfer Storage and Disposal (TSD) facility for recycling, treatment, and disposal of household chemicals collected through regular operation of the County's Household Hazardous Waste (HHW) Facility or through Amnesty Day-type events.

The County requests that Contractors meeting the qualifications outlined in the Solicitation provide bids for costs for services indicated. The Contractor understands that the County has the exclusive right to reject any and all bidders at its sole discretion and shall be held harmless from any claims by the bidders, resulting in losses due to the County failing to award a contract. In submitting a bid to the County, the bidder agrees to the terms and conditions outlined in this Invitation to Bid.

The County does not guarantee quantities of participants, events, or waste.

A. **Services**

1) **Amnesty Day** – Implement services at a designated site within the County for the collection, identification, packaging, manifesting, shipping, and proper treatment or disposal of household chemicals. The County currectly offers five events per year, with attendance around 300-400 participants for each event.

2) **Shed Clean-Out** – Provide services to pack, manifest, ship, and properly dispose of household chemicals collected at the Perdido Landfill collection facility. The County currently requests approximately three (3) Shed Clean-Out events per year. Amounts will vary from 40-50 drums and 4-6 Gaylord Boxes/Lab Packs.

3) **Transportation and Disposal Services** – Collect bulked or lab-packed chemicals from the Perdido Landfill Household Chemical Collection Facility, manifest, and ship to the proper treatment or disposal facility to recycle, treat, or dispose of household chemicals.

B. Experience

The Contractor shall have successfully conducted a minimum of ten (10) Household Chemical Collections within the past four (4) years, and have a permitted transfer, storage, and disposal facility in the State of Florida. The events must be documented and verifiable. Also, the Contractor shall have experience responding to Hazmat emergency events.

C. Professional Image

The Contractor will demonstrate the ability to maintain a professional image. Clean, well-maintained equipment operated by uniformed Contractor employees is expected. All employees working on County property or at a County-sponsored collection event are expected to wear proper Personal Protective Equipment (PPE) when handling any chemical.

D. Licenses and Permits

1) The Contractor shall be duly licensed as required by the State of Florida to transport and dispose of hazardous waste and be in possession of valid and current United States Environmental Protection Agency (USEPA) Identification Number indicated the same. The transporter shall meet current applicable standards for transporting hazardous waste as found in Chapter 62-730 F.A.C.

2) The Contractor shall be duly licensed as required by any regional jurisdiction, such as the possession of an occupational license, or any other license or permit which may be required. The Contractor shall be required to determine if any special or specific license or permit is required for participation in activites defined in the Invitation to Bid.

3) The Contractor shall deliver household chemicals for consolidation, treatment, storage, or disposal to facilities which have obtained and maintain a permit from the USEPA and/or state or local regulatory authority to perform such activities. The Contractor shall identify in its proposal the names, addresses, USEPA Identification Number, the contact person(s), and telephone numbers of the facilities which it will utilize in properly managing the waste materials identified in the Invitation to Bid.

4) As part of its bid, the Contractor shall:

   a. Provide a list containing any and all violations, enforcement actions, fines over the amount of Five Thousand Dollars ($5,000.00), or any other infractions in which the destination facility or facilities received in the last three (3) years of operation.

   b. Disclose any instance of being denied a permit or license for the conduction of a household chemical collection event in the last three (3) years.

   c. Supply written notice to the County of any regulatory notice or

citation issued to any transporter or TSD used by the County within ten (10) days of issue.

Damages, penalties, and/or fines imposed on or incurred by the County due to the Contractor's failure to obtain and keep current any required license or permit, or failure to comply with any law, ordinance, rule, regulation, or special condition applicable to the contract, or directly or indirectly relating to or resulting from the handling, identification, packaging, labeling, transportation, or disposal of all materials handled or managed by the Contractor, shall be borne by the Contractor.

3. **Performance and Bonds**

The County **shall** require the successful offeror(s) to furnish **separate performance and payment bonds for each Purchase Order**, under pledge of adequate surety and covering up to **100% of the dollar value of the Purchase Order** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. **Procurement Questions**

Questions shall be directed to Jeffrey Lovingood, Purchasing Specialist, at JDLovingood@myescambia.com. Last day for questions will be January 03, 2019 at 5:00 p.m. CDT.

5. **Bid Forms (Select One)**

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference**

A non-mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, Pensacola, FL, 32502, in Conference Room # 11.407, December 18, 2018 at 2:00 PM CST.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

7. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1) The potential for fire, explosion, corrosiveness and reactivity;

2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3) The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

8. Safety Regulations

Equipment and handling of all submitted materials shall meet all state and federal safety regulations.

9. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

10. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. Protection of Property/Security

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

12. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the bid form(s) to the best of our knowledge. All costs shall be the responsibility of the awarded firm.

13. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for up to two (2) additional twelve (12) month periods, up to a maximum thirty-six (36) months, upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

   Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. Pricing

All items billed to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

15. Price Adjustment

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

16. Changes - Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

17. Termination

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

18. Licenses, Certifications, Registrations

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

19. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

20. **Award**

Award shall be made on an "all-or-none total" basis.

21. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

22. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

23. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Non-Contract Insurance Requirements

24. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review

these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. **Workers Compensation Coverage**

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. **General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. **Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down

to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Commercial General Liability Coverage Project Aggregate

Because the commercial general liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of $1,000,000.00 is required by the County for this agreement or contract.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

25. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Paul R. Nobles/Purchasing Manager
Office of Purchasing

December 04, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.010 Collection and Disposal Services for Household Hazardous Waste

All:

Your firm recently received a Request for Letters of Interest for the above-mentioned specification.

This Addendum Number 1 provides additional bid information regarding personnel which should be filled out below and submitted with your bid along with the information requested in the solicitation and Excel spreadsheet.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Amnesty Day Event

Mobilization Cost per One-Day Event: $_____

Minimum Number of Personnel Needed:

Chemist	1
Technician	1
Worker	1
Driver	1

Shed Clean-Out Services

Mobilization Cost per One-Day Event: $_____

Minimum Number of Personnel Needed:
(Include Level of Training or Education)

Chemist	1
Technician	
Worker	
Driver	1

Transportation and Disposal Services

Mobilization Cost per One-Day Event: $_____

Minimum Number of Personnel Needed:
(Include Level of Training or Education)

Chemist	
Technician	
Worker	
Driver	1

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

December 11, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.010 Collection and Disposal Services for Household Hazardous Waste

All:

Your firm recently received a Request for Letters of Interest for the above-mentioned specification.

This Addendum Number 2 provides for the following revision of Special Terms and Conditions Section 2, Scope of Work, Item "B", Experience:

> The Contractor shall have successfully conducted a minimum of ten (10) Household Chemical Collections with the past four (4) years, and have a permitted transfer, storage, and disposal facility in the ~~State of Florida~~ **United States**. The events must be documented and verifiable. Also, the Contractor shall have experience responding to Hazmat emergency events.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 10, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 18-19.010 Collection and Disposal Services for Household Hazardous Waste

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

This Addendum Number 3 provides for the following updates:

- The Bid Opening Date is being moved from ~~January 14, 2018 at 2:00 PM CST~~, to **January 17, 2019 at 3:00 PM CST**.
- Several questions have been submitted and the responses are listed on the following pages.
- Invoices were requested for services provided by the previous vendor. Those invoices are included in the pages that follow.
- The Excel spreadsheet Bid Form – Unit Prices Tab had certain cells locked which require data from the vendor. Those cells have been unlocked and have been uploaded to Vendor Registry for download by those submitting bids. All bids must be submitted using the new Excel Spreadsheet Bid Form.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

JDL

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

Answers to Questions Submitted:

Q1. Please confirm that the Amnesty Day events, Shed Clean-Outs, and Transportation and Disposal Services all utilize the same price schedule given in the Excel spreadsheet. Please indicate if there are cases where the awarded vendor is required to provide packing supplies such as drums and vermiculite (Amnesty Day/Shed Clean-Out?), and other cases where the awarded vendor is not required to provide packing supplies (transportation and disposal?).

A1. Please use the same pricing schedule for all services and bid Amnesty Day events and Shed Clean-Outs to include staff and operating supplies as needed to complete event support.

Q2. In the Invitation to Bid, frequency of service for the Amnesty Day and Shed Clean-Outs were provided. Please provide the frequency of service for the Transportation and Disposal Services.

A2. The County had six (6) Transportation and Disposal visits this last fiscal year. We do not guarantee a minimum amount of service required.

Q3. What are the operating hours for the Amnesty Day events? If they vary, please add a per-hour on-site labor line to the bid for this service.

A3. Events are from 8:00 AM through 12:00 PM (noon). The hours do not vary.

Q4. How did the most recent vendor staff the Amnesty Day events?

A4. One (1) Chemist and six (6) Techs.

Q5. Does the County provide roll-off containers or other means of management for garbage and cardboard at the Amnesty Day events?

A5. Yes.

Q6. Does the County provide any volunteers at the Amnesty Day events? If yes, how many are anticipated and what services do the provide?

A6. Yes, usually fifteen (15) minimum. These are County Officers and inmate crews providing traffic control, unloading of participants, etc.

Q7. What is the expected time on-site to complete the Shed Clean-Out?

A7. Shed Clean-Out is for Oxidizers only and typically takes two (2) hours maximum. This does not typically vary. This visit can also be coordinated with an Amnesty Day event, usually held the day before.

Q8. How did the most recent contractor staff the Shed Clean-Out events?

A8. One (1) Chemist.

Q9. How will the cost of service be evaluated? Will the unit costs be summed? Will the price schedules be compared to a standard inventory?

A9. The Base Bid amount shown on the Bid Form tab of the Excel spreadsheet is the sum of all unit prices. While the formula cannot be changed by firms, the formula can be viewed by clicking cell E103 on the Unit Pricing tab.

Q10. Please provide waste profiles for any of the line items indicated as shipping in bulk.

A10. The County will not be providing waste profiles for this solicitation.

Q11. Please confirm that all waste received by the awarded firm will be household-generated waste.

A11. The County only accepts household hazardous waste. The County does not even accept Conditionally exempted Small Quantity Generators.

Q12. Performance bonds incur a cost on an annual basis. Please confirm that item 30 will be billable annually.

A12. The County considers Performance Bonds a part of the standard cost of business for firms. The firm's bond rating is their own and the County cannot be held liable for a firm's high bond cost. Unit Pricing posted shall include all of the firm's associated costs for doing the work.

Q13. Please provide the volume of dioxins that were shipped in fiscal year 2017-2018.

A13. Zero

Q14. Please clarify the reactive pricing format on item 25. Is the County looking for per-pound pricing with container minimums?

A14. Please disregard the per-pound heading on item 25 and bid on the cost per container.

Q15. Please confirm that item 29 does not include any DEA controlled substances.

A15. The County does not accept DEA controlled substances or medications.

AGREEMENT FOR COLLECTION AND DISPOSAL SERVICES FOR HOUSEHOLD HAZARDOUS WASTE PD 15-16.031

THIS AGREEMENT is made this 19th day of May, 2016, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Perma-Fix of Florida, Inc. (hereinafter referred to as "Contractor"), a Florida for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-3241888, and whose principal address is 1940 NW 67th Place, Gainesville, FL 32653.

WITNESSETH:

WHEREAS, on March 14, 2016, the County issued an Invitation to Bidders (PD 15-16.031) seeking the services of a contractor to perform household hazardous waste collection and disposal services; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of thirty-six (36) months. The total duration of this agreement shall not exceed the duration of three years.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Collection and Disposal Services for Household Hazardous Waste, Specification No. P.D. 15-16.031, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form dated March 30, 2016, attached hereto as Exhibit "B".

SOLICITATION, OFFER, AND BID FORM

Submit offers to:
Jeff Lovingood, 850-595-4953
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
or P.O. Box 1591, Pensacola, FL 32591-1591

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Collection and Disposal Services for Household Hazardous Waste

Solicitation Number PD 18-19.010

SOLICITATION

Mailing Date: December 03, 2018

Pre-Solicitation Conference: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502 at 10:00 AM CST, December 18, 2018

Offers Will Be Received Until: 2:00 PM CST, January 14, 2018, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with Recommended Awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to Escambia County Purchasing Ordinance.

OFFER (shall be completed by Offeror)

Federal Employer ID Number or S.S. Number:	59-3241888	**Terms of Payment**
Delivery Date will be	14 **days after receipt of Purchase Order**	See Special Terms & Conditions Item # 9
Vendor Name:	Perma-Fix of Florida, Inc.	
Address:	1940 NW 67th Place	
City, State, Zip:	Gainesville, FL 32653	
Phone:	(352) 373-6066	**Toll Free:** (800) 373-6066
Fax:	(352) 372-8963	**Contact:** Glenn S. Byer

Glenn S. Byer, SE Regional Ind Sales Exec.
Name & Title of Person Authorized to Sign Offer

* Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the bidder/proposer's offer shall result in the bid/proposal being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

BID FORM

BASE BID: $11,337.50

EXHIBIT
tabbies
B

PD 18-19.010 Collection and Disposal Services for Household Hazardous Waste		
	Bidding Company Name:	
Full Amnesty Day Event:	Mobilization cost per one day event (one day = 12 hours)	
Shed Clean-Out Services:	Mobilization cost per one day event (one day = 12 hours)	
Transportation and Disposal Services:	Mobilization cost per one day event (one day = 12 hours)	

Disposal of Wastes Targeted for Collection: The Contractor proposes to charge the County the following costs for the below listed wastes targeted for collection. Also, the Contractor shall identify the disposal method for each waste using the following codes:

Method of Disposal	Code
Hazardous waste treatment	(T)
Hazardous waste landfill	(L)
Hazardous waste incineration	(I)
Fuel blending	(F)
Recycling	(R)

Description		Size of Container	Method of Disposal	Unit Cost
Bulk Container Disposal	1.) Flammable Liquid, Low Chlorine, Bulk	55 Gallon	F	$95.00
		30 Gallon	F	$75.00
		5 Gallon	F	$25.00
	2.) Flammable Liquid, High Chlorine, Bulk	55 Gallon	F	$95.00
		30 Gallon	F	$75.00
		5 Gallon	F	$25.00
	3.) Flammable Liquid, Low Chlorine, Lab-Pack	55 Gallon	F	$50.00
		30 Gallon	F	$35.00
		5 Gallon	F	$25.00
	4.) Flammable Liquid, High Chlorine, Lab-Pack	55 Gallon	F	$50.00
		30 Gallon	F	$35.00
		5 Gallon	F	$25.00
	5.) Flammable Liquid, Poison	55 Gallon	F	$50.00
		30 Gallon	F	$35.00
		5 Gallon	F	$25.00
	6.) Flammable Solids, Lab-Pack	55 Gallon	F/I	$285.00
		30 Gallon	F/I	$210.00
		5 Gallon	F/I	$75.00

Description		Size of Container	Method of Disposal	Unit Cost
	7.) Aerosol Cans	55 Gallon	F/I	$295.00
		30 Gallon	F/I	$165.00
		5 Gallon	F/I	$25.00
	8.) Hazardous Waste, Liquid or Solid, Lab-Pack	55 Gallon	I/T	$75.00
		30 Gallon	I/T	$50.00
		5 Gallon	I/T	$20.00
	9.) Poisonous Material, Liquid or Solid, Lab-Pack	55 Gallon	I	$335.00
		30 Gallon	I	$185.00
		5 Gallon	I	$35.00
	10.) Corrosive Material, Lab-Pack	55 Gallon	I/T	$65.00
		30 Gallon	I/T	$40.00
		5 Gallon	I/T	$20.00
	11.) Oxidizers, Liquid, Bulk	55 Gallon	I	$195.00
		30 Gallon	I	$125.00
		5 Gallon	I	$35.00
	12.) Oxidizers, Liquid or Solid, Lab-Pack	55 Gallon	I	$585.00
		30 Gallon	I	$325.00
		5 Gallon	I	$125.00
	13.) Pesticides or Herbicides, Liquid or Solid, Lab-Pack	55 Gallon	I	$335.00
		30 Gallon	I	$185.00
		5 Gallon	I	$35.00
	14.) Cyanides or Sulfides, Lab-Pack	55 Gallon	I	$195.00
		30 Gallon	I	$195.00
		5 Gallon	I	$195.00
	15.) Batteries, Dry Cell	55 Gallon	R	$195.00
		30 Gallon	R	$125.00
		5 Gallon	R	$45.00
	16.) Batteries, Lead Acid	55 Gallon	R	$0.00
		30 Gallon	R	$0.00
		5 Gallon	R	$0.00
	17.) Used Oil	55 Gallon	R	$75.00
		30 Gallon	R	$50.00
		5 Gallon	R	$15.00
	18.) Antifreeze, Bulk Liquid	55 Gallon	R	$85.00
		30 Gallon	R	$65.00
		5 Gallon	R	$15.00
	19.) Latex Paint, Bulk Liquid	55 Gallon	T/L	$115.00
		30 Gallon	T/L	$60.00
		5 Gallon	T/L	$15.00

Description		Size of Container	Method of Disposal	Unit Cost
	20.) PCB Liquids, Bulk	55 Gallon	R	$295.00
		30 Gallon	R	$295.00
		5 Gallon	R	$75.00
	21.) PCB's Lab Pack	55 Gallon	R	$295.00
		30 Gallon	R	$225.00
		5 Gallon	R	$195.00
	22.) Dioxin, Liquid or Solid, Lab-Pack	55 Gallon	I	$65.00
		30 Gallon	I	$40.00
		5 Gallon	I	$20.00
	23.) Non Regulated Soaps, Polishes, and Others	55 Gallon	T/L	$115.00
		30 Gallon	T/L	$60.00
		5 Gallon	T/L	$15.00
	24.) Oil Based Paint, pints/quarts	Cuyd Gaylord type box	F	$590.00
		55 Gallon	F	$185.00
		30 Gallon	F	$115.00
		5 Gallon	F	$25.00
	25.) Reactives, Solid, lbs	Cuyd Gaylord type box	I	$195.00
		55 Gallon	I	$195.00
		30 Gallon	I	$195.00
		5 Gallon	I	$195.00
	26.) Mercury, Elemental	30 Gallon	R	$0.00
		5 Gallon	R	$0.00
	27.) Mercury Containing Devices	30 Gallon	R	$495.00
		5 Gallon	R	$215.00
	28.) Other Waste not specified	Cuyd Gaylord type box	T/L/I/F/R	$402.50
		55 Gallon	T/L/I/F/R	$345.00
		30 Gallon	T/L/I/F/R	$185.00
		5 Gallon	T/L/I/F/R	$35.00
	29.) Universal Waste, Prescription Medication, liquid or solid	10 Gallon	I	$125.00
		5 Gallon	I	$95.00
	30.) Performance and Payment Bond per $1000.00		$60.00	

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

December 04, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.010 Collection and Disposal Services for Household Hazardous Waste

All:

Your firm recently received a Request for Letters of Interest for the above-mentioned specification.

This Addendum Number 1 provides additional bid information regarding personnel which should be filled out below and submitted with your bid along with the information requested in the solicitation and Excel spreadsheet.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: Perma-Fix of Florida, Inc.

JDL

Amnesty Day Event

Mobilization Cost per One-Day Event: $ 4,900.00

Minimum Number of Personnel Needed:

Chemist	1
Technician	1
Worker	1
Driver	1

Shed Clean-Out Services

Mobilization Cost per One-Day Event: $ 0.00 (No charge)

Minimum Number of Personnel Needed: (Include Level of Training or Education)

Chemist	1
Technician	
Worker	
Driver	1

Transportation and Disposal Services

Mobilization Cost per One-Day Event: $ 0.00 (No charge)

Minimum Number of Personnel Needed: (Include Level of Training or Education)

Chemist	
Technician	
Worker	
Driver	1

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15550 **County Administrator's Report 12. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: Contract Award for Installation, Refurbish, and Removal of Pavement Markings and Associated Items
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Installation, Refurbish, and Removal of Pavement Markings and Associated Items - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Acting County Administrator to sign the Agreements Relating to Pavement Markings between Escambia County and Gulf Coast Traffic Engineers, Inc., and Ozark Striping Company, Inc., per the terms and conditions of PD 18-19.007, Installation, Refurbish, and Removal of Pavement Markings and Associated Items, with a total Fiscal Year 2018-2019 expenditure of $300,000.

[Funding: Fund 175, Transportation Trust Fund; Cost Center 211201, Traffic Operations; Object Code 55201, Operating Supplies]

BACKGROUND:

An Invitation to Bid for PD 18-19.007, Installation, Refurbish, and Removal of Pavement Markings and Associated Items was publicly noticed in the Pensacola News Journal on November 13, 2018. Two companies attended the non-mandatory pre-solicitation conference on November 26, 2018. Two firms submitted bids on December 13, 2018. It is the intent to award agreements to both companies that submitted responsive bids.

BUDGETARY IMPACT:

Fund 175, Transportation Trust Fund; Cost Center 211201, Traffic Operations; Object Code 55201, Operating Supplies

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreements were prepared by Kristin 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.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement and the Road Department will be the Contract Administrator for the Agreement.

Attachments

Solicitation
Addendum 1
Recommendation to Award Determination Checklist
Agreement - Gulf Coast Traffic Engineers Inc
Agreement - Ozark Striping Company Inc

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

INSTALLATION, REFURBISH AND REMOVAL OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS
SPECIFICATION NUMBER PD 18-19.007

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, DECEMBER 13, 2018
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, NOVEMBER 28, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover C. Robinson, IV
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not

fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the

County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
INSTALLATION, REFURBISH AND REMOVAL OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS
SPECIFICATION PD 18-19.007

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies, scanned, or digital signatures will not be accepted.
- Bid Surety (bond, check, etc.)
- Completed Bid Form Excel spreadsheet in electronic format (CD or flash drive).

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

INSTALLATION, REFURBISH AND REMOVAL OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS
PD 18-19.007

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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Solicitation, Offer, and Bid Form *	Attached
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Drug-Free Workplace Form **	6
Information Sheet for Transactions and Conveyances Corporate Identification **	7
List of General Terms and Conditions (Incorporated by Reference)	9
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IMPORTANT NOTICE

The Bid Form is for this solicitation is located on the attached Excel spreadsheet:

"PD 18-19.007 Bid Form for Installation, Refurbish, and Removal of Pavement Markings and Associated Items"

Bidders are required to complete the bid form on the spreadsheet and PRINT it for signature.

The printed bid form must be submitted with an original signature or the bid will not be accepted. Photocopies or digital signatures shall not be accepted.

The Excel spreadsheet must be completed in full and completed via electronic format (CD or flash drive) with your firm's printed and signed bid.

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of **Five Hundred Dollars ($500.00)**.

The work shall be substantially completed within the timeframe noted on the Purchase Order or Work Order (PO/WO). The Bidder agrees to fully complete all work included above within the days provided on the PO/WO. **Liquidated damages of Three Hundred Dollars $300.00 will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **Five Hundred Dollars ($500.00)** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.007, "INSTALLATION, REFURBISH AND REMOVAL OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Project Narrative

This contract involves work for capital improvement and maintenance projects throughout Escambia County. Work will consist of the layout, installation, and refurbishing of paint, thermoplastic, textured pavement, raised pavement markings (RPMs), wheel stops, galvanized post-type and flexible channel post delineators. Work will also include the removal (scarify) of old paint and thermoplastic markings, with proper disposal by the Contractor in accordance with federal, state, and local requirements including FDOT, DEP, and EPA.

Installation of new and refurbished paint or thermoplastic must complete a retro-reflectivity reading (Exhibit C) and comply with FDOT.

The County may issue individual Purchase Orders (Pos) or releases from Blanket Purchase Order(s) in the form of Work Orders (WOs) against the Contract on an “As Needed” basis for the commodities or services listed on the Bid Form.

All PO/WOs will require a signed agreement (Exhibit A) returned to the County before work can begin. There is no minimum quantity of work guaranteed under this solicitation. All PO/WOs will define the Scope of Work to be performed at the time it is issued.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount **Five Hundred Dollars ($500.00)**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the Solicitation, Offer and

Bid Form, and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Performance and Payment Bonds

The County **shall** require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

5. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Specialist, at JDLovingood@myescambia.com. Last day for questions will be December 04, 2018 at 5:00 p.m. CDT.

6. Bid Form

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502, in Conference Room #11.407 on November 28, 2018, at 10:00 AM CST.

It is strongly encouraged that all potential bidders attend this non-mandatory conference, so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

8. F.O.B. Point

The F.O.B. point shall be **installed** at the location(s) within Escambia County as specified by the Project Manager within each WO/PO. The prices offered shall include all costs of packaging, transporting, deliver, and unloading (this includes inside delivery if requested).

9. Delivery

Delivery to be as notified by Escambia County and the quantity will depend upon the County's need at the time of request.
Delivery time is of the essence in the award of this Solicitation and the performance of the awarded firm(s). Delivery shall be no later than the calendar days noted on the PO/WO.

Failure of the awarded vendor to meet this delivery requirement shall be result in default and immediate termination of the purchase order and/or contract.

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

10. Liquidated Damages

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **Three Hundred Dollars ($300.00) for each calendar day** of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

11. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for

preparing the information.

12. Safety Regulations

Equipment shall meet all state and federal safety regulations.

13. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Escambia County Central Office Complex – Public Works Department
Attention: Donald Christian
3363 West Park Place
Pensacola, FL 32505

Please note that all Invoices shall include the PO/WO number, Item Number listed on the PO/WO, general description, quantity ordered, Unit Price and Extended Total for each item, as well as the Grand Total for all items listed on the PO/WO. Failure to comply with this process will result in the rejection of the Invoice and may result in delays in Contractor receiving payment. County staff is responsible for returning all incomplete invoices to the Contractor within ten (10) days. The County will reserve the right to explain in detail noncompliant invoices and corrective actions.

14. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded vendor in accordance with the issued PO/WO, prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded vendor. Details and diagrams for proper fabrication and installation contained in the Technical Specifications contained within this document. It will be the responsibility of the awarded vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

15. Warranty

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of **two (2) years** from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

16. Debris

Awarded vendor(s) shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

17. Protection of Property/Security

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall always properly fence and secure the construction site(s), including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

18. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the bid form(s) to the best of our knowledge.

19. Contract Term/Renewal/Termination

The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for two (2) additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement by both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

A. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release PO/WOs against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

20. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and

discounts, offeror will be liable for any and all overage charges.

21. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

22. Changes - Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

23. Ordering

The County may issue individual POs or releases from Blanket POs in the form of WOs against the Contract on an “As Needed” basis for the commodities or services listed on the Bid Form. Regardless of the method that the PO/WO is issued, the MINIMUM requirement for placing or filling an order shall include the PO/WO number, item number of the commodity being ordered, quantity being ordered, the Unit Price of item(s), and the number of days to complete the order.

Time is of the essence in the performance of the work under this Contract. Agreement is established by signing and accepting the terms of the Contract.

The “Commencement Date” and “Completion Date” will be identified on each PO/WO. Each PO/WO will be submitted to the Contractor for review with the Commencement Date and Completion Date clearly noted. The Contractor will have **three (3) business days** to review and return the signed PO/WO to the County. This signature indicates that the Contractor acknowledges the work to be done and the required dates for project beginning and completion. The Contractor does not have the right to refusal but can request a new

Commencement or Completion Date. The County reserves the right to refuse all such requests.

No work shall be performed at the project site(s) prior to the Commencement Date. Any work performed by the Contractor or their agent prior to the Commencement Date shall be at the sole risk of the Contractor.

The PO/WO shall be completed within the time schedule established therein. If work cannot be completed within the time allotted, the Contractor may request a time extension, which shall be submitted in writing to the Contract Administrator. All responses from the County shall be in writing to be deemed valid. Work not completed within the time allotted will result in Liquidated Damages.

Time allotted for work completion shall be specified according to the schedule below. The County reserves the right to increase or decrease the time allotted as needed to meet specific needs.

Schedule

PO/WO greater than $50,000.00	120 days
PO/WO greater than $20,000.00 - $49,999.99	60 days
PO/WO greater than $10,000.00 - $19,999.99	30 days
PO/WO greater than $5,000.00 - $9,999.99	15 days
PO/WO less than $5,000.00	10 days

Additional line items may be added post-award via an executed Change Order to the Contract. Changes due to unforeseen needs identified by the County shall be added by "Contract Amendment" (Exhibit B) to these specifications and be included as addendum(s) to the line items included in this solicitation. All amendments shall first be approved by the Escambia County Board of County Commissioners (BCC) prior to being added to the Contract as an addendum.

Upon notice of intent to amend the Contract by the County, or request to amend the Contract by the Contractor, the County will submit to the Contractor a Contract Amendment including a list of proposed items for inclusion in the amendment. The Contractor will sign, date, and return the proposed amendment to the Contract Administrator within three (3) business days. The Contract Administrator shall submit a Recommendation to the BCC for approval. Upon BCC approval, the amendment shall be forwarded to the Office of Purchasing for appropriate action relating to the Contract. Pricing stated in the Bid Form or as amended shall apply for the duration of the Contract.

24. Licenses, Certifications, Registrations

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

25. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the

solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

26. Award

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place PO/WOs with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

27. Termination

The PO/WO or contract will be subject to immediate termination if either the product or service does not comply with the specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the Contract are violated by the awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

28. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within **five (5) working days** of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

29. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

30. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Non-Contract Insurance Requirements

31. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor’s interests or liabilities but are merely minimums.

Except for worker’s compensation and professional liability, the contractor’s insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x, c, u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the

County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

H. Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

32. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PD 18-19.007 INSTALLATION, REFURBISHMENT, AND REMOVAL OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS

EXHIBIT I
TECHNICAL SPECIFICATIONS

PAVEMENT MARKINGS

PART 1 – GENERAL

1.1 Related Documents

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the plan sheets or in the other sections of this Agreement, all materials and work shall conform to the applicable requirements in the following documents:

1) Florida Department of Transportation (FDOT) *Roadway and Traffic Design Standards*, Indices 17344 through 17347, 17352, and 17359, latest edition.

2) Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, Sections 701, 705, 706, 710, 711, 970, 971, and 933, latest edition.

3) USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.

GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specifications for Road and Bridge Construction* (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

1.2 Description of Work

The work under this section includes the installation and removal of temporary and permanent pavement markings, textured pavement, reflective markers, galvanized posts, flex posts, delineators, wheel stops, and audible and vibratory pavement markings. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications. Pavement making notes on plan sheets shall take precedence over and modify conflicting Technical Specifications.

PART 2 – PRODUCTS

2.1 Materials

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County's Project Administrator, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County's Project Administrator may remove and replace the same and deduct the cost of the work from the Contract amount.

2.2 Temporary Pavement Markings

Materials for temporary pavement marking shall meet all requirements of FDOT specifications, Section 710, latest edition.

2.3 Permanent Pavement Markings

Materials for permanent pavement markings shall meet all requirements of FDOT specifications, Section 711, latest edition.

2.4 Reflective Pavement Markers

Materials for reflective pavement markers shall meet all requirements of FDOT specifications, Section 706, latest edition.

2.5 Object Markers and Delineators

Materials for object markers shall meet all requirements of FDOT specifications, Section 705, latest edition.

2.6 Audible and Vibratory Pavement Markings

Materials for audible and vibratory pavement markings shall meet all requirements of FDOT specifications, Section 701, latest edition.

PART 3 – EXECUTION

3.1 General

All pavement markings shall be applied in accordance with FDOT specifications and requirements.

3.2 Temporary Pavement Markings

Temporary Pavement Markings shall be installed at the end of each day on new pavement surfaces and shall be maintained until permanent markings are installed.

3.3 Permanent Pavement Markings

Permanent pavement markings, including painted stripes, thermoplastic stripes, and reflective pavement markers, shall be installed as shown in the plans. Materials and installation shall conform to applicable standards in the documents referenced in Section 1.1. Installation of permanent markings on all final asphaltic concrete surfaces shall not be accomplished prior to fourteen (14) calendar days, nor later than thirty (30) calendar days, after placement of the final surfaces.

3.4 Retro-Reflectivity

The Contractor shall, within thirty (30) days of completion, furnish retro-reflectivity readings certifying that the materials (Exhibit C) meet all FDOT requirements as per Part 1, 1.1.B.2, Sections 710 and 711.

PART 4 – MEASUREMENT and PAYMENT

4.1 Method of Measurement

The County Project Administrator may specify a lump sum or unit of measurement for quantities in place.

The quantities to be paid for under this Section will be the length in feet or gross mile of Skip Traffic Stripes, the length in feet or gross mile of Solid Traffic Stripes, the number of directional arrows and pavement messages, the area painted in square feet or of Reflective Paint (Island Nose), and the area in square feet or the length in feet to remove existing markings. Measurement will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals, which shall not be included in pay quantity.

4.2 Basis of Payment

Prices and payment will be full compensation for all work specified in the Section, including all cleaning and preparing of surfaces, furnishing all materials, application, curing, and protection of all items, MOT, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

December 5, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.007 Installation, Refurbish, and Removal of Pavement Markings and Associated Items

All:

Your firm recently received a Request for Letters of Interest for the above-mentioned specification.

This Addendum Number 1 provides for an answer to the following question:

Question 1: The pay item for skip stripe is gross mile (GM). That means the contractor is paid from the beginning of the first painted stripe to the end of the last painted stripe, including the gaps. However, on page number 26 of 26 of the Solicitation, paragraph 4.1 states "Measurement will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals, which shall not be included in pay quantity." This is the definition of net mile (NM). Please clarify whether the skip stripe will be paid for as gross mile or net mile.

Answer 1: *Please provide Unit Pricing for skip stripe as Net Mile (NM) not Gross Mile (GM). While the Excel Bid Form will show "GM," it shall be understood by all parties that skip stripe is to be priced as Net Mile.*

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

JDL

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Installation, Refurbish, and Removal of Pavement Markings and Associated Items

Bid Number: PD 18-19.007

Opening Date/Time: December 13, 2018 at 2:00 PM CST

Purchasing Agent: Jeffrey Lovingood

Client Department: Public Works - Engineering Dept. Director/Designee: Donald Christian

Protest Information: N/A

Note: Purchasing will advise of any Protest(s)

Requisition #: N/A

Fund #: **see attachment Fund Title: _____

Cost Center #: _____ Cost Center Title: _____

Object Code #: _____ Object Code Title: _____

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation (●) Yes ( ) No
Note: Attachments to Requisition shall Reference PD # 0

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Unit Price Extensions Checked by: Jeff Lovingood

(Signature) _____ (Date) 1/14/19

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing [ ] Yes [✓] No Client Departmen [ ] Yes [ ] No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: Don Christian III Digitally signed by Don Christian III DN: cn=Don Christian III, o=Escambia County BOCC, ou=Public Works, email=dachristi@co.escambia.fl.us, c=US Date: 2019.01.07 09:36:04 -06'00'
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval: _____
(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

F0125

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 18-19.007 **Solicitation Name:** Installation, Refurbish, and Removal of Pavement Markings and Associated Items								
Bid Opening Time: 2:00 PM CST **Bid Opening Date:** 12/13/2018 **Bid Opening Location:** Rm 11.407 **Name of Bidder(s)**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
Gulf Coast Traffic Engineers, Inc.		Y	Y	Y	Y	Y	Y	Y	$49,178.37
Ozark Striping Company, Inc.		Y	Y	Y	Y	Y	Y	Y	$96,027.96
Bids Opened By:	Jeff Lovingood, Purchasing Specialist			**Date:**	12/13/2018	**Status:**			
Bids Tabulated By:	Jeff Lovingood, Purchasing Specialist			**Date:**	12/14/2018	Recommendation to Award			
Bids Witnessed By:	Susan Kerr, Office Support Associate			**Date:**	12/13/2018	**CAR Date:**	1/28/2019	**BOCC Date:**	2/7/2019

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Both Gulf Coast Traffic Engineers, Inc. and Ozark Striping Company, Inc.

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes: This is a multi-award solicitation and both responding vendors are responsive, therefore, both vendors will be recommended for award.

Posted: **1/24/19 3:00 PM** **Form Completed By:** **JDL**

Part 1: Application of Paint Markings (White, Yellow, Blue, Red)

			Ozark Striping			Gulf Coast Traffic Engineers		
Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*	10 Days	15-30 Days*	60-120 Days*
PO100	Skip Stripe, 4", 10'-30' Skip	GM	$1,240.00	$1,240.00	$1,240.00	$500.00	$500.00	$500.00
PO101	Skip Stripe, 4", 10'-30' Skip	LF	$1.50	$1.50	$1.50	$1.25	$1.25	$1.25
PO102	Skip Stripe, 4", 6'-10' Skip	LF	$1.50	$1.50	$1.50	$1.25	$1.25	$1.25
PO103	Skip Stripe, 4", 2'-4' Skip	LF	$1.50	$1.50	$1.50	$1.25	$1.25	$1.25
PO104	Solid Stripe, 4"	LF	$1.50	$1.50	$1.50	$1.25	$1.25	$1.25
PO105	Solid Stripe, 4"	GM	$620.00	$620.00	$620.00	$600.00	$600.00	$600.00
PO106	Skip Stripe, 6", 10'-30' Skip	GM	$1,580.00	$1,580.00	$1,580.00	$500.00	$500.00	$500.00
PO107	Skip Stripe, 6", 10'-30' Skip	LF	$1.50	$1.50	$1.50	$1.45	$1.45	$1.45
PO108	Skip Stripe, 6", 6'-10' Skip	LF	$1.50	$1.50	$1.50	$1.45	$1.45	$1.45
PO109	Skip Stripe, 6", 2'-4' Skip	LF	$1.50	$1.50	$1.50	$1.45	$1.45	$1.45
PO110	Solid Stripe, 6"	GM	$790.00	$790.00	$790.00	$750.00	$750.00	$750.00
PO111	Solid Stripe, 6"	LF	$1.50	$1.50	$1.50	$1.45	$1.45	$1.45
PO112	Solid Stripe, 12"	LF	$2.50	$2.50	$2.50	$2.75	$2.75	$2.75
PO113	Solid Stripe, 18"	LF	$3.50	$3.50	$3.50	$3.75	$3.75	$3.75
PO114	Solid Stripe, 24"	LF	$4.50	$4.50	$4.50	$4.75	$4.75	$4.75
PO115	Directional Arrow, Single headed, 12SF	EA	$32.00	$32.00	$32.00	$8.00	$8.00	$8.00
PO116	Directional Arrow, Single headed, 16SF	EA	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
PO117	Directional Arrow, Double headed, 27SF	EA	$48.00	$48.00	$48.00	$44.00	$44.00	$44.00
PO118	"Bump" Pavement Message	EA	$65.00	$65.00	$65.00	$40.00	$40.00	$40.00
PO119	Removal "Bump" Pavement Message	EA	$90.00	$90.00	$90.00	$4.00	$4.00	$4.00
PO120	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	$100.00	$100.00	$100.00	$9.00	$9.00	$9.00
PO121	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	$100.00	$100.00	$100.00	$14.00	$14.00	$14.00
PO122	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	$150.00	$150.00	$150.00	$19.00	$19.00	$19.00
PO123	Combination (Ref: 3B-29 "A" & "Advance") MUTCD	EA	$250.00	$250.00	$250.00	$70.00	$70.00	$70.00
PO124	Combination (Ref: 3B-30 "A" & "Advance") MUTCD	EA	$250.00	$250.00	$250.00	$70.00	$70.00	$70.00
PO125	"Lane" Pavement Message	EA	$50.00	$50.00	$50.00	$10.00	$10.00	$10.00
PO126	"Left" Pavement Message	EA	$50.00	$50.00	$50.00	$10.00	$10.00	$10.00

Part 1: Application of Paint Markings (White, Yellow, Blue, Red)

			Ozark Striping			Gulf Coast Traffic Engineers		
Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*	10 Days	15-30 Days*	60-120 Days*
PO127	"Merge" Pavement Message	EA	$60.00	$60.00	$60.00	$20.00	$20.00	$20.00
PO128	"Only" Pavement Message	EA	$50.00	$50.00	$50.00	$20.00	$20.00	$20.00
PO129	"Ped Xing" Pavement Message	EA	$68.00	$68.00	$68.00	$40.00	$40.00	$40.00
PO130	"Right" Pavement Message	EA	$60.00	$60.00	$60.00	$19.00	$19.00	$19.00
PO131	"RXR" Pavement Message	EA	$120.00	$120.00	$120.00	$45.00	$45.00	$45.00
PO132	"School" Pavement Message	EA	$80.00	$80.00	$80.00	$55.00	$55.00	$55.00
PO133	"Stop" Pavement Message	EA	$50.00	$50.00	$50.00	$40.00	$40.00	$40.00
PO134	"Yield" Pavement Message	EA	$60.00	$60.00	$60.00	$20.00	$20.00	$20.00
PO135	Approach Yield (Ref:3B-14a) MUTCD	EA	$35.00	$35.00	$35.00	$14.00	$14.00	$14.00
PO136	Approach Yield (Ref:3B-14b) MUTCD	EA	$35.00	$35.00	$35.00	$14.00	$14.00	$14.00
PO137	"Turn" Pavement Message	EA	$50.00	$50.00	$50.00	$10.00	$10.00	$10.00
PO138	Diamond Pavement Message	EA	$50.00	$50.00	$50.00	$10.00	$10.00	$10.00
PO139	Bike Symbol Pavement Message	EA	$50.00	$50.00	$50.00	$20.00	$20.00	$20.00
PO140	Bike Symbol "Arrow"	EA	$40.00	$40.00	$40.00	$14.00	$14.00	$14.00
PO141	Bike Symbol & Arrow	EA	$90.00	$90.00	$90.00	$29.00	$29.00	$29.00
PO142	5' Handicapped Symbol Pavement Message	EA	$75.00	$75.00	$75.00	$22.00	$22.00	$22.00
PO143	3' Handicapped Symbol Pavement Message	EA	$50.00	$50.00	$50.00	$14.00	$14.00	$14.00
PO144	Removal of Paint Markings	LF	$1.00	$1.00	$1.00	$4.75	$4.75	$4.75
PO145	Removal of Paint Markings	SF	$3.00	$3.00	$3.00	$9.50	$9.50	$9.50
PO146	Solid Stripe, 4" (BLUE)	LF	$1.50	$1.50	$1.50	$0.95	$0.95	$0.95
PO147	Solid Stripe, 6" (BLUE)	LF	$1.50	$1.50	$1.50	$0.95	$0.95	$0.95
PO148	Removal of Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	$350.00	$350.00	$350.00	$30.00	$30.00	$30.00
PO149	Removal of Combination (Ref: 3B-30 "A" & Advance) MUTCD		$350.00	$350.00	$350.00	$30.00	$30.00	$30.00
PO150	Temporary Removal Tape 6" White	EA	$50.00	$50.00	$50.00	$5.00	$5.00	$5.00
PO151	Temporary Removal Tape 6" Blue	EA	$50.00	$50.00	$50.00	$5.00	$5.00	$5.00
PO152	Temporary Removal Tape Handicap Emblem	EA	$35.00	$35.00	$35.00	$20.00	$20.00	$20.00
		Total	**$7,342.50**	**$7,342.50**	**$7,342.50**	**$3,222.20**	**$3,222.20**	**$3,222.20**

Part 2: Application of Thermoplastic Markings (White, Yellow, Blue, Red)

			Ozark Striping			Gulf Coast Traffic Engineers		
Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*	10 Days	15-30 Days*	60-120 Days*
TO100	Skip Stripe, 4", 10'-30' Skip	GM	$6,500.00	$6,500.00	$6,500.00	$1,800.00	$1,800.00	$1,800.00
TO101	Skip Stripe, 4", 10'-30' Skip	LF	$2.50	$2.50	$2.50	$1.90	$1.90	$1.90
TO102	Skip Stripe, 4", 6'-10' Skip	LF	$2.50	$2.50	$2.50	$1.90	$1.90	$1.90
TO103	Skip Stripe, 4", 2'-4' Skip	LF	$2.50	$2.50	$2.50	$1.90	$1.90	$1.90
TO104	Solid Stripe, 4"	LF	$2.50	$2.50	$2.50	$1.90	$1.90	$1.90
TO105	Solid Stripe, 4"	GM	$2,650.00	$2,650.00	$2,650.00	$3,200.00	$3,200.00	$3,200.00
TO106	Skip Stripe, 6", 10'-30' Skip	GM	$8,000.00	$8,000.00	$8,000.00	$2,000.00	$2,000.00	$2,000.00
TO107	Skip Stripe, 6", 10'-30' Skip	LF	$2.50	$2.50	$2.50	$1.90	$1.90	$1.90
TO108	Skip Stripe, 6", 6'-10' Skip	LF	$2.50	$2.50	$2.50	$1.90	$1.90	$1.90
TO109	Skip Stripe, 6", 2'-4' Skip	LF	$2.50	$2.50	$2.50	$1.90	$1.90	$1.90
TO110	Solid Stripe, 6"	GM	$3,200.00	$3,200.00	$3,200.00	$3,400.00	$3,400.00	$3,400.00
TO111	Solid Stripe, 6" Audible and Vibratory	GM	$5,700.00	$5,700.00	$5,700.00	$6,000.00	$6,000.00	$6,000.00
TO112	Solid Stripe, 6"	LF	$3.50	$3.50	$3.50	$1.90	$1.90	$1.90
TO113	Solid Stripe, 6" Audible and Vibratory	LF	$5.00	$5.00	$5.00	$4.00	$4.00	$4.00
TO114	Solid Stripe, 12"	LF	$4.50	$4.50	$4.50	$4.75	$4.75	$4.75
TO115	Solid Stripe, 18"	LF	$6.25	$6.25	$6.25	$5.75	$5.75	$5.75
TO116	Solid Stripe, 24"	LF	$7.85	$7.85	$7.85	$6.75	$6.75	$6.75
TO117	Directional Arrow, Single headed 12SF	EA	$60.00	$60.00	$60.00	$12.00	$12.00	$12.00
TO118	Directional Arrow, Single headed 16SF	EA	$80.00	$80.00	$80.00	$68.00	$68.00	$68.00
TO119	Directional Arrow, Double headed, 27SF	EA	$135.00	$135.00	$135.00	$88.00	$88.00	$88.00
TO120	"Bump" Thermoplastic Message	EA	$150.00	$150.00	$150.00	$73.00	$73.00	$73.00
TO121	Removal "Bump" Thermoplastic Message	EA	$90.00	$90.00	$90.00	$28.00	$28.00	$28.00
TO122	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	$225.00	$225.00	$225.00	$145.00	$145.00	$145.00
TO123	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	$225.00	$225.00	$225.00	$170.00	$170.00	$170.00
TO124	Hump Markings (Ref:3B-31 "Advance") MUTCD	EA	$350.00	$350.00	$350.00	$200.00	$200.00	$200.00
TO125	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	$575.00	$575.00	$575.00	$200.00	$200.00	$200.00

Part 2: Application of Thermoplastic Markings (White, Yellow, Blue, Red)

			Ozark Striping			Gulf Coast Traffic Engineers		
Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*	10 Days	15-30 Days*	60-120 Days*
TO126	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	$575.00	$575.00	$575.00	$200.00	$200.00	$200.00
TO127	"Lane" Thermoplastic Message	EA	$125.00	$125.00	$125.00	$70.00	$70.00	$70.00
TO128	"Left" Thermoplastic Message	EA	$125.00	$125.00	$125.00	$70.00	$70.00	$70.00
TO129	"Merge" Thermoplastic Message	EA	$150.00	$150.00	$150.00	$80.00	$80.00	$80.00
TO130	"Only" Thermoplastic Message	EA	$125.00	$125.00	$125.00	$70.00	$70.00	$70.00
TO131	"Ped Xing" Thermoplastic Message	EA	$150.00	$150.00	$150.00	$100.00	$100.00	$100.00
TO132	"Right" Thermoplastic Message	EA	$135.00	$135.00	$135.00	$80.00	$80.00	$80.00
TO133	"RXR" Thermoplastic Message	EA	$350.00	$350.00	$350.00	$115.00	$115.00	$115.00
TO134	"School" Thermoplastic Message	EA	$170.00	$170.00	$170.00	$95.00	$95.00	$95.00
TO135	"Stop" Thermoplastic Message	EA	$125.00	$125.00	$125.00	$74.00	$74.00	$74.00
TO136	"Yield" Thermoplastic Message	EA	$140.00	$140.00	$140.00	$80.00	$80.00	$80.00
TO137	Approach Yield (Ref: 3B-14a) MUTCD	EA	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
TO138	Approach Yield (Ref: 3B-14b) MUTCD	EA	$60.00	$60.00	$60.00	$65.00	$65.00	$65.00
TO139	"Turn" Thermoplastic Message	EA	$125.00	$125.00	$125.00	$70.00	$70.00	$70.00
TO140	Diamond Thermoplastic Message	EA	$150.00	$150.00	$150.00	$18.00	$18.00	$18.00
TO141	Bike Symbol Thermoplastic Message	EA	$200.00	$200.00	$200.00	$120.00	$120.00	$120.00
TO142	Bike Symbol "Arrow"	EA	$35.00	$35.00	$35.00	$45.00	$45.00	$45.00
TO143	Bike Symbol & Arrow	EA	$235.00	$235.00	$235.00	$165.00	$165.00	$165.00
TO144	5' Handicapped Symbol Thermoplastic Message	EA	$150.00	$150.00	$150.00	$68.00	$68.00	$68.00
TO145	3' Handicapped Symbol Thermoplastic Message	EA	$125.00	$125.00	$125.00	$48.00	$48.00	$48.00
TO146	Removal of Thermoplastic Markings	LF	$1.00	$1.00	$1.00	$4.75	$4.75	$4.75
TO147	Removal of Thermoplastic Markings	SF	$3.00	$3.00	$3.00	$9.50	$9.50	$9.50
TO148	Rumble Strips FDOT Index 518 (1 set)	EA	$335.00	$335.00	$335.00	$120.00	$120.00	$120.00
TO149	Rumble Strips FDOT Index 518 (4 sets)	EA	$1,340.00	$1,340.00	$1,340.00	$395.00	$395.00	$395.00
TO150	Solid Stripe, 4" (BLUE)	LF	$3.50	$3.50	$3.50	$5.75	$5.75	$5.75
TO151	Solid Stripe, 6" (BLUE)	LF	$5.00	$5.00	$5.00	$6.25	$6.25	$6.25
TO152	Removal of Combination (Ref:3B-29"A" & Advance) MUTCD	EA	$350.00	$350.00	$350.00	$75.00	$75.00	$75.00
TO153	Removal of Combination (Ref:3B-30"A" & Advance) MUTCD	EA	$350.00	$350.00	$350.00	$75.00	$75.00	$75.00
TO154	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (1 set)	EA	$500.00	$500.00	$500.00	$75.00	$75.00	$75.00

Part 2: Application of Thermoplastic Markings (White, Yellow, Blue, Red)

			Ozark Striping			Gulf Coast Traffic Engineers		
Item #	**Description of Work Order Items**	**Unit**	**10 Days**	**15-30 Days***	**60-120 Days***	**10 Days**	**15-30 Days***	**60-120 Days***
TO155	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (4 sets)	EA	$2,000.00	$2,000.00	$2,000.00	$300.00	$300.00	$300.00
TO156	Street Print Brand Textured Pavement, Brick, Red (w/layout & prep.)	SF	$8.50	$8.50	$8.50	$29.00	$29.00	$29.00
TO157	Street Print Brand Textured Pavement, Brick, Red (refurbish only)	SF	$3.50	$3.50	$3.50	$29.00	$29.00	$29.00
		Total	**$36,194.10**	**$36,194.10**	**$36,194.10**	**$20,237.70**	**$20,237.70**	**$20,237.70**

Part 3: Layout (Only) for Installation of Pavement Markings*

			Ozark Striping			Gulf Coast Traffic Engineers		
Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*	10 Days	15-30 Days*	60-120 Days*
LO100	Sk+C17+B2:B36+B2:B37+C17+B2:B36+B2:B2:B38	GM	$50.00	$50.00	$50.00	$45.00	$45.00	$45.00
LO101	Skip Stripe, 4", 10'-30' Skip	LF	$1.00	$1.00	$1.00	$0.95	$0.95	$0.95
LO102	Skip Stripe, 4", 6'-10' Skip	LF	$1.00	$1.00	$1.00	$0.95	$0.95	$0.95
LO103	Skip Stripe, 4", 2'-4' Skip	LF	$1.00	$1.00	$1.00	$0.95	$0.95	$0.95
LO104	Solid Stripe, 4"	LF	$1.00	$1.00	$1.00	$0.95	$0.95	$0.95
LO105	Solid Stripe, 4"	GM	$125.00	$125.00	$125.00	$120.00	$120.00	$120.00
LO106	Skip Stripe, 6", 10'-30' Skip	GM	$125.00	$125.00	$125.00	$120.00	$120.00	$120.00
LO107	Skip Stripe, 6", 10'-30' Skip	LF	$1.00	$1.00	$1.00	$0.95	$0.95	$0.95
LO108	Skip Stripe, 6", 6'-10' Skip	LF	$1.00	$1.00	$1.00	$0.95	$0.95	$0.95
LO109	Skip Stripe, 6", 2'-4' Skip	LF	$1.00	$1.00	$1.00	$0.95	$0.95	$0.95
LO110	Solid Stripe, 6"	GM	$125.00	$125.00	$125.00	$120.00	$120.00	$120.00
LO111	Solid Stripe, 6"	LF	$1.00	$1.00	$1.00	$0.95	$0.95	$0.95
LO112	Solid Stripe, 12"	LF	$1.00	$1.00	$1.00	$0.95	$0.95	$0.95
LO113	Solid Stripe, 18"	LF	$2.00	$2.00	$2.00	$1.95	$1.95	$1.95
LO114	Solid Stripe, 24"	LF	$2.00	$2.00	$2.00	$1.95	$1.95	$1.95
LO115	Directional Arrow, Single-headed 12SF	EA	$5.00	$5.00	$5.00	$0.95	$0.95	$0.95
LO116	Directional Arrow, Single-headed 16SF	EA	$5.00	$5.00	$5.00	$4.75	$4.75	$4.75
LO117	Directional Arrow, Double-headed 27SF	EA	$10.00	$10.00	$10.00	$4.75	$4.75	$4.75
LO118	"Bump" Thermoplastic Message	EA	$10.00	$10.00	$10.00	$4.75	$4.75	$4.75
LO119	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	$50.00	$50.00	$50.00	$4.75	$4.75	$4.75
LO120	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	$50.00	$50.00	$50.00	$4.75	$4.75	$4.75
LO121	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	$100.00	$100.00	$100.00	$28.00	$28.00	$28.00
LO122	Combination (Ref: 3B-29 "A" & "Advance") MUTCD	EA	$150.00	$150.00	$150.00	$28.00	$28.00	$28.00
LO123	Combination (Ref: 3B-30 "A" & "Advance") MUTCD	EA	$150.00	$150.00	$150.00	$28.00	$28.00	$28.00
LO124	"Lane" Pavement Message	EA	$10.00	$10.00	$10.00	$1.95	$1.95	$1.95
LO125	"Left" Pavement Message	EA	$10.00	$10.00	$10.00	$1.95	$1.95	$1.95

Part 3: Layout (Only) for Installation of Pavement Markings*

			Ozark Striping			Gulf Coast Traffic Engineers		
Item #	**Description of Work Order Items**	**Unit**	**10 Days**	**15-30 Days***	**60-120 Days***	**10 Days**	**15-30 Days***	**60-120 Days***
LO126	"Merge" Pavement Message	EA	$10.00	$10.00	$10.00	$4.75	$4.75	$4.75
LO127	"Only" Pavement Message	EA	$10.00	$10.00	$10.00	$4.75	$4.75	$4.75
LO128	"Ped Xing" Pavement Message	EA	$10.00	$10.00	$10.00	$4.75	$4.75	$4.75
LO129	"Right" Pavement Message	EA	$10.00	$10.00	$10.00	$4.75	$4.75	$4.75
LO130	"RXR" Pavement Message	EA	$10.00	$10.00	$10.00	$35.00	$35.00	$35.00
LO131	"School" Pavement Message	EA	$10.00	$10.00	$10.00	$9.50	$9.50	$9.50
LO132	"Stop" Pavement Message	EA	$10.00	$10.00	$10.00	$9.50	$9.50	$9.50
LO133	"Yield" Pavement Message	EA	$10.00	$10.00	$10.00	$9.50	$9.50	$9.50
LO134	Approach Yield (Ref: 3B-14a) MUTCD	EA	$10.00	$10.00	$10.00	$4.75	$4.75	$4.75
LO135	Approach Yield (Ref: 3B-14b) MUTCD	EA	$10.00	$10.00	$10.00	$19.50	$19.50	$19.50
LO136	"Turn" Pavement Message	EA	$10.00	$10.00	$10.00	$4.75	$4.75	$4.75
LO137	Diamond Pavement Message	EA	$10.00	$10.00	$10.00	$4.75	$4.75	$4.75
LO138	Bike Symbol Pavement Message	EA	$10.00	$10.00	$10.00	$4.75	$4.75	$4.75
LO139	Bike Symbol "Arrow"	EA	$10.00	$10.00	$10.00	$4.75	$4.75	$4.75
LO140	Bike Symbol "Arrow"	EA	$10.00	$10.00	$10.00	$9.50	$9.50	$9.50
LO141	Handicapped Symbol Pavement Message	EA	$10.00	$10.00	$10.00	$4.75	$4.75	$4.75
LO142	Rumble Strips FDOT Index 518 (1 set)	EA	$50.00	$50.00	$50.00	$9.50	$9.50	$9.50
LO143	Rumble Strips FDOT Index 518 (4 sets)	EA	$100.00	$100.00	$100.00	$35.00	$35.00	$35.00
		Total	**$1,298.00**	**$1,298.00**	**$1,298.00**	**$714.55**	**$714.55**	**$714.55**

***Layout - Measuring and marking locations for pavement markings and associated items where none previously existed or previous locations are indiscernible.**

Part 4: Layout and Installation of Reflective Pavement Markings and Flexible Post Channelizers (All Colors)

			Ozark Striping			Gulf Coast Traffic Engineers		
Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*	10 Days	15-30 Days*	60-120 Days*
RO100	Mono-directional Reflective (RPM), (F&I)	EA	$6.00	$6.00	$6.00	$9.00	$9.00	$9.00
RO101	Bi-directional Reflective (RPM), (F&I)	EA	$6.00	$6.00	$6.00	$9.00	$9.00	$9.00
RO102	Removal, Reflective Pavement Markers	EA	$1.00	$1.00	$1.00	$0.95	$0.95	$0.95
RO103	Flexible Post C Delineators, 36" (F&I)	EA	$125.00	$125.00	$125.00	$24.00	$24.00	$24.00
RO104	Removal, Flexible Post Delineators	EA	$35.00	$35.00	$35.00	$1.95	$1.95	$1.95
RO105	Impact Recovery Flexible Delineators, 48" (F&I)	EA	$125.00	$125.00	$125.00	$45.00	$45.00	$45.00
RO106	Impact Recovery Flexible Delineators, 60" (F&I)	EA	$125.00	$125.00	$125.00	$55.00	$55.00	$55.00
RO107	Impact Recovery Flexible Delineators, 60" (F&I)	EA	$125.00	$125.00	$125.00	$60.00	$60.00	$60.00
RO108	Type IV (Diamond Grade) 6" X 12" Delineators, post type, 7ft galvanized, U-Channel (2#/ft)	EA	$75.00	$75.00	$75.00	$14.50	$14.50	$14.50
		Total	**$623.00**	**$623.00**	**$623.00**	**$219.40**	**$219.40**	**$219.40**

Part 5: Installation, Relocation and Removal of Wheel Stops

			Ozark Striping			Gulf Coast Traffic Engineers		
Item #	**Description of Work Order Items**	**Unit**	**10 Days**	**15-30 Days***	**60-120 Days***	**10 Days**	**15-30 Days***	**60-120 Days***
WO100	6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, (F&I)	EA	$110.00	$110.00	$110.00	$49.00	$49.00	$49.00
WO100	Relocate, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	$110.00	$110.00	$110.00	$14.50	$14.50	$14.50
WO100	Remove, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	$50.00	$50.00	$50.00	$9.50	$9.50	$9.50
		Total	**$270.00**	**$270.00**	**$270.00**	**$73.00**	**$73.00**	**$73.00**

Part 6: Night Application of Pavement Markings and Associated Items

Application of Pavement Markings and Associated Items to be performed between the hours of 8:00 PM and 6:00 AM

Work Required by the County to be performed under Part 6 will include a Flat Rate or Percentage Adder for the Contractor to cover the increase in night-time operational costs, in addition to the line item amounts. If the Percentage Adder amount is less than the Flat Rate Adder amount, the Flat Rate Adder amount will supercede the Percentage.

Note: The Flate Rate Adder should be the minimum additional cost the Contractor considers is necessary for smaller jobs to compensate for increased night-time operational costs.

Ozark Striping					
Flat Rate Adder:	$750.00				
Percentage Adder:	$45,727.60 Uses Subtotals in "10 Days" column from Parts 1-5 for this total.	*	10.00% Percentage	=	$4,572.76 **Percentage Adder Total**
Grand Total Adder:	$45,727.60 Uses Subtotals in "10 Days" column from Parts 1-5 for this total.	+	$4,572.76 Select the LARGER of the two adders. Enter the Flat Rate amount **OR** the Percentage amount.	=	$50,300.36 **Part 6 Total**

Gulf Coast Traffic Engineers					
Flat Rate Adder:	$200.00				
Percentage Adder:	$24,466.85 Uses Subtotals in "10 Days" column from Parts 1-5 for this total.	*	10.00% Percentage	=	$244.67 **Percentage Adder Total**
Grand Total Adder:	$24,466.85 Uses Subtotals in "10 Days" column from Parts 1-5 for this total.	+	$244.67 Select the LARGER of the two adders. Enter the Flat Rate amount OR the Percentage amount.	=	$24,711.52 **Part 6 Total**

AGREEMENT RELATING TO PAVEMENT MARKINGS (PD 18-19.007)

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Place, Suite 420, Pensacola, Florida 32502, and Gulf Coast Traffic Engineers, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 59-1104811, whose principal address is 8203 Kipling Street, Pensacola, FL 32514, with each at times being referred to as "party" or "parties".

WITNESSETH:

WHEREAS, on November 13, 2018, the County issued an Invitation to Bid seeking a Contractor to provide installation, refurbishing and removal of pavement markings and other related services throughout Escambia County (PD 18-19.007); and

WHEREAS, in response to the solicitation, the Contractor submitted a bid demonstrating that the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.

3. Scope of Services. Contractor agrees to perform in accordance with the terms and conditions outlined in Escambia County's *Invitation to Bidders Installation, Refurbish, and Removal of Pavement Markings and Associated Items, Specification No. P.D. 18-19.007*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. County shall pay Contractor for services rendered in accordance with the Bid Form, attached hereto as **Exhibit B**.

5. 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.

6. Method of Billing. Payment may be requested by Contractor on a monthly basis by the submission of a properly executed original invoice reflecting the amount due and owing with

appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Escambia County Public Works Department
Attention: Donald Christian
3363 West Park Place
Pensacola, FL 32505

All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. The County may terminate the Agreement immediately for cause or for convenience upon providing thirty (30) days' prior written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' prior written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination, but Contractor shall not be entitled to any other recovery against the County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation.

In the event Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to conduct 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 Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of any work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

Gulf Coast Traffic Engineers, Inc.
Attention: Blair S. Crooke
8203 Kipling Street
Pensacola, FL 32514

Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

With copy to:
Transportation and Traffic Division
Attention: Program Director
3363 West Park Place
Pensacola, FL 32505

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days' prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

16. Permits, Licenses and Taxes. All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Amy Lovoy, Acting County Administrator

Witness: _____

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 1/24/19

CONTRACTOR:
GULF COAST TRAFFIC ENGINEERS, INC.

ATTEST:

BY: _____
Blair S. Crooke, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

INSTALLATION, REFURBISH AND REMOVAL OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS
SPECIFICATION NUMBER PD 18-19.007

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, DECEMBER 13, 2018
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, NOVEMBER 28, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover C. Robinson, IV
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

EXHIBIT
A

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not

fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) **Notice:**

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) **Waiver of the Application of Local Preference:**

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) **Limitations:**

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) **Penalties:**

1. **Misrepresentation:**

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. **Failure to Maintain Local Business Preference Qualifications:**

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. **Lack of Good Faith:**

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the

County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
INSTALLATION, REFURBISH AND REMOVAL OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS
SPECIFICATION PD 18-19.007

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies, scanned, or digital signatures will not be accepted.
- Bid Surety (bond, check, etc.)
- Completed Bid Form Excel spreadsheet in electronic format (CD or flash drive).

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

INSTALLATION, REFURBISH AND REMOVAL OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS
PD 18-19.007

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

	Page
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Drug-Free Workplace Form **	6
Information Sheet for Transactions and Conveyances Corporate Identification **	7
List of General Terms and Conditions (Incorporated by Reference)	9
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IMPORTANT NOTICE

The Bid Form is for this solicitation is located on the attached Excel spreadsheet:

"PD 18-19.007 Bid Form for Installation, Refurbish, and Removal of Pavement Markings and Associated Items"

Bidders are required to complete the bid form on the spreadsheet and PRINT it for signature.

The printed bid form must be submitted with an original signature or the bid will not be accepted. Photocopies or digital signatures shall not be accepted.

The Excel spreadsheet must be completed in full and completed via electronic format (CD or flash drive) with your firm's printed and signed bid.

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of **Five Hundred Dollars ($500.00)**.

The work shall be substantially completed within the timeframe noted on the Purchase Order or Work Order (PO/WO). The Bidder agrees to fully complete all work included above within the days provided on the PO/WO. **Liquidated damages of Three Hundred Dollars $300.00 will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **Five Hundred Dollars ($500.00)** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.007, "INSTALLATION, REFURBISH AND REMOVAL OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Project Narrative**

This contract involves work for capital improvement and maintenance projects throughout Escambia County. Work will consist of the layout, installation, and refurbishing of paint, thermoplastic, textured pavement, raised pavement markings (RPMs), wheel stops, galvanized post-type and flexible channel post delineators. Work will also include the removal (scarify) of old paint and thermoplastic markings, with proper disposal by the Contractor in accordance with federal, state, and local requirements including FDOT, DEP, and EPA.

Installation of new and refurbished paint or thermoplastic must complete a retro-reflectivity reading (Exhibit C) and comply with FDOT.

The County may issue individual Purchase Orders (Pos) or releases from Blanket Purchase Order(s) in the form of Work Orders (WOs) against the Contract on an "As Needed" basis for the commodities or services listed on the Bid Form.

All PO/WOs will require a signed agreement (Exhibit A) returned to the County before work can begin. There is no minimum quantity of work guaranteed under this solicitation. All PO/WOs will define the Scope of Work to be performed at the time it is issued.

3. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount **Five Hundred Dollars ($500.00).**

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the Solicitation, Offer and

Bid Form, and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Performance and Payment Bonds**

The County **shall** require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

5. **Procurement Questions**

Questions shall be directed to Jeffrey Lovingood, Purchasing Specialist, at JDLovingood@myescambia.com. Last day for questions will be December 04, 2018 at 5:00 p.m. CDT.

6. **Bid Form**

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. **Pre-Solicitation Conference**

A non-mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502, in Conference Room #11.407 on November 28, 2018, at 10:00 AM CST.

It is strongly encouraged that all potential bidders attend this non-mandatory conference, so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

8. **F.O.B. Point**

The F.O.B. point shall be **installed** at the location(s) within Escambia County as specified by the Project Manager within each WO/PO. The prices offered shall include all costs of packaging, transporting, deliver, and unloading (this includes inside delivery if requested).

9. **Delivery**

Delivery to be as notified by Escambia County and the quantity will depend upon the County's need at the time of request.
Delivery time is of the essence in the award of this Solicitation and the performance of the awarded firm(s). Delivery shall be no later than the calendar days noted on the PO/WO.

Failure of the awarded vendor to meet this delivery requirement shall be result in default and immediate termination of the purchase order and/or contract.

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

10. Liquidated Damages

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **Three Hundred Dollars ($300.00) for each calendar day** of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

11. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for

preparing the information.

12. **Safety Regulations**

Equipment shall meet all state and federal safety regulations.

13. **Payment**

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Escambia County Central Office Complex – Public Works Department
Attention: Donald Christian
3363 West Park Place
Pensacola, FL 32505

Please note that all Invoices shall include the PO/WO number, Item Number listed on the PO/WO, general description, quantity ordered, Unit Price and Extended Total for each item, as well as the Grand Total for all items listed on the PO/WO. Failure to comply with this process will result in the rejection of the Invoice and may result in delays in Contractor receiving payment. County staff is responsible for returning all incomplete invoices to the Contractor within ten (10) days. The County will reserve the right to explain in detail noncompliant invoices and corrective actions.

14. **Assembly and/or Placement**

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded vendor in accordance with the issued PO/WO, prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded vendor. Details and diagrams for proper fabrication and installation contained in the Technical Specifications contained within this document. It will be the responsibility of the awarded vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

15. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of **two (2) years** from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

16. **Debris**

Awarded vendor(s) shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

17. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall always properly fence and secure the construction site(s), including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

18. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the bid form(s) to the best of our knowledge.

19. Contract Term/Renewal/Termination

The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for two (2) additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement by both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

A. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release PO/WOs against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

20. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and

discounts, offeror will be liable for any and all overage charges.

21. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

22. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

23. **Ordering**

The County may issue individual POs or releases from Blanket POs in the form of WOs against the Contract on an "As Needed" basis for the commodities or services listed on the Bid Form. Regardless of the method that the PO/WO is issued, the MINIMUM requirement for placing or filling an order shall include the PO/WO number, item number of the commodity being ordered, quantity being ordered, the Unit Price of item(s), and the number of days to complete the order.

Time is of the essence in the performance of the work under this Contract. Agreement is established by signing and accepting the terms of the Contract.

The "Commencement Date" and "Completion Date" will be identified on each PO/WO. Each PO/WO will be submitted to the Contractor for review with the Commencement Date and Completion Date clearly noted. The Contractor will have **three (3) business days** to review and return the signed PO/WO to the County. This signature indicates that the Contractor acknowledges the work to be done and the required dates for project beginning and completion. The Contractor does not have the right to refusal but can request a new

Commencement or Completion Date. The County reserves the right to refuse all such requests.

No work shall be performed at the project site(s) prior to the Commencement Date. Any work performed by the Contractor or their agent prior to the Commencement Date shall be at the sole risk of the Contractor.

The PO/WO shall be completed within the time schedule established therein. If work cannot be completed within the time allotted, the Contractor may request a time extension, which shall be submitted in writing to the Contract Administrator. All responses from the County shall be in writing to be deemed valid. Work not completed within the time allotted will result in Liquidated Damages.

Time allotted for work completion shall be specified according to the schedule below. The County reserves the right to increase or decrease the time allotted as needed to meet specific needs.

Schedule	
PO/WO greater than $50,000.00	120 days
PO/WO greater than $20,000.00 - $49,999.99	60 days
PO/WO greater than $10,000.00 - $19,999.99	30 days
PO/WO greater than $5,000.00 - $9,999.99	15 days
PO/WO less than $5,000.00	10 days

Additional line items may be added post-award via an executed Change Order to the Contract. Changes due to unforeseen needs identified by the County shall be added by "Contract Amendment" (Exhibit B) to these specifications and be included as addendum(s) to the line items included in this solicitation. All amendments shall first be approved by the Escambia County Board of County Commissioners (BCC) prior to being added to the Contract as an addendum.

Upon notice of intent to amend the Contract by the County, or request to amend the Contract by the Contractor, the County will submit to the Contractor a Contract Amendment including a list of proposed items for inclusion in the amendment. The Contractor will sign, date, and return the proposed amendment to the Contract Administrator within three (3) business days. The Contract Administrator shall submit a Recommendation to the BCC for approval. Upon BCC approval, the amendment shall be forwarded to the Office of Purchasing for appropriate action relating to the Contract. Pricing stated in the Bid Form or as amended shall apply for the duration of the Contract.

24. Licenses, Certifications, Registrations

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

25. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the

solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

26. Award

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place PO/WOs with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

27. Termination

The PO/WO or contract will be subject to immediate termination if either the product or service does not comply with the specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the Contract are violated by the awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

28. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within **five (5) working days** of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

29. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

30. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Non-Contract Insurance Requirements

31. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x, c, u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the

County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

H. Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

32. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PD 18-19.007 INSTALLATION, REFURBISHMENT, AND REMOVAL OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS

EXHIBIT I
TECHNICAL SPECIFICATIONS

PAVEMENT MARKINGS

PART 1 – GENERAL

1.1 Related Documents

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the plan sheets or in the other sections of this Agreement, all materials and work shall conform to the applicable requirements in the following documents:

1) Florida Department of Transportation (FDOT) *Roadway and Traffic Design Standards*, Indices 17344 through 17347, 17352, and 17359, latest edition.

2) Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, Sections 701, 705, 706, 710, 711, 970, 971, and 933, latest edition.

3) USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.

GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specifications for Road and Bridge Construction* (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

1.2 Description of Work

The work under this section includes the installation and removal of temporary and permanent pavement markings, textured pavement, reflective markers, galvanized posts, flex posts, delineators, wheel stops, and audible and vibratory pavement markings. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications. Pavement making notes on plan sheets shall take precedence over and modify conflicting Technical Specifications.

PART 2 – PRODUCTS

2.1 Materials

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County's Project Administrator, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County's Project Administrator may remove and replace the same and deduct the cost of the work from the Contract amount.

2.2 Temporary Pavement Markings

Materials for temporary pavement marking shall meet all requirements of FDOT specifications, Section 710, latest edition.

2.3 Permanent Pavement Markings

Materials for permanent pavement markings shall meet all requirements of FDOT specifications, Section 711, latest edition.

2.4 Reflective Pavement Markers

Materials for reflective pavement markers shall meet all requirements of FDOT specifications, Section 706, latest edition.

2.5 Object Markers and Delineators

Materials for object markers shall meet all requirements of FDOT specifications, Section 705, latest edition.

2.6 Audible and Vibratory Pavement Markings

Materials for audible and vibratory pavement markings shall meet all requirements of FDOT specifications, Section 701, latest edition.

PART 3 – EXECUTION

3.1 General

All pavement markings shall be applied in accordance with FDOT specifications and requirements.

3.2 Temporary Pavement Markings

Temporary Pavement Markings shall be installed at the end of each day on new pavement surfaces and shall be maintained until permanent markings are installed.

3.3 Permanent Pavement Markings

Permanent pavement markings, including painted stripes, thermoplastic stripes, and reflective pavement markers, shall be installed as shown in the plans. Materials and installation shall conform to applicable standards in the documents referenced in Section 1.1. Installation of permanent markings on all final asphaltic concrete surfaces shall not be accomplished prior to fourteen (14) calendar days, nor later than thirty (30) calendar days, after placement of the final surfaces.

3.4 Retro-Reflectivity

The Contractor shall, within thirty (30) days of completion, furnish retro-reflectivity readings certifying that the materials (Exhibit C) meet all FDOT requirements as per Part 1, 1.1.B.2, Sections 710 and 711.

PART 4 – MEASUREMENT and PAYMENT

4.1 Method of Measurement

The County Project Administrator may specify a lump sum or unit of measurement for quantities in place.

The quantities to be paid for under this Section will be the length in feet or gross mile of Skip Traffic Stripes, the length in feet or gross mile of Solid Traffic Stripes, the number of directional arrows and pavement messages, the area painted in square feet or of Reflective Paint (Island Nose), and the area in square feet or the length in feet to remove existing markings. Measurement will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals, which shall not be included in pay quantity.

4.2 Basis of Payment

Prices and payment will be full compensation for all work specified in the Section, including all cleaning and preparing of surfaces, furnishing all materials, application, curing, and protection of all items, MOT, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

December 5, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.007 Installation, Refurbish, and Removal of Pavement Markings and Associated Items

All:

Your firm recently received a Request for Letters of Interest for the above-mentioned specification.

This Addendum Number 1 provides for an answer to the following question:

Question 1: The pay item for skip stripe is gross mile (GM). That means the contractor is paid from the beginning of the first painted stripe to the end of the last painted stripe, including the gaps. However, on page number 26 of 26 of the Solicitation, paragraph 4.1 states "Measurement will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals, which shall not be included in pay quantity." This is the definition of net mile (NM). Please clarify whether the skip stripe will be paid for as gross mile or net mile.

Answer 1: *Please provide Unit Pricing for skip stripe as Net Mile (NM) not Gross Mile (GM). While the Excel Bid Form will show "GM," it shall be understood by all parties that skip stripe is to be priced as Net Mile.*

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

JDL

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

SOLICITATION, OFFER, AND BID FORM — **ESCAMBIA COUNTY, FLORIDA**

Submit offers to:
Jeff Lovingood, 850-595-4953
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
or P.O. Box 1591, Pensacola, FL 32591-1591

Invitation to Bid
Installation, Refurbish, and Removal of Pavement Markings and Associated Items
Solicitation Number PD 18-19.007

SOLICITATION

Mailing Date: November 13, 2018

Pre-Solicitation Conference: A Non-Manc Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502 at 10:00 AM CST, November 28, 2018

Offers Will Be Received Until: 2:00 PM CST, December 13, 2018, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with Recommended Awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to Escambia County Purchasing Ordinance.

OFFER (shall be completed by Offeror)

Federal Employer ID Number or S.S. Number: 59-1104811
Terms of Payment: Net 30
Delivery Date will be 0-10 **days after receipt of Purchase Order**
Vendor Name: GULF COAST TRAFFIC ENGINEERS, INC
Address: 8203 KPLING ST
Bid Bond Attached: $ 500
City, State, Zip: PENSACOLA, FL 32514
Phone: 850-478-7066 **Toll Free:**
Fax: N/A **Contact:** Blair Crooke

BLAIR CROOKE, PRESIDENT
Name & Title of Person Authorized to Sign Offer

* Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the bidder/proposer's offer shall result in the bid/proposal being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

BID FORM

BASE BID: $ 49178.3685

EXHIBIT
tabbies
B

Part 1: Application of Paint Markings (White, Yellow, Blue, Red)

Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*
PO100	Skip Stripe, 4", 10'-30' Skip	GM	$500.00	$500.00	$500.00
PO101	Skip Stripe, 4", 10'-30' Skip	LF	$1.25	$1.25	$1.25
PO102	Skip Stripe, 4", 6'-10' Skip	LF	$1.25	$1.25	$1.25
PO103	Skip Stripe, 4", 2'-4' Skip	LF	$1.25	$1.25	$1.25
PO104	Solid Stripe, 4"	LF	$1.25	$1.25	$1.25
PO105	Solid Stripe, 4"	GM	$600.00	$600.00	$600.00
PO106	Skip Stripe, 6", 10'-30' Skip	GM	$500.00	$500.00	$500.00
PO107	Skip Stripe, 6", 10'-30' Skip	LF	$1.45	$1.45	$1.45
PO108	Skip Stripe, 6", 6'-10' Skip	LF	$1.45	$1.45	$1.45
PO109	Skip Stripe, 6", 2'-4' Skip	LF	$1.45	$1.45	$1.45
PO110	Solid Stripe, 6"	GM	$750.00	$750.00	$750.00
PO111	Solid Stripe, 6"	LF	$1.45	$1.45	$1.45
PO112	Solid Stripe, 12"	LF	$2.75	$2.75	$2.75
PO113	Solid Stripe, 18"	LF	$3.75	$3.75	$3.75
PO114	Solid Stripe, 24"	LF	$4.75	$4.75	$4.75
PO115	Directional Arrow, Single headed, 12SF	EA	$8.00	$8.00	$8.00
PO116	Directional Arrow, Single headed, 16SF	EA	$40.00	$40.00	$40.00
PO117	Directional Arrow, Double headed, 27SF	EA	$44.00	$44.00	$44.00
PO118	"Bump" Pavement Message	EA	$40.00	$40.00	$40.00
PO119	Removal "Bump" Pavement Message	EA	$4.00	$4.00	$4.00
PO120	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	$9.00	$9.00	$9.00
PO121	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	$14.00	$14.00	$14.00
PO122	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	$19.00	$19.00	$19.00
PO123	Combination (Ref: 3B-29 "A" & "Advance") MUTCD	EA	$70.00	$70.00	$70.00
PO124	Combination (Ref: 3B-30 "A" & "Advance") MUTCD	EA	$70.00	$70.00	$70.00
PO125	"Lane" Pavement Message	EA	$10.00	$10.00	$10.00
PO126	"Left" Pavement Message	EA	$10.00	$10.00	$10.00
PO127	"Merge" Pavement Message	EA	$20.00	$20.00	$20.00
PO128	"Only" Pavement Message	EA	$20.00	$20.00	$20.00
PO129	"Ped Xing" Pavement Message	EA	$40.00	$40.00	$40.00
PO130	"Right" Pavement Message	EA	$19.00	$19.00	$19.00
PO131	"RXR" Pavement Message	EA	$45.00	$45.00	$45.00
PO132	"School" Pavement Message	EA	$55.00	$55.00	$55.00
PO133	"Stop" Pavement Message	EA	$40.00	$40.00	$40.00
PO134	"Yield" Pavement Message	EA	$20.00	$20.00	$20.00
PO135	Approach Yield (Ref:3B-14a) MUTCD	EA	$14.00	$14.00	$14.00

Part 1: Application of Paint Markings (White, Yellow, Blue, Red)

Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*
PO136	Approach Yield (Ref:3B-14b) MUTCD	EA	$14.00	$14.00	$14.00
PO137	"Turn" Pavement Message	EA	$10.00	$10.00	$10.00
PO138	Diamond Pavement Message	EA	$10.00	$10.00	$10.00
PO139	Bike Symbol Pavement Message	EA	$20.00	$20.00	$20.00
PO140	Bike Symbol "Arrow"	EA	$14.00	$14.00	$14.00
PO141	Bike Symbol & Arrow	EA	$29.00	$29.00	$29.00
PO142	5' Handicapped Symbol Pavement Message	EA	$22.00	$22.00	$22.00
PO143	3' Handicapped Symbol Pavement Message	EA	$14.00	$14.00	$14.00
PO144	Removal of Paint Markings	LF	$4.75	$4.75	$4.75
PO145	Removal of Paint Markings	SF	$9.50	$9.50	$9.50
PO146	Solid Stripe, 4" (BLUE)	LF	$0.95	$0.95	$0.95
PO147	Solid Stripe, 6" (BLUE)	LF	$0.95	$0.95	$0.95
PO148	Removal of Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	$30.00	$30.00	$30.00
PO149	Removal of Combination (Ref: 3B-30 "A" & Advance) MUTCD		$30.00	$30.00	$30.00
PO150	Temporary Removal Tape 6" White	EA	$5.00	$5.00	$5.00
PO151	Temporary Removal Tape 6" Blue	EA	$5.00	$5.00	$5.00
PO152	Temporary Removal Tape Handicap Emblem	EA	$20.00	$20.00	$20.00
		Total	$3,222.20	$3,222.20	$3,222.20

Part 2: Application of Thermoplastic Markings (White, Yellow, Blue, Red)

Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*
TO100	Skip Stripe, 4", 10'-30' Skip	GM	$1,800.00	$1,800.00	$1,800.00
TO101	Skip Stripe, 4", 10'-30' Skip	LF	$1.90	$1.90	$1.90
TO102	Skip Stripe, 4", 6'-10' Skip	LF	$1.90	$1.90	$1.90
TO103	Skip Stripe, 4", 2'-4' Skip	LF	$1.90	$1.90	$1.90
TO104	Solid Stripe, 4"	LF	$1.90	$1.90	$1.90
TO105	Solid Stripe, 4"	GM	$3,200.00	$3,200.00	$3,200.00
TO106	Skip Stripe, 6", 10'-30' Skip	GM	$2,000.00	$2,000.00	$2,000.00
TO107	Skip Stripe, 6", 10'-30' Skip	LF	$1.90	$1.90	$1.90
TO108	Skip Stripe, 6", 6'-10' Skip	LF	$1.90	$1.90	$1.90
TO109	Skip Stripe, 6", 2'-4' Skip	LF	$1.90	$1.90	$1.90
TO110	Solid Stripe, 6"	GM	$3,400.00	$3,400.00	$3,400.00
TO111	Solid Stripe, 6" Audible and Vibratory	GM	$6,000.00	$6,000.00	$6,000.00
TO112	Solid Stripe, 6"	LF	$1.90	$1.90	$1.90
TO113	Solid Stripe, 6" Audible and Vibratory	LF	$4.00	$4.00	$4.00
TO114	Solid Stripe, 12"	LF	$4.75	$4.75	$4.75
TO115	Solid Stripe, 18"	LF	$5.75	$5.75	$5.75
TO116	Solid Stripe, 24"	LF	$6.75	$6.75	$6.75
TO117	Directional Arrow, Single headed 12SF	EA	$12.00	$12.00	$12.00
TO118	Directional Arrow, Single headed 16SF	EA	$68.00	$68.00	$68.00
TO119	Directional Arrow, Double headed, 27SF	EA	$88.00	$88.00	$88.00
TO120	"Bump" Thermoplastic Message	EA	$73.00	$73.00	$73.00
TO121	Removal "Bump" Thermoplastic Message	EA	$28.00	$28.00	$28.00
TO122	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	$145.00	$145.00	$145.00
TO123	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	$170.00	$170.00	$170.00
TO124	Hump Markings (Ref:3B-31 "Advance") MUTCD	EA	$200.00	$200.00	$200.00
TO125	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	$200.00	$200.00	$200.00
TO126	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	$200.00	$200.00	$200.00
TO127	"Lane" Thermoplastic Message	EA	$70.00	$70.00	$70.00
TO128	"Left" Thermoplastic Message	EA	$70.00	$70.00	$70.00
TO129	"Merge" Thermoplastic Message	EA	$80.00	$80.00	$80.00
TO130	"Only" Thermoplastic Message	EA	$70.00	$70.00	$70.00
TO131	"Ped Xing" Thermoplastic Message	EA	$100.00	$100.00	$100.00
TO132	"Right" Thermoplastic Message	EA	$80.00	$80.00	$80.00
TO133	"RXR" Thermoplastic Message	EA	$115.00	$115.00	$115.00
TO134	"School" Thermoplastic Message	EA	$95.00	$95.00	$95.00

Part 2: Application of Thermoplastic Markings (White, Yellow, Blue, Red)

Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*
TO135	"Stop" Thermoplastic Message	EA	$74.00	$74.00	$74.00
TO136	"Yield" Thermoplastic Message	EA	$80.00	$80.00	$80.00
TO137	Approach Yield (Ref: 3B-14a) MUTCD	EA	$60.00	$60.00	$60.00
TO138	Approach Yield (Ref: 3B-14b) MUTCD	EA	$65.00	$65.00	$65.00
TO139	"Turn" Thermoplastic Message	EA	$70.00	$70.00	$70.00
TO140	Diamond Thermoplastic Message	EA	$18.00	$18.00	$18.00
TO141	Bike Symbol Thermoplastic Message	EA	$120.00	$120.00	$120.00
TO142	Bike Symbol "Arrow"	EA	$45.00	$45.00	$45.00
TO143	Bike Symbol & Arrow	EA	$165.00	$165.00	$165.00
TO144	5' Handicapped Symbol Thermoplastic Message	EA	$68.00	$68.00	$68.00
TO145	3' Handicapped Symbol Thermoplastic Message	EA	$48.00	$48.00	$48.00
TO146	Removal of Thermoplastic Markings	LF	$4.75	$4.75	$4.75
TO147	Removal of Thermoplastic Markings	SF	$9.50	$9.50	$9.50
TO148	Rumble Strips FDOT Index 518 (1 set)	EA	$120.00	$120.00	$120.00
TO149	Rumble Strips FDOT Index 518 (4 sets)	EA	$395.00	$395.00	$395.00
TO150	Solid Stripe, 4" (BLUE)	LF	$5.75	$5.75	$5.75
TO151	Solid Stripe, 6" (BLUE)	LF	$6.25	$6.25	$6.25
TO152	Removal of Combination (Ref:3B-29"A" & Advance) MUTCD	EA	$75.00	$75.00	$75.00
TO153	Removal of Combination (Ref:3B-30"A" & Advance) MUTCD	EA	$75.00	$75.00	$75.00
TO154	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (1 set)	EA	$75.00	$75.00	$75.00
TO155	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (4 sets)	EA	$300.00	$300.00	$300.00
TO156	Street Print Brand Textured Pavement, Brick, Red (w/layout & prep.)	SF	$29.00	$29.00	$29.00
TO157	Street Print Brand Textured Pavement, Brick, Red (refurbish only)	SF	$29.00	$29.00	$29.00
		Total	**$20,237.70**	**$20,237.70**	**$20,237.70**

Part 3: Layout (Only) for Installation of Pavement Markings*

Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*
LO100	Sk+C17+B2:B36+B2:B37+C17+B2:B36+B2:B2:B38	GM	$45.00	$45.00	$45.00
LO101	Skip Stripe, 4", 10'-30' Skip	LF	$0.95	$0.95	$0.95
LO102	Skip Stripe, 4", 6'-10' Skip	LF	$0.95	$0.95	$0.95
LO103	Skip Stripe, 4", 2'-4' Skip	LF	$0.95	$0.95	$0.95
LO104	Solid Stripe, 4"	LF	$0.95	$0.95	$0.95
LO105	Solid Stripe, 4"	GM	$120.00	$120.00	$120.00
LO106	Skip Stripe, 6", 10'-30' Skip	GM	$120.00	$120.00	$120.00
LO107	Skip Stripe, 6", 10'-30' Skip	LF	$0.95	$0.95	$0.95
LO108	Skip Stripe, 6", 6'-10' Skip	LF	$0.95	$0.95	$0.95
LO109	Skip Stripe, 6", 2'-4' Skip	LF	$0.95	$0.95	$0.95
LO110	Solid Stripe, 6"	GM	$120.00	$120.00	$120.00
LO111	Solid Stripe, 6"	LF	$0.95	$0.95	$0.95
LO112	Solid Stripe, 12"	LF	$0.95	$0.95	$0.95
LO113	Solid Stripe, 18"	LF	$1.95	$1.95	$1.95
LO114	Solid Stripe, 24"	LF	$1.95	$1.95	$1.95
LO115	Directional Arrow, Single-headed 12SF	EA	$0.95	$0.95	$0.95
LO116	Directional Arrow, Single-headed 16SF	EA	$4.75	$4.75	$4.75
LO117	Directional Arrow, Double-headed 27SF	EA	$4.75	$4.75	$4.75
LO118	"Bump" Thermoplastic Message	EA	$4.75	$4.75	$4.75
LO119	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	$4.75	$4.75	$4.75
LO120	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	$4.75	$4.75	$4.75
LO121	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	$28.00	$28.00	$28.00
LO122	Combination (Ref: 3B-29 "A" & "Advance") MUTCD	EA	$28.00	$28.00	$28.00
LO123	Combination (Ref: 3B-30 "A" & "Advance") MUTCD	EA	$28.00	$28.00	$28.00
LO124	"Lane" Pavement Message	EA	$1.95	$1.95	$1.95
LO125	"Left" Pavement Message	EA	$1.95	$1.95	$1.95
LO126	"Merge" Pavement Message	EA	$4.75	$4.75	$4.75
LO127	"Only" Pavement Message	EA	$4.75	$4.75	$4.75
LO128	"Ped Xing" Pavement Message	EA	$4.75	$4.75	$4.75
LO129	"Right" Pavement Message	EA	$4.75	$4.75	$4.75
LO130	"RXR" Pavement Message	EA	$35.00	$35.00	$35.00
LO131	"School" Pavement Message	EA	$9.50	$9.50	$9.50
LO132	"Stop" Pavement Message	EA	$9.50	$9.50	$9.50
LO133	"Yield" Pavement Message	EA	$9.50	$9.50	$9.50
LO134	Approach Yield (Ref: 3B-14a) MUTCD	EA	$4.75	$4.75	$4.75

LO135	Approach Yield (Ref: 3B-14b) MUTCD	EA	$19.50	$19.50	$19.50
LO136	"Turn" Pavement Message	EA	$4.75	$4.75	$4.75
LO137	Diamond Pavement Message	EA	$4.75	$4.75	$4.75
LO138	Bike Symbol Pavement Message	EA	$4.75	$4.75	$4.75
LO139	Bike Symbol "Arrow"	EA	$4.75	$4.75	$4.75
LO140	Bike Symbol "Arrow"	EA	$9.50	$9.50	$9.50
LO141	Handicapped Symbol Pavement Message	EA	$4.75	$4.75	$4.75
LO142	Rumble Strips FDOT Index 518 (1 set)	EA	$9.50	$9.50	$9.50
LO143	Rumble Strips FDOT Index 518 (4 sets)	EA	$35.00	$35.00	$35.00
		Total	$714.55	$714.55	$714.55

***Layout - Measuring and marking locations for pavement markings and associated items where none previously existed or previous locations are indiscernible.**

Part 4: Layout and Installation of Reflective Pavement Markings and Flexible Post Channelizers (All Colors)

Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*
RO100	Mono-directional Reflective (RPM), (F&I)	EA	$9.00	$9.00	$9.00
RO101	Bi-directional Reflective (RPM), (F&I)	EA	$9.00	$9.00	$9.00
RO102	Removal, Reflective Pavement Markers	EA	$0.95	$0.95	$0.95
RO103	Flexible Post C Delineators, 36" (F&I)	EA	$24.00	$24.00	$24.00
RO104	Removal, Flexible Post Delineators	EA	$1.95	$1.95	$1.95
RO105	Impact Recovery Flexible Delineators, 48" (F&I)	EA	$45.00	$45.00	$45.00
RO106	Impact Recovery Flexible Delineators, 60" (F&I)	EA	$55.00	$55.00	$55.00
RO107	Impact Recovery Flexible Delineators, 60" (F&I)	EA	$60.00	$60.00	$60.00
RO108	Type IV (Diamond Grade) 6" X 12" Delineators, post type, 7ft galvanized, U-Channel (2#/ft)	EA	$14.50	$14.50	$14.50
		Total	**$219.40**	**$219.40**	**$219.40**

Part 5: Installation, Relocation and Removal of Wheel Stops

Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*
WO100	6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, (F&I)	EA	$49.00	$49.00	$49.00
WO100	Relocate, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	$14.50	$14.50	$14.50
WO100	Remove, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	$9.50	$9.50	$9.50
		Total	$73.00	$73.00	$73.00

Part 6: Night Application of Pavement Markings and Associated Items

Application of Pavement Markings and Associated Items to be performed between the hours of 8:00 PM and 6:00 AM

Work Required by the County to be performed under Part 6 will include a Flat Rate or Percentage Adder for the Contractor to cover the increase in night-time operational costs, in addition to the line item amounts. If the Percentage Adder amount is less than the Flat Rate Adder amount, the Flat Rate Adder amount will supercede the Percentage.

Note: The Flate Rate Adder should be the minimum additional cost the Contractor considers is necessary for smaller jobs to compensate for increased night-time operational costs.

Flat Rate Adder:	$200.00					
Percentage Adder:	$24,466.85 Uses Subtotals in "10 Days" column from Parts 1-5 for this total.	*	1.00% Percentage	=	$244.67 Percentage Adder Total	
Grand Total Adder:	$24,466.85 Uses Subtotals in "10 Days" column from Parts 1-5 for this total.	+	$244.67 Select the LARGER of the two adders. Enter the Flat Rate amount OR the Percentage amount.	=	$24,711.52 Part 6 Total	

AGREEMENT RELATING TO PAVEMENT MARKINGS (PD 18-19.007)

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Place, Suite 420, Pensacola, Florida 32502, and Ozark Striping Company, Inc., a foreign for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 63-0569702, whose principal address is 1273 West Roy Parker Road, Ozark, AL 36360 (each at times being referred to as "party" or "parties").

WITNESSETH:

WHEREAS, on November 13, 2018, the County issued an Invitation to Bid seeking a Contractor to provide installation, refurbishing and removal of pavement markings and other related services throughout Escambia County (PD 18-19.007); and

WHEREAS, in response to the solicitation, the Contractor submitted a bid demonstrating that the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.

3. Scope of Services. Contractor agrees to perform in accordance with the terms and conditions outlined in Escambia County's *Invitation to Bidders Installation, Refurbish, and Removal of Pavement Markings and Associated Items, Specification No. P.D. 18-19.007*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. County shall pay Contractor for services rendered in accordance with the Bid Form, attached hereto as **Exhibit B**.

5. 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.

6. Method of Billing. Payment may be requested by Contractor on a monthly basis by the submission of a properly executed original invoice reflecting the amount due and owing with

appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Escambia County Public Works Department
Attention: Donald Christian
3363 West Park Place
Pensacola, FL 32505

All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. The County may terminate the Agreement immediately for cause or for convenience upon providing thirty (30) days' prior written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' prior written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination, but Contractor shall not be entitled to any other recovery against the County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation.

In the event Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of any work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

Ozark Striping Company, Inc.
Attention: Leon M. Gross, III
1273 West Roy Parker Road
Ozark, AL 36361

Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

With copy to:
Transportation and Traffic Division
Attention: Program Director
3363 West Park Place
Pensacola, FL 32505

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days' prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

16. Permits, Licenses and Taxes. All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Amy Lovoy, Acting County Administrator

Witness: _____

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/29/18

CONTRACTOR:
OZARK STRIPING COMPANY, INC.

ATTEST:

BY: _____
Leon M. Gross, III, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

INSTALLATION, REFURBISH AND REMOVAL OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS
SPECIFICATION NUMBER PD 18-19.007

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, DECEMBER 13, 2018
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, NOVEMBER 28, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover C. Robinson, IV
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

EXHIBIT
tabbies
A

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not

fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the

County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
INSTALLATION, REFURBISH AND REMOVAL OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS
SPECIFICATION PD 18-19.007

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies, scanned, or digital signatures will not be accepted.
- Bid Surety (bond, check, etc.)
- Completed Bid Form Excel spreadsheet in electronic format (CD or flash drive).

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

INSTALLATION, REFURBISH AND REMOVAL OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS
PD 18-19.007

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form *	Attached
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	4
Drug-Free Workplace Form **	6
Information Sheet for Transactions and Conveyances Corporate Identification **	7
List of General Terms and Conditions (Incorporated by Reference)	9
Special Terms and Conditions	11
Exhibit I – Technical Specifications	24

IMPORTANT NOTICE

The Bid Form is for this solicitation is located on the attached Excel spreadsheet:

"PD 18-19.007 Bid Form for Installation, Refurbish, and Removal of Pavement Markings and Associated Items"

Bidders are required to complete the bid form on the spreadsheet and PRINT it for signature.

The printed bid form must be submitted with an original signature or the bid will not be accepted. Photocopies or digital signatures shall not be accepted.

The Excel spreadsheet must be completed in full and completed via electronic format (CD or flash drive) with your firm's printed and signed bid.

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of **Five Hundred Dollars ($500.00)**.

The work shall be substantially completed within the timeframe noted on the Purchase Order or Work Order (PO/WO). The Bidder agrees to fully complete all work included above within the days provided on the PO/WO. **Liquidated damages of Three Hundred Dollars $300.00 will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **Five Hundred Dollars ($500.00)** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.007, "INSTALLATION, REFURBISH AND REMOVAL OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Project Narrative**

This contract involves work for capital improvement and maintenance projects throughout Escambia County. Work will consist of the layout, installation, and refurbishing of paint, thermoplastic, textured pavement, raised pavement markings (RPMs), wheel stops, galvanized post-type and flexible channel post delineators. Work will also include the removal (scarify) of old paint and thermoplastic markings, with proper disposal by the Contractor in accordance with federal, state, and local requirements including FDOT, DEP, and EPA.

Installation of new and refurbished paint or thermoplastic must complete a retro-reflectivity reading (Exhibit C) and comply with FDOT.

The County may issue individual Purchase Orders (Pos) or releases from Blanket Purchase Order(s) in the form of Work Orders (WOs) against the Contract on an "As Needed" basis for the commodities or services listed on the Bid Form.

All PO/WOs will require a signed agreement (Exhibit A) returned to the County before work can begin. There is no minimum quantity of work guaranteed under this solicitation. All PO/WOs will define the Scope of Work to be performed at the time it is issued.

3. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount **Five Hundred Dollars ($500.00)**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the Solicitation, Offer and

Bid Form, and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Performance and Payment Bonds**

The County **shall** require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

5. **Procurement Questions**

Questions shall be directed to Jeffrey Lovingood, Purchasing Specialist, at JDLovingood@myescambia.com. Last day for questions will be December 04, 2018 at 5:00 p.m. CDT.

6. **Bid Form**

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. **Pre-Solicitation Conference**

A non-mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502, in Conference Room #11.407 on November 28, 2018, at 10:00 AM CST.

It is strongly encouraged that all potential bidders attend this non-mandatory conference, so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

8. **F.O.B. Point**

The F.O.B. point shall be **installed** at the location(s) within Escambia County as specified by the Project Manager within each WO/PO. The prices offered shall include all costs of packaging, transporting, deliver, and unloading (this includes inside delivery if requested).

9. **Delivery**

Delivery to be as notified by Escambia County and the quantity will depend upon the County's need at the time of request.
Delivery time is of the essence in the award of this Solicitation and the performance of the awarded firm(s). Delivery shall be no later than the calendar days noted on the PO/WO.

Failure of the awarded vendor to meet this delivery requirement shall be result in default and immediate termination of the purchase order and/or contract.

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

10. Liquidated Damages

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **Three Hundred Dollars ($300.00) for each calendar day** of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

11. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for

preparing the information.

12. Safety Regulations

Equipment shall meet all state and federal safety regulations.

13. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Escambia County Central Office Complex – Public Works Department
Attention: Donald Christian
3363 West Park Place
Pensacola, FL 32505

Please note that all Invoices shall include the PO/WO number, Item Number listed on the PO/WO, general description, quantity ordered, Unit Price and Extended Total for each item, as well as the Grand Total for all items listed on the PO/WO. Failure to comply with this process will result in the rejection of the Invoice and may result in delays in Contractor receiving payment. County staff is responsible for returning all incomplete invoices to the Contractor within ten (10) days. The County will reserve the right to explain in detail noncompliant invoices and corrective actions.

14. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded vendor in accordance with the issued PO/WO, prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded vendor. Details and diagrams for proper fabrication and installation contained in the Technical Specifications contained within this document. It will be the responsibility of the awarded vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

15. Warranty

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of **two (2) years** from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

16. Debris

Awarded vendor(s) shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

17. Protection of Property/Security

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall always properly fence and secure the construction site(s), including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

18. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the bid form(s) to the best of our knowledge.

19. Contract Term/Renewal/Termination

The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for two (2) additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement by both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

A. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release PO/WOs against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

20. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and

discounts, offeror will be liable for any and all overage charges.

21. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

22. Changes - Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

23. Ordering

The County may issue individual POs or releases from Blanket POs in the form of WOs against the Contract on an "As Needed" basis for the commodities or services listed on the Bid Form. Regardless of the method that the PO/WO is issued, the MINIMUM requirement for placing or filling an order shall include the PO/WO number, item number of the commodity being ordered, quantity being ordered, the Unit Price of item(s), and the number of days to complete the order.

Time is of the essence in the performance of the work under this Contract. Agreement is established by signing and accepting the terms of the Contract.

The "Commencement Date" and "Completion Date" will be identified on each PO/WO. Each PO/WO will be submitted to the Contractor for review with the Commencement Date and Completion Date clearly noted. The Contractor will have **three (3) business days** to review and return the signed PO/WO to the County. This signature indicates that the Contractor acknowledges the work to be done and the required dates for project beginning and completion. The Contractor does not have the right to refusal but can request a new

Commencement or Completion Date. The County reserves the right to refuse all such requests.

No work shall be performed at the project site(s) prior to the Commencement Date. Any work performed by the Contractor or their agent prior to the Commencement Date shall be at the sole risk of the Contractor.

The PO/WO shall be completed within the time schedule established therein. If work cannot be completed within the time allotted, the Contractor may request a time extension, which shall be submitted in writing to the Contract Administrator. All responses from the County shall be in writing to be deemed valid. Work not completed within the time allotted will result in Liquidated Damages.

Time allotted for work completion shall be specified according to the schedule below. The County reserves the right to increase or decrease the time allotted as needed to meet specific needs.

Schedule	
PO/WO greater than $50,000.00	120 days
PO/WO greater than $20,000.00 - $49,999.99	60 days
PO/WO greater than $10,000.00 - $19,999.99	30 days
PO/WO greater than $5,000.00 - $9,999.99	15 days
PO/WO less than $5,000.00	10 days

Additional line items may be added post-award via an executed Change Order to the Contract. Changes due to unforeseen needs identified by the County shall be added by "Contract Amendment" (Exhibit B) to these specifications and be included as addendum(s) to the line items included in this solicitation. All amendments shall first be approved by the Escambia County Board of County Commissioners (BCC) prior to being added to the Contract as an addendum.

Upon notice of intent to amend the Contract by the County, or request to amend the Contract by the Contractor, the County will submit to the Contractor a Contract Amendment including a list of proposed items for inclusion in the amendment. The Contractor will sign, date, and return the proposed amendment to the Contract Administrator within three (3) business days. The Contract Administrator shall submit a Recommendation to the BCC for approval. Upon BCC approval, the amendment shall be forwarded to the Office of Purchasing for appropriate action relating to the Contract. Pricing stated in the Bid Form or as amended shall apply for the duration of the Contract.

24. Licenses, Certifications, Registrations

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

25. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the

solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

26. Award

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place PO/WOs with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

27. Termination

The PO/WO or contract will be subject to immediate termination if either the product or service does not comply with the specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the Contract are violated by the awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

28. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within **five (5) working days** of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

29. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

30. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Non-Contract Insurance Requirements

31. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x, c, u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the

County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

H. Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

32. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PD 18-19.007 INSTALLATION, REFURBISHMENT, AND REMOVAL OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS

EXHIBIT I
TECHNICAL SPECIFICATIONS

PAVEMENT MARKINGS

PART 1 – GENERAL

1.1 Related Documents

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the plan sheets or in the other sections of this Agreement, all materials and work shall conform to the applicable requirements in the following documents:

1) Florida Department of Transportation (FDOT) *Roadway and Traffic Design Standards*, Indices 17344 through 17347, 17352, and 17359, latest edition.

2) Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, Sections 701, 705, 706, 710, 711, 970, 971, and 933, latest edition.

3) USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.

GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specifications for Road and Bridge Construction* (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

1.2 Description of Work

The work under this section includes the installation and removal of temporary and permanent pavement markings, textured pavement, reflective markers, galvanized posts, flex posts, delineators, wheel stops, and audible and vibratory pavement markings. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications. Pavement making notes on plan sheets shall take precedence over and modify conflicting Technical Specifications.

PART 2 – PRODUCTS

2.1 Materials

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County's Project Administrator, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County's Project Administrator may remove and replace the same and deduct the cost of the work from the Contract amount.

2.2 Temporary Pavement Markings

Materials for temporary pavement marking shall meet all requirements of FDOT specifications, Section 710, latest edition.

2.3 Permanent Pavement Markings

Materials for permanent pavement markings shall meet all requirements of FDOT specifications, Section 711, latest edition.

2.4 Reflective Pavement Markers

Materials for reflective pavement markers shall meet all requirements of FDOT specifications, Section 706, latest edition.

2.5 Object Markers and Delineators

Materials for object markers shall meet all requirements of FDOT specifications, Section 705, latest edition.

2.6 Audible and Vibratory Pavement Markings

Materials for audible and vibratory pavement markings shall meet all requirements of FDOT specifications, Section 701, latest edition.

PART 3 – EXECUTION

3.1 General

All pavement markings shall be applied in accordance with FDOT specifications and requirements.

3.2 Temporary Pavement Markings

Temporary Pavement Markings shall be installed at the end of each day on new pavement surfaces and shall be maintained until permanent markings are installed.

3.3 Permanent Pavement Markings

Permanent pavement markings, including painted stripes, thermoplastic stripes, and reflective pavement markers, shall be installed as shown in the plans. Materials and installation shall conform to applicable standards in the documents referenced in Section 1.1. Installation of permanent markings on all final asphaltic concrete surfaces shall not be accomplished prior to fourteen (14) calendar days, nor later than thirty (30) calendar days, after placement of the final surfaces.

3.4 Retro-Reflectivity

The Contractor shall, within thirty (30) days of completion, furnish retro-reflectivity readings certifying that the materials (Exhibit C) meet all FDOT requirements as per Part 1, 1.1.B.2, Sections 710 and 711.

PART 4 – MEASUREMENT and PAYMENT

4.1 Method of Measurement

The County Project Administrator may specify a lump sum or unit of measurement for quantities in place.

The quantities to be paid for under this Section will be the length in feet or gross mile of Skip Traffic Stripes, the length in feet or gross mile of Solid Traffic Stripes, the number of directional arrows and pavement messages, the area painted in square feet or of Reflective Paint (Island Nose), and the area in square feet or the length in feet to remove existing markings. Measurement will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals, which shall not be included in pay quantity.

4.2 Basis of Payment

Prices and payment will be full compensation for all work specified in the Section, including all cleaning and preparing of surfaces, furnishing all materials, application, curing, and protection of all items, MOT, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

December 5, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.007 Installation, Refurbish, and Removal of Pavement Markings and Associated Items

All:

Your firm recently received a Request for Letters of Interest for the above-mentioned specification.

This Addendum Number 1 provides for an answer to the following question:

Question 1: The pay item for skip stripe is gross mile (GM). That means the contractor is paid from the beginning of the first painted stripe to the end of the last painted stripe, including the gaps. However, on page number 26 of 26 of the Solicitation, paragraph 4.1 states "Measurement will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals, which shall not be included in pay quantity." This is the definition of net mile (NM). Please clarify whether the skip stripe will be paid for as gross mile or net mile.

Answer 1: *Please provide Unit Pricing for skip stripe as Net Mile (NM) not Gross Mile (GM). While the Excel Bid Form will show "GM," it shall be understood by all parties that skip stripe is to be priced as Net Mile.*

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

JDL

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

SOLICITATION, OFFER, AND BID FORM

ESCAMBIA COUNTY, FLORIDA

Submit offers to:
Jeff Lovingood, 850-595-4953
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
or P.O. Box 1591, Pensacola, FL 32591-1591

Invitation to Bid
Installation, Refurbish, and Removal of Pavement Markings and Associated Items
Solicitation Number PD 18-19.007

SOLICITATION

Mailing Date: November 13, 2018

Pre-Solicitation Conference: A Non-Manc Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502 at 10:00 AM CST, November 28, 2018

Offers Will Be Received Until: 2:00 PM CST, December 13, 2018, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with Recommended Awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the soliciation tabulation shall constitute a waiver of any protest relating to this soliciation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to Escambia County Purchasing Ordinance.

OFFER (shall be completed by Offeror)

Federal Employer ID Number or S.S. Number: 63-0569702

Terms of Payment: Net 30

Delivery Date will be 14 **days after receipt of Purchase Order**

Vendor Name: Ozark Striping Company, Inc.

Address: 8840 Fowler Ave

Bid Bond Attached: $ 500

City, State, Zip: Pensacola, FL 32534

Phone: 334-774-2138 **Toll Free:**

Fax: 334-774-9073 **Contact:** Leon M. Gross, III

Leon M. Gross, III - President
Name & Title of Person Authorized to Sign Offer

Leon M. Gross, III
* Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the bidder/proposer's offer shall result in the bid/proposal being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

BID FORM

BASE BID: $ 96027.96

EXHIBIT
tabbies
B

Part 1: Application of Paint Markings (White, Yellow, Blue, Red)

Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*
PO100	Skip Stripe, 4", 10'-30' Skip	GM	$1,240.00	$1,240.00	$1,240.00
PO101	Skip Stripe, 4", 10'-30' Skip	LF	$1.50	$1.50	$1.50
PO102	Skip Stripe, 4", 6'-10' Skip	LF	$1.50	$1.50	$1.50
PO103	Skip Stripe, 4", 2'-4' Skip	LF	$1.50	$1.50	$1.50
PO104	Solid Stripe, 4"	LF	$1.50	$1.50	$1.50
PO105	Solid Stripe, 4"	GM	$620.00	$620.00	$620.00
PO106	Skip Stripe, 6", 10'-30' Skip	GM	$1,580.00	$1,580.00	$1,580.00
PO107	Skip Stripe, 6", 10'-30' Skip	LF	$1.50	$1.50	$1.50
PO108	Skip Stripe, 6", 6'-10' Skip	LF	$1.50	$1.50	$1.50
PO109	Skip Stripe, 6", 2'-4' Skip	LF	$1.50	$1.50	$1.50
PO110	Solid Stripe, 6"	GM	$790.00	$790.00	$790.00
PO111	Solid Stripe, 6"	LF	$1.50	$1.50	$1.50
PO112	Solid Stripe, 12"	LF	$2.50	$2.50	$2.50
PO113	Solid Stripe, 18"	LF	$3.50	$3.50	$3.50
PO114	Solid Stripe, 24"	LF	$4.50	$4.50	$4.50
PO115	Directional Arrow, Single headed, 12SF	EA	$32.00	$32.00	$32.00
PO116	Directional Arrow, Single headed, 16SF	EA	$40.00	$40.00	$40.00
PO117	Directional Arrow, Double headed, 27SF	EA	$48.00	$48.00	$48.00
PO118	"Bump" Pavement Message	EA	$65.00	$65.00	$65.00
PO119	Removal "Bump" Pavement Message	EA	$90.00	$90.00	$90.00
PO120	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	$100.00	$100.00	$100.00
PO121	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	$100.00	$100.00	$100.00
PO122	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	$150.00	$150.00	$150.00
PO123	Combination (Ref: 3B-29 "A" & "Advance") MUTCD	EA	$250.00	$250.00	$250.00
PO124	Combination (Ref: 3B-30 "A" & "Advance") MUTCD	EA	$250.00	$250.00	$250.00
PO125	"Lane" Pavement Message	EA	$50.00	$50.00	$50.00
PO126	"Left" Pavement Message	EA	$50.00	$50.00	$50.00
PO127	"Merge" Pavement Message	EA	$60.00	$60.00	$60.00
PO128	"Only" Pavement Message	EA	$50.00	$50.00	$50.00
PO129	"Ped Xing" Pavement Message	EA	$68.00	$68.00	$68.00
PO130	"Right" Pavement Message	EA	$60.00	$60.00	$60.00
PO131	"RXR" Pavement Message	EA	$120.00	$120.00	$120.00
PO132	"School" Pavement Message	EA	$80.00	$80.00	$80.00
PO133	"Stop" Pavement Message	EA	$50.00	$50.00	$50.00
PO134	"Yield" Pavement Message	EA	$60.00	$60.00	$60.00
PO135	Approach Yield (Ref:3B-14a) MUTCD	EA	$35.00	$35.00	$35.00

Part 1: Application of Paint Markings (White, Yellow, Blue, Red)

Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*
PO136	Approach Yield (Ref:3B-14b) MUTCD	EA	$35.00	$35.00	$35.00
PO137	"Turn" Pavement Message	EA	$50.00	$50.00	$50.00
PO138	Diamond Pavement Message	EA	$50.00	$50.00	$50.00
PO139	Bike Symbol Pavement Message	EA	$50.00	$50.00	$50.00
PO140	Bike Symbol "Arrow"	EA	$40.00	$40.00	$40.00
PO141	Bike Symbol & Arrow	EA	$90.00	$90.00	$90.00
PO142	5' Handicapped Symbol Pavement Message	EA	$75.00	$75.00	$75.00
PO143	3' Handicapped Symbol Pavement Message	EA	$50.00	$50.00	$50.00
PO144	Removal of Paint Markings	LF	$1.00	$1.00	$1.00
PO145	Removal of Paint Markings	SF	$3.00	$3.00	$3.00
PO146	Solid Stripe, 4" (BLUE)	LF	$1.50	$1.50	$1.50
PO147	Solid Stripe, 6" (BLUE)	LF	$1.50	$1.50	$1.50
PO148	Removal of Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	$350.00	$350.00	$350.00
PO149	Removal of Combination (Ref: 3B-30 "A" & Advance) MUTCD		$350.00	$350.00	$350.00
PO150	Temporary Removal Tape 6" White	EA	$50.00	$50.00	$50.00
PO151	Temporary Removal Tape 6" Blue	EA	$50.00	$50.00	$50.00
PO152	Temporary Removal Tape Handicap Emblem	EA	$35.00	$35.00	$35.00
		Total	**$7,342.50**	**$7,342.50**	**$7,342.50**

Part 2: Application of Thermoplastic Markings (White, Yellow, Blue, Red)

Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*
TO100	Skip Stripe, 4", 10'-30' Skip	GM	$6,500.00	$6,500.00	$6,500.00
TO101	Skip Stripe, 4", 10'-30' Skip	LF	$2.50	$2.50	$2.50
TO102	Skip Stripe, 4", 6'-10' Skip	LF	$2.50	$2.50	$2.50
TO103	Skip Stripe, 4", 2'-4' Skip	LF	$2.50	$2.50	$2.50
TO104	Solid Stripe, 4"	LF	$2.50	$2.50	$2.50
TO105	Solid Stripe, 4"	GM	$2,650.00	$2,650.00	$2,650.00
TO106	Skip Stripe, 6", 10'-30' Skip	GM	$8,000.00	$8,000.00	$8,000.00
TO107	Skip Stripe, 6", 10'-30' Skip	LF	$2.50	$2.50	$2.50
TO108	Skip Stripe, 6", 6'-10' Skip	LF	$2.50	$2.50	$2.50
TO109	Skip Stripe, 6", 2'-4' Skip	LF	$2.50	$2.50	$2.50
TO110	Solid Stripe, 6"	GM	$3,200.00	$3,200.00	$3,200.00
TO111	Solid Stripe, 6" Audible and Vibratory	GM	$5,700.00	$5,700.00	$5,700.00
TO112	Solid Stripe, 6"	LF	$3.50	$3.50	$3.50
TO113	Solid Stripe, 6" Audible and Vibratory	LF	$5.00	$5.00	$5.00
TO114	Solid Stripe, 12"	LF	$4.50	$4.50	$4.50
TO115	Solid Stripe, 18"	LF	$6.25	$6.25	$6.25
TO116	Solid Stripe, 24"	LF	$7.85	$7.85	$7.85
TO117	Directional Arrow, Single headed 12SF	EA	$60.00	$60.00	$60.00
TO118	Directional Arrow, Single headed 16SF	EA	$80.00	$80.00	$80.00
TO119	Directional Arrow, Double headed, 27SF	EA	$135.00	$135.00	$135.00
TO120	"Bump" Thermoplastic Message	EA	$150.00	$150.00	$150.00
TO121	Removal "Bump" Thermoplastic Message	EA	$90.00	$90.00	$90.00
TO122	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	$225.00	$225.00	$225.00
TO123	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	$225.00	$225.00	$225.00
TO124	Hump Markings (Ref:3B-31 "Advance") MUTCD	EA	$350.00	$350.00	$350.00
TO125	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	$575.00	$575.00	$575.00
TO126	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	$575.00	$575.00	$575.00
TO127	"Lane" Thermoplastic Message	EA	$125.00	$125.00	$125.00
TO128	"Left" Thermoplastic Message	EA	$125.00	$125.00	$125.00
TO129	"Merge" Thermoplastic Message	EA	$150.00	$150.00	$150.00
TO130	"Only" Thermoplastic Message	EA	$125.00	$125.00	$125.00
TO131	"Ped Xing" Thermoplastic Message	EA	$150.00	$150.00	$150.00
TO132	"Right" Thermoplastic Message	EA	$135.00	$135.00	$135.00
TO133	"RXR" Thermoplastic Message	EA	$350.00	$350.00	$350.00
TO134	"School" Thermoplastic Message	EA	$170.00	$170.00	$170.00

Part 2: Application of Thermoplastic Markings (White, Yellow, Blue, Red)

Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*
TO135	"Stop" Thermoplastic Message	EA	$125.00	$125.00	$125.00
TO136	"Yield" Thermoplastic Message	EA	$140.00	$140.00	$140.00
TO137	Approach Yield (Ref: 3B-14a) MUTCD	EA	$60.00	$60.00	$60.00
TO138	Approach Yield (Ref: 3B-14b) MUTCD	EA	$60.00	$60.00	$60.00
TO139	"Turn" Thermoplastic Message	EA	$125.00	$125.00	$125.00
TO140	Diamond Thermoplastic Message	EA	$150.00	$150.00	$150.00
TO141	Bike Symbol Thermoplastic Message	EA	$200.00	$200.00	$200.00
TO142	Bike Symbol "Arrow"	EA	$35.00	$35.00	$35.00
TO143	Bike Symbol & Arrow	EA	$235.00	$235.00	$235.00
TO144	5' Handicapped Symbol Thermoplastic Message	EA	$150.00	$150.00	$150.00
TO145	3' Handicapped Symbol Thermoplastic Message	EA	$125.00	$125.00	$125.00
TO146	Removal of Thermoplastic Markings	LF	$1.00	$1.00	$1.00
TO147	Removal of Thermoplastic Markings	SF	$3.00	$3.00	$3.00
TO148	Rumble Strips FDOT Index 518 (1 set)	EA	$335.00	$335.00	$335.00
TO149	Rumble Strips FDOT Index 518 (4 sets)	EA	$1,340.00	$1,340.00	$1,340.00
TO150	Solid Stripe, 4" (BLUE)	LF	$3.50	$3.50	$3.50
TO151	Solid Stripe, 6" (BLUE)	LF	$5.00	$5.00	$5.00
TO152	Removal of Combination (Ref:3B-29"A" & Advance) MUTCD	EA	$350.00	$350.00	$350.00
TO153	Removal of Combination (Ref:3B-30"A" & Advance) MUTCD	EA	$350.00	$350.00	$350.00
TO154	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (1 set)	EA	$500.00	$500.00	$500.00
TO155	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (4 sets)	EA	$2,000.00	$2,000.00	$2,000.00
TO156	Street Print Brand Textured Pavement, Brick, Red (w/layout & prep.)	SF	$8.50	$8.50	$8.50
TO157	Street Print Brand Textured Pavement, Brick, Red (refurbish only)	SF	$3.50	$3.50	$3.50
		Total	**$36,194.10**	**$36,194.10**	**$36,194.10**

Part 3: Layout (Only) for Installation of Pavement Markings*

Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*
LO100	Sk+C17+B2:B36+B2:B37+C17+B2:B36+B2:B2:B38	GM	$50.00	$50.00	$50.00
LO101	Skip Stripe, 4", 10'-30' Skip	LF	$1.00	$1.00	$1.00
LO102	Skip Stripe, 4", 6'-10' Skip	LF	$1.00	$1.00	$1.00
LO103	Skip Stripe, 4", 2'-4' Skip	LF	$1.00	$1.00	$1.00
LO104	Solid Stripe, 4"	LF	$1.00	$1.00	$1.00
LO105	Solid Stripe, 4"	GM	$125.00	$125.00	$125.00
LO106	Skip Stripe, 6", 10'-30' Skip	GM	$125.00	$125.00	$125.00
LO107	Skip Stripe, 6", 10'-30' Skip	LF	$1.00	$1.00	$1.00
LO108	Skip Stripe, 6", 6'-10' Skip	LF	$1.00	$1.00	$1.00
LO109	Skip Stripe, 6", 2'-4' Skip	LF	$1.00	$1.00	$1.00
LO110	Solid Stripe, 6"	GM	$125.00	$125.00	$125.00
LO111	Solid Stripe, 6"	LF	$1.00	$1.00	$1.00
LO112	Solid Stripe, 12"	LF	$1.00	$1.00	$1.00
LO113	Solid Stripe, 18"	LF	$2.00	$2.00	$2.00
LO114	Solid Stripe, 24"	LF	$2.00	$2.00	$2.00
LO115	Directional Arrow, Single-headed 12SF	EA	$5.00	$5.00	$5.00
LO116	Directional Arrow, Single-headed 16SF	EA	$5.00	$5.00	$5.00
LO117	Directional Arrow, Double-headed 27SF	EA	$10.00	$10.00	$10.00
LO118	"Bump" Thermoplastic Message	EA	$10.00	$10.00	$10.00
LO119	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	$50.00	$50.00	$50.00
LO120	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	$50.00	$50.00	$50.00
LO121	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	$100.00	$100.00	$100.00
LO122	Combination (Ref: 3B-29 "A" & "Advance") MUTCD	EA	$150.00	$150.00	$150.00
LO123	Combination (Ref: 3B-30 "A" & "Advance") MUTCD	EA	$150.00	$150.00	$150.00
LO124	"Lane" Pavement Message	EA	$10.00	$10.00	$10.00
LO125	"Left" Pavement Message	EA	$10.00	$10.00	$10.00
LO126	"Merge" Pavement Message	EA	$10.00	$10.00	$10.00
LO127	"Only" Pavement Message	EA	$10.00	$10.00	$10.00
LO128	"Ped Xing" Pavement Message	EA	$10.00	$10.00	$10.00
LO129	"Right" Pavement Message	EA	$10.00	$10.00	$10.00
LO130	"RXR" Pavement Message	EA	$10.00	$10.00	$10.00
LO131	"School" Pavement Message	EA	$10.00	$10.00	$10.00
LO132	"Stop" Pavement Message	EA	$10.00	$10.00	$10.00
LO133	"Yield" Pavement Message	EA	$10.00	$10.00	$10.00
LO134	Approach Yield (Ref: 3B-14a) MUTCD	EA	$10.00	$10.00	$10.00

LO135	Approach Yield (Ref: 3B-14b) MUTCD	EA	$10.00	$10.00	$10.00
LO136	"Turn" Pavement Message	EA	$10.00	$10.00	$10.00
LO137	Diamond Pavement Message	EA	$10.00	$10.00	$10.00
LO138	Bike Symbol Pavement Message	EA	$10.00	$10.00	$10.00
LO139	Bike Symbol "Arrow"	EA	$10.00	$10.00	$10.00
LO140	Bike Symbol "Arrow"	EA	$10.00	$10.00	$10.00
LO141	Handicapped Symbol Pavement Message	EA	$10.00	$10.00	$10.00
LO142	Rumble Strips FDOT Index 518 (1 set)	EA	$50.00	$50.00	$50.00
LO143	Rumble Strips FDOT Index 518 (4 sets)	EA	$100.00	$100.00	$100.00
		Total	**$1,298.00**	**$1,298.00**	**$1,298.00**

***Layout - Measuring and marking locations for pavement markings and associated items where none previously existed or previous locations are indiscernible.**

Part 4: Layout and Installation of Reflective Pavement Markings and Flexible Post Channelizers (All Colors)

Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*
RO100	Mono-directional Reflective (RPM), (F&I)	EA	$6.00	$6.00	$6.00
RO101	Bi-directional Reflective (RPM), (F&I)	EA	$6.00	$6.00	$6.00
RO102	Removal, Reflective Pavement Markers	EA	$1.00	$1.00	$1.00
RO103	Flexible Post C Delineators, 36" (F&I)	EA	$125.00	$125.00	$125.00
RO104	Removal, Flexible Post Delineators	EA	$35.00	$35.00	$35.00
RO105	Impact Recovery Flexible Delineators, 48" (F&I)	EA	$125.00	$125.00	$125.00
RO106	Impact Recovery Flexible Delineators, 60" (F&I)	EA	$125.00	$125.00	$125.00
RO107	Impact Recovery Flexible Delineators, 60" (F&I)	EA	$125.00	$125.00	$125.00
RO108	Type IV (Diamond Grade) 6" X 12" Delineators, post type, 7ft galvanized, U-Channel (2#/ft)	EA	$75.00	$75.00	$75.00
		Total	**$623.00**	**$623.00**	**$623.00**

Part 5: Installation, Relocation and Removal of Wheel Stops

Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*
WO100	6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, (F&I)	EA	$110.00	$110.00	$110.00
WO100	Relocate, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	$110.00	$110.00	$110.00
WO100	Remove, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	$50.00	$50.00	$50.00
		Total	**$270.00**	**$270.00**	**$270.00**

Part 6: Night Application of Pavement Markings and Associated Items

Application of Pavement Markings and Associated Items to be performed between the hours of 8:00 PM and 6:00 AM

Work Required by the County to be performed under Part 6 will include a Flat Rate or Percentage Adder for the Contractor to cover the increase in night-time operational costs, in addition to the line item amounts. If the Percentage Adder amount is less than the Flat Rate Adder amount, the Flat Rate Adder amount will supercede the Percentage.

Note: The Flate Rate Adder should be the minimum additional cost the Contractor considers is necessary for smaller jobs to compensate for increased night-time operational costs.

Flat Rate Adder:	$750.00					
Percentage Adder:	$45,727.60 Uses Subtotals in "10 Days" column from Parts 1-5 for this total.	*	10.00% Percentage	=	$4,572.76 Percentage Adder Total	
Grand Total Adder:	$45,727.60 Uses Subtotals in "10 Days" column from Parts 1-5 for this total.	+	$4,572.76 Select the LARGER of the two adders. Enter the Flat Rate amount OR the Percentage amount.	=	$50,300.36 Part 6 Total	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15560 **County Administrator's Report 12. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: Purchase of Two 2019 Isuzu NQR Crew Cab 17,950 GVWR Truck
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of two 2019 Isuzu NQR Crew Cab 17,950 GVWR Trucks for the Road Department - Solid Waste - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the Acting County Administrator to sign the Purchase Order and other documents related to the purchase of two 2019 Isuzu NQR Crew Cab 17,950 GVWR Trucks from Ward International Trucks, Inc., per the terms and conditions of PD 18-19.019, 2019 Isuzu NQR Crew Cab 17,950 GVWR Truck, in the amount of $119,191.88 ($59,595.94 each).

[Funding: Fund 401, Solid Waste Fund; Cost Center 230315, Projects; Object Code 56401, Machinery & Equipment]

BACKGROUND:

An Invitation to Bid was issued because there were no cooperative purchasing agreements that could provide the vehicle and equipment required by the Road Department - Solid Waste. A quote was requested from a local dealer, Ward International Trucks, LLC., and the Invitation to Bid was published in the Pensacola News Journal on December 26, 2018. No bids were received by the due date, January 17, 2019.

BUDGETARY IMPACT:

Funding: Fund 401, Solid Waste Fund; Cost Center 230315, Projects; Object Code 56401, Machinery & Equipment

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation

Original Quote

ESCAMBIA COUNTY
FLORIDA

PD 18-19.019 2019 ISUZU NQR CREW CAB 17,950 GVWR
SPECIFICATION NUMBER PD 18-19.019

BIDS WILL BE RECEIVED UNTIL 2:00 PM CST, January 17, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners
Lumon J. May, Chairman
Robert R. Bender, Vice Chairman
Jeff Bergosh
Steven Barry
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount

between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and

recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
2019 ISUZU NQR CREW CAB 17,950 GVWR
SPECIFICATION PD 18-19.019

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

2019 ISUZU NQR CREW CAB 17,950 GVWR
PD 18-19.019

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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List of General Terms and Conditions (Incorporated by Reference)	12
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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

2019 ISUZU NQR CREW CAB
17,950 GVWR

Solicitation Number PD 18-19.019

Solicitation

MAILING DATE: December 26, 2018
PRE-SOLICITATION CONFERENCE: A Pre-Solicitation Conference will NOT be held.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CST, January 17, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number:
_____

Delivery Date will be _____ days after receipt of purchase order

Terms of Payment
See Section 7 of the Special Terms & Conditions

Reason for No Offer
_____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

*****
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the bidders's offer shall result in the being rejected as non-responsive.***

Bid Form

Base Bid $_____

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____, 20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____
Secretary: _____
Vice President: _____
Treasurer: _____
Director: _____
Director: _____
Other: _____
Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the 's Solicitation, Offer, and Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.019, "2019 Isuzu NQR Crew Cab 17,950 GVWR", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the s for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work

Please see the attached "Exhibit A."

3. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Specialist, at JDLovingood@myescambia.com. Last day for questions will be January 14, 2018 at 5:00 PM CST.

4. Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures, in indelible ink, and signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

5. F.O.B. Point

The F.O.B. shall be 601 Highway 297-A, Cantonment, FL, 32533, Attention James Higdon (850-937-2123). Offers showing other than F.O.B. destination will not be accepted. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County.

6. Delivery

Delivery is requested within 120 calendar days after receipt of purchase order or release order.

7. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

8. Information and Descriptive Literature

Offerors shall furnish all information requested and in the space provided on the form, if any. Furthermore, each offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

9. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

10. Equivalents/Samples

Please note the clause "manufacturers' name and approved equivalents" in general conditions on the cover sheet. In addition to the equivalency requirement, vendors offering equivalent items shall meet the general design and style given for the "as specified" item.

11. Equipment/Service

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful offeror. At the time of solicitation opening, the offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the form.

12. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded vendor prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded vendor. It will be the responsibility of the awarded vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

13. Manuals

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

Operation manual	2 copies
Parts manual	2 copies
Repair manual	2 copies

In addition to the above, the equipment shall be delivered with the following documents as applicable:

A. Statement of origin

B. Warranty certifications

C. Copy of pre-delivery service report

D. DHSMV-82040, Application for certificate of title/registration.

E. Check for title - Payable to Janet Holley, Escambia County Tax Collector. Title vehicle to: **ESCAMBIA COUNTY, FLORIDA**.

F. Sales tax exemption form (if required).

G. Forward all title work to:

Road Department/Fleet Division
ATTN: James Higdon
601 Hwy 297A
Cantonment, Florida 32533

H. Check for excess mileage (when applicable) - Payable to, Clerk of the Circuit Court.

14. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

15. Ordering

Upon award, the County will issue a purchase order for the vehicle listed on the form.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

17. Award

Award shall be made on an "all-or-none total" basis.

18. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

19. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

WARD INTERNATIONAL TRUCKS, INC.

December 11, 2018

Escambia County Roads Department

601 Highway 297-A

Cantonment, FL 32533

Attn: Jamey Higdon

Quote for Trucks Prepared by: Dave Huffman

Equipment Summary

Cab & Chassis: 2019 Isuzu NQR Crew Cab (17,950 GVWR)

Body Equipment: Custom Built Conyers BL-20 Heavy Duty Open Landscape with HD Dovetail Ramp

Cost for Completed Truck & Body F.O.B. Customer Location

$59, 595.94 ea.

Comment: This quote was prepared with input from Mr. Higdon to improve the overall safety, reliability and performance of the previous Isuzu NQR Landscape combination trucks delivered in 2016 to Escambia County. The upgrades integrated into the new quote allow for a safer and more effective use of the Isuzu truck when combined with the Abei TT211 Mower system. The following summary outlines these performance improvements.

Post Office Box 5375
Mobile, Alabama 36605
251 - 433 - 5616
1 - 800 - 476 - 6841

5885 North W Street
Pensacola, FL 32505
850 - 474 - 9301
1 - 800 - 326 - 8036

Original Equipment Concerns – 2016 Isuzu NQR Crew Cab/Conyers BL-18 Landscape Body

1. Overall deck area too constricted when loaded with Abei TT211 96" Wide X 14' Long
2. When loaded with Abei TT21 unit the body showed signs of flexing and created body roll under driving conditions
3. Driver concerns with "light steering" conditions due to equipment position on body
4. Aebi TT211 Overall size and weight too large for BL-18 Body

Product Improvements

1. **Conyers Body Upgrade** – Switched from regular grade BL-18 Landscape Body to BL-20 Heavy Duty Body and Dovetail System. This body has been custom designed for heavy equipment management.
2. **Body Dimension Improvement** – Original BL-18 Body dimensions are 96" W X 18' L and only has 14' of deck space. The BL-20 increased the width to 102" and the available deck length to 16' which provided a better platform area for the equipment requirements. This larger work space will improve safety for loading and unloading the power mowers as well as positioning of the equipment for weight distribution.
3. **Increased Body Strength** – The BL-20 Body has 3/16" heavy duty flooring material. This heavy plate steel improves the rigidity of the deck area to prevent the body from flexing under load during driving conditions. Eliminating body flex will drastically improve the operating conditions for the driver and improve the overall safety of the truck under loaded conditions.
4. **Reinforced Heavy Duty Dovetail Ramp** - Combined with the BL-20 Body the new ramp system has been upgraded to a Reinforced 102" wide Heavy Duty Dovetail with extra springs. This improved loading system is built with 3# Grade steel grating for increased duty cycles and large equipment. The increased ramp width and strength also improves safety when loading and unloading equipment.

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Mobile, Alabama 36605
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850 - 474 - 9301
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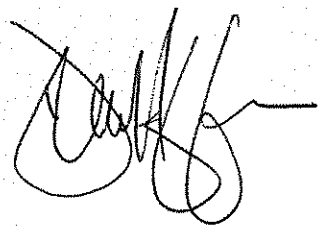
WARD INTERNATIONAL TRUCKS, INC.

Improved Design Features

- Improved Body Stability
- Improved Body Durability
- Improved Dovetail Ramp System
- Improved Deck Area on Body
- Improved Safety for Equipment Operators
- Improved Safety for Driver
- Improved Versatility of Unit with Abei TT211 Equipment

Sincerely,



Dave Huffman

Ward International, Truck Sales

Post Office Box 5375
Mobile, Alabama 36605
251 - 433 - 5616
1 - 800 - 476 - 6841

5885 North W Street
Pensacola, FL 32505
850 - 474 - 9301
1 - 800 - 326 - 8036

WARD ISUZU TRUCK PENSACOLA
David Huffman | 850-206-6549 | dhuffman@wardintltrucks.com

Escambia County NQR Crew 2019

Current report content is based on data as of 2018-12-11 07:44:07. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.

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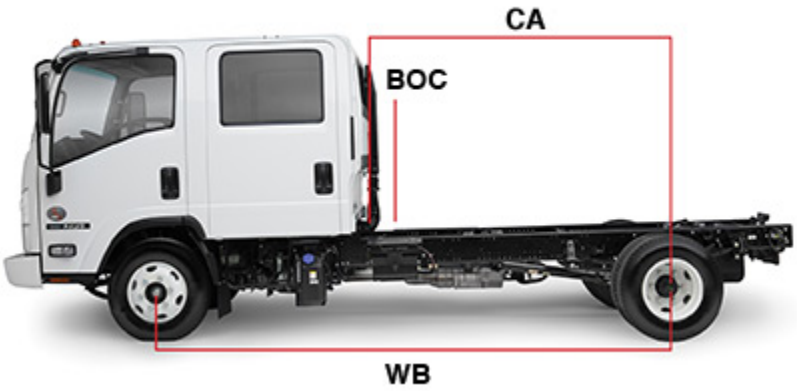
Initial: _____

WARD ISUZU TRUCK PENSACOLA

David Huffman | 850-206-6549 | dhuffman@wardintltrucks.com

Escambia County NQR Crew 2019 (2019 NQR Crew Cab Chassis, NS4 176", 17,950 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning)

Weight Distribution



Front %	Front Wt.
67%	5,587.43 lbs.

Rear %	Rear Wt.
33%	2,732.57 lbs.

GVWR	GVW	Remaining Payload Weight
17,950.00 lbs.	8,320.00 lbs.	9,630.00 lbs.

Driver/Passenger Weight	350.0 lbs.
Rear Passengers	600.0 lbs.
Wheelbase (WB)	176 inches
Cab to Axle(CA)	114.5 inches
Body Length	
Body Weight	
Cab to Body (BOC)	5.3 inches

**** You must fill in body length and weight to enable body and payload weight calculations.**

Weight (lbs.)	Front	Rear	Total
Chassis	4,714.00	2,556.00	7,270.00
Chassis Equipment	99.00	1.00	100.00
Subtotal	4,813.00	2,557.00	7,370.00
Driver/Passengers	774.43	175.57	950.00
Body/Body Equipment	0.00	0.00	0.00
Payload	0.00	0.00	0.00
Total	5,587.43	2,732.57	8,320.00
GAWR/GVWR	6,830.00	12,980.00	17,950.00
GCWR			23,950.00

Chassis Equipment:

Code	Item	Center of Gravity	Front Axle	Rear Axle	Total
54	White, In rail fuel tank with power windows, power door locks and air conditioning		80.00 lbs.	0.00 lbs.	80.00 lbs.
IF6	Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab		19.00 lbs.	0.00 lbs.	19.00 lbs.
UZF	Back up alarm		0.00 lbs.	1.00 lbs.	1.00 lbs.

Driver/Passengers:

	Center of Gravity	Front Axle	Rear Axle	Total
Driver	front axle	350.00 lbs.	0.00 lbs.	350.0 lbs.
Rear Passengers	10 inches in front of the back of cab	424.43 lbs.	175.57 lbs.	600.00 lbs.

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WARD ISUZU TRUCK PENSACOLA

David Huffman | 850-206-6549 | dhuffman@wardintltrucks.com

Escambia County NQR Crew 2019 (2019 NQR Crew Cab Chassis, NS4 176", 17,950 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning)

Selected Model and Options

Code	Description	Weight	MSRP
Model			
NS4	NQR Crew Cab Chassis 176		$63,148.00
54	White, In rail fuel tank with power windows, power door locks and air conditioning		$1,272.00
Tires			
I5H	LRR (low rolling resistance)	0.0 lbs.	Inc.
Engine			
I1B	4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft.-lb. gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system, engine cruise control function. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level.	0.0 lbs.	Inc.
Transmission			
IR7	Aisin A465/6-speed automatic transmission, Ratios: 3.742, 2.003, 1.343, 1.00, 0.773, 0.634, Rev 3.539	0.0 lbs.	Inc.
Wheelbase			
IH7	176 inches, includes ladder type channel frame. Full C section straight frame 33.5 inches wide. Yield strength 44,000 psi; section modulus 11.89 in3 RBM 523,160 lb./ft./in. per rail.	0.0 lbs.	Inc.
Air Cleaner			
KNX	Dry Paper single element. (Donaldson brand) Air cleaner canister standard with air restriction indicator in the driver's Multi-Information Display (MID).	0.0 lbs.	Inc.
Alternator			
I2C	140 AMP. with integral regulator.	0.0 lbs.	Inc.
Battery			
IX1	Dual 12-Volt maintenance free group 31 750 CCA batteries with threaded posts	0.0 lbs.	Inc.
Exhaust			
IX7	Single horizontal with DPF/SCR exhaust system	0.0 lbs.	Inc.
Front Axle			
ID2	"I"-beam rated at 6,830 lbs. Includes integral hydraulic power steering. Ratio 18.8-20.9:1.	0.0 lbs.	Inc.
Front Suspension			
ID8	8440 lbs. Capacity semi elliptical tapered leaf spring. Includes shock absorbers and stabilizer bar	0.0 lbs.	Inc.
Front Wheels			
IB9	19.5" x 6", 6-hole disc, painted white	0.0 lbs.	Inc.

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Escambia County NQR Crew 2019 (2019 NQR Crew Cab Chassis, NS4 176", 17,950 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning)

Selected Model and Options

Code	Description	Weight	MSRP
Front Tires			
XTN/R3M	225/70R19.5F (12 ply) tubeless Radial, all season	0.0 lbs.	Inc.
Rear Suspension			
ID9	14,550 lbs. capacity. Semi-elliptical main and auxiliary multi-leaf springs. Includes shock absorbers.	0.0 lbs.	Inc.
Rear Axle			
ID3	Single-speed, 14,550 lb. capacity with oil lubricated rear wheel bearings.	0.0 lbs.	Inc.
Ratio			
098	5.125:1	0.0 lbs.	Inc.
Rear Wheels			
IC1	19.5” x 6”, 6-hole disc, painted white	0.0 lbs.	Inc.
Rear Tires			
YTN/S3M	225/70R19.5F (12 ply) tubeless Radial, all season tread.	0.0 lbs.	Inc.
Fuel Tank			
IF9	30 gal. rectangular fuel tank. Mounted between frame rail through the rail fuel fill. Fuel water separator with dash mounted warning light.	0.0 lbs.	Inc.
Seat			
AQB	Driver seat is reclining high back. Two single occupant fold down seats with tray backs.	0.0 lbs.	Inc.
Brakes			
K40	Butterfly valve type exhaust brake	0.0 lbs.	Inc.
IT4	Dual circuit, Hydro-Boost hydraulic brake system with EBD (Electronic Brake Distribution). Mechanical transmission mounted parking brake. Non-asbestos semi metallic linings are standard. Anti-lock brake system	0.0 lbs.	Inc.
Power Windows & Door Locks			
IL0	Yes	0.0 lbs.	Inc.
Floor Mats			
IQ6	Standard Floor Mats	0.0 lbs.	Inc.
Additional Options			
IF6	Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab	19.0 lbs.	$88.00
UZF	Back up alarm	1.0 lbs.	$112.00
Accessories			
IX2	Rear body dome lamp switch	0.1 lbs.	Inc.

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Escambia County NQR Crew 2019 (2019 NQR Crew Cab Chassis, NS4 176", 17,950 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning)

Selected Model and Options

Code	Description	Weight	MSRP
8RP	AM/FM/CD radio with Aux input/USB port and Bluetooth RPO	0.0 lbs.	Inc.
Totals			
	Base Price		$63,148.00
	Destination Charge		$1,125.00
	DEF Fill Charge		$10.00
	Total Options Price		$1,472.00
	Tire Weight Tax		$7.94
	Total		$65,762.94

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Escambia County NQR Crew 2019 (2019 NQR Crew Cab Chassis, NS4 176", 17,950 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning)

Warranty

	Warranty Limitations (Time or Mileage, Whichever Comes First)		Percent of Dealer's Normal Charge Paid by Owner	
Coverage	**Time**	**Vehicle Miles**	**Parts**	**Labor**
Basic	0-3 Years	Unlimited	No Charge	No Charge
Engine	0-3 Years	Unlimited	No Charge	No Charge
• Transmission • Drive Axles • Propeller Shaft • Front Axle I-Beam • Crossmembers • Flywheel Housing • Clutch Housing	0-3 Years	Unlimited	No Charge	No Charge
Frame Rails	0-3 Years	Unlimited	No Charge	No Charge
Frame Rails	3-5 Years	Unlimited	50%	50%
Engine Emissions Control System	0-5 Years	0-100,000	No Charge	No Charge
California Emissions Performance	0-3 Years	0-50,000	No Charge	No Charge
California Emissions Long-Term Defects	0-7 Years	0-70,000	No Charge	No Charge
Tires	0-2 Years	0-24,000	No Charge	No Charge
Corrosion (Rust Through)	0-4 Years	Unlimited	No Charge	No Charge

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Escambia County NQR Crew 2019 (2019 NQR Crew Cab Chassis, NS4 176", 17,950 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning)

Quote Worksheet

		MSRP
Base Price		$63,148.00
Destination Charge		$1,125.00
DEF Fill Charge		$10.00
Total Options		$1,472.00
Subtotal		**$65,755.00**
20' Open Landscape Body		$8,338.00
Subtotal Additional Equipment		**$8,338.00**
Subtotal Miscellaneous Equipment		**$0.00**
Pre-Tax Subtotal		**$74,093.00**
Less Customer Discount		($-14,505.00)
Subtotal Discount		**($-14,505.00)**
Taxable Price		**$59,588.00**
Sales Tax	0%	$0.00
Tire Weight Tax		$7.94
Subtotal Taxes		**$7.94**
Subtotal Post-Tax Adjustments		**$0.00**
Less Post-tax Customer Discount		$0.00
Subtotal Discount		**$0.00**
Total Sales Price		**$59,595.94**

Dealer Signature/Date

Customer Signature/Date

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WARD INTERNATIONAL TRUCKS, INC.

December 11, 2018

Escambia County Roads Department

601 Highway 297-A

Cantonment, FL 32533

Attn: Jamey Higdon

Quote for Trucks Prepared by: Dave Huffman

Equipment Summary

Cab & Chassis: 2019 Isuzu NQR Crew Cab (17,950 GVWR)

Body Equipment: Custom Built Conyers BL-20 Heavy Duty Open Landscape with HD Dovetail Ramp

Cost for Completed Truck & Body F.O.B. Customer Location

$59, 595.94 ea. $1,189.00 more

Comment: This quote was prepared with input from Mr. Higdon to improve the overall safety, reliability and performance of the previous Isuzu NQR Landscape combination trucks delivered in 2016 to Escambia County. The upgrades integrated into the new quote allow for a safer and more effective use of the Isuzu truck when combined with the Abei TT211 Mower system. The following summary outlines these performance improvements.

Post Office Box 5375
Mobile, Alabama 36605
251 - 433 - 5616
1 - 800 - 476 - 6841

5885 North W Street
Pensacola, FL 32505
850 - 474 - 9301
1 - 800 - 326 - 8036

WARD INTERNATIONAL TRUCKS, INC.

Original Equipment Concerns – 2016 Isuzu NQR Crew Cab/Conyers BL-18 Landscape Body

1. Overall deck area too constricted when loaded with Abei TT211 96" Wide X 14' Long
2. When loaded with Abei TT21 unit the body showed signs of flexing and created body roll under driving conditions
3. Driver concerns with "light steering" conditions due to equipment position on body
4. Aebi TT211 Overall size and weight too large for BL-18 Body

Product Improvements

1. **Conyers Body Upgrade** – Switched from regular grade BL-18 Landscape Body to BL-20 Heavy Duty Body and Dovetail System. This body has been custom designed for heavy equipment management.
2. **Body Dimension Improvement** – Original BL-18 Body dimensions are 96" W X 18' L and only has 14' of deck space. The BL-20 increased the width to 102" and the available deck length to 16' which provided a better platform area for the equipment requirements. This larger work space will improve safety for loading and unloading the power mowers as well as positioning of the equipment for weight distribution.
3. **Increased Body Strength** – The BL-20 Body has 3/16" heavy duty flooring material. This heavy plate steel improves the rigidity of the deck area to prevent the body from flexing under load during driving conditions. Eliminating body flex will drastically improve the operating conditions for the driver and improve the overall safety of the truck under loaded conditions.
4. **Reinforced Heavy Duty Dovetail Ramp** - Combined with the BL-20 Body the new ramp system has been upgraded to a Reinforced 102" wide Heavy Duty Dovetail with extra springs. This improved loading system is built with 3# Grade steel grating for increased duty cycles and large equipment. The increased ramp width and strength also improves safety when loading and unloading equipment.

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WARD INTERNATIONAL TRUCKS, INC.

Improved Design Features

- Improved Body Stability
- Improved Body Durability
- Improved Dovetail Ramp System
- Improved Deck Area on Body
- Improved Safety for Equipment Operators
- Improved Safety for Driver
- Improved Versatility of Unit with Abei TT211 Equipment

Sincerely,

Dave Huffman

Ward International, Truck Sales

Post Office Box 5375
Mobile, Alabama 36605
251 - 433 - 5616
1 - 800 - 476 - 6841

5885 North W Street
Pensacola, FL 32505
850 - 474 - 9301
1 - 800 - 326 - 8036

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15540 **County Administrator's Report 12. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: Acquisition of Real Property located at 7320 Hayward Avenue for the Muldoon-Cerney-Velma-Fresno Area Drainage Project
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Authorization for Acquisition of Property Located at 7320 Hayward Avenue - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding the acquisition of real property located at 7320 Hayward Avenue (14.1 acres more or less), from Escambia Gulf Coast Pits, LLC, a Florida Limited Liability Company:

A. Authorize the purchase of real property located at 7320 Hayward Avenue (14.1 acres more or less) from Escambia Gulf Coast Pits, LLC, a Florida Limited Liability Company, for the purchase price of $240,000 (appraised value);

B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 7320 Hayward Avenue (14.1 acres more or less);

C. Accept the Public Disclosure of Interest Form from Escambia Gulf Coast Pits, LLC; and

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

This project is located in Commission District 1.

[Funding Source: Fund 352, Local Option Sales Tax III (LOST) III, Cost Center 210107, Object Code 56101, Project #17EN2791]

BACKGROUND:

The Hayward property is located next to an existing County pond (Velma Pond 92) that needs to be expanded to improve capacity and positive outfall issues. The Bayou Marcus Master Drainage Plan outlined a drainage concept for this area. This proposed pond on the Hayward property combined with the existing Velma Pond parcel would provide for a more cost-effective drainage system than the one identified and proposed in the Master Plan by considerably reducing the outfall pipe size. Engineering is currently drafting a scope of work for solicitation of design services for the Muldoon-Saufley Field-Cerney-Velma-Fresno Area Drainage project, for which the acquisition of this parcel is a key component. Funding for acquisition and design is in LOST III and construction is programmed in LOST IV (FY2020 and FY2027).

BUDGETARY IMPACT:

Funding for this project is available in Fund 352, LOST III, Cost 210107, Object Code 56101, Project #17EN2791.

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, Assistant County Attorney, on November 19, 2018.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Contract

Public Disclosure of Interest

Aerial Map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Escambia Gulf Coast Pits, LLC, a Florida limited liability company, whose address is 401B South Palafox Street, Pensacola, Fl 32502 ("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. Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (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 _____, 20__.

2. PURCHASE PRICE; PAYMENT. The purchase price is Two Hundred Forty Thousand Dollars ($240,000.00), payable to Seller 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 Seller in writing specifying the defects, and Seller 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 Seller is 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 Seller 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, Seller 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 Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller 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. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer);

Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. BROKERS. Neither Buyer nor Seller 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 Seller at closing. In the event the closing occurs between January 1 and November 1, Seller 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, Seller 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. Seller 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, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller 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 Seller's sole remedy under the Contract and Seller have no right of specific performance. If Seller fails 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 Seller 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 Seller 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 Seller 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 Seller 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 SELLER:
Escambia Gulf Coast Pits, LLC
401B South Palafox Street
Pensacola, FL 32502

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. Seller 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 Seller 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. Seller warrant that there are no facts known to Seller 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 Seller, 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 Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller conveys by sale the Property 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, 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.

27. *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.

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

Lumon J. May, Chairman

Deputy Clerk

Date: _____

Approved as to form and legal sufficiency.
By/Title: S. West, Asst. County Atty
Date: Nov. 14, 2018

BCC Approved: _____

Willie Betty Travick
Witness
Willie Betty Travick
Print Name

Janice M Costin
Witness
Janice M Costin
Print Name

SELLER:
ESCAMBIA GULF COAST PITS, LLC

Patricia A Mills
By: Patricia A. Mills, Managing Member of Escambia Gulf Coast Pits, LLC

Date: 11/15/18

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15 day of November, 2018, by **Patricia A. Mills,** as Managing Member of Escambia Gulf Coast Pits, LLC, a Florida limited liability company on behalf of the company. She (__) is personally known to me, or (✓) has produced current FL-B525-L93-46-914-0 as identification.

Marcia L Nieborg
Signature of Notary Public

MARCIA L. Nieborg
Printed Name of Notary Public

(Notary Seal)

EXHIBIT "A"

BOUNDARY SURVEY

SURVEYOR'S NOTES:

1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of Bearings Reference: Grid North and the grid bearings shown hereon are based on the following:
   a. Projection Zone: Florida North (State Plane)
   b. Projection Type: Lambert Conformal Conic
   c. Datum: North American Datum of 1983 with a datum tag of 2011 (NAD83 (2011))
   d. North as shown hereon is referenced to Florida Department of Transportation (FDOT) Horizontal Control Network.
3) Joseph Barrett, Florida Professional Surveyor and Mapper did not perform a title search, nor however a title search been provided. Therefore, the survey shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
4) Lands shown hereon were not abstracted by Joseph Barrett, Florida Professional Surveyor and Mapper, and is, therefore, subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
5) This survey does not reflect, determine, or guarantee ownership.
6) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
7) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
8) The horizontal positions shown hereon were derived from the utilization of a Leica 1200 Real Time Kinematic (RTK) Global Positioning System (GPS) dual frequency receiver in RTK Mode utilizing the Florida Department of Transportation (FDOT) Florida Permanent Reference Network (FPRN).
9) The field survey was performed between April 16, 2018 through May 24, 2018 and recorded in Field Book 488, Pages 60-64, 66.
10) Right of way and parcel lines are based on the Escambia County Property Appraiser's maps. They are "For Illustrative Purposes Only".
11) Improvement locations shown hereon may be exaggerated and not to scale for clarity purposes.
12) Documents used in the preparation of this Boundary survey: Chigago Title Insurance Company, Partnership Title Company, LLC, Order #6082290, Effective Date: November 3, 2016 @ 8:00 am.; Escambia County Property Appraiser's Maps; existing field monumentation, and the Following Legal Descriptions recorded in the Public Records of Escambia County, Florida: Deed Book 277, Page 206, O.R. Book 808, Page 346, O.r. Book 7395, Page1864, O.R. Book 7456, Page 1651, and O.R. Book 6830, Page 1200.
13) Improvement locations shown hereon may be exaggerated and not to scale for clarity purposes.
14) The description and boundary survey are not full and complete without the other.
15) Boundary lines as shown were determined by a boundary survey performed by Escambia County.
16) The official record of this survey is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.

LEGAL DESCRIPTION:

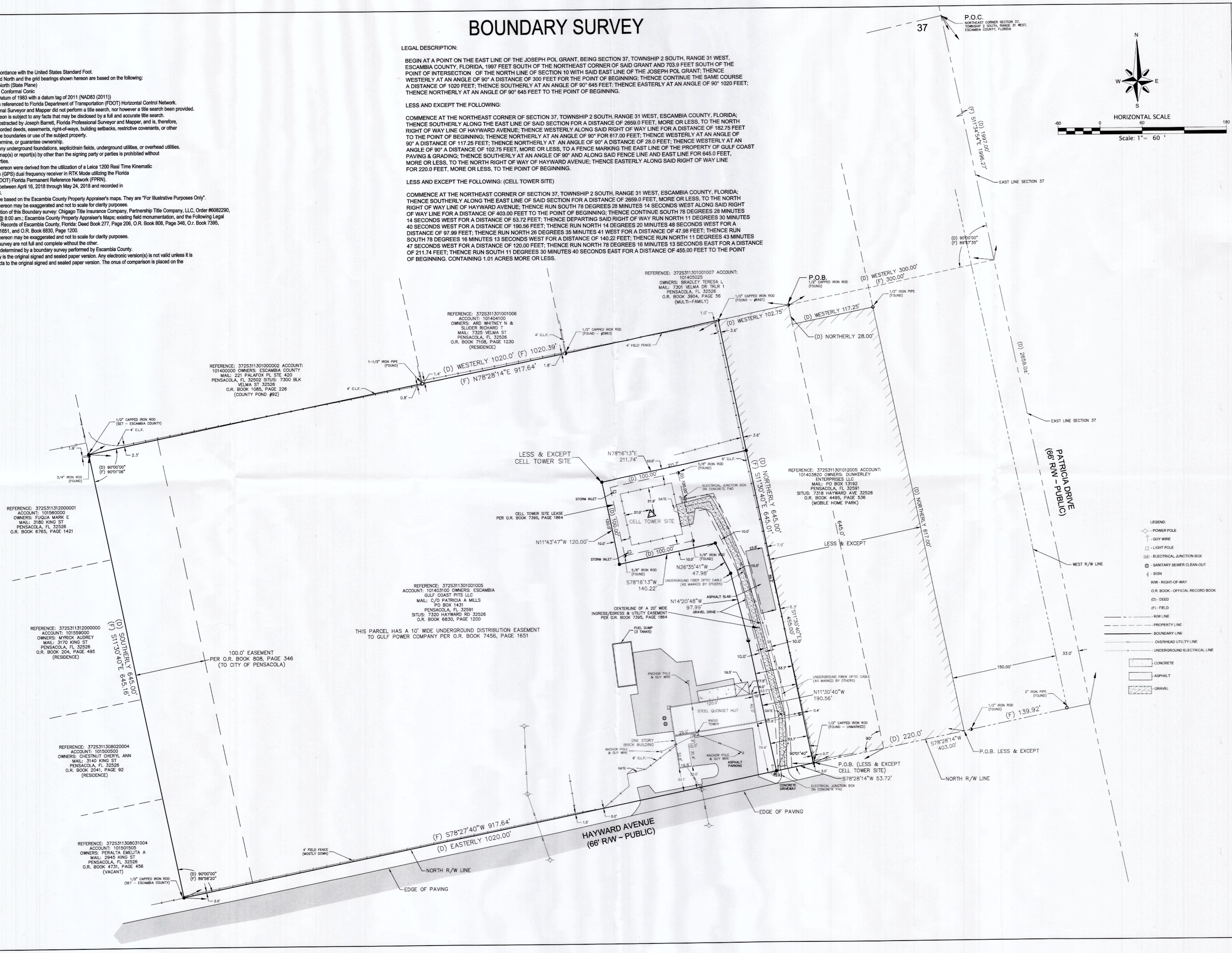
BEGIN AT A POINT ON THE EAST LINE OF THE JOSEPH POL GRANT, BEING SECTION 37, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, 1997 FEET SOUTH OF THE NORTHEAST CORNER OF SAID GRANT AND 703.9 FEET SOUTH OF THE POINT OF INTERSECTION OF THE NORTH LINE OF SECTION 10 WITH SAID EAST LINE OF THE JOSEPH POL GRANT; THENCE WESTERLY AT AN ANGLE OF 90° A DISTANCE OF 300 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE THE SAME COURSE A DISTANCE OF 1020 FEET; THENCE SOUTHERLY AT AN ANGLE OF 90° 645 FEET; THENCE EASTERLY AT AN ANGLE OF 90° 1020 FEET; THENCE NORTHERLY AT AN ANGLE OF 90° 645 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 37, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION FOR A DISTANCE OF 2659.0 FEET, MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF HAYWARD AVENUE; THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 182.75 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY AT AN ANGLE OF 90° FOR 617.00 FEET; THENCE WESTERLY AT AN ANGLE OF 90° A DISTANCE OF 117.25 FEET; THENCE NORTHERLY AT AN ANGLE OF 90° A DISTANCE OF 28.0 FEET; THENCE WESTERLY AT AN ANGLE OF 90° A DISTANCE OF 102.75 FEET, MORE OR LESS, TO A FENCE MARKING THE EAST LINE OF THE PROPERTY OF GULF COAST PAVING & GRADING; THENCE SOUTHERLY AT AN ANGLE OF 90° AND ALONG SAID FENCE LINE AND EAST LINE FOR 645.0 FEET, MORE OR LESS, TO THE NORTH RIGHT OF WAY OF HAYWARD AVENUE; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE FOR 220.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING: (CELL TOWER SITE)

COMMENCE AT THE NORTHEAST CORNER OF SECTION 37, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION FOR A DISTANCE OF 2659.0 FEET, MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF HAYWARD AVENUE; THENCE RUN SOUTH 78 DEGREES 28 MINUTES 14 SECONDS WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 403.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 78 DEGREES 28 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 53.72 FEET; THENCE DEPARTING SAID RIGHT OF WAY RUN NORTH 11 DEGREES 30 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 190.56 FEET; THENCE RUN NORTH 14 DEGREES 20 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 97.99 FEET; THENCE RUN NORTH 26 DEGREES 35 MINUTES 41 WEST FOR A DISTANCE OF 47.98 FEET; THENCE RUN SOUTH 78 DEGREES 16 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 140.22 FEET; THENCE RUN NORTH 11 DEGREES 43 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 120.00 FEET; THENCE RUN NORTH 78 DEGREES 16 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 211.74 FEET; THENCE RUN SOUTH 11 DEGREES 30 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 455.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.01 ACRES MORE OR LESS.



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

Date: 17 October 2018

Joseph Barrett, Professional Surveyor and Mapper No. 6260
State of Florida

REVISIONS	DATE

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

DRAWN BY:	FIELD DATE:	SECTION-TOWNSHIP-RANGE	APPROVED BY:	PROFESSIONAL SURVEYOR AND MAPPER NO.
M. KIRKLAND	APRIL 24, 2018	37-2S-31W		6260
ASSIGNED BY:	DRAWING DATE:	FIELD BOOK	REGISTERED FL ENGINEER NO.	
	May 22, 2018	488		
CHECKED BY:		PAGE		
J. BARRETT		60-64, 66		

MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT
DRAWING FILE LOCATION: L:\Drafing\HAYWARD AVENUE\20180525\dwg\HAYWARD AVENUE-VELMA POND 20180525.dwg
PROJECT NO. 20180525
DISTRICT ONE
TYPE OF SURVEY: BOUNDARY

HAYWARD AVENUE
(VELMA POND)

DRAWING NUMBER: L-6029
SHEET 1
OF 1 SHEET/S

PUBLIC DISCLOSURE OF INTEREST

This Public Disclosure of Interest is made pursuant to Section 286.23, Florida Statutes (2018) under oath to Escambia County and its Board of County Commissioners and subject to the penalties prescribed for perjury.

I, Patricia A. Mills, as Managing Member of Escambia Gulf Coast Pits, L.L.C., a Florida Limited Liability Company, do hereby attest and affirm:

1. That the address for Escambia Gulf Coast Pits, L.L.C., a Florida Limited Liability Company, is:
P.O Box 1431 Pensacola, Fl
401 B South Palafox St, Pensacola, FL 32502

2. That the following entity or individuals have a beneficial interest in the real property described in Exhibit A:

A. Patricia A Mills Benjamin - 401 B S. Palafox St
(Name) (Address)

Relationship/Interest: 50% Mother of Tamara Mills Davis

B. Tamara A Mills Davis
(Name) (Address)

Relationship/Interest: Daughter - 5748 Sparkle Berry Lane Pensacola, Fla 32526

C. _____
(Name) (Address

Relationship/Interest: _____

3. That this disclosure has been made at least 10 days prior to the conveyance of any real property interest as described in Exhibit A to Escambia County, Florida.

Witness Janice M Costin

Print Name Janice M Costin

Escambia Gulf Coast Pits, L.L.C., a Florida Limited Liability Company

Witness Willie Betty Trawick

Print Name Willie Betty Trawick

By: Patricia A. Mills, as Managing Member
AKA Patrica A Mills Benjamin

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 5th day of December, 2018, by Patricia A. Mills, AKA Patrica A. Mills Benjamin as Managing Member for Escambia Gulf Coast Pits, L.L.C., a Florida Limited Liability Company. She (_) is personally known to me, or (✓) has produced current Florida License B52569346 9140 as identification.

Marcia L. Wieborg
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF963529
Expires 4/3/2020

Signature of Notary Public

MARCIA L. Wieborg
Printed Name of Notary Public

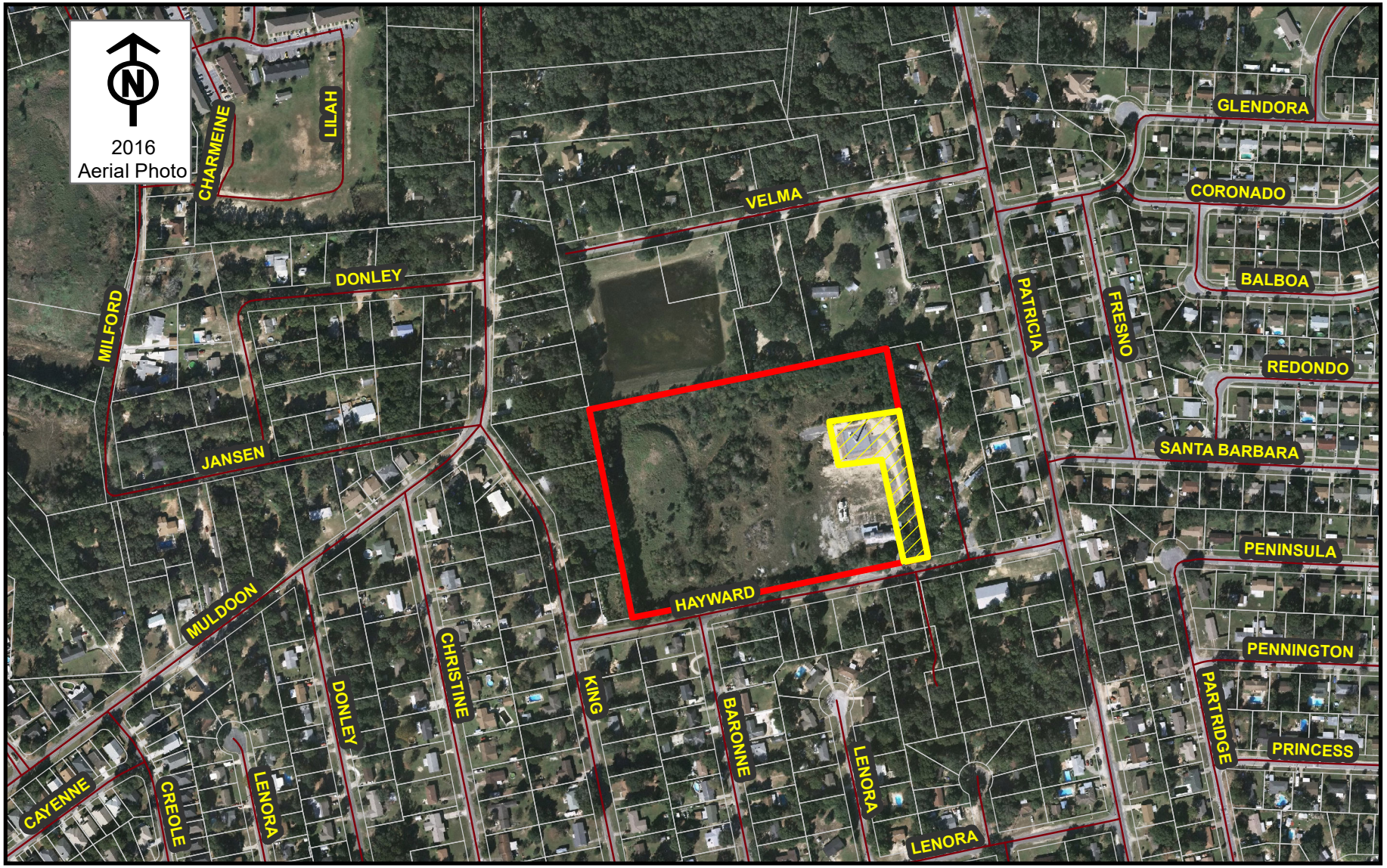
(Notary Seal)

EXHIBIT "A"

BOUNDARY SURVEY
HAYWARD AVENUE
(66' R/W - PUBLIC)
PATRICIA DRIVE
(66' R/W - PUBLIC)
HORIZONTAL SCALE
ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
HAYWARD AVENUE
(VELMA POND)

MULDOON-CERNEY-VELMA-FRESNO AREA DRAINAGE PROJECT

EXHIBIT "A"



ESCAMBIA COUNTY
ENGINEERING DIVISION

MLW 9/18/18 DISTRICT 1

Escambia Gulf Coast Pits, LLC Property

Less and Except Cell Tower Site

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15539 **County Administrator's Report 12. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: Acceptance of a Drainage Easement located at the end of Crooked Oak Drive
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of an Easement Located at the End of Crooked Oak Drive - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the acceptance of an easement at the end of Crooked Oak Drive from Robert J. Jones, as Personal Representative of The Estate of Olga F. Jones:

A. Accept the donation of a drainage easement, (approximately 0.401 acres) located at the end of Crooked Oak Drive from Robert J. Jones, as Personal Representative of The Estate of Olga F. Jones, for drainage improvements;

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

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

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

This property is located in Commission District 5.

[Funding: Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the

Escambia County Clerk's Office]

BACKGROUND:

Motley Court Creek Gulley Project is a drainage way that starts at the North end of Motley Court, along the East boundary of Boulder Creek 1st Addition subdivision and extends to Clear Creek. This open ditch has eroded into a meandering gulley, ranging in varying widths of 10'-40' wide, depths of 3' to 20' deep, and extends into the University of West Florida property and the privately-owned Jones property. Meeting in regular session on September 21, 2017, the Board authorized submittal of the Motley Court Clear Creek Gulley project to the National Resources Conversation Service (NRCS) Emergency Watershed Protection (EWP) Program for consideration of grant eligibility and funding under the EWP. NRCS has since presented a grant agreement to Escambia County to address improvements within the gulley. At an additional regularly-scheduled meeting on June 21, 2018, the Board authorized the County Administrator to sign all necessary forms and for County staff to initiate acquisition activities as necessary to proceed with the project. Mr. Robert J. Jones has agreed to grant the County this Easement to proceed with this project.

An additional easement will be needed from the University of West Florida, which will be brought to the BCC at a later date. HDR Engineering is ready to submit final design after Jones and University of West Florida acquisitions are complete. We are awaiting their bid package to send to purchasing.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Drainage Easement was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on January 8, 2019.

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 have the executed Drainage Easement recorded in the public records of Escambia County, Florida.

Attachments

Drainage Easement
Olga F Jones Estate Map
BCC Minutes 9/21/17
BCC Minutes 6/21/18

Prepared by:
Marcia Wieborg
Escambia County Public Works Department
3363 West Park Place
Pensacola, FL 32505

Motley Court-Crooked Oak
23-1N-30-1200-001-035

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 18th day of December, 2018, by and between the Robert J. Jones, as Personal Representative of The Estate of Olga F. Jones, whose mailing address is 7629 Timberwood Drive, Jacksonville, FL 32256 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 23, Township 1, Range 30 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

Witness: Michael Norton

Print Name: Michael Norton

Witness: F J C

Print Name: Thomas L. Cr...

GRANTOR:

The Estate of Olga F. Jones

By: Robert J. Jones PR Olga F. Jones 12/18/2018
Robert J. Jones, Personal Representative
of The Estate of Olga F. Jones

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of December, 2018 by Robert J. Jones as Personal Representative of The Estate of Olga F. Jones. He ( ) is personally known to me, or (X) produced current J520770522680 as identification.

FLDL

Michael Norton 12/18/18
Signature of Notary Public

Michael Norton
Printed Name of Notary Public

(Notary Seal)

MICHAEL R. NORTON
Notary Public, State of Florida
Commission# GG 272654
My comm. expires Oct. 30, 2022

ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the _____ day of _____, 20___, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the_____day of_____, 20___.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Jan 8, 2019

EXHIBIT "A"

LEGAL DESCRIPTION (AS WRITTEN)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7107, PAGE 298 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING IN SECTION 23, TOWNSHIP 1 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 32, BLOCK C, BOULDER CREEK FIRST ADDITION AS RECORDED IN PLAT BOOK 14, PAGE 6 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, MARKED BY A 4 INCH SQUARE CONCRETE MONUMENT.

FROM SAID POINT OF COMMENCEMENT, RUN ALONG A SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 32, SOUTH 03 DEGREES 53 MINUTES 37 SECONDS WEST, A DISTANCE OF 30.00 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION;

THENCE LEAVING SAID SOUTHERLY EXTENSION, ALONG SAID NORTH LINE, RUN SOUTH 87 DEGREES 08 MINUTES 21 SECONDS EAST, A DISTANCE OF 45.01 FEET TO THE EAST LINE OF A 30 FOOT COUNTY RIGHT OF WAY (UNOPENED AND UNMAINTAINED) AND THE WEST LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4558, PAGE 1460 OF THE PUBLIC RECORDS;

THENCE LEAVING SAID NORTH LINE, ALONG SAID EAST LINE AND SAID WEST LINE, RUN NORTH 03 DEGREES 53 MINUTES 37 SECONDS EAST, A DISTANCE OF 1,308.58 FEET TO A NORTH LINE OF SAID PROPERTY AND THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, LEAVING SAID WEST LINE, ALONG SAID EAST LINE AND THE WEST LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 7107, PAGE 298 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, RUN NORTH 03 DEGREES 53 MINUTES 37 SECONDS EAST, A DISTANCE OF 306.23 FEET;

THENCE LEAVING SAID EAST LINE AND SAID WEST LINE, RUN SOUTH 86 DEGREES 06 MINUTES 23 SECONDS EAST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 03 DEGREES 53 MINUTES 37 SECONDS WEST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 42 DEGREES 38 MINUTES 51 SECONDS EAST, A DISTANCE OF 82.52 FEET;

THENCE SOUTH 03 DEGREES 51 MINUTES 09 SECONDS WEST, A DISTANCE OF 140.00 FEET;

THENCE SOUTH 86 DEGREES 08 MINUTES 51 SECONDS EAST, A DISTANCE OF 40.00 FEET;

THENCE SOUTH 03 DEGREES 53 MINUTES 37 SECONDS WEST, A DISTANCE OF 57.62 FEET TO SAID NORTH LINE OF SAID OFFICIAL RECORDS BOOK 4558, PAGE 1460;

THENCE ALONG SAID NORTH LINE, RUN NORTH 87 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 105.02 FEET TO THE POINT OF BEGINNING, CONTAINING 0.401 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

ERIC B. STUART, P.S.M. FLORIDA LICENSE NO. 6707

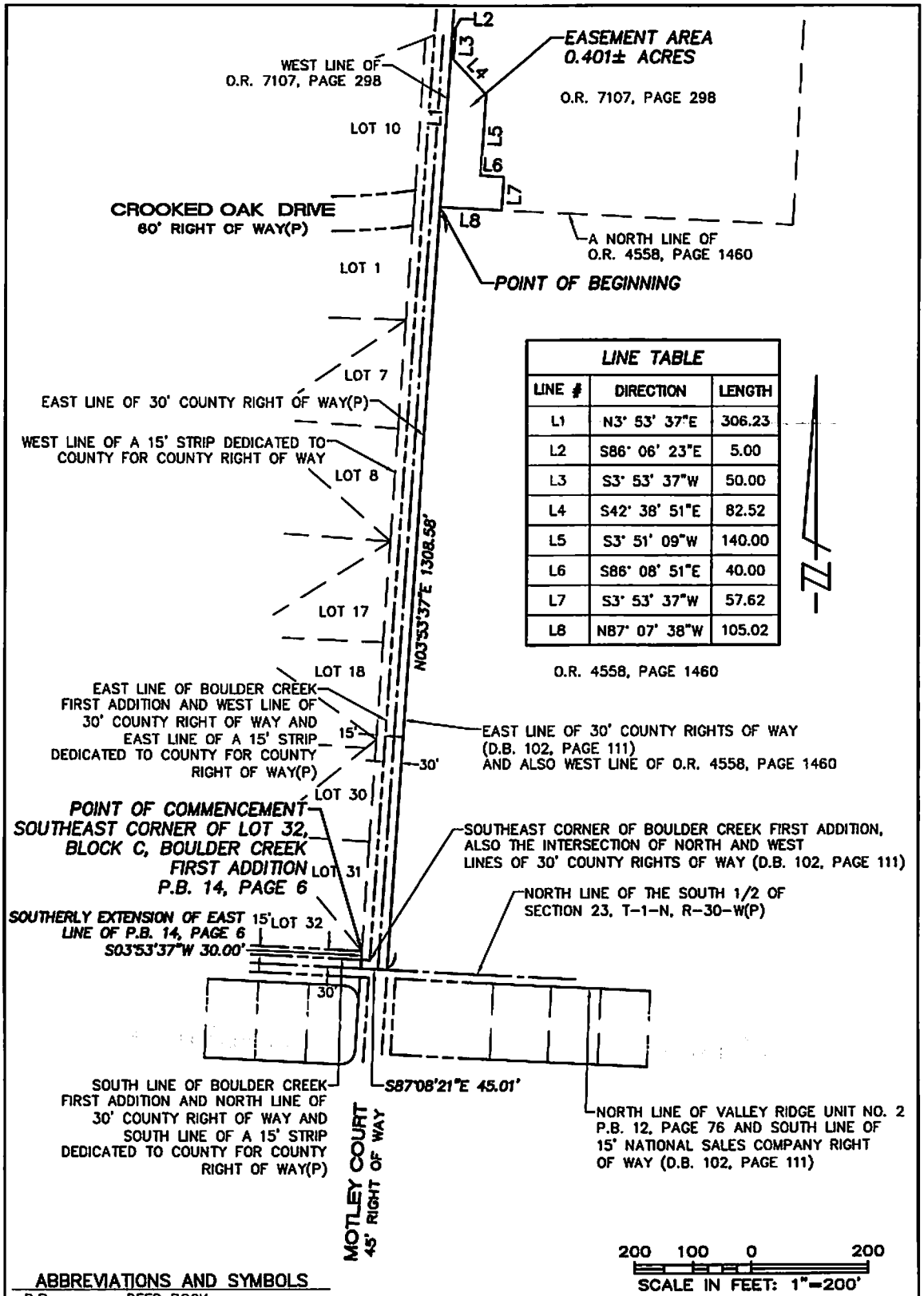
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SAM
600 UNIVERSITY OFFICE BOULEVARD, SUITE #17-B, PENSACOLA, FLORIDA 32504
LB#7908 P.850.857.7715 F.850.857.7726

LEGAL DESCRIPTION AND SKETCH
MOTLEY COURT GULLEY NORTH EASEMENT
SECTION 23, T-1-N, R-30-W
PENSACOLA, ESCAMBIA COUNTY, FL

CLIENT: HDR ENGINEERING, INC.

SCALE:	PROJECT NO.:	SHEET
N/A	1018044790	1
SURVEY DATE:	FIELDBOOK:	
N/A	N/A	
DRAWN BY:		OF
JBB		
CAD NO.:		2
1018044790ESMT2		
REVISED:		



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N3° 53' 37"E	306.23
L2	S86° 06' 23"E	5.00
L3	S3° 53' 37"W	50.00
L4	S42° 38' 51"E	82.52
L5	S3° 51' 09"W	140.00
L6	S86° 08' 51"E	40.00
L7	S3° 53' 37"W	57.62
L8	N87° 07' 38"W	105.02

O.R. 4558, PAGE 1460

ABBREVIATIONS AND SYMBOLS

D.B = DEED BOOK
O.R. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
(P) = VALUE DERIVED FROM PLAT

THIS IS NOT A SURVEY

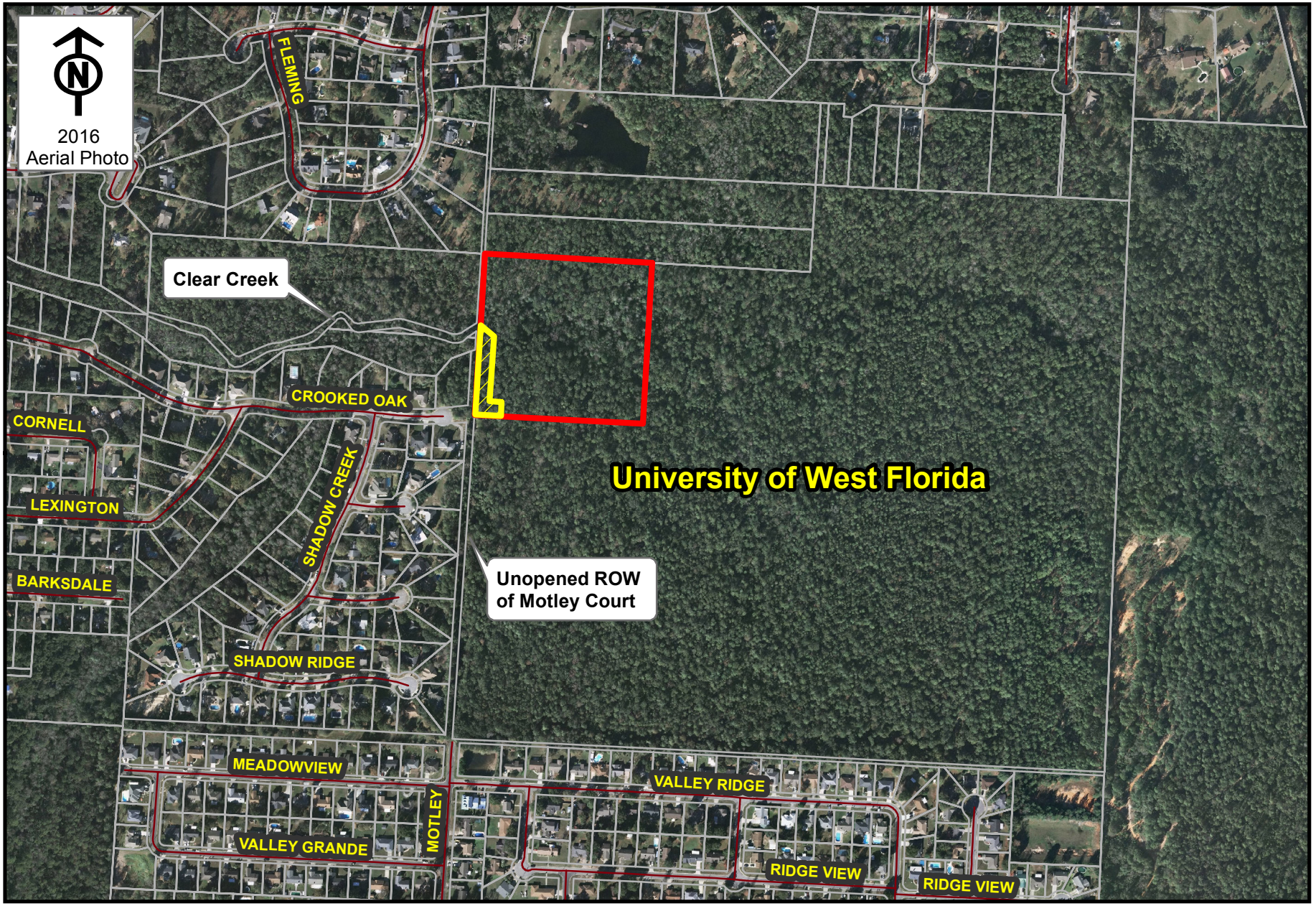
SAM
600 UNIVERSITY OFFICE BOULEVARD, SUITE #12-B, PENSACOLA, FLORIDA 32504
LB #7908 P:850.857.7725 F:850.857.7726

LEGAL DESCRIPTION AND SKETCH
MOTLEY COURT GULLEY NORTH EASEMENT
SECTION 23, T-1-N, R-30-W
PENSACOLA, ESCAMBIA COUNTY, FL

CLIENT: HDR ENGINEERING, INC.

SCALE: 1" = 200'	PROJECT NO.: 1018044790	SHEET 2
SURVEY DATE: 7/31/2018	FIELDBOOK: N617	
DRAWN BY: JBB		OF 2
CAD NO.: 1018044790ESMT2		
REVISED:		

Crooked Oak Drainage Improvements



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MLW 1/11/19 DISTRICT 5

The Estate of Olga F. Jones

Drainage Easement area

ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

1. Motley Court Clear Creek Gulley

   Motion made by Commissioner Barry, seconded by Commissioner Bergosh, and carried 4-0, with Commissioner May having left the meeting, taking the following action concerning the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program for Motley Court Clear Creek Gulley (Funding Source: $250,000 – 25% match – Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56301, Project 08EN0068):

   A. Authorizing submittal of the Motley Court Clear Creek Gulley project to NRCS to request a determination of eligibility, scope of damages, and estimated costs of repairs, to be included in a Damage Survey Report (DSR) NRCS form, and approve Escambia County to serve as the local sponsor;

   B. Authorizing the County Administrator to execute a letter requesting NRCS to consider the Motley Court Clear Creek Gulley project for the EWP Program and requesting preparation of a Damage Survey Report for Board of County Commissioner consideration; and

   C. Accepting, subject to Legal review and sign-off, easements, hold harmless agreements, property donations, land acquisitions, and other documents of conveyance as may be required from property owners of Escambia County whose properties are adjacent to or within the designated project site.

2. Beulah Beltway Alternative Corridor Evaluation Study

   Motion made by Commissioner Barry, seconded by Commissioner Bergosh, and carried 4-0, with Commissioner May having left the meeting, taking the following action concerning the Beulah Beltway Alternative Corridor Evaluation (ACE) Study:

   A. Directing staff to eliminate the Alternative Corridors #2, #3, #4, and #6 from the seven (7) total Alternative Corridors evaluated during the ACE Study process;

   B. Directing staff to eliminate Alternative Corridor #1 from Quintette Road area south to Nine Mile Road; and

(Continued on Page 37)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Recommendation: That the Board take the following action concerning the Federally-Funded Subaward and Grant Agreement:

   A. Approve the State of Florida Division of Emergency Management, Federally-Funded Subaward and Grant Agreement, providing Escambia County Fire Rescue funding, in the amount of $51,390, through Grant Number EMW-2017-55-00061, for the Hazardous Materials Team; and

   B. Authorize the Chairman to sign the Agreement.

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

   "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."

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

9. Recommendation: That the Board take the following action concerning the Contract Award for Design Services for Motley Court Gulley Improvements (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project 08EN0068, $75,265.74):

   A. Approve, and authorize the County Administrator to sign, the Agreement between Escambia County and HDR Engineering, Inc., per the terms and conditions of PD 17-18.040, Design Services for Motley Court Gulley Improvements, for a lump sum amount of $75,265.74; and

(Continued on Page 20)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued…

B. Authorize the County Administrator, or designee, to sign United States Department of Agriculture Natural Resources Conservation Service Emergency Watershed Protection Program forms, subject to Legal review and sign-off, as necessary to finalize the Grant Funding Award, and any subsequent program-related documents for this project that do not alter the finite terms of funding amounts or budgets.

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

10. Recommendation: That the Board adopt the Resolution [R2018-66] approving Supplemental Budget Amendment #134, Other Grants and Projects Fund (110), in the amount of $33,646, to recognize the remaining balance from the State of Florida Department of Environmental Protection G0409 Beach Haven/Boardwalk Grant and to appropriate these funds to be used for the Bayou Chico Stormwater Retrofit Project, which will provide funding to extend the Southwest Greenway elevated boardwalk along Jones Creek.

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

11. Recommendation: That the Board adopt the Resolution [R2018-67] approving Supplemental Budget Amendment #136, General Fund (001), in the amount of $53,640, to recognize the Sheriff's off-duty officer, insurance proceeds, auto repairs, and miscellaneous reimbursements/fees, and to appropriate these funds into the Sheriff's Administrative Budget to offset operational expenses.

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15482 **County Administrator's Report 12. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: Request Authorization to Terminate Copier Lease Agreement with Ricoh USA, Inc.
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Termination of a Copier Lease Agreement with Ricoh USA, Inc.- Tim Tolbert, Building Official/Department Director, Building Services Department

That the Board take the following action:

A. Authorize the termination of the Lease Agreement between Escambia County and Ricoh USA, Inc.; and

B. Authorize the Acting County Administrator, Amy Lovoy, to execute the Notice of Non-Renewal, the rebate document from RJ Young, and the Attachment to Order #G24N00.

[Funding: Fund 001, General Fund, Cost Center 250207, Account 54401]

BACKGROUND:

Escambia County Animal Control Division is in possession of a copier that was leased pursuant to the terms of a lease agreement previously entered into by the Department of Corrections on October 30, 2012, for a term of 48 months expiring on October 29, 2016. Following the expiration of the term, the parties mutually agreed periodic renewals for consecutive sixty-day periods for which the County has remitted monthly payments in the amount of $277.43.

Animal Services has determined the copier equipment is no longer needed, and the lease agreement is not financially advantageous for the Division. Animal Services intends to purchase new equipment from RJ Young Company, Inc., that

will be significantly more cost effective for the County.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Cost Center 250207, Account 54401

LEGAL CONSIDERATIONS/SIGN-OFF:

Senior Assistant County Attorney Kristin D. Hual has reviewed and approved the documents.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required to terminate the lease agreement and authorize Acting County Administrator, Amy Lovoy, to execute the necessary documentation.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Lease Agreement
Latest Ricoh invoice
Rebate
Non-renewal letter

RICOH

Quote: 1030165

ORDER AGREEMENT

RICOH BUSINESS SOLUTIONS

DATE: 10/25/2012	TYPE OF SALE: FMV		
AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED			
SHIP TO		**BILL TO**	
Salesrep Name and Number: Terry Reese 22107720		Salesrep Name and Number: Terry Reese 22107720	
Install Branch Number: 56701	Install Branch Name: Mobile	Order Taking Branch Number: 56701	Order Taking Branch Name: Mobile
Account Number: 3027275		Account Number: 3075833	
Customer Name: Escambia County Corrections Bureau		Customer Name: Escambia County Corrections Bureau	
Address Line1: Attn: Code Enforcement		Address Line1: 2251 N Palafox St	
Address Line2: 3363 W Park Place		Address Line2	
City: Pensacola		City: Pensacola	
County:	ST/ZIP: FL / 32505	County:	ST/ZIP: FL / 32501
Contact: Frances Johnson		Contact: Accts Payable	
Phone/Fax: 850.595.4063		Phone/Fax: 850.595.4063	
email: fajohnso@co.escambia.fl.us		email:	

BILLING INFORMATION

Lease Approval #	Party #	NATL/GSA Contract #	Tax Exempt #		
		NSCO0003199	85-8013888011C-3		
Billing Method Arrears		Bill Start Date	PO #	PO Limit $0.00	PO Expire Date

SERVICE INFORMATION

Meter Collection Method @ Remote	Service Location	Service Term 48	Service Zone 02
Meter Frequency Quarterly	Bill Frequency Monthly	Lease Service Included in Lease	Monthly Minimum Meter 0

Product ID	Description	Quantity
MPC4502-RC	Aficio MP C4502	
416072	Aficio MP C4502	1
415795	LCIT PB3140	1
416008	Finisher SR3120	1
006428MIU	ESP XG-PCS-15D	1
415988	Bridge Unit BU3060	1
PS-NWSCBC4	Network & Scan Connect - Seg BC4	1
SVC-SILVER	Labor, Parts, Black Toner, Color Toner Toner Included: Inclusive BLACK AND WHITE COPY CHARGE OF $0.0059 IN EXCESS OF 18000.0 PER QUARTER COLOR COPY CHARGE OF $0.045 IN EXCESS OF 12000.0 PER QUARTER.	1
416325	Punch Unit PU3030 NA	1
415991	Fax Option Type C5502	1

RICOH

Quote: 1030165

ORDER AGREEMENT

RICOH BUSINESS SOLUTIONS

Message			Sales Sub Total $0.00	Service Sub Total $0.00
Sub Total $0.00	Taxes $0.00	Order Total $0.00	Less Down Payment $0.00	Amount Due $0.00

If no amount of taxes is shown above, applicable tax amounts will be determined and reflected on each invoice. In addition, any taxes shown above are estimated. Actual tax amounts, which may differ from the amounts stated above, will be determined and reflected on the invoice.

RICOH

Quote: 1030165

ORDER AGREEMENT

RICOH BUSINESS SOLUTIONS

LEASE PAYMENT SCHEDULE			
Number of Payments	48	Payment Frequency	Monthly
Payment Amount	$277.43	Contract Term	48
Lease Portion	$160.93		
Service Portion	$116.50		
Plus Tax	$0.00		
Total Payment Amount	$277.43	End of Lease Option	Fair Market Value
Advance Payment Amount	$0.00		

IMPORTANT: READ BEFORE SIGNING. THE GENERAL TERMS AND CONDITIONS AND MAINTENANCE TERMS AND CONDITIONS OF THE ORDER AGREEMENT AND THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. CHANGES MADE BY RICOH PERSONNEL OR ANYONE ELSE DO NOT BECOME PART OF YOUR AGREEMENT. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THE AGREEMENT. THIS AGREEMENT IS NOT CANCELLABLE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS AGREEMENT AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THE AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS IT IS EXECUTED BY US. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY.

Accepted: RICOH AMERICAS CORPORATION 5 DEDRICK PLACE WEST CALDWELL, NJ 07006		Customer Name: Escambia County Corrections Bureau	
By:	Title:	By: Melissa Gordon	Title: Director's Aide
		Print Name: Melissa Gordon	
Date Accepted:		Date Signed: 10/30/2012	

Customer acknowledges that it has received copies of the Terms and Conditions of Sale or Lease Agreement and Maintenance Agreement, as applicable to this Order Agreement and acknowledges that such Terms and Conditions are incorporated into this Order Agreement.

UNCONDITIONAL GUARANTY

In consideration of Ricoh entering into the above Order Agreement (the "Agreement") in reliance on this guaranty, the undersigned, together and separately, unconditionally and irrevocably guarantee to Ricoh, its successors and assigns, the prompt payment and performance of all obligations under the above Agreement, which shall include all payments due under any Lease Agreement. The undersigned agree that (a) this is a guaranty of payment and not of collection, and that Ricoh can proceed directly against the undersigned without disposing of any security or seeking to collect from Customer, (b) the undersigned waive all defenses and notices, including those of protest, presentment and demand, (c) Ricoh may renew, extend or otherwise change the terms of the Agreement without notice to the undersigned and the undersigned will be bound by such changes, and (d) the undersigned will pay all of Ricoh's costs of enforcement and collection. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY. THIS GUARANTY WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY.

Personal:	Personal:
By: _____ (Individually)	By: _____ (Individually)
Address: _____	Address: _____
Social Security Number: _____	Social Security Number: _____
Date of Birth (MM/DD/YYYY): _____	Date of Birth (MM/DD/YYYY): _____
Witness: _____	Witness: _____

RICOH

Quote: 1030165

ORDER AGREEMENT

RICOH BUSINESS SOLUTIONS

GENERAL TERMS AND CONDITIONS

1. **Orders**. Customer may acquire products and maintenance services from Ricoh Americas Corporation ("Ricoh") by executing and delivering to Ricoh an Order Form for acceptance. If Customer has elected to execute a Lease Agreement, Customer shall be deemed to have consented to the assignment of the Lease Agreement and the Equipment by Ricoh to a third party Lessor and to enter into the Lease Agreement with such Lessor. These General Terms and Conditions shall be incorporated by reference into any Order Form, Lease Agreement or Maintenance Agreement; provided, however, that, in the event of any conflict between the terms of the Lease Agreement and these General Terms and Conditions, the terms of the Lease Agreement shall control and provided further that in the event that the Lease Agreement is assigned to a third party Lessor, the Lessor shall not be obligated to perform any of Ricoh's obligations under the General Terms and Conditions or Maintenance Terms and Conditions.

2. **Pricing and Charges/Payment Terms.** Pricing for Maintenance Services may be adjusted by Ricoh on or after each one-year anniversary of the effective date of the Maintenance Agreement in an amount not to exceed twelve percent (12%). Unless otherwise specified in any Order Form, payment to Ricoh for products shall be net thirty (30) days from date of invoice. Customer shall pay Ricoh interest on any past due payment at the highest rate permitted by applicable law, not to exceed 1.5% per month.

3. **Taxes**. Customer shall pay all sales and use taxes, personal property taxes and all other taxes and charges relating to the purchase, ownership, delivery, lease, possession or use of the Equipment or the provision of Maintenance Services, with the exception of any taxes on or measured by Ricoh's and/or Lessor's net income.

4. **Limited Warranties**. Ricoh warrants to Customer that Maintenance Services shall be performed by Ricoh in a workmanlike manner and in accordance with industry standards. Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply (a) if the Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, or, (b) if the Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications or (c) if a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Equipment, or (d) if the Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE EQUIPMENT. THE WARRANTIES EXPRESSED HEREIN ARE EXCLUSIVE AND RICOH HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

5. **Limitation of Liability**. NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH SUCH PARTY) FOR LOST PROFITS, LOSS OF REVENUE, OR FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR ANY ORDER, OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. THE AMOUNT OF ANY LIABILITY OF RICOH TO CUSTOMER OR ANY THIRD PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PROVISION OF PRODUCTS AND THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE ONE-YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

6. **Governing Law**. These General Terms and Conditions and the Maintenance Terms and Conditions below shall be construed in accordance with and governed by the substantive laws of the State of New Jersey, without regard to its conflicts of laws principles.

7. **Entire Agreement**. These General Terms and Conditions and the Maintenance Terms and Conditions below constitute the entire agreement between the parties with respect to their subject matter and supersede all proposals, oral or written, and all other communications between the parties in relation to the Equipment. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in these General Terms and Conditions and any Order Form, Lease Agreement and/or Maintenance Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative that differ in any way from the terms of these General Terms and Conditions and any Order Form, Lease Agreement and/or Maintenance Agreement shall be given no force or effect.

MAINTENANCE TERMS AND CONDITIONS

1. **Maintenance Service.** Ricoh agrees to provide to Customer, during Ricoh's normal business hours, the maintenance service necessary to keep the Equipment in, or restore the Equipment to, good working order in accordance with Ricoh's policies then in effect. This maintenance service includes maintenance based upon the specific needs of individual Equipment, as determined by Ricoh, and unscheduled, on-call remedial maintenance. For each unscheduled service call requested by the Customer, Ricoh shall have a reasonable time within which to respond. Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by Ricoh. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Ricoh. Maintenance service provided under this Agreement does not assure uninterrupted operation of the Equipment. If available, maintenance service requested and performed outside Ricoh's normal business hours will be charged to the Customer at Ricoh's applicable time and material rates and terms then in effect, unless Ricoh and Customer have a written agreement providing for after-hours maintenance service. This Agreement does not cover charges for installation of equipment or de-installation of equipment if it is moved. For purposes of these Maintenance Terms and Conditions, Equipment excludes any software and documentation described on the Order Form and/or incorporated or integrated in the Equipment.

2. **Exclusions To Maintenance Service.** Maintenance service provided by Ricoh under this Agreement does not include: (a) Repair of damage or increase in service time caused by failure of Customer to provide continually a suitable installation environment with all facilities prescribed by Ricoh, including, but not limited to, the failure to provide, or the failure of, adequate electrical power, air-conditioning, or humidity-control; (b) Repair of damage or increase in service time caused by: accident; disaster, which shall include but not to be limited to fire, flood, water, wind, and lightning; and earthquake; neglect; power transients; abuse or misuse; failure of the Customer to follow Ricoh's published operating instructions; and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh; (c) Repair of damage or increase in service time caused by use of the Equipment for purposes other than those for which designed; (d) Replacement of parts which are consumed in normal Equipment operation, unless specifically included; (e) Furnishing supplies or accessories, painting or refinishing the Equipment or furnishing the material therefore, inspecting altered Equipment, performing services connected with relocation of Equipment or adding or removing accessories, attachments or other devices; (f) Repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by use of incompatible supplies; (g) Complete unit replacement or refurbishment of the Equipment; (h) Electrical work external to the Equipment or maintenance of accessories, attachments, or other devices not furnished by Ricoh; (i) Increase in service time caused by Customer denial of full and free access to the Equipment or denial of departure from Customer's site. The foregoing excluded items, if performed by Ricoh, will be charged to Customer at Ricoh's applicable time and material rates then in effect.

3. **Invoicing.** Charges for maintenance service hereunder will consist of a Basic Maintenance Charge, any applicable zone charge, and, if applicable, Meter Charges as stated below in this Agreement. In addition, Customer shall be responsible for paying all shipping and handling charges for toner, even if this Agreement is a toner inclusive contract as set forth on the Ricoh Order Form, in accordance with the terms stated on the invoice. The Basic Maintenance Charge may be invoiced in advance. The Meter Charge (if applicable) or other maintenance charges will be invoiced periodically in arrears. The Basic Maintenance and Meter Charges for a partial month's service will be prorated on the basis of a thirty (30) day month. Payment is required within the period stated on the invoice.

4. **Engineering Changes.** Engineering changes, determined applicable by Ricoh, will be controlled and installed by Ricoh. Engineering changes which provide additional capabilities to the Equipment covered herein will be made at Customer's request at Ricoh's applicable time and material rates and terms then in effect.

5. **Indemnification.** Except as otherwise provided in Section 5 of the General Terms and Conditions, Ricoh agrees to indemnify and hold Customer harmless from and against any loss, cost, damage, claim, expense, or liability as a result of injury or death of any person or damage to any personal property of Customer which such personal injury or damage arises out of or in connection with the sole negligence of Ricoh or its employees in the performance of this Agreement, provided Ricoh receives prompt written notice of such personal injury or damage, and provided further that Ricoh shall have the sole control of the defense of any such action and all negotiations for its settlement or compromise.

6. **Term and Termination.** This maintenance agreement shall extend for a period of one (1) year from its commencement date and shall automatically renew for additional one (1) year period unless notice of nonrenewal is provided by either party within thirty (30) days of the initial or any renewal term. Notwithstanding the above, either party may terminate a maintenance agreement for failure of the other to comply with any of its terms and conditions in the event such noncompliance is

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not cured within thirty (30) days after the provision of notice of such noncompliance. Maintenance service performed by Ricoh after the termination of a maintenance agreement shall be charged to Customer at Ricoh's applicable time and material rates and terms then in effect. Ricoh may suspend performance under any maintenance agreement if Customer is in default or in arrears in payments to Ricoh under this or any other agreement.

7. **Meter Charges.** If applicable, Customer also shall pay the monthly meter charges listed on the Order Form for each copy made on Equipment subject to this Agreement. The initial quarter following installation will include the first partial month (if applicable) and meter charges for such partial month will be prorated. Meter readings shall be provided on a quarterly basis by Customer at the request of Ricoh.

8. **Supplies.** If supplies are included in the service provided under this Agreement, Ricoh will supply black toner, ink and developer, unless otherwise stated in this Agreement, to Customer based upon normal yields. If Customer's usage of the supplies exceeds the normal yields for the equipment being serviced, Ricoh will invoice and Customer agrees to pay, for the excess supplies at Ricoh's current retail prices then in effect.

9. **@Remote Services.** Ricoh may, at its discretion and dependant upon device capabilities, provide remote meter reading and equipment monitoring services using its @ Remote solution. This may allow for the automation the meter reading and submission process, automatically place low toner alerts, automatically place service calls in the event of a critical device failure and to enable firmware upgrades. The meter count and other information collected by @ Remote ("Data") is sent on the Internet to remote servers some of which may be located outside the U.S. **@Remote cannot and does not collect your document content or user information.**Ricoh uses reasonably available technology to maintain the security of the Data; however, you acknowledge that no one can guaranty security of information maintained on computers and on the Internet. Ricoh retains full rights to the Data (but not your documents or information), which it or its authorized third parties may use to service your equipment. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to market research consultants in a form that personally identifies you. Ricoh may dispose of the Data at any time and without notice. The @Remote technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to @Remote.

10. **Customer Obligations.** Customer shall provide a proper place for the Equipment in accordance with the environmental specifications of the manufacturer. Customer shall provide "360 degree" service access to the Equipment subject to Customer's usual security procedures and shall use the Equipment in accordance with the instructions of the manufacturer.

11. **Use of Ricoh Recommended Supplies.** Ricoh products are designed to provide optimal performance with Ricoh recommended supplies, including toner, developer and fuser oil. In the event Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, Ricoh may, at its option assess a surcharge or terminate any maintenance obligations. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition that Customer use only Ricoh brand supplies.

12. **Data Management Services.** Notwithstanding anything to the contrary set forth in this Agreement, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Products and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer.

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TO OUR VALUED CUSTOMER: This Lease Agreement ("Lease") has been written in "Plain English." When we use the words you and your in this Lease, we mean *you, our customer,* which is the *Lessee to this Agreement* indicated at the bottom below. When we use the words we, us, and our in this Lease, we mean the *Lessor,* Ricoh Americas Corporation or a third party Lessor, as assignee, as agreed in Section 5 below.

1. **LEASE.** This Lease establishes the general terms and conditions under which we lease to you the equipment described in the Order Agreement, dated 10/25/2012

2. **TERM AND LEASE.** This Lease Agreement shall become effective upon acceptance and execution by Lessor and shall remain effective at least until the expiration of the Term of the Order Agreement hereunder.

This Lease is effective on the date that it is accepted and signed by Lessor, and the term of this Lease begins on that date or any later date that Lessor designates (the "Commencement Date") and continues for the term stated in the Order Agreement. You authorize us to insert or correct missing information in the Order Agreement, including your proper legal name, serial numbers and any other information describing the Equipment. You further authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable taxes. As Customer will have possession of the Equipment from the date of its delivery, if Lessor accepts and signs the Order Agreement, Customer will pay Lessor interim rent for the period from the date the Equipment is delivered to Customer and the Commencement Date, as reasonably calculated by Lessor based on the Lease Payment, the number of days in that period, and a month of 30 days.

Lease Payments will be due as invoiced until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to Customer under the Order Agreement are paid in full. **THIS LEASE AGREEMENT AND ALL ORDER AGREEMENTS ARE NON-CANCELLABLE BY CUSTOMER.** CUSTOMER'S OBLIGATION TO PAY THE LEASE PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTERCLAIM. All payments shall be made to Lessor at the address indicated by Lessor in writing.

3. **REPAIR AND MAINTENANCE.** If the Order Agreement includes repair and maintenance services, such services shall be provided pursuant to the General Terms and Conditions and the Maintenance Terms and Conditions as set forth in the Order Agreement between Customer and Ricoh.

4. **TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION.** Unless Customer has been granted a $1.00 purchase option, Lessor owns the Equipment. Customer has the right to lease the Equipment for the full Lease Term provided the Customer complies with the terms and conditions of the Order Agreement and this Lease Agreement. For all purposes under the Order Agreement and this Lease Agreement, the Equipment is and shall remain personal property even though the Equipment may become attached to any real estate. Customer agrees not to permit a lien to be placed upon the Equipment or to remove the Equipment from its place of installation without Lessor's prior written consent, which consent shall not be unreasonably withheld. If Lessor deems it reasonably necessary, Customer agrees to provide Lessor with waivers and interest of liens, from anyone claiming any interest in the real estate on which any item of Equipment is located. Lessor also has the right, at reasonable times, to inspect the Equipment.

5. **ASSIGNMENT.** WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD WITH US ACTING AS A COMMERCIALLY REASONABLE AND PRUDENT LESSOR GIVEN ALL OF THE FACTS AND CIRCUMSTANCES THEN KNOWN TO US, CUSTOMER SHALL NOT (i) ASSIGN, TRANSFER, PLEDGE OR HYPOTHECATE THIS LEASE AGREEMENT OR ANY ORDER AGREEMENT, THE EQUIPMENT OR ANY PART THEREOF OR ANY INTEREST THEREIN OR (ii) SUBLET OR LEND THE EQUIPMENT OR PERMIT IT TO BE USED BY ANYONE OTHER THAN CUSTOMER AND CUSTOMER'S EMPLOYEES. We may assign this Lease Agreement or any Order Agreement and the Equipment and our rights, remedies and entitlements thereunder (but not Ricoh's obligations), at any time in whole or in part, without notice to the Customer. Customer shall not assert against any assignee, any claim or defense it may have against Ricoh, but rather shall assert the same only against Ricoh. No assignment of this Lease Agreement or any Order Agreement shall release Lessor from any obligations Lessor may have to Customer. **In the event this Lease Agreement or any Order Agreement is assigned by Ricoh to a Lessor, sections 5(a), 5(b) and 5(c) shall apply:** (a) Selection of Equipment/Disclaimer of Warranties: Customer has selected the Equipment and the supplier from whom Lessor agrees to purchase the Equipment at Customer's request. Lessor is not the manufacturer of the Equipment and Lessor is leasing the Equipment to Customer "AS-IS". Customer has selected the Equipment and Lessor MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Lessor transfers to Customer for the term of a Order Agreement all warranties, if any, made by Ricoh. CUSTOMER ALSO ACKNOWLEDGES THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AGREEMENT OR ANY ORDER AGREEMENT AND, EXCEPT FOR THE RICOH WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT AN ORDER AGREEMENT OR THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY DELAYS IN MAKING DELIVERIES OR REPAIRS NOR IN ANY EVENT FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. CUSTOMER'S OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER A ORDER AGREEMENT WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH CUSTOMER MAY HAVE OR ASSERT AGAINST RICOH.

IN THE EVENT THE PERIODIC PAYMENTS UNDER AN ORDER AGREEMENT INCLUDES THE COST OF MAINTENANCE AND/OR SERVICE BEING PROVIDED BY RICOH, CUSTOMER ACKNOWLEDGES THAT, IF THAT ORDER AGREEMENT IS ASSIGNED, THE ASSIGNEE LESSOR IS NOT RESPONSIBLE FOR PROVIDING SUCH MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. CUSTOMER WILL MAKE ALL CLAIMS FOR MAINTENANCE AND/OR SERVICE SOLELY AGAINST RICOH AND SUCH CLAIMS WILL NOT AFFECT CUSTOMER'S OBLIGATION TO MAKE ALL PERIODIC PAYMENTS UNDER SUCH ORDER AGREEMENT TO THE ASSIGNEE LESSOR.

(b) Use, Maintenance and Repair: Customer is required, at its own cost and expense, to arrange to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear. All replacement parts used or installed and repairs made to the Equipment will become Lessor's property. Customer may, with Lessor's prior written consent, make modifications to the Equipment; provided such modifications do not reduce the value or usefulness of the Equipment or result in the loss of any warranty or any certification necessary for the maintenance of the Equipment and such modifications must be easily removable without causing damage to the Equipment. Before returning the Equipment, Customer agrees to remove such modifications and restore the Equipment to its original condition. If Customer fails to remove such modifications, Lessor is deemed the owner of such modifications.

(c) Maintenance and Additional Copy Charge Administration: Customer acknowledges that Lessor, purely as an administrative convenience to Customer and Ricoh, may bill, collect and otherwise administer Maintenance Payments on Ricoh's behalf and agrees that Lessor has no liability or responsibility for the performance thereof.

(d) These Terms and Conditions of Lease are the only terms and conditions governing the Lease of the Equipment by Customer and no other agreements between Ricoh and Customer will have any effect upon, or otherwise affect, the terms and conditions of this Lease Agreement.

6. **REDELIVERY AND RENEWAL.** Upon at least sixty (60) days and not more than one hundred twenty (120) days written notice to Lessor prior to the expiration of the initial Term or any Renewal Term of the applicable Order Agreement, Customer at its option may (i) renew the Order Agreement for an additional term of at least twelve (12) months; (ii) exercise any applicable purchase option as specified in the applicable Order Agreement; or (iii) return the Equipment, freight and insurance prepaid, to Lessor in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by Lessor. If Customer fails to notify Lessor or having notified Lessor, Customer fails to return the Equipment or exercise one of its other options provided herein, the applicable Order Agreement shall renew for consecutive sixty (60) day periods with Lease Payments in effect at the expiration of the initial Term of the Order Agreement.

7. **LOSS OR DAMAGE.** Customer is responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves Customer from any obligation under an Order Agreement. Customer agrees to promptly notify Lessor in writing of any loss, destruction or damage to the Equipment and Customer will, at Lessor's option, (i) repair the Equipment to good condition and working order, (ii) replace the Equipment with like equipment in good repair, condition and working order, acceptable to Lessor and transfer clear title to such replacement equipment to Lessor, and such Equipment shall be subject to the Order Agreement and be deemed the Equipment, or (iii) pay to Lessor the present value of the total of all unpaid Lease Payments for the full Order Agreement term, plus either the fair market value of the Equipment at the end of the Order Agreement term as reasonably determined by Lessor or any End of Order Agreement Option price stated on the Order Agreement, whichever is greater (the "FMV"), with the accelerated Lease Payments and the FMV discounted at 3% per annum, plus reasonable costs of collection and attorneys' fees, whereupon the applicable portion of the Order Agreement shall terminate. All proceeds of insurance received by Lessor as a result of such loss or damage will be applied, where applicable, toward the replacement or repair of the Equipment or the payment of Customer's obligations. As between a Lessor and Customer, Lessor is not responsible for any losses or injuries caused by the Equipment and Customer will defend and indemnify such Lessor from any claims arising out of or related to the Equipment. This indemnity will continue even after termination of this Lease.

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8. TAXES. Except for tax on Lessor's income, Customer agrees to pay all license and registration fees, personal property taxes, sales and use taxes and all other taxes and charges relating to the leasing, ownership, use, rental, possession, sale and use of Equipment as part of the Lease Payment or as billed by Lessor. Where taxes are paid by Lessor on Customer's behalf, Customer agrees to reimburse Lessor for all such payments, plus interest and reasonable costs incurred in collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

9. LATE CHARGES. If any Lease Payment or any other amount payable under any Order Agreement is not paid within 10 days of when due, Customer will pay to Lessor a late charge of five percent (5%) of the past due payment or $10.00, whichever is greater, but only to the extent permitted by applicable law.

10. INSURANCE. Customer will provide and maintain at its own expense (i) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming Lessor as loss payee, and (ii) public liability and third party property insurance, naming Lessor as an additional insured. Customer will give Lessor certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount and with companies acceptable to Lessor, and will provide that Customer will be given 30 days advance notice of any cancellation or material change of such insurance. If Customer does not give Lessor evidence of insurance acceptable to Lessor, Lessor has the right, but not the obligation, to obtain insurance covering Lessor's interest in the Equipment for the term of the applicable Order Agreement, including any renewal or extensions, from an insurer of Lessor's choice, including an insurer that is Lessor's affiliate. Lessor may add the costs of acquiring and maintaining such insurance and its fees for its services in placing and maintaining such insurance upon which Lessor may make a profit (collectively, "Insurance Charge") to the amounts due from Customer under each Order Agreement. Customer will pay the Insurance Charge in equal installments allocated to the remaining Lease Payments. If Lessor purchases insurance, Customer will cooperate with Lessor's insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Lease Agreement or any Order Agreement will create an insurance relationship of any type between Lessor and any other person. Customer acknowledges that Lessor is not required to secure or maintain any insurance, and Lessor will not be liable to Customer if Lessor terminates any insurance coverage that Lessor arranges. If Lessor replaces or renews any insurance coverage, Lessor is not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

11. DEFAULT. Customer is in default of this Lease Agreement and any Order Agreement if any of the following occurs: (i) Customer fails to pay any Lease Payment or other sum due under any Order Agreement when due; (ii) Customer breaches any warranty or other obligation under this Lease Agreement and fails to cure such breach within 15 days after notice from Lessor; (iii) Customer becomes insolvent or unable to pay its debts when due; (iv) Customer stops doing business as a going concern or transfers all or substantially all of its assets; (v) Customer makes an assignment for the benefit of creditors; (vi) Customer undergoes a substantial deterioration in its financial condition; or (vii) Customer, any guarantor or any partner shall voluntarily file or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment or debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator shall be appointed of its or substantial part of its assets.

12. REMEDIES. Lessor shall have the following remedies if a default should occur: (i) Upon written notice, declare the entire balance of the unpaid Lease Payments and all amounts to become due under any Order Agreement for the full term thereof immediately due and payable as liquidated damages and not as a penalty and be entitled to receive all Lease Payments and any other amounts then accrued or accelerated under a Lease Order Agreement or any other agreement plus the FMV (as defined in Section 7) with all accelerated Lease Payments and the FMV discounted at 3% per annum, but only to the extent permitted by law; (ii) Charge Customer interest on all monies due Lessor at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; and (iii) Require that Customer return the Equipment to Lessor and in the event Customer fails to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of an Order Agreement unless Lessor expressly notifies Customer in writing. In the event the Equipment is returned or repossessed by Lessor and Lessor has terminated the Order Agreement, Lessor may sell or re-rent the Equipment to any persons with any terms Lessor determines, at one or more public or private sales, with or without notice to Customer, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent Customer's obligations to Lessor with Customer remaining liable for any deficiency and with any excess being retained by Lessor. The credit for any sums to be received by Lessor from any such rental shall be discounted to the date of the agreement at five percent (5%) per year.

Customer is also required to pay (i) all expenses incurred by Lessor in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

Customer agrees that any delay or failure to enforce Lessor's rights under this Lease Agreement or any Order Agreement does not prevent Lessor from enforcing any rights at a later time.

All Lessor's remedies are cumulative, are in addition to any other remedies provided by law, and may, to the extent permitted by law, be exercised either concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy, or preclude the exercise of any other remedy. No failure on Lessor's part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of this Lease Agreement. A waiver of default shall not be construed as a waiver of any other or subsequent default.

13. WARRANTY OF BUSINESS PURPOSE. Customer hereby warrants and represents that the Equipment will be used for business purposes, and not for personal, family or household purposes.

14. UCC FILINGS AND FINANCIAL STATEMENTS. Customer authorizes Lessor to file a financing statement with respect to the Equipment where permitted by the Uniform Commercial Code ("UCC"). The filing of financing statements is not to be construed as evidence that only a security interest was intended to be created, but is to give public notice of Lessor's ownership of or other interest in the Equipment. If any Order Agreement is deemed at any time to be one intended as security then Customer grants Lessor a security interest in the Equipment and the proceeds from the sale, lease or other disposition of the Equipment.

15. NOTICE. Written notice will be deemed to have been given when delivered personally or the third day after being deposited in the United States mail, postage prepaid, addressed to such party at its address set forth in this Lease Agreement, in the Order Agreement or at such other address as such party may have subsequently provided to the other party in writing.

16. CHOICE OF LAW. This Lease Agreement and the Order Agreements have been made in New Jersey and, except for local filing requirements, are governed by and construed in accordance with the laws of the State of New Jersey. Customer consents to and agrees that personal jurisdiction over Customer and subject matter jurisdiction over the Equipment shall be with the courts of the State of New Jersey, or the applicable Federal District Court in New Jersey, solely at Lessor's option, with respect to any provisions of this Lease Agreement. **Customer irrevocably waives any right to trial by jury.**

17. FOR MUNICIPALITIES ONLY. CUSTOMER COVENANTS: Customer covenants and warrants that (i) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments as they become due and to meet its other obligations under the Lease Agreement and any Order Agreement and that such funds have not been expended for other purposes; and (ii) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Lease Agreement and any Order Agreement or the ability of the Customer to make its Lease Payments (as set out in the Order Agreement); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Lease Agreement and any Order Agreement; or (c) contest the existence and powers of the Customer; nor is there any basis for any such action, suit, proceeding or investigation; (iii) that the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will to be essential for the term of the Lease Agreement and any Order Agreement; and (iv) Customer has not previously terminated a Lease Agreement and any Order Agreement for non-appropriation, except as specifically described in a letter appended hereto.

SIGNATURES: Each signor warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signor(s) for Customer further warrant(s) that its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Customer authorizing execution of the Lease Agreement and any Order Agreement has been duly adopted and remains in full force and effect.

NON APPROPRIATION: In the event Customer is in default of the Lease Agreement and any Order Agreement because (i) funds are not appropriated for a fiscal period subsequent to the one in which the Lease Agreement and any Order Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Lease Agreement and any Order Agreement during said fiscal period; (ii) such non-appropriation did not result from any act or failure to act of Customer; (iii) Customer has exhausted all funds legally available for all payment due under the Lease Agreement or other due under any Order Agreement; and (iv) there is no other legal procedure by which payment can be made to Lessor. Then, provided that (a) Customer has given Lessor written notice of the occurrence of (i) above thirty (30) days prior to such occurrence; (b) Lessor has received a written opinion from Customer's counsel verifying the same within ten (10) days thereafter; and (c) Customer does not directly or indirectly purchase, rent or in any way acquire any services or Equipment supplied or provided for hereunder; upon receipt of the Equipment delivered to a location designated by Lessor,

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at Customer's expense, Lessor's remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the Equipment as Lessor in its sole discretion may desire, without any duty to account to Customer.

18. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease Agreement and the Order Agreement contain the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provisions of this Lease Agreement or any Order Agreement which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease Agreement.

19. UCC - ARTICLE 2A PROVISIONS. Customer agrees that this Lease Agreement is a Finance Lease as that term is defined in Article 2A of the UCC. Customer acknowledges that Lessor has given Customer the name of the supplier of the Equipment. Lessor hereby notifies Customer that Customer may have rights under the contract with the supplier and Customer may contact the supplier for a description of any rights or warranties that Customer may have under this Lease Agreement. Customer also waives any and all rights and remedies granted Customer under Sections 2A-508 through 2A-522 of the UCC including, but not limited to: the right to repudiate any Order Agreement and reject the Equipment; the right to cancel any Lease Agreement; the right to revoke acceptance of any Lease Agreement; the right to grant a security interest in the Equipment in Customer's possession and control for any reason; or the right to recover damages for any breach of warranty.

20. FACSIMILE DOCUMENTATION. Customer agrees that a facsimile copy of this Lease Agreement and any Order Agreements with facsimile signatures may be treated as an original for purposes of being admissible as evidence of this Lease Agreement or any Order Agreement. Furthermore, if Customer elects to transmit any Order Agreement by facsimile, Customer agrees that, if Lessor elects to do so in its sole discretion, the only version of such Order Agreement(s) that will be the original for all purposes under the Uniform Commercial Code will be the version containing Customer's facsimile signature and Lessor's original signature, and Customer waives notice of acceptance of such Order Agreement(s) and receipt of a copy of the originally signed Order Agreement(s).

Lessor: Ricoh Americas Corporation

x _____

Authorized Signature

Print Name & Title Date

Lessee: Escambia County Corrections Bureau

x Melissa Gordon

Authorized Signature

Melissa Gordon Director's Aide

Print Name & Title Date

Federal EIN

RICOH

INVOICE

Ricoh USA, Inc Attn: Customer Administration
70 Valley Stream Parkway, Malvern PA US 19355

Invoice Number	Invoice Date
31277358	01/11/2019
Terms	**Due Date**
30 NET	02/10/2019
Customer Number	**Purchase Order Number**
14891093	ESCAMBIA COUNTY
Federal ID	**DUNS#**
23-0334400	04-396-4519

4384006229 PRESORT PBPS006 <>

ESCAMBIA COUNTY CORRECTION BUREAU
ATTN: ACCOUNTS PAYABLE
2251 N PALAFOX ST
PENSACOLA FL 32501-1722

We appreciate your business.
For any questions, please contact us by visiting MyRicoh.com and using Click to Chat or call us at 1-888-456-6457 to order additional products, supplies, services or to submit meter reads

For details on Ricoh's EPEAT and environmental initiatives, visit www.ricoh-usa.com/environment. Ricoh has posted to its website take back, recycling, paper content, reporting and design information for its imaging equipment/ Toner Containers/ packaging to meet EPEAT criteria. None of the returned material goes to landfill or incineration.

Billing Summary	Amount	Sales Tax	Total
PERIODIC PAYMENT 01/15/2019 to 02/14/2019	277.43	0.00	277.43
Total	**277.43**	**0.00**	**277.43**

Internal Lease Periodic Bill

Amount Due	277.43

If payment is made past the due date, a late charge may be assessed.

ESCAMBIA COUNTY CORRECTION BUREAU
ATTN: ACCOUNTS PAYABLE
2251 N PALAFOX ST
PENSACOLA FL 32501-1722

Detach and Return This Portion With Your Payment or Pay Online at www.ricoh-usa.com
To ensure proper credit to your account, please write your customer and invoice number on your check

Customer No.	14891093
Invoice Number	31277358

Make check payable and remit to:

Ricoh USA, Inc
PO Box 532530
ATLANTA GA 30353-2530

Amount Due	277.43

Thank you for choosing Ricoh USA, Inc

00 0000312773585 00148910938 00000277434 000000000 000000000

RICOH

INVOICE

Ricoh USA, Inc Attn: Customer Administration
70 Valley Stream Parkway, Malvern PA US 19355

Invoice Number	Invoice Date
31277358	01/11/2019
Purchase Order Number	**Order Number**
ESCAMBIA COUNTY	
Customer Name	
ESCAMBIA COUNTY CORRECTION BUREAU	

Equipment Location	Billing Details	Amount	Sales Tax	Total
ESCAMBIA COUNTY CORRECTION BUREAU 3363 W PARK PL PENSACOLA FL 32505-5250	**LEASE CONTRACT: 100-3217893-100** **PO #:** ESCAMBIA COUNTY CORRECTION BUREAU			
	PERIODIC PAYMENT: 01/15/2019 to 02/14/2019 (REF: 31277358) **EID:** 20436247 **Model:** RICOH MPC4502 **MFG Serial:** W512LA00819 **S/N:** W512LA00819 **Department:** Animal Control Officers **Site Ref:** ANIMAL CONTROL [XXXX]RICOH AFICIO MP C4502 - W512LA00819	277.43	0.00	277.43
	Total	**277.43**	**0.00**	**277.43**

RJYoung
Your productivity is our mission.

Rebate

Date: 12/20/2018

Dear Escambia County Correction Bureau/Animal Services,

Here are some important details as you transition from your old lease to your new machine:

Preparing for the New RJ Young Equipment
Prior to unplugging the "old" equipment, print or record the current meter reading(s) for your records. This information will be helpful as your report final meters for billing purposes. Keep this information for future reference.

Our Payment to You
RJ Young will issue a rebate check to you in the amount of $ 575 within two (2) weeks of the order with RJ Young. All lease obligations of your current lease will continue to be your responsibility.

Written Notice of Non-Renewal/Intent is Crucial
We strongly suggest that you read the terms and conditions on your existing lease regarding end of lease requirements. Most leases provide for a "window" for cancelling the lease. Required notices vary in this regard, so make sure you comply with the terms and conditions of your specific lease. We suggest that you mark your calendar and send notice of non-renewal within the "window" dates to avoid automatic renewal of your old lease.

Return Authorization (shipping instructions)
Request Return Authorization from your current leasing company. At lease end, it is most likely the leasing company will notify you about where and when to ship the equipment. RJYoung cannot return equipment to any leasing company without a Return Authorization from the leasing company. It is imperative that you forward any Return Authorization for leased equipment promptly upon receipt in order to avoid additional charges from the leasing company. RJYoung will store your equipment until we receive Return Authorization. Upon receipt of Return Authorization, we will make arrangements to ship the equipment to the designated address specified on the Return Authorization. RJYoung will pay for the shipping costs to return the equipment.

Cancelling Your Old Service/Maintenance Contract (if applicable)
Just like your lease, service/maintenance contracts may require a "window" for cancelling the service/maintenance contract. Any and all obligations of the service/maintenance contract will be your responsibility. This may include, but not be limited to, submitting a written notice to cancel the former service/maintenance contract, and reporting the final meter(s).

Amy Lovoy, Acting County Administrator

RJ Young Sales Rep Signature

Date

Approved as to form and legal sufficiency.

By/Title:
Date: 1/29/19

***Customer and RJ Young to retain copy for their records**

Witness: _____

Witness: _____

Attachment to Order # G24N00

RJ Young will issue a check to the customer in the amount of $575.00, which is an estimate of the remaining payments due under customer's existing leasing company. Customer will be responsible for providing any notice of non-renewal per the terms and conditions of the customer's existing lease. Customer is responsible for providing RJ Young with return shipping instructions to return the equipment to the leasing company. RJ Young will pay for the costs of shipping equipment back to the leasing company. RJ Young assumes no other obligation to the Ricoh USA lease. Customer will be responsible for cancelling and all financial obligations, including overages, to any maintenance contract for the leased equipment.

Signature:		**Sales Rep:**	
Print Name:	Amy Lovoy	**Sales Manager:**	
Title:	Acting County Administrator	**Date:**	
Date:			

Approved as to form and legal sufficiency.

By/Title:

Date: 1/25/23

February __, 2019

RICOH USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Via U.S. Mail, Return Receipt

Re: **NOTICE OF NON-RENEWAL—LEASE AGREEMENT**
Customer Number: 14891093
Contract Number: 100-3217893-100
Equipment Serial Number: W512LA00819

To whom it may concern:

Escambia County, by and through its Department of Corrections, previously entered into the above-referenced lease agreement effective October 30, 2012, with a term of 48 months expiring on October 29, 2016. Following the expiration of the term, the parties mutually agreed to periodic renewals for consecutive sixty (60) day periods for which the County has remitted monthly payments in the amount of $277.43.

Please allow this letter to serve as **notice of non-renewal** of the subject lease agreement and any related maintenance agreement effective as of the expiration of the current renewal period **on February 30, 2019**. Please send shipping instructions and a return authorization for the equipment to the following:

RJ Young Company, Inc.
Attn: Christi Williams, Contract Administrator
809 Division Street
Nashville, TN 37203
Christina.Williams@RJYoung.com

With copy to:
Office of the Escambia County Attorney
Attn: Kristin D. Hual, Senior Assistant County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502
KDHual@MyEscambia.com

Thank you for your cooperation in this matter. If you should have any questions or concerns, please feel free to contact me.

Sincerely,

Amy L. Lovoy,
Acting County Administrator

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15567 **County Administrator's Report 12. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: Funding Allocation to the Pensacola Humane Society
From: Lumon May, District 3 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding Allocation to the Pensacola Humane Society 2019 Fur Ball - Commissioner Lumon May, District 3

That the Board approve allocating $1,000 from Commissioner Lumon J. May's Discretionary Fund to sponsor the Pensacola Humane Society 2019 Fur Ball. The event will be held on February 1, 2019, at the Pensacola Yacht Club.

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

BACKGROUND:

The Fur Ball is a new event to support the work of the Pensacola Humane Society to find homeless and neglected animals "furever" homes.

BUDGETARY IMPACT:

As part of the Fiscal Year 2018-2019 Budget approved by the Board, each Commissioner received $50,000 to use at their discretion.

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 Pensacola Humane Society to obtain the necessary paperwork to process the payment.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15579 **County Administrator's Report 12. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: Contract Award for Elevator Maintenance
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Elevator Maintenance Services for Escambia County Facilities - Paul Nobles, Purchasing Manager, Office of Purchasing.

That the Board approve and authorize the Acting County Administrator to sign the Agreement Relating to Elevator Maintenance Services for Escambia County Facilities between Escambia County and Otis Elevator Company, per the terms and conditions of PD 17-18.091, Elevator Maintenance - Various Locations, in the amount of $46,800.

[Funding: Fund 001, General Fund, Facility Maintenance, Cost Center 310203, Object Code 54601 - $43,260; Fund 113, Library Fund, Libraries, Cost Center 110502, Object Code 54601 - $1,920; Fund 352, Local Options Sales Tax III, Parks & Recreation Department, Cost Center 350229, Object Code 54601 - $1,620]

BACKGROUND:

This contract replaces the current contract for Elevator Mainatenenace which expired on December 31, 2018. Awarding a Contrct, PD 17-18.091, Elevator Maintenance for Various Locations to Otis Elevator Company, for a period of three years, with the option to extend for two additional one-year periods, for Elevator Maintenance for an annual amount of $46,800 and approvimg the Agreement for Elevator Maintenance - Various Locations PD 17-18.091.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Facility Maintenance, Cost Center 310203, Object Code 54601 - $43,260; Fund 113, Library Fund, Libraries, Cost Center 110502, Object Code 54601 - $1,920; Fund 352, Local Options Sales Tax III, Parks & Recreation Department, Cost Center 350229, Object Code 54601 - $1,620.

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 Escsambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement and Purchase Order.

Attachments

Recommendation to Award Checklist

PD 17-18.091 Public Notice of Rec Award

PD 17-18.091 Agreement

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 - GENERAL INFORMATION SECTION -

Description: Elevator Maintenance - Various Facilities

Bid Number: PD 17-18.091

Opening Date/Time: September 21, 2018

Purchasing Agent: Buzz Roggenbuck

Client Department: Facilities Management Dept. Director/Designee: George Bush/William Turner

Protest Information: N/A

Note: Purchasing will advise of any Protest(s)

Requisition #: N/A

Fund #: 001 113 Fund Title: General Fund Library Fund

Cost Center #: 310203 110502 Cost Center Title: Facilities Management/Maintenance Facilities Management/Library Maintenance

Object Code #: 54601 54601 Object Code Title: Repair and Maintenance Repair and Maintenance

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation (●) Yes ( ) No
Note: Attachments to Requisition shall Reference PD # 0

Comments Applicable to General Information Section:

SECTION 2 - RECOMMENDED AWARD SECTION - (See Attached Tab Sheet)

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

See Attached

Unit Price Extensions Checked by:

(Signature) _____ (Date) _____

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing [ ] Yes [ ] No Client Departmen [ ] Yes [ ] No
If Yes. Please Document in Space Provided:

SECTION 3 -CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS -
FOR RECOMMENDED AWARD SECTION

Department Director/Designee Approval: George C Bush
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval: _____
(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

Awarding a Contract, PD 17-18.091, Elevator Maintenance for Various Locations to Otis Elevators for a period of three years, with the option to extend for two additional one-year periods, for Elevator Maintenance for an annual amount of $46,800 and approving the Agreement for Elevator Maintenance – Various Locations PD 17-18.091

(Funding: Fund 001, General Fund, Facility Maintenance, Cost Center 310203, Object Code 54601 – $43,260; Fund 113, Library Fund, Libraries, Cost Center 110502, Object Code 54601 – $1,920;

Fund 352, Local Option Sales Tax III, Parks & Recreation Department, Cost Center 350229, Object Code 54601 – $1,620).

BID TABULATION	DESCRIPTION: Elevator Maintenance – Various Locations BID # PD 17-18.091					
Bid Opening Time: 3:00 pm CDT Bid Opening Date 9/21/2018 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknow.	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Bid Total – Cost per year
Panhandle Harbaugh Elevator	X	NO	X	X	X	Non Responsive Bid
Otis Elevator	X	X	X	X	x	$ 46,800.00
BIDS OPENED BY:	Buzz Roggenbuck, Sr. Purchasing Coordinator DATE: 9/21/2018					
BIDS TABULATED BY:	Buzz Roggenbuck DATE: 9/21/2018					
BIDS WITNESSED BY:	Lori Kistler, Purchasing Associate DATE: 9/21/2018					

RECOMMENDATION TO AWARD

Note: Panhandle Harbaugh Elevator did not provide Bid Bond as required.

CAR **BOCC**
DATE 02/07/19 **DATE 02/07/19**

The Purchasing Manager recommends to the BCC: That the Board approve and authorize the Acting County Administrator to sign the Agreement Relating to Elevator Maintenance Services for Escambia County Facilities between Escambia County and Otis Elevator Company, per the terms and conditions of PD 17-18.091, Elevator Maintenance - Various Locations, in the amount of $46,800.

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted @ 2:30p.m. CDT on 6/13/2018

PD 17-18.091 Elevator Maintenance- Various Facilities Bid Tab

Location	Address	License #	Description	Otis Elevator Company		Panhandle Humbaugh Elevators	
				Cost Per Month	Cost Per Year	Cost Per Month	Cost Per Year
Barrineau Park CC	6055 Barrineau Pk School Rd.	N/A	Portable	$40.00	$480.00	$80.00	$960.00
Brownsville CC	3200 W. Desoto St.	54551	Hydraulic	$80.00	$960.00	$125.00	$1,500.00
Brownsville CC	3200 W. Desoto St.	55672	Wheel Chair	$40.00	$480.00	$150.00	$1,800.00
Central Office Complex - South	33363 W. Park Pl.	97349	Hydraulic	$80.00	$960.00	$165.00	$1,980.00
Central Office Complex - North	33363 W. Park Pl.	97350	Hydraulic	$80.00	$960.00	$165.00	$1,980.00
Court House	223 S. Palafox Pl.	2600	Otis Traction	$140.00	$1,680.00	$237.00	$2,844.00
Court House	223 S. Palafox Pl.	93670	Wheelchair	$40.00	$480.00	$125.00	$1,500.00
County Probation	2251 N. Palafox St.	56069	Mowery Hydraulic	$80.00	$960.00	$170.00	$2,040.00
Ernie Lee Magaha - (North)	221 Palafox PL.	89688	Schindler Hydraulic	$90.00	$1,080.00	$200.00	$2,400.00
Ernie Lee Magaha - (South)	221 Palafox PL.	89689	Schindler Hydraulic	$90.00	$1,080.00	$200.00	$2,400.00
Ernie Lee Magaha - Service	221 Palafox PL.	89690	Schindler Hydraulic	$90.00	$1,080.00	$200.00	$2,400.00
Ernie Lee Magaha - Parking Garage	221 Palafox PL.	89691	Schindler Traction	$205.00	$2,460.00	$275.00	$3,300.00
Jail Phase I - North	2935 N. "L" St.	29404	Dover Traction	$275.00	$3,300.00	$300.00	$3,600.00
Jail Phase I - South	2935 N. "L" St.	29405	Dover Traction	$275.00	$3,300.00	$300.00	$3,600.00
Jail Phase 2	2935 N. "L" St.	33214	Mont. Hydraulic	$150.00	$1,800.00	$200.00	$2,400.00
Judicial Center - Judges	190 W. Government St.	26033	Dover Traction	$210.00	$2,520.00	$225.00	$2,700.00
Judicial Center - Prisoners (South)	190 W. Government St.	26034	Dover Traction	$210.00	$2,520.00	$225.00	$2,700.00
Judicial Center - West Public	190 W. Government St.	26035	Dover Traction	$210.00	$2,520.00	$225.00	$2,700.00
Judicial Center - Center Public	190 W. Government St.	26036	Dover Traction	$210.00	$2,520.00	$225.00	$2,700.00
Judicial Center - East Public	190 W. Government St.	26037	Dover Traction	$210.00	$2,520.00	$225.00	$2,700.00
Judicial Center - Prisoners (West)	190 W. Government St.	54744	Dover Hydraulic	$80.00	$960.00	$225.00	$2,700.00
Judicial Center - Prisoners (East)	190 W. Government St.	54745	Dover Hydraulic	$80.00	$960.00	$225.00	$2,700.00
Judicial Center	190 W. Government St.	55381	Shield Platform Lift	$40.00	$480.00	$125.00	$1,500.00
Judicial Center - Parking Garage	190 W. Government St.	60121	Hydraulic	$80.00	$960.00	$200.00	$2,400.00
Matt Bell Building	213 S. Palafox Pl.	51367	Wheelchair	$40.00	$480.00	$125.00	$1,500.00
Ordon/Orvis Bldg	201 S. Palafox Pl.	89687	Schindler Hydraulic	$80.00	$960.00	$200.00	$2,400.00
Pensacola Beach Fire Station	901 Via Deluna Dr.	95217	Hydraulic	$80.00	$960.00	$225.00	$2,700.00
Perdido Key Fire Station	15510 Perdido Key	98995	Hydraulic	$80.00	$960.00	$225.00	$2,700.00
Sheriff's Admin Building - Lobby	1700 W. Leonard St.	27042	National Hydraulic	$80.00	$960.00	$125.00	$1,500.00
Sheriff's Admin Building - Loading	1700 W. Leonard St.	27043	National Hydraulic	$80.00	$960.00	$125.00	$1,500.00
Sheriff Admin Building - New Addition	1700 W. Leonard St.	85586	Otis Hydraulic	$80.00	$960.00	$165.00	$1,980.00
			Facilities Total		**$43,260.00**		**$71,784.00**

Location	Address	License #	Description	Otis Elevator Company		Panhandle Humbaugh Elevators	
				Cost Per Month	Cost Per Year	Cost Per Month	Cost Per Year
West Florida Library	239 N. Spring St.	4237	Hydraulic	$80.00	$960.00	$165.00	$1,980.00
West Florida Library	239 N. Spring St.	98995	Hydraulic	$80.00	$960.00	$165.00	$1,980.00
			Library Total		**$1,920.00**		**$3,960.00**

PD 17-18.091 Elevator Maintenance- Various Facilities Bid Tab

Location	Address	License #	Description	Otis Elevator Company		Panhandle Humbaugh Elevators	
				Cost Per Month	**Cost Per Year**	**Cost Per Month**	**Cost Per Year**
Bay Center	201 E. Gregory St.	33757	Hydraulic	Deleted per Addendum #2	Deleted per Addendum #2	Deleted per Addendum #2	Deleted per Addendum #2
Bay Center	201 E. Gregory St.	33758	Hydraulic	Deleted per Addendum #2	Deleted per Addendum #2	Deleted per Addendum #2	Deleted per Addendum #2
			Bay Center Total	**Deleted per Addendum #2**		**Deleted per Addendum #2**	

Location	Address	License #	Description	Otis Elevator Company		Panhandle Humbaugh Elevators	
				Cost Per Month	**Cost Per Year**	**Cost Per Month**	**Cost Per Year**
Aston Brosnaham Soccer Complex	10370 Aston Brosnaham	91948	Wheel Chair	$45.00	$540.00	$125.00	$1,500.00
Bellview Athletic Park	2750 Longleaf Dr.	92137	Wheel Chair	$45.00	$540.00	$125.00	$1,500.00
Brent Athletic Park	4711 N. "W" St.	93326	Wheel Chair	$45.00	$540.00	$125.00	$1,500.00
			Parks Total		**$1,620.00**		**$4,500.00**

Total	**$46,800.00**	**$80,244.00**

AGREEMENT RELATING TO ELEVATOR MAINTENANCE SERVICES FOR ESCAMBIA COUNTY FACILITIES (P.D. 17-18.091)

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, FL 32502, and Otis Elevator Company (hereinafter referred to as "Contractor"), a foreign for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 13-5583389, whose principal address is One Carrier Place, Farmington, CT 06032, and a local address of 5625 Dixie Drive, Suite 4, Pensacola, FL 32503.

WITNESSETH:

WHEREAS, on August 27, 2018, the County issued an Invitation to Bid (P.D. 17-18.091) seeking a contractor to provide elevator maintenance services for Escambia County facilities; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for a term of three (3) years. Upon mutual agreement of the parties, the agreement may be renewed for two additional twelve (12) month terms. Upon the expiration of the Agreement, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend the Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to renew or extend the Agreement no later than thirty (30) days prior to the expiration of the current term.

3. Scope. Contractor agrees to perform in accordance with the scope of services as outlined in Escambia County's *Invitation to Bid, Elevator Maintenance/Services for Various Facilities, Escambia County, Specification No. P.D. 17-18.091*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. County shall pay Contractor for services in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. Contractor shall be responsible for providing all labor, materials, tools, and equipment necessary to perform the scope of services. All services purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Method of Payment/Billing. Contractor may request payment from County for services rendered on a monthly basis by the submission of a properly executed original invoice. Invoices

shall reflect the amount due and owing for the value of services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to the designated department representative for each location where services are rendered. Contractor shall also submit an invoice in duplicate detailing all locations serviced to the following:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

7. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease; and

In the event Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Otis Elevator Company
Attention: President
One Carrier Place
Farmington, CT 06032

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to

disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. 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.

17. Authority. Any individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the

governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

Witness: _____

By: _____
Amy Lovoy, Acting County Administrator

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 12/10/18

CONTRACTOR: OTIS ELEVATOR COMPANY

By: _____

Title: _____

Date: _____

_____
Corporate Secretary

[SEAL]

Exhibit "A"

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

ELEVATOR MAINTENANCE/SERVICES FOR VARIOUS FACILITIES, ESCAMBIA COUNTY

SPECIFICATION NUMBER PD 17-18.091

BIDS WILL BE RECEIVED UNTIL 2:00 P.M. CDT, SEPTEMBER 13, 2018

A PRE-SOLICITATION CONFERENCE WILL BE HELD AT 2:00 P.M. CDT, SEPTEMBER 04, 2018

Office of Purchasing, Room 11.101
213 S. Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover C. Robinson, IV
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Procurement Assistance:
Buzz Roggenbuck
Senior Purchasing Coordinator
Office of Purchasing,
2nd Floor, Matt Langley Bell, III Building
213 S. Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Email: ABRoggenbuck@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price

submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent (7%) of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests

for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Exhibit "A"

Effective July 1, 2015, the County **may not** use a local preference for a “competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation.” For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference…”
See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST

ELEVATOR MAINTENANCE/SERVICES
FOR VARIOUS FACILITIES, ESCAMBIA COUNTY
SPECIFICATION PD 17-18.091

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Offer/Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

Exhibit "A"

ELEVATOR MAINTENANCE/SERVICES
FOR VARIOUS FACILITIES, ESCAMBIA COUNTY
PD 17-18.091

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Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (Double Asterisk) should be returned with Offer.**

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Exhibit "A"

SIGN AND RETURN THIS FORM WITH YOUR BIDS

OFFER/BID FORM
Submit Offers to:

ESCAMBIA COUNTY FLORIDA

PAUL NOBLES
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 S. Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

Invitation to Bid
ELEVATOR MAINTENANCE/SERVICES FOR VARIOUS FACILITIES, ESCAMBIA COUNTY

SOLICITATION NUMBER: PD 17-18.091

SOLICITATION

MAILING DATE: August 27, 2018
PRE-SOLICITATION CONFERENCE: September 4, 2018 2:00 P.M. CDT Office of Purchasing Conference Rm. 11.407
OFFERS WILL BE RECEIVED UNTIL: September 13, 2018 2:00 P.M. CDT, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE_____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: _____
ADDRESS: _____
CITY, ST. & ZIP: _____
PHONE NO.: (_____) _____
TOLL FREE NO.: (_____) _____
FAX NO.: (_____) _____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.

Exhibit "A"

Location	Address	License #	Description	Cost Per Month	Cost Per Year
Barrineau Park CC	6055 Barrineau Pk School Rd.	N/A	Portable		$0.00
Brownsville CC	3200 W. Desoto St.	54551	Hydraulic		$0.00
Brownsville CC	3200 W. Desoto St.	55672	Wheel Chair		$0.00
Central Office Complex - South	33363 W. Park Pl.	97349	Hydraulic		$0.00
Central Office Complex - North	33363 W. Park Pl.	97350	Hydraulic		$0.00
Court House	223 S. Palafox Pl.	2600	Otis Traction		$0.00
Court House	223 S. Palafox Pl.	93670	Wheelchair		$0.00
County Probation	2251 N. Palafox St.	56069	Mowery Hydraulic		$0.00
Ernie Lee Magaha - (North)	221 Palafox PL.	89688	Schindler Hydraulic		$0.00
Ernie Lee Magaha - (South)	221 Palafox PL.	89689	Schindler Hydraulic		$0.00
Ernie Lee Magaha - Service	221 Palafox PL.	89690	Schindler Hydraulic		$0.00
Ernie Lee Magaha - Parking Garage	221 Palafox PL.	89691	Schindler Traction		$0.00
Jail Phase I - North	2935 N. "L" St.	29404	Dover Traction		$0.00
Jail Phase I - South	2935 N. "L" St.	29405	Dover Traction		$0.00
Jail Phase 2	2935 N. "L" St.	33214	Mont. Hydraulic		$0.00
Judicial Center - Judges	190 W. Government St.	26033	Dover Traction		$0.00
Judicial Center - Prisoners (South)	190 W. Government St.	26034	Dover Traction		$0.00
Judicial Center - West Public	190 W. Government St.	26035	Dover Traction		$0.00
Judicial Center - Center Public	190 W. Government St.	26036	Dover Traction		$0.00
Judicial Center - East Public	190 W. Government St.	26037	Dover Traction		$0.00
Judicial Center - Prisoners (West)	190 W. Government St.	54744	Dover Hydraulic		$0.00
Judicial Center - Prisoners (East)	190 W. Government St.	54745	Dover Hydraulic		$0.00
Judicial Center	190 W. Government St.	55381	Shield Platform Lift		$0.00
Judicial Center - Parking Garage	190 W. Government St.	60121	Hydraulic		$0.00
Matt Bell Building	213 S. Palafox Pl.	51367	Wheelchair		$0.00
Ordon/Orvis Bldg	201 S. Palafox Pl.	89687	Schindler Hydraulic		$0.00
Pensacola Beach Fire Station	901 Via Deluna Dr.	95217	Hydraulic		$0.00
Perdido Key Fire Station	15510 Perdido Key Dr.	98995	Hydraulic		$0.00
Sheriff's Admin Building - Lobby	1700 W. Leonard St.	27042	National Hydraulic		$0.00
Sheriff's Admin Building - Loading	1700 W. Leonard St.	27043	National Hydraulic		$0.00
Sheriff Admin Building - New Addition	1700 W. Leonard St.	85586	Otis Hydraulic		$0.00
			Facilities Total		$0.00

Exhibit "A"

Location	Address	License #	Description	Cost Per Month	Cost Per Year
West Florida Library	239 N. Spring St.	4237	Hydraulic		$0.00
West Florida Library	239 N. Spring St.	98995	Hydraulic		$0.00
			Library Total		$0.00

Location	Address	License #	Description	Cost Per Month	Cost Per Year
Bay Center	201 E. Gregory St.	33757	Hydraulic		$0.00
Bay Center	201 E. Gregory St.	33758	Hydraulic		$0.00
			Bay Center Total		$0.00

Location	Address	License #	Description	Cost Per Month	Cost Per Year
Aston Brosnaham Soccer Complex	10370 Aston Brosnaham	91948	Wheel Chair		$0.00
Bellview Athletic Park	2750 Longleaf Dr.	92137	Wheel Chair		$0.00
Brent Athletic Park	4711 N. "W" St.	93326	Wheel Chair		$0.00
			Parks Total		$0.00

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number_____

Occupational License No._____

Type of Contractor's License, Certification and/or Registration_____

Expiration Date: _____

Terms of Payment
(Check one) Net 30 Days ___ 2% 10th Prox___

Will your company accept Escambia County Purchasing Cards? Yes_____No_____.

Will your company accept Escambia County Direct Payment Vouchers? Yes_____No_____.

County Permits/Fees required for this project:

Permit	Cost

Bidder: _____

By: _____

Signature: _____
Title: _____
Address: _____
_____

Person to contact concerning this bid:
_____
Phone/Toll Free/Fax #_____
_____
E-Mail Address: _____
Home Page Address: _____

Person to contact for emergency service:
_____
Phone/Cell/Pager #: _____
_____

Person to contact for disaster service:
_____
Home Address: _____
_____
Home Phone/Cell/Pager #: _____
_____

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1. _____

2. _____

3. _____

4. _____

Exhibit "A"

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is
_____
_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:
_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

(signature)

Sworn to an subscribed before me this_____ day of _____, 19_____

Personally known _____

OR produced identification_____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification)

_____

(Printed typed or stamped commissioned name of notary public)

Exhibit "A"
Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo non contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for
Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____ Secretary:_____
Vice President:_____ Treasurer:_____
Director:_____ Director:_____
Other:_____ Other:_____

Name of Corporation (As used in Florida):_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box:_____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____
Telephone Number: _____ Facsimile Number:_____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by:_____ Date:_____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer and Award Form and Bid Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com/our-services/purchasing
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
   - 5.01 **Taxes**
   - 5.02 **Discounts**
   - 5.03 **Mistakes**
   - 5.04 **Condition and Packaging**
   - 5.05 **Safety Standards**
   - 5.06 **Invoicing and Payment**
   - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
   - 9.01 **County Procedure on Acceptance of Gifts**
   - 9.02 **Contractors Required to Disclose any Gift Giving**
   - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://dos.myflorida.com/sunbiz/search
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.091 Elevator Maintenance/Services for Various Facilities, Escambia County", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

Contractor will provide preventive maintenance, periodic inspections, routine and emergency repairs twentyfour (24) hours a day, 7 days per week as per the attached list of County owned or leased conveyance systems (elevators and handicap lifts).

2. **Procurement Questions**

Questions shall be directed to Buzz Roggenbuck, Senior Purchasing Coordinator, Phone: (850) 595-04944,

3. **Bid Forms**

This Solicitation contains a Offer/Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. **Compliance with Occupational Safety and Health**
Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of

delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was complied and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

5. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

7. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

8. **Protection of Property/Security**

The awarded vendor shall take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees and the general public. The vendor shall properly secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

9. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night. The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

10. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

11. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of three (3) years. The contract may be renewed with two (2) additional twelve (12) month renewal options. An additional six (6) months extension may also be unilaterally exercised at the County's discretion. Any changes in the terms and conditions shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

12. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract, and approved by the Board of County Commissioners.

13. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

14. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

15. **Award**

Award shall be made on an "all-or-none total" basis.

16. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor

in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

17. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement offerors are encouraged to review these requirements with their insurance agents before submitting offers. It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offerors insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverage's specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverage's for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverage's described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverage's required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverage's, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County′s acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage's. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by an on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Buzz Roggenbuck, Senior Purchasing Coordinator
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

18. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County; provided, however, that the Contactor shall have no obligation to save harmless, indemnify or defend the County for personal injury, death, or property damage that is solely the result of the County's wrongful or negligent conduct.

County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

ELEVATOR MAINTENANCE/SERVICE
SCOPE OF WORK
PD 17-18.091

1. Overview: Contractor will provide preventive maintenance, periodic inspections, routine, and emergency repairs twenty-four (24) hours a day, 7 days per week as per the attached Bid Sheet of County owned, or leased conveyance systems (elevators and handicap lifts).

2. Length of Contract: Services will be required from October 1, 2018 at 12:01 a.m., and each succeeding year during the thirty-six (36) month term expiring on midnight, September 30, 2021. At the County's discretion, the contract may be renewed for two (2) additional twelve (12) month periods, up to a maximum sixty (60) months upon agreement of both parties.

3. Intent: The Board of County Commissioners is seeking Professional Services of a qualified Contractor to provide professional elevator services, skilled labor, materials, equipment, tools, State of Florida Certificate(s) of competency, permits, insurance and fees (if necessary) for various county owned and leased facilities.

4. Scope of Service: The work to be provided consists of furnishing all labor, materials, tools, equipment, transportation, services, supervision, engineering expertise, and performing all operations required to properly service, repair, maintain and inspect the designated elevators and handicap lifts owned and/or operated by Escambia County Board of County Commissioners, in Escambia County, Florida.

   A. Service Performance:

      Services as described herein shall include performance of all required preventive maintenance services, inspections, repairs and modification of equipment as prescribed by the original elevator manufacturer's specifications and instructions, to maintain each elevator's operating condition at the designed efficiency and capacity.

      The Contractor shall, in accordance with the manufacturer's instructions and specifications, regularly and systematically examine, adjust, lubricate, repair and do all other prescribed maintenance and periodic inspections to keep the elevator and it's equipment components functioning properly and at the designed efficiencies and capacities, and shall maintain continuous equipment maintenance records of all performed maintenance, inspections, and services in accordance with the intent of these specifications**.**

      1. All service, standard and special, will be performed to minimize interruptions of the normal operations of the Escambia County facilities served.

      2. All work will be performed in a safe manner in accordance with the current state of the art elevator service/maintenance procedures and techniques.

A. Service Performance (Continued):

3. After performance of service at any location, an inspection/service report shall be completed by the Contractor and co-signed by owner representative if available.

4. The Contractor shall maintain an accurate and complete log for all work, including monthly fire service Phase I and II performed on each conveyance system. Separate logbooks (provided by Contractor) shall be maintained in elevator machine rooms or in a place designated by the County representative in the following facilities:

- Barrineau Park Community Center
- Brownsville Community Center
- Central Office Complex
- Community Probation
- Escambia County Courthouse
- Escambia County Jail
- Ernie L. Magaha Building
- Escambia County Governmental Complex Parking Garage
- M.C. Blanchard Judicial Center
- M.C. Blanchard Judicial Center Parking Garage
- Matt Langley Bell/Ordons/Orvis Building
- Sheriff Administration Buildings

Logbooks shall document all services performed at each location. These logbooks are official records and shall be maintained in a clean, neat, and legible manner. At a minimum, the following information shall be recorded:

Date of Service
Service Performed
Name of Technician Rendering Service

5. Contractor shall maintain an as-built record of all system modifications on site. This record shall be made available to the County upon request.

6 The Contractor shall have a certified elevator technician on site within two (2) hours, or less upon notification of a problem. If the technician is not able to meet this response time, the Contractor shall communicate with the authorized County representative as to the delay and convey an accurate time of arrival of the technician to the site of the problem.

7. The Contractor will correct all failures and have the elevator operational the same day the Contractor received notification of the failure. If the elevator is not back in-service due to the Contractors failure to respond, the County shall request that the Contractor credit the County in the following month, the amount of the monthly maintenance payment allocable to the elevator, prorated for the period the elevator is out of service beyond such time. This

provision shall not apply to prescheduled repairs, or repairs delayed for causes beyond the Contractor's control. Delays beyond the Contractors control must be communicated in writing to the authorized County representative.

8. Invoices shall be submitted listing a breakdown of cost for each elevator by serial number. Any additional charges for services not covered under this contract must be approved prior to commencement of such work. Failure to receive prior authorization shall relinquish the County from any additional payments. A list of authorizing County representatives will be provided upon award of contract.

9. Standard services shall be performed during regular business hours (8:00 a.m. to 5:00 p.m. CST, Monday through Friday) for all facilities listed. After hour or call back requests shall be communicated to the authorized County representative prior to such an event.

10. Twenty-Four (24) hour service call backs (after regular business hours) as necessary at the Escambia County Jail, Central Booking and Detention Facility at no additional charge, except for the items listed in Section B. Service Details: 2. Exclusions: Contractor shall not be responsible for: paragraphs – 2.1 and 2.2.

11. All other twenty-four service call backs (after regular business hours) receiving prior authorization by the County representative shall be billed at Contractor's rates referenced on the bid form.

B. Service Details:

"STANDARD SERVICE" REQUIREMENTS: The following sections describe Standard Service preventive maintenance and inspection services, and schedules required of the Contractor.

1. Inclusions: Except as specifically excluded, Contractor shall be responsible for providing all services, materials, labor, supplies, tools and equipment necessary to:

    - Maintain the elevators and associated equipment in a safe, clean, quiet and smooth-riding condition.
    - Repairs, or replace any malfunctioning part. There shall be no exceptions for parts considered to be obsolete.
    - Maintain elevator monitoring systems.
    - Perform elevator examinations at the intervals specified for each elevator.
    - Perform all inspections and maintenance operations specified.
    - Perform all tests required by regulations or specified.

B. Service Details (Continued):

- Ensure performance with respect to door operation, landing accuracy and rated speed complies with specifications.
- Complete all repairs and corrections required by the annual inspection report in a timely fashion to meet the compliance date on the report. Verification of the work shall be submitted in writing to Escambia County Facilities Management.

2. Exclusions: Contractor shall not be responsible for:

a. Repairing, refinishing, or replacing of cab enclosures, cab floors, cab door panels, hoist-way door panels, frames and sills, hydraulic cylinders, main power disconnect switches, and feeder to the controller.
b. The costs of materials and labor for:
1. The installation of any new attachments, or features.

2. Any parts or items damaged, or made defective by misuse, fine, thefts, water, or an Act of God.

3. Removal of Elevators from Contract: In the event a building is vacant or unoccupied for a period, or if an elevator is replaced, or remodeled (and subsequently covered under remodeler warranty) Escambia County will, at its discretion, notify the Contractor to suspend, or discontinue Standard Service for that elevator and may remove it from the Contract. In such cases, the annual Standard Service rate shall be reduced proportionately to reflect the period of suspended or discontinued service. The County reserves the right to rebid Standard Service for that elevator upon completion of the remodeler warranty period.

4. Schedule: Elevators are to be examined by the Contractor at the intervals specified. Elevator examination intervals vary. They are monthly, quarterly, semi-annually, and annually. On the date, the Contractor examines or performs service, all services performed shall be recorded in the log book kept in the elevator machine room or in a room designated by the County representative.

C. Scheduled Service Details:

The following schedule constitutes the minimum frequency of services required.

i. Monthly Services

a. Ride each car; check operation of car and hoistway doors. Check acceleration; deceleration, floor stops, leveling, and brake action. Make corrections.

b. Inspect and wipe clean all motors, machines and generators.

c. Inspect controllers, selectors and governors.

d. Clean and adjust all controller contacts and renew worn contacts and/or shunts where necessary. Check sequence operation.

e. Wipe clean all motor, generator and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes.

f. Clean direction and accelerating switches.

g. Inspect brake operation. Check shoe to brake pulley clearance, clean the pulley and adjust as required for proper operation.

h Clean machine room and hoistway pit. Deliver any keys or other property recovered from the pit to the authorized County representative.

i. Check floors for missing indicator plates, arrows, buttons, or other parts and replace.

j. Replace or repair all non-functional lamps.

k. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair. Clean door sills.

2. Quarterly Services:

a. Clean and inspect equipment in hoistway.

b. Inspect working parts of all governors for free operation, clean and lubricate as necessary. Check contacts, shaft, brushings and rubbing surfaces for cleanliness and wear.

c. Inspect all door operation equipment, including motor brushes commutator, belts or chains, contacts, drive vanes and locks. Clean, lubricate, adjust or replace.

d. Examine all wire ropes and fastenings, check and adjust rope tensions.

e. Examine traveling cables for wear and position.

f. Examine counterweight. Tighten all loose bolts.

g. Clean and lubricate automatic slow down and stopping switches on top of the cars and in hoistway.

h. Check car position indicators for proper operation, repair as necessary.

i. Inspect and clean car guides. Replace worn and cracked parts.

j. Check, clean, repair, or replace car fan motors for proper operation.

k. Blowout and vacuum clean controllers; motors and motor generator sets.

l. Check, repair, or replace the oil return system. \
m. Inspect and maintain any equipment located in a remote area such as a rooftop enclosure. Such service shall be recorded in the log book kept in the elevator machine room or in a place designated by the County representative.

3. Semi-Annual Services:

a. Check for proper run-by and adjust as required by Code.

b. Check bearings for proper operations and wear.

c. Examine machine gear teeth for cutting or noise.

d. While riding on top of cars, physically check condition and operation of door locking equipment.

e. Perform electrical test of door interlock circuit.

f. Examine door locks and door closer equipment. Clean door channels.

g. Examine care and counterweight guide shoe and fastening.

h. Renew gibs or rollers when necessary. Lubricate sliding guide shoes.

i. Remove car station cover, blow out; clean switches and buttons.

j. Monitor oil level in reservoir for hydraulic elevators. Note date and amount of any oil added in machine room maintenance record.

k. Test Fire Service operation and record test on the machine room maintenance record.

4. Annual Services:

a. Each summer, or at another time designated, the Contractor shall make reasonable efforts to restore the elevator to its original safe operating condition and appearance and shall have a major preventive maintenance program to include all contactors, relays, switches, timing adjustments, electrical components and parts, including door operators, door tracks, hoist motors, cables, indicating lamps, and call buttons.

b. Examine, clean with proper solution, and repair as necessary, commutators, brushes and brush holders of all small control motors and regulators.

c. Thoroughly examine and clean starter and control panels. Check each contactor and relay by hand for wear, cleanliness, proper adjustment. Clean, adjust, repair or replace, as necessary.

d. Check, clean and adjust operation of slow down and limit switches.

e. Examine, clean and adjust all moving parts of governor and safety for free operation.

f. Examine, clean and add oil to buffers, if necessary. Perform “hand test” of plunger return.

g. Drain machine gear oil; seal any oil leaks; examine gear teeth, refill with fresh oil.

h. Overhaul machine brake, including disassembly, cleaning, replacement of worn components, re-assembly and adjustment.

i. Provide five year full-load governor and safety test per State Elevator Code, if required during the Contract term.

j. Clean and lubricate hoistway door hangers, track and door arms.

k. Examine car and counterweight wire hoist ropes and governor ropes for wear and condition; re-rope, if necessary.

l. Clean rails, hatch walls, car top, pit, overhead sheaves and beams. Check brackets and bolts for tightness.

m. Perform a complete system check of all logic features and/or programs as determined by the County.

n. Test emergency power operations in accordance with the currently effective edition of ASME A17.1 and A18.1 safety codes for Elevators and Handicap Lifts at a time as determined by the County.

o. Test automatic dialing communication systems/emergency phones in elevator cars and maintain, repair, or replace as necessary.

p. Inspect and test all elevators as per ASME A17.2.

q. Inspect equipment for rust and corrosion. Clean and paint rusted equipment.

4. Examinations, Notifications and Inspections:

a. Contractor shall immediately notify the Authorized County Representative when any parts or components within the elevator system may require repair, modification or replacement, or when any condition requires the attention of County.

b. incurred by the County to return the elevator to the original safe operation condition.

c. Should a failure to, or in, the elevator system occurs because the Contractor did not notify the Authorized County Representative, the Contractor shall be liable for all costs incurred by the County to return the elevator to the original safe operation condition.

d. The Authorized County Representative shall have the option to contract with another competent, certified Contractor for service to an elevator, if Contractor is unable to repair the elevator for any reason.

e. Inspections: If the level of the Contractor's performance is questioned by the County, a third party hired by the County, may be called in to inspect and to verify possible negligence on the part of the Contractor. If the alleged negligence is verified, the costs of such inspection and corrective action shall be borne by the Contractor.

D. "OTHER SERVICE" REQUIREMENTS: The following sections describe requirements of the Contractor for work performed under the Contract as Other Service, as distinguished from Standard Service.

"Other Service" Work shall include, but not be limited to:

1. Repairing, resetting, adjusting or replacing elevator components or associated equipment necessary resulting from misuse, fire, water, theft, or an Act or God.

2. Upon County Representative's request, be present at specific times to ensure proper operation of elevators during special events.

3. Upon County Representative's request, repair or replace elevator components excluded from Standard Service.

4. Upon County Representative's request, perform services to improve or upgrade elevator components.

5. Contractor shall be paid for time spent on site by Contractor's employees. Performing "Other Service" work at the hourly rates established by the contractor's rates referenced on the bid form.

6. Contractor shall be paid for parts and materials purchased by the Contractor to complete Other Service work at market prices as established by invoices. No mark up of prices by the Contractor shall be allowed.

7. When equipment rental has been approved in advance by the County Representative, Contractor shall be paid for rental of equipment necessary to perform Other Service work at market prices as established by invoices, with an allowable mark up by the Contractor not to exceed 15%. Contractor shall supply normal tools of the trade without cost to the county.

E. Departments/Facilities to Be Serviced:

The location of facilities and equipment shall be in consideration for bidding purposes. The County has the right to delete, or add elevator(s) to this service and maintenance contract as they deem necessary.

Contractors should visit all facilities and conveyance systems listed to gain complete knowledge of these facilities and their needs; failure to do so shall not relieve the Contractor of his responsibility of performance under this or any contract awarded because of same.

During the inspection visit, the Contractor shall determine the nature and extent of any deficiencies to restore the conveyance systems to a satisfactory condition. If the condition warrants a systems repair, the cost of these repairs should be included in the bid as a separate item.

Note: The County's current service and maintenance provider will be given the opportunity to dispute claim, or provide for the repair.

F. Employee Background Checks:

The Vendor's employees will be required to be finger printed. Their finger prints will be sent to the Florida Department of Law Enforcement (FDLE) for a background check.

Only those employees cleared by the FDLE will be allowed to work on elevators in Escambia County owned, or leased facilities.

Service site visits or service related questions should be directed to:

Bill Turner, Division Manager, Facilities Management
Telephone 850-595-4634

Exhibit "A"

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 4, 2018

To: All Known Prospective Bidders

Addendum Number 1:

RE: Elevator Maintenance- Various Facilities
Specification Number: PD 17-18.091

All:

Due to potential weather impacts from TS Gordon, the Pre-Bid Meeting has been rescheduled to:

Thursday, September 6, 2018, 3 – 4 PM C DT, Purchasing Conference Room, 213 S. Palafox Place, Pensacola FL 32502

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Buzz Roggenbuck
Sr. Purchasing Coordinator

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____

Exhibit "A"

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 6, 2018

To: All Known Prospective Bidders

Addendum Number 2:

RE: Elevator Maintenance- Various Facilities
Specification Number: PD 17-18.091

All:

The elevators located at the Bay Center, 201 E. Gregory St. are Deleted from this Solicitation.

This Addendum Number 2 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Buzz Roggenbuck
Sr. Purchasing Coordinator

Acknowledgement of Receipt of Addendum 2:

SIGNED: _____

COMPANY: _____

Exhibit "A"

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 14, 2018

To: All Known Prospective Bidders

Addendum Number 3:

RE: Elevator Maintenance - Various Facilities
Specification Number: PD 17-18.091

All:

The Bid due date has been revised to Friday, September 21, 2018 at 3 PM CDT at the Office of Purchasing, 213 S Palafox Place, Pensacola, FL 32502.

Last day for questions is Monday, September 17, 2018 at 5:00 PM CDT to B. Roggenbuck, abroggenbuck@myescambia.com.

The Bid Opening Meeting is rescheduled to Friday, September 21, 2018 at 3 PM CDT in the Purchasing Small Conference Room, 213 S. Palafox Place, Pensacola, FL 32502

This Addendum Number 3 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Buzz Roggenbuck
Sr. Purchasing Coordinator

Acknowledgement of Receipt of Addendum 3:

SIGNED: _____

COMPANY: _____

Exhibt "B"

Location	Address	License #	Description	Cost Per Month	Cost Per Year
Barrineau Park CC	6055 Barrineau Pk School Rd.	N/A	Portable	$40.00	$480.00
Brownsville CC	3200 W. Desoto St.	54551	Hydraulic	$80.00	$960.00
Brownsville CC	3200 W. Desoto St.	55672	Wheel Chair	$40.00	$480.00
Central Office Complex - South	33363 W. Park Pl.	97349	Hydraulic	$80.00	$960.00
Central Office Complex - North	33363 W. Park Pl.	97350	Hydraulic	$80.00	$960.00
Court House	223 S. Palafox Pl.	2600	Otis Traction	$140.00	$1680.00
Court House	223 S. Palafox Pl.	93670	Wheelchair	$40.00	$480.00
County Probation	2251 N. Palafox St.	56069	Mowery Hydraulic	$80.00	$960.00
Ernie Lee Magaha - (North)	221 Palafox PL.	89688	Schindler Hydraulic	$90.00	$1080.00
Ernie Lee Magaha - (South)	221 Palafox PL.	89689	Schindler Hydraulic	$90.00	$1080.00
Ernie Lee Magaha - Service	221 Palafox PL.	89690	Schindler Hydraulic	$90.00	$1080.00
Ernie Lee Magaha - Parking Garage	221 Palafox PL.	89691	Schindler Traction	$205.00	$2460.00
Jail Phase I - North	2935 N. "L" St.	29404	Dover Traction	$275.00	$3300.00
Jail Phase I - South	2935 N. "L" St.	29405	Dover Traction	$275.00	$3300.00
Jail Phase 2	2935 N. "L" St.	33214	Mont. Hydraulic	$150.00	$1800.00
Judicial Center - Judges	190 W. Government St.	26033	Dover Traction	$210.00	$2520.00
Judicial Center - Prisoners (South)	190 W. Government St.	26034	Dover Traction	$210.00	$2520.00
Judicial Center - West Public	190 W. Government St.	26035	Dover Traction	$210.00	$2520.00
Judicial Center - Center Public	190 W. Government St.	26036	Dover Traction	$210.00	$2520.00
Judicial Center - East Public	190 W. Government St.	26037	Dover Traction	$210.00	$2520.00
Judicial Center - Prisoners (West)	190 W. Government St.	54744	Dover Hydraulic	$80.00	$960.00
Judicial Center - Prisoners (East)	190 W. Government St.	54745	Dover Hydraulic	$80.00	$960.00
Judicial Center	190 W. Government St.	55381	Shield Platform Lift	$40.00	$480.00
Judicial Center - Parking Garage	190 W. Government St.	60121	Hydraulic	$80.00	$960.00
Matt Bell Building	213 S. Palafox Pl.	51367	Wheelchair	$40.00	$480.00
Ordon/Orvis Bldg	201 S. Palafox Pl.	89687	Schindler Hydraulic	$80.00	$960.00
Pensacola Beach Fire Station	901 Via Deluna Dr.	95217	Hydraulic	$80.00	$960.00
Perdido Key Fire Station	15510 Perdido Key Dr.	98995	Hydraulic	$80.00	$960.00
Sheriff's Admin Building - Lobby	1700 W. Leonard St.	27042	National Hydraulic	$80.00	$960.00
Sheriff's Admin Building - Loading	1700 W. Leonard St.	27043	National Hydraulic	$80.00	$960.00
Sheriff Admin Building - New Addition	1700 W. Leonard St.	85586	Otis Hydraulic	$80.00	$960.00
			Facilities Total		$43260.00

Exhibt "B"

Location	Address	License #	Description	Cost Per Month	Cost Per Year
West Florida Library	239 N. Spring St.	4237	Hydraulic	$80.00	$960.00
West Florida Library	239 N. Spring St.	98995	Hydraulic	$80.00	$960.00
			Library Total		$1920.00

Location	Address	License #	Description	Cost Per Month	Cost Per Year
Bay Center	201 E. Gregory St.	33757	Hydraulic	Deleted	$0.00
Bay Center	201 E. Gregory St.	33758	Hydraulic	Deleted	$0.00
			Bay Center Total		Deleted

Location	Address	License #	Description	Cost Per Month	Cost Per Year
Aston Brosnaham Soccer Complex	10370 Aston Brosnaham	91948	Wheel Chair	$45.00	$540.00
Bellview Athletic Park	2750 Longleaf Dr.	92137	Wheel Chair	$45.00	$540.00
Brent Athletic Park	4711 N. "W" St.	93326	Wheel Chair	$45.00	$540.00
			Parks Total		$1620.00

$46,800 total for

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15576 **County Administrator's Report 12. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: Microsoft Master Services Agreement
From: Shawn Fletcher, IT Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Microsoft Master Services Agreement - Shawn P. Fletcher, Information Technology Department Director

That the Board amend its action of December 6, 2018 (CAR II-9B) authorizing the County to award a Purchase Order, in the amount of $84,439, to SHI International Corporation, as the authorized reseller for Microsoft Corporation State of Florida Contract 43230000-15-02, and authorize the County to award the Purchase Order, in the amount of $84,439, to Microsoft Corporation.

BACKGROUND:

SHI is the reseller for the majority of the products the Board of County Commissioners purchase from Microsoft. This particular product has to be purchased from Microsoft itself, which resulted in a misunderstanding and thus requiring this particular amendment.

BUDGETARY IMPACT:

The funds are available in the current year, General Fund 001, Cost Center 270102.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has approved the Master Service Agreement for form and legal sufficiency.

PERSONNEL:

No additional personnel are anticipated for the implementation of this Master Service Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code of Ordinance of Escambia County, Florida, 1999 Chapter 46, Article ll, Division 3, Section 87-901, Purchases and Contracts and F.S. 255-20.

IMPLEMENTATION/COORDINATION:

The Information Technology Department will coordinate efforts on behalf of the County.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15554 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 02/07/2019
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 2018/2019:

A. CDAC Behavioral Healthcare, in the amount of $1,500;

B. West Florida High School Softball Boosters, Inc., in the amount of $1,000;

C. First United Methodist Church Pensacola, in the amount of $1,000; and

D. Christian Surfers, in the amount of $2,000.

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

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

BACKGROUND:

Per F.S. 932.7055(5), certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is attached):

CDAC Behavioral Healthcare - $1,500
West Florida High School Softball Boosters Inc. - $1,000
First United Methodist Church Pensacola - $1,000
Christian Surfers - $2,000

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These funds may be expended upon request by the sheriff to the board of county commissioners or by the chief of police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the sheriff's office or police department by the board of county commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

CDAC Behavioral Healthcare
West Florida High School Softball Boosters Inc
First United Methodist Church Pensacola
Christian Surfers

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

January 24, 2019

CDAC Behavioral Healthcare
Attn: Denise Manassa
3804 North 9th Avenue, Pensacola FL 32503

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated January 14, 2019.

Dear Denise Manassa,

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 or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $1,500. 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: CDAC Behavioral Healthcare DATE 01/14/2019

POINT OF CONTACT Denise Manassa PH# (850) 434-2724

EMAIL ADDRESS: dmanassa@cdac.info ☐ INITIAL REQUEST ☑ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 03/29/2019 AMOUNT REQUESTED: $ 1,500

CHECK PAYABLE TO: CDAC Behavioral Healthcare Project Graduation

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 3804 North 9th Avenue City Pensacola State Fl Zip Code 32503

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 Leashia Scrivner

TITLE OF CERTIFYING OFFICIAL CEO/Executive Director

SIGNATURE (Digital) [signature] **DATE** 1/16/19

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO	[signature]	☑	☐	
LEGAL	[signature]	☑	☐	
CHIEF	Not Available	☐	☐	
SHERIFF	[signature]	☑	☐	

AMOUNT APPROVED $1,500.00

CFO ASSISTANT [signature] Date processed 1/24/19

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

[signature]
DAVID MORGAN, SHERIFF
DATE 1/24/2019

ORIGINAL

ORGANIZATION/AGENCY NAME:

CDAC Behavioral Healthcare

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

Goal, purpose and objectives of organization
The basic mission and goals of CDAC are:

To support positive lifestyles and choices for families and communities through prevention and intervention.
1. Promote and improve the health of citizens residing in Northwest Florida through prevention, intervention, education, and other services.
2. Assist with the involvement of local citizens in the planning of services that support positive lifestyles and choices for families and communities.
3. Ensure that the activities of CDAC support positive lifestyles and choices for families and communities through prevention and intervention.
4. Provide accountability for service provision through management, monitoring, and reporting of information in line with state, federal, and other accepted standards.
5. Organize substance abuse prevention and intervention services to support the integrated service delivery system of the Department of Children and Families.
6. Coordinate services and planning with all local governments, local education agencies, United Way and other appropriate groups and organizations.

Vision of CDAC
Supporting healthy lifestyles while making a difference and solving the problems together.

Vision for Project Graduation
Is to remain true to its original premise – a fun-filled, drug and alcohol free night that offers graduates a safe way to celebrate with their peers for one last time before heading out on their new life adventures. Students will enjoy alcohol and drug-free activities.

Justification of Funding see additional page attachment

Keeping the Tradition and Commitment Going!

Project Graduation began nationally as parents and school personnel realized they could not overlook the dangers of graduation night parties. Graduation night can bring high numbers of alcohol and drug impaired automobile crashes and other risky behavior. Locally, Project Graduations are safe, all-night celebrations that bind childhood classmates together for one last celebration, their first class reunion, and an evening of fun.

CDAC, along with the Escambia County Sheriff's Office partnership and other Project Graduation partners, Santa Rosa County Sheriff's Office, Florida Blue, Studer Foundation, Synovus Bank, and others all strive to provide for the health and well-being of people in the community. Project Graduation sponsors support the graduates' choice to safely celebrate alcohol and drug free. In recent years nationally and locally we have seen a slight decline or stability in youth drug and alcohol use which is an indicator that we are making a difference. However, the need to provide these safe celebrations is still necessary as indicated by the Florida Youth Substance Abuse Survey 2018 showing approximately 46% of our high school students report alcohol use and 26% report marijuana use in their lifetime. 5% report that they have driven under the influence of alcohol and 9% have driven under the influence of Marijuana 30 days prior to taking the survey. Youth also indicate that a majority of them do not believe that there is a risk of harm with marijuana use. However, according to Florida Treatment reports, marijuana is the leading cause of youth being admitted into drug treatment facilities. This is another reason why we need to continue educating and providing drug and alcohol free opportunities. According to the 2016 Surgeon General's Report alcohol misuse and alcohol use disorders alone cost the U.S. approximately $249 billion in lost productivity, health care expenses, law enforcement, and other criminal justice costs. Project Graduation celebrations and your donation can help reduce this economic cost and help keep graduates safe and off the roads.

In 2019 CDAC will celebrate its 34th year providing support and technical assistance to Project Graduation. We are also very proud that supporters like you continue to help us stay true to Project Graduation's original premise – a fun-filled, drug and alcohol-free night that offers graduates a safe way to celebrate with their peers for one last time before heading out on their new life adventures. As an attendee it is always pleasing when I hear comments from the students like: "Being with my friends all night is the perfect way to leave high school" or hear an art student from the art design "This design represents all of us." Plus, hearing from parents; that they attended their Project Graduation and they are happy that the tradition is continuing. I know that we as a community are truly impacting their lives in a positive way.

With your contribution, the Escambia County Sheriff's logo will be on the Project Graduation print material, shirts, and on CDAC's website showing our community your support. Graduates also know that you support their efforts to be drug and alcohol-free on graduation night.

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: November 13, 2001

Person to Contact:
Cassandra E. Jackson 31-07417
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
59-1380927

The Community Drug and Alcohol Council, Inc.
803 N. Palafox St.
Pensacola, FL 32501-3113038

Dear Sir or Madam:

This is in response to the amendment to your organization's Articles of Incorporation filed with the state on February 26, 1998. We have updated our records to reflect the name change as indicated above.

Our records indicate that a determination letter issued in February of 1973 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its 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.

The Community Drug and Alcohol Council, Inc.
59-1380927

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts

John E. Ricketts, Director, TE/GE
Customer Account Services

0000017 02/25/14

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012617789C-0	03/31/2014	03/31/2019	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE COMMUNITY DRUG AND ALCOHOL
COUNCIL INC
3804 N 9TH AVE
PENSACOLA FL 32503-8813

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.

Form **W-9**
(Rev. October 2018)
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.
CDAC Behavioral Healthcare, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ Non-Profit - 501(c)

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.
3804 N. 9th Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, Florida 32503

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 - 1 3 8 0 9 2 7

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 ▶ Patti Beebe Date ▶ 1-22-19

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.*

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

January 24, 2019

West Florida High School Softball Boosters Inc.
Attn: Kim McBride
2400 Longleaf Drive, Pensacola, FL 32526

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated January 17, 2019.

Dear Kim McBride,

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.

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: West Florida High School Softball Boosters Inc DATE 01/17/2019

POINT OF CONTACT Kim McBride PH# (850) 456-9636

EMAIL ADDRESS: ladyjagsboostercomputer@outlook ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 02/12/2019 AMOUNT REQUESTED: $500 $1,000.00

CHECK PAYABLE TO: WFHS Softball Boosters Inc

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 2400 Longleaf Dr City Pensacola State FL Zip Code 32526

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief km (Initial)

NAME OF CERTIFYING OFFICIAL: Kim McBride

TITLE OF CERTIFYING OFFICIAL: Secretary

SIGNATURE (Digital): Kim McBride

DATE: 01/17/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL	W. Abbott	☑	☐	
CHIEF	Not Available	☑	☐	AMOUNT APPROVED $1,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 1/24/19		DAVID MORGAN, SHERIFF 1/24/2019 DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

West Florida High School Softball Boosters 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

WFHS Softball Boosters are asking for a donation to help fund our high school softball teams. We aim to promote sports participation to help prevent crime and drug use by our youth and by keeping our students busy after school helps us meet that goal. Our WFHS Softball teams are also very active with giving back to our community by volunteering at local nursing homes, The Ronald McDonald house, raising money for the cancer society, and helping the Optimist Club during the holidays. Engaging young people in sports also requires regular school attendance and good grades. If a donation is received we will use the funds to help with much needed equipment, uniforms, and field supplies to keep our program running. Due to school district limitations, many school booster clubs much reach out to our communities for help. As a parent and educator, I'm hopeful you can help us keep our program strong. Thank you for your consideration.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 19 2010

WEST FLORIDA HIGH SCHOOL SOFTBALL
BOOSTERS INC
C/O JESSICA SMITH
2400 LONGLEAF DR
PENSACOLA, FL 32526

Employer Identification Number:
51-0490308
DLN:
17053252750012
Contact Person:
MELISSA D TRUSTY ID# 31657
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
May 31
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
May 15, 2010
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.

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.

0000272 11/16/17

FLORIDA Department of Revenue

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
85-8013060354C-1	01/15/2018	01/31/2023	501(C)(3) ORGANIZATION

This certifies that

WEST FLORIDA HIGH SCHOOL SOFTBALL
BOOSTERS INC
2400 LONGLEAF DR
PENSACOLA FL 32526-8901

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. 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.

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.
West Florida High School Softball Boosters Inc

2 Business name/disregarded entity name, if different from above
N/A

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2400 Longleaf DR

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola FL 32526-8901

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
51-0490308

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

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.*

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

January 24, 2019

First United Methodist Church Pensacola
Attn: Richard Branch
6 E. Wright Street, Pensacola FL 32501

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated January 22, 2019.

Dear Richard Branch,

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)

☐ 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: First United Methodist Church, Pensacola DATE 01/22/2019

POINT OF CONTACT Richard Branch PH# (850) 324-9874

EMAIL ADDRESS: rbranch@fumcpensacola.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 03/08/2019 AMOUNT REQUESTED: $ ~~750~~ #1,000.00

CHECK PAYABLE TO: FUMC, Pensacola

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 6 E. Wright Street 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 RB (Initial)

NAME OF CERTIFYING OFFICIAL Richard Branch

TITLE OF CERTIFYING OFFICIAL Minister

SIGNATURE (Digital) Richard Branch

DATE 01/22/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL	D. Hall	☑	☐	
CHIEF	Not Available	☐	☐	
SHERIFF		☑	☐	
CFO ASSISTANT				

Date processed 11/24/19

AMOUNT APPROVED #1,000.00

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

DAVID MORGAN, SHERIFF

11/24/2019
DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

First United Methodist Church, Pensacola

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

Youth Success Ceremony is an event where the Escambia Juvenile Justice Council recognizes youth involved with DJJ for outstanding achievment. The theme: "HOPE, Helping Others through Positive Encouragement!" We would be honored to have Sheriff Morgan and his guests attend.

As a member of the Juvenile Justice Council of Escambia County, FUMC, Pensacola is acting as the fiscal agent for Juvenile Justice Youth Success Week. This is an opportunity for the community to recognize and encourage youth, formerly or currently involved with DJJ or prevention programs, for positive accomplishments.

Department of the Treasury

Internal Revenue Service
Washington, DC 20224

Date: OCT 18 1974

In reply refer to: T:MS:EO:R:1-2

Council on Finance and Administration of the United Methodist Church, a/k/a the United Methodist Church and Its Affiliated Organizations
1200 Davis Street
Evanston, Illinois 60201

Attention: R. Bryan Brawner

Dear Applicant:

This refers to the information submitted for use in determining your status and the status of your affiliated religious organizations, on the list you submitted, as being exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

For the purposes of this group ruling, your affiliated religious organizations include The General Conference, Judicial Council; General Agencies, Commissions, Committees, their divisions and departments thereof, and, other related organizations; Jurisdictional Conferences and Affiliated Agencies, Commissions, and other organizations; Annual Conferences and divisions and departments thereof; Annual Conference Agencies, Commissions, Committees, and affiliated organization; Local Churches and Local Church Agencies, Commissions, Committees, and other affiliated organizations.

Based on the information supplied, we rule that you and your affiliated religious organizations, on the list you submitted, are exempt from Federal income tax under section 501(c)(3) of the Code.

We have further determined that you and the affiliated religious organizations you operate, supervise, or control, and which are covered by your notification to us, are not private foundations within the meaning of section 509(a) of the Code, because you and your affiliated religious organizations are organizations described in sections 170(b)(1)(A)(i) and 509(a)(1) of the Code.

Council on Finance and Administration of the
United Methodist Church, a/k/a the United
Methodist Church and Its Affiliated Organizations

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, they are not automatically exempt from other Federal excise taxes.

You and your affiliated religious organizations are not required to file the Return for Organizations Exempt From Income Tax, Form 990, as you come within the exception contained in section 6033(a)(2)(A)(i) of the Code.

You and your affiliated religious organizations are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you or your affiliated religious organizations are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities, or those of your affiliated religious organizations, is unrelated trade or business as defined in section 513 of the Code.

You and your affiliated religious organizations are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. You and your affiliated religious organizations are not liable for the taxes imposed under the Federal Unemployment Tax Act (FUTA).

Donors may deduct contributions to you and to your affiliated religious organizations as provided by section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to or for your use, or to or for the use of your affiliated religious organizations, are deductible for Federal estate and gift tax purposes under section 2055, 2106, and 2522 of the Code.

If you change your purposes, character, or method of operation, please let your key District Director know so he may consider the effect on your exempt status. Also, please keep him informed of any changes in your name or address.

Council on Finance and Administration of the United Methodist Church, a/k/a the United Methodist Church and Its Affiliated Organizations

You should advise each of your affiliated religious organizations of the provisions of this ruling, including the requirements for filing Federal tax returns.

Each year, within 45 days after the close of your annual accounting period, please send the following to the Director, Internal Revenue Service Center, 11601 Roosevelt Boulevard, Philadelphia, Pennsylvania 19155, Attention: EOR Branch:

1. A statement describing any changes during the year in the purposes, character, or method of operation of your affiliated religious organizations.

2. Lists of the names, mailing addresses, including Postal Zip Codes and employer identification numbers, of your affiliated religious organizations that during the year:

   a. changed names or addresses;
   b. were deleted from your roster; or
   c. were added to the roster.

3. For affiliated religious organizations to be added attach:

   a. a statement that the information upon which your present group exemption letter is based applies;

   b. a statement that each has given you written authorization to add its name to the roster;

   c. a list of those to which the Service previously issued exemption rulings or determination letters; and

   d. a statement that none of the affiliated religious organization are private foundations as defined in section 509(a) of the Code.

Council on Finance and Administration of the
United Methodist Church, a/k/a the United
Methodist Church and Its Affiliated Organizations

4. If applicable, a statement that your group exemption roster did not change during the year.

This ruling supersedes our ruling letter of November 20, 1945. In addition, this ruling letter supersedes our group exemption letters to your affiliated Annual Conferences and Conferences and to the individual determination or ruling letters issued to your affiliated churches and other affiliated religious organization.

Please be sure to enter your employer identification number on all your tax returns and in your correspondence with the Internal Revenue Service.

This ruling is not applicable to your affiliated foreign religious organizations.

The key District Director, Internal Revenue Service, Chicago, Illinois, which is your key district for exempt organization matters, will be furnished a copy of this letter. Please keep this ruling in your permanent records.

Thank you for your cooperation.

Sincerely yours,

Milton Cerny
Chief, Rulings Section 1
Exempt Organizations Branch

GCFA
GENERAL COUNCIL ON FINANCE AND ADMINISTRATION
THE UNITED METHODIST CHURCH

PO Box 340029
Nashville, TN 37203-0029

May 2, 2007

FIRST UNITED METHODIST CHURCH
c/o Reverend Dr. Wesley Wachob
6 E. Wright Street
Pensacola, FL 32501

Re: Certification of Inclusion in The United Methodist Church Group Tax Exemption Ruling
Affiliated Organization: First United Methodist Church
Affiliated Organization's Employer Identification Number (EIN): 59-0637843
Date of Inclusion: October 16, 1974

Dear Reverend Wachob:

This letter will certify that the affiliated organization named above has been and continues to be included in The United Methodist Church Group Tax Exemption Ruling ("UMC Group Ruling"). In particular, as stated in the group ruling determination letter issued to The United Methodist Church by the Internal Revenue Service ("IRS"), this affiliated organization is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.

This certification letter is issued by the General Council on Finance and Administration of The United Methodist Church ("GCFA"). As the central organization for the UMC Group Ruling, GCFA has been granted the authority by the IRS to determine which organizations are included in the UMC Group Ruling. Thus, this certification letter, together with the enclosed copy of the IRS group ruling determination letter, serves to verify the tax-exempt status of this affiliated organization.

If you have any further questions, please feel free to contact the GCFA Legal Department at (866) 367-4232 or legal@gcfa.org.

Sincerely,

GENERAL COUNCIL ON FINANCE AND ADMINISTRATION OF
THE UNITED METHODIST CHURCH

By: Sandra Lackore
Sandra Lackore
General Secretary and Treasurer

By:
J. Daniel Gary
Associate General Counsel

Enclosures

0000011 11/20/18

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012621027C-8	01/31/2019	01/31/2024	RELIGIOUS-PHYSICAL PLACE

This certifies that

FIRST UNITED METHODIST CHURCH OF
PENSACOLA FLORIDA INC
6 E WRIGHT ST
PENSACOLA FL 32501-4846

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. 01/18

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 about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
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.
First United Methodist Church of Pensacola Florida

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ▶ non-profit Corporation Exempt Under IRS Code 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.
66 East Wright Street

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola FL 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
59 - 0637843

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** ▶ Elizabeth Noyes | **Date** ▶ 1-20-2019

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.*

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

January 24, 2019

Christian Surfers
Attn: Ben Martin
200 Pensacola Beach Road E6, Gulf Breeze FL 32561

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated January 22, 2019.

Dear Ben Martin,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Drug Education, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $2,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☒ CRIME PREVENTION ☒ DRUG PREVENTION ☒ DRUG EDUCATION ☒ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION **OR** ☒ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☒ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☒ W-9 AND ☒ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Christian Surfers DATE 1-22-19

POINT OF CONTACT Ben Martin PH# 850-324-0316

EMAIL ADDRESS: Innerlightben@gmail.com ☐ INITIAL REQUEST ☒ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 3-16-18 AMOUNT REQUESTED: ~~10,000~~ $2K

CHECK PAYABLE TO: Christian Surfers Att Ben Martin

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 200 Pensacola Bch Rd #E6 City Gulf Breeze State FL Zip Code 32561

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 Benjamin S Martin

TITLE OF CERTIFYING OFFICIAL Director

SIGNATURE (Digital) Benjamin S Martin

DATE 1-22-19

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL	W. Hutto	☑	☐	
CHIEF	Not Available	☐	☐	
SHERIFF		☑	☐	

AMOUNT APPROVED $2,000.00

CFO ASSISTANT D. Griffin Date processed 1/24/19

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

DAVID MORGAN, SHERIFF

DATE 1/24/2019

ORIGINAL

ORGANIZATION/AGENCY NAME:

Christian Surfers

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

This will be the 3RD year that Christian Surfers Pensacola has hosted Family Beach Fest on Memorial Day Weekend. This event honors God, family, and our military, and is Free to the public. Local Churches and businesses will be helping to sponsor this event. We will have several guest speakes along with Christian Rock bands, Kutles & Disciples. The music and message will be possitive and life changing. We believe it will have a profound impact on our youth. I will be sharing my person testimony of how Jesus delivered me from Crime, Drugs and Alcohol. With several thousand in attendance last year, we believe this will be the best year yet. Our budget is approximately $46,500. Funds requested will be used to secure bands & production costs. Thank you so much for your surport last year and consideration for this year.

Ben Martin

Internal Revenue Service

Date: July 25, 2007

CHRISTIAN SURFERS UNITED STATES

PO BOX 9
ST AUGUSTINE FL 32085-0009

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Ms. Chandler 17-52729
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
77-0136158

Dear Sir or Madam:

This is in response to your request of July 25, 2007, regarding your organization's tax-exempt status.

In June 1987 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1

0000137 07/26/16

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
85-8012672817C-5	09/30/2016	09/30/2021	501(C)(3) ORGANIZATION

This certifies that

CHRISTIAN SURFERS UNITED STATES
6505 A1A S
ST AUGUSTINE FL 32080-7504

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.

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.
Christian Surfers Pensacola

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
Box 9

Requester's name and address (optional)

6 City, state, and ZIP code
St. Augustine, FL 32085

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
7 7 - 0 1 3 6 1 5 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); 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 ▶ Ben Martin Date ▶ 1-19-18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15595 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 02/07/2019
Issue: Appointment of Amy Lovoy as Interim County Administrator
From: Lumon May, District 3 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Appointing Amy Lovoy as Interim County Administrator Effective February 5, 2019 - Commissioner Lumon J. May, District 3

At the request of Chairman Lumon J. May, that the Board discuss whether to appoint Amy Lovoy as the Interim County Administrator effective February 5, 2019.

BACKGROUND:
On October 18, 2018, the Board accepted Jack R. Brown's 90-Day notice of his "Intent to Retire" and Terminal Leave request. Ms. Lovoy has been the Acting County Administrator since Mr. Brown's commencement of terminal leave on October 19, 2018.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15566 **County Attorney's Report 12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 02/07/2019
Issue: Agreement for Reimbursement of Unused OLF-8/OLF-X Land Exchange Project Funding
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement for Reimbursement of Unused OLF-8/OLF-X Land Exchange Project Funding Related to the Land Exchange Agreement between United States of America/Department of the Navy and Escambia County, Florida

That the Board authorize the Chairman to execute the Agreement for Reimbursement of Unused OLF-8/OLF-X Land Exchange Project Funding related to the Land Exchange Agreement between United States of America/Department of the Navy and Escambia County, Florida.

BACKGROUND:

In accordance with Public Law 114-992, the National Defense Authorization Act for Fiscal Year 2016, ("NDAA FY 16"), Section 2833, signed into law on November 25, 2015 and pursuant to the Land Exchange Agreement executed between the Parties on June 15, 2016 and amended on September 17, 2017, the County is responsible for funding or reimbursing all costs incurred by the Department of the Navy to complete the land exchange and the associated relocation of activities and facilities from Navy Outlying Landing Field (NOLF) Site 8 to include support costs, travel, staff labor and contract costs. Accordingly, the County provided funding as requested by the Department of the Navy to reimburse the Department of the Navy for all support, travel, staff labor, and contract costs. Further, in accordance with NDAA FY 16 Section 2833(c)(1), when the Department of the Navy collects money from the County in advance of incurring costs and the acutal costs incurred are less than the amount collected, the Department of the Navy is required to refund the excess amount to the County.

Pursuant to Exhibit G of the Land Exchange Agreement between the United States of America/Department of the Navy and Escambia County, Florida, the County paid $430,732.00 to the Department of the Navy for these expenses. A portion of that amount will be returned to the County pursuant to the Agreement of Reimbursement. The exact amount is still to be determined.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney Alison Rogers has reviewed and approved the agreement for legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Reimbursement of Unused Project Funding
First Amendment to the Land Exchange Agreement
Land Exchange Agreement
Exhibit G to the Land Exchange Agreement

AGREEMENT FOR REIMBURSEMENT OF UNUSED PROJECT FUNDING

AGREEMENT by and between the United States of America, acting by and through the Department of the Navy (the "GOVERNMENT" or "DEPARTMENT OF THE NAVY" or "NAVY") and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners (the "COUNTY"), herein referred to as the "Parties", which is effective as of the date of the last signature below.

In accordance with Public Law 114-992, the National Defense Authorization Act for Fiscal Year 2016, ("NDAA FY 16"), section 2833, signed into law on 25 November, 2015 and pursuant to the Land Exchange Agreement executed between the Parties on 15 June, 2016 and amended on 17 September, 2017, the COUNTY is responsible for funding or reimbursing all costs incurred by the Department of the Navy to complete the land exchange and the associated relocation of activities and facilities from Navy Outlying Landing Field (NOLF) Site 8 to include support costs, travel, staff labor and contract costs. Accordingly, the COUNTY provided funding as requested by the Department of the Navy to reimburse the Department of the Navy for all support, travel, staff labor and contract costs in the form of two paper checks (numbered 10134066 and 10138030). Further, in accordance with NDAA FY16 Section 2833(c)(1), when NAVY collects money from the COUNTY in advance of incurring costs and the actual costs incurred are less than the amount collected, NAVY is required to refund the excess amount to the COUNTY.

1. LOCATION AND DESCRIPTION OF PROJECT. Pursuant to NDAA FY16 Section 2833, the Secretary of the Navy may convey to Escambia County, Florida all right, title, and interest of the United States in and to a parcel of real property, including any improvements thereon, containing NOLF Site 8 in Escambia County associated with Naval Air Station, Whiting Field, Milton, Florida. In exchange for the property described, the COUNTY shall convey to the Secretary of the Navy land and improvements thereon in Santa Rosa County, Florida, that is acceptable to the Secretary and suitable for use as a Navy outlying landing field to replace NOLF Site 8.

2. REIMBURSEMENT. NAVY will reimburse COUNTY _____ **Dollars and no cents ($_____.00)** in unused project funding, as required by NDAA FY16 Section 2833. Within ninety (90) days of completion of the land exchange project, NAVY will return any remaining excess funds to the COUNTY.

3. PERIOD OF PERFORMANCE. The period of performance is eight (8) months commencing on January 31, 2019 and terminating on September 30, 2019. This agreement shall terminate without further action required from the Parties.

4. NOTICES. Any notice required to be given to either party pursuant to this Agreement shall be in writing and shall be deemed duly given at the date of mailing if sent by registered or by certified mail, return receipt requested, to the address identified below.

AGREEMENT FOR REIMBURSEMENT OF UNUSED PROJECT FUNDING

For the GOVERNMENT: Naval Facilities Engineering Command Southeast Box 30, Bldg. 903, AM11 Jacksonville, FL 32212-0030	For ESCAMBIA COUNTY: Amy Lovoy Acting County Administrator 221 Palafox Place Pensacola, FL 32502

5. GENERAL PROVISIONS.

A. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

B. GOVERNING LAW. The parties hereto expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled in accordance with Federal law applying the laws of the State of Florida.

C. ENTIRE AGREEMENT. This Agreement contains the entire Agreement between the parties hereto and no statement or representation of the respective parties hereto, their agents or employees, made outside this Agreement, and not contained in this Agreement, shall form any part hereof or be binding upon the other party hereto. This Agreement shall not be amended, changed or modified except by written instrument signed by the parties hereto.

D. ASSIGNMENT. This Agreement shall not be assigned by either party.

E. INTERPRETATION. Should any of the provisions of this Agreement require interpretation, the party or parties interpreting or construing the same shall not apply a presumption that the terms herein shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the agents of all parties participated in the preparation hereof.

F. WAIVER. The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by either or both parties of the time for performing any act shall not constitute a waiver at the time for performing any other act or any identical act required to be performed at a later time. No waiver hereunder shall be effective unless it is in writing.

G. COUNTERPART EXECUTION. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

AGREEMENT FOR REIMBURSEMENT OF UNUSED PROJECT FUNDING

H. AMENDMENT. This Agreement shall be amended only by written instrument signed by both Parties.

6. NAVY IDENTIFICATION AND ACCOUNTING DATA

A. Name and Address of Naval Activity:
Commanding Officer
NAVFAC Southeast
Bldg. 903, PO Box 30, AM11
Jacksonville, FL 32212

B. Name and Address of Receiving Entity:
Escambia County
ATTN: Acting County Administrator
221 Palafox Place, Suite 140
Pensacola, FL 32502-5833

C. Payment to be made by: DFAS, Cleveland, Ohio

D. Contract No. N69450-19-RP-00017

E. **Funding document number** - N6247016ROS71CK

F. DUNS Number: 075079673 **CAGE Code:** 1XT14

7. IN WITNESS WHEREOF, the parties hereto have executed AGREEMENT FOR REIMBURSEMENT OF UNUSED PROJECT FUNDING which is effective as of the date of the last signature below.

ESCAMBIA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ACTING BY AND THROUGH ITS DULY AUTHORIZED BOARD OF COUNTY COMMISSIONERS

By: _____

Name: Lumon J. May

Title: Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE DEPARTMENT OF THE NAVY

By: _____

Name: Michael A. Brooks

Title: Real Estate Contracting Officer

Date: _____

Escambia County
Clerk's Original

9/7/2017 CAT I-2

FIRST AMENDMENT TO LAND EXCHANGE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA / DEPARTMENT OF THE NAVY, AND ESCAMBIA COUNTY, FLORIDA

This First Amendment to the Land Exchange Agreement between the United States of America as represented by the Department of the Navy (the "GOVERNMENT" or "DEPARTMENT OF THE NAVY" or "NAVY"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, is effective as of the date of the last signature below and is by and among the United States of America as represented by the Department of the Navy (the "GOVERNMENT" or "DEPARTMENT OF THE NAVY" or "NAVY"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners (the "COUNTY").

Verified By: [signature] Date: 9/11/2017

RECITALS:

WHEREAS DEPARTMENT OF THE NAVY and the COUNTY entered into that certain *LAND EXCHANGE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA / DEPARTMENT OF THE NAVY, AND ESCAMBIA COUNTY, FLORIDA,* effective June 15, 2016 (the "Original Agreement") to memorialize the Parties' understanding and intent regarding the exchange of parcels of real property, as more particularly described in the Original Agreement;

WHEREAS the GOVERNMENT and the COUNTY desire to modify the Agreement in accordance with the terms and conditions of this Amendment;

WHEREAS capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed thereto in the Agreement.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which NAVY and COUNTY (collectively, the "Parties") hereby acknowledge, the Parties agree as follows:

1. **Incorporation**. The foregoing Recitals are true and correct, and are incorporated in this Amendment by reference.

2. **Amendments.**

a. Sections and Exhibits of the Agreement are hereby deleted and replaced with the following new sections or exhibits, as follows:

(1) **List of Exhibits**. The *List of Exhibits* is hereby deleted and replaced with an updated *List of Exhibits,* appended hereto, incorporating the exhibit changes described in this Amendment.

(2) **Exhibit F** of the Agreement, *Quitclaim Deed (Navy to County),* is

deleted and replaced with a revised **Exhibit F**, appended hereto.

(3) Exhibit H of the Agreement, *Navy Requirements for New Outlying Landing Field*, is deleted and replaced with a revised and renamed **Exhibit H**, *Escambia County OLF Construction Requirements for Replacement Outlying Landing Field*, appended hereto.

b. New Sections and Exhibits are added as follows:

(1) Section 6.5: "Preservation Covenant with Respect to Existing Navy Property. In accordance with the requirements of the *Memorandum of Agreement Among the Department of the Navy, Escambia County, Florida, the Florida Department of State, Division of Historical Resources and the Advisory Council on Historic Preservation Regarding the Transfer of NOLF Site 8 to Escambia County, Florida,* dated May 25, 2017 (**Exhibit I**), the GOVERNMENT shall include a Preservation Covenant, included as part of **Exhibit I,** with respect to the Existing Navy Property as part of the Deed from the GOVERNMENT to COUNTY. Such Preservation Covenant requires, among other things, that after conveyance by the GOVERNMENT to the COUNTY, COUNTY will conduct a Phase I Archaeological Survey of the Existing Navy Property prior to any ground disturbance.

(2) A new **Exhibit I**, *Memorandum of Agreement Among the Department of the Navy, Escambia County, Florida, the Florida Department of State, Division of Historical Resources and the Advisory Council on Historic Preservation Regarding the Transfer of NOLF Site 8 to Escambia County, Florida*, is added and is appended hereto.

c. Existing Section 10 ("CLOSING") is renumbered as Section 11. Existing Section 12 ("MISCELLANEOUS") is renumbered as Section 13. New Section 10 is hereby added:

(1) Section 10: CONSTRUCTION OF REPLACEMENT OLF. To help ensure the proposed replacement OLF is constructed in a manner that can be found acceptable to the Secretary of the Navy and suitable for use as a replacement landing field, the following will apply:

(A) Section 10.1: GOVERNMENT Input on COUNTY Construction Plans. COUNTY will submit to GOVERNMENT its proposed construction plans. To assist COUNTY in understanding how to meet the necessary requirements as outlined in **Exhibit H**, GOVERNMENT will review the plans and offer detailed comments to COUNTY. Such comments will include identification of requirements found within applicable Unified Facilities Criteria (UFCs) and other requirements incorporated by reference in **Exhibit H**. Construction performed in accordance with GOVERNMENT comments on COUNTY's plans will help COUNTY build the new OLF in a manner that complies with all **Exhibit H** GOVERNMENT requirements for a new OLF.

(B) Section 10.2: Professional Engineer Inspection / Observation. During construction, COUNTY will have onsite an employee or contract Professional Engineer for Title II Services who will be responsible for inspection and/or observation of construction operations.

(C) Section 10.3: Observation By GOVERNMENT Engineering Tech/Construction Manager. During construction, COUNTY will allow access to the construction site for approximately 8-12 hours per week for a GOVERNMENT Engineering Tech/Construction Manager to observe construction activities. Such observation is necessary to enable GOVERNMENT to determine whether the completed replacement OLF has been constructed by the COUNTY in a manner that can be found acceptable to the Secretary of the Navy and suitable for use as a replacement landing field, as required by the authorizing legislation (**Exhibit A**).

(i) Section 10.3.1: Special coordination between GOVERNMENT and COUNTY will be necessary to ensure GOVERNMENT can observe paving activities and installation of fire protection systems throughout construction.

(D) Section 10.4: Acceptability and Suitability Determination. GOVERNMENT will determine acceptability to the Secretary of the Navy and suitability for use of Site X as a replacement OLF after COUNTY completes all work and prior to effecting the proposed exchange.

4. **No Further Amendment**. Except as specifically amended and modified by this Amendment, the Agreement remains unmodified and in full force and effect. To the extent of any inconsistency between the terms and provisions of this Amendment and the Agreement, the terms and provisions of this Amendment shall control.

5. **Miscellaneous**. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument. Each party has the right to rely upon a facsimile or e-mail counterpart of this Amendment signed by the other party to the same extent as if such party received an original counterpart.

(***Signatures Appear on Following Pages***)

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have affixed their respective signatures, in recognition and acceptance of the terms, conditions and provisions stated above in this Amendment, effective as of the date last written below.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Date: 9/7/2017

Approved as to form and legal sufficiency.

By/Title: Asst. County Atty

Date: Sept 7, 2017

UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY

By: _____
CASSANDRA S. NORRIS

Its: REAL ESTATE CONTRACTING OFFICER

Date: 19 SEP 2017

BCC Approved 09-07-2017

Escambia County
Clerk's Original

6/2/2016 CAT I-2

LAND EXCHANGE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA / DEPARTMENT OF THE NAVY, AND ESCAMBIA COUNTY, FLORIDA

Date: 6-10-2016 Verified By: K. McCord

THIS LAND EXCHANGE AGREEMENT ("**Agreement**") is made and entered into as of this 15th day of June, 2016, by and between the UNITED STATES OF AMERICA and its assigns, as represented by the Department of the Navy (the "GOVERNMENT" or "DEPARTMENT OF THE NAVY" or "NAVY"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners (the "COUNTY"). They are together referred to herein as the "Parties."

RECITALS

WHEREAS the United States Congress has authorized the Secretary of the Navy to convey certain real property to the COUNTY in exchange for land and improvements thereon which are acceptable to the Secretary and suitable for use as a Navy outlying landing field to replace Navy Outlying Landing Field Site 8 pursuant to certain terms and conditions more fully set forth in Section 2833 of Public Law No. 114-92, the National Defense Authorization Act for Fiscal Year 2016, signed by the President of the United States on November 25, 2015 (**"Legislation,"** appended hereto as **Exhibit A**); and

WHEREAS the GOVERNMENT is fee owner of all of that certain parcel of real property in Escambia County, Florida, known as Navy Outlying Landing Field Site 8, associated with Naval Air Station Whiting Field, Milton, Florida, consisting of approximately 640 acres more or less together with buildings and improvements located thereon (**"Existing Navy Property"**), the legal description of which is appended as **Exhibit B** to this Agreement; and

WHEREAS the COUNTY is the owner of that certain parcel of real property in Santa Rosa County, Florida, consisting of approximately 601.41 acres, more or less, upon which it anticipates constructing a fully functional replacement Outlying Landing Field that is acceptable to the Secretary of the Navy and suitable for use as a Navy outlying landing field to replace Navy Outlying Landing Field Site 8. (**"Replacement Navy Property"**), the legal description of which is appended as **Exhibit C** to this Agreement; and

WHEREAS The Existing Navy Property and the Replacement Navy Property shall sometimes be hereinafter collectively referred to as **"Properties"** and individually referred to as a **"Property;"** and

WHEREAS The COUNTY desires to acquire from the GOVERNMENT and the GOVERNMENT desires to convey to the COUNTY the Existing Navy Property. The Existing Navy Property comprises approximately 640 acres located in Escambia County Florida and is a Navy helicopter training Outlying Land Field (OLF). It contains buildings and facilities currently utilized for Navy purposes, including without limitation a mostly grassed airfield on which is situated a Fire Department Crash facility of approximately 144 sq.ft, a detached observation tower of approximately 500 sq.ft in size, as well as a 500 sq.ft Aircraft Line / Fuels Building of approximately 500 sq.ft in size. Horizontal improvements include various landing pads, a "Pinnacle" or earthen berm with a flat-grade surface, and other training aids which provide student pilots with "operational" scenarios. There is also an air sampling site located in the northeast corner of the property which Gulf Power currently licenses from the GOVERNMENT for access to Gulf Power equipment. The Existing Navy Property has water, electrical and communication utilities in place; and

WHEREAS, the GOVERNMENT desires to acquire from the COUNTY, and the COUNTY desires to convey to the GOVERNMENT, the Replacement Navy Property, which currently comprises 601.41 acres of former timberland in Santa Rosa County, Florida, and on which, before conveyance, the COUNTY will construct for the GOVERNMENT a replacement OLF facility as generally described at **Exhibit H**; and

WHEREAS, a condition of the GOVERNMENT's authorization to convey the Existing Navy Property, as is, to the COUNTY pursuant to Section 2833 of Public Law 114-92 is the conveyance by the COUNTY to the GOVERNMENT of the Replacement Navy Property; and

WHEREAS, pursuant to the requirement of Section 2833(c) of Public Law 114-92, the COUNTY is required to fund the costs to be incurred by the Department of the Navy or reimburse costs incurred by the Department of the Navy to carry out the land exchange and the associated relocation of activities and facilities from Navy Outlying Field Site 8 to the replacement location; and

WHEREAS, the COUNTY is authorized to enter into land exchange agreements pursuant to Section 125.37, Florida Statutes, and the Board of County Commissioners of Escambia County approved this Agreement at a duly noticed public meeting held on June 2, 2016; and

WHEREAS the GOVERNMENT and the COUNTY desire to enter into this Agreement.

NOW THEREFORE, the GOVERNMENT and the COUNTY agree, subject to the required authorizations and appropriations, to the following:

1. PURPOSE. The purpose of this Agreement is to memorialize the Parties' understanding and intent regarding the exchange of parcels of real property more fully described at **Exhibits B** and **C**.

2. RECITALS A PART HEREOF. The Recitals set forth above shall be deemed a part of this Agreement and are incorporated herein by reference.

3. EXCHANGE. Subject to compliance with the terms and conditions of this Agreement and the authorizing Legislation, the following properties shall be exchanged as follows:

3.1 Existing Navy Property. As fair and reasonable consideration for the Replacement Navy Property, GOVERNMENT shall convey to the COUNTY and the COUNTY shall acquire from the GOVERNMENT the Existing Navy Property.

3.2 Replacement Navy Property. As fair and reasonable consideration for the Existing Navy Property, the COUNTY shall convey to the GOVERNMENT and the GOVERNMENT shall acquire from the COUNTY the Replacement Navy Property together with payment to the GOVERNMENT of additional consideration and reimbursements in the amount of Four Hundred Thirty Thousand, Seven Hundred Thirty Two dollars **($430,732.00)**, as more particularly described in the attached **Exhibit G.** The County will be responsible for ensuring compliance with Section 125.37, Florida Statutes.

4. EVIDENCE OF TITLE. As evidence of title each Party shall obtain its own Commitment for Owners Policy of Title Insurance ("**Title Commitment**") for the Property it will receive from the other. The Title Commitments shall provide that the Title Company agrees to issue to the grantee under the Deeds as hereinafter defined upon the Exchange an Owner Policy of Title Insurance in the full amount set forth in the Title Commitment. The owner policy issued to the United States shall be an ALTA U.S. Policy (9/28/91, Rev. 12/3/12). Each Title Commitment shall be accompanied by copies of all recorded documents affecting the Property described in the Title Commitment. The COUNTY and the GOVERNMENT agree to work together in good faith to cause the condition of title to the Existing Navy Property to be reasonably satisfactory to the COUNTY and to cause the condition of title to the Replacement Navy Property to be

reasonably acceptable to the GOVERNMENT. The COUNTY acknowledges that title examination of the Replacement Navy Property will be conducted by the GOVERNMENT in accordance with the *Department of Justice Title Standards of 2001* ("**DOJ Standards**"). Both Parties agree to jointly develop instructions and procedures to complete the closing on the exchange.

5. LAND SURVEYS AND LEGAL DESCRIPTIONS. The COUNTY shall obtain current land surveys of each of the Properties ("Surveys"), which Surveys shall include the exact acreage and legal description of each of the Properties. The surveys shall meet the requirements of the United States. Specifically:

5.1 The land survey shall be performed according to the Minimum Requirements as set forth by the Florida State Board of Professional Surveyors and Mappers rules for Standards of Practice as defined in the Florida Administrative Code (FAC) and set out in paragraphs 17-5J, particularly subparagraphs 5J-.050 through 5J-.053 FAC.

5.2 The survey shall be submitted to the GOVERNMENT for review and acceptance. The Parties shall allow for a two-week GOVERNMENT review period. Any comments from GOVERNMENT's review shall be addressed with revised submittal within a two-week period.

5.3 Required submittals shall be two signed/sealed full scale hard copies of the survey plat, legal description and surveyor report, an electronic PDF of the same and an AutoCAD.dwg (2010 version) prepared in accordance with the National CAD Standards (NAVFAC AutoCAD template file to be provided). Any supporting documentation from title commitment exceptions and fiduciary records research by survey contractor shall be part of the review submittal.

The cost of the Surveys shall be borne by the COUNTY. The Surveys shall be delivered by the COUNTY to the GOVERNMENT and shall be in accordance with the requirements of Section 2833 of the Legislation.

6. ENVIRONMENTAL MATTERS. GOVERNMENT and the COUNTY agree as follows with respect to environmental matters pertaining to the Properties:

6.1 Access for Due Diligence. The Parties shall grant to one another access to their respective Properties for purposes of permitting the other party to conduct environmental due diligence activities thereon. Such activities shall be subject to such reasonable access agreements as the Parties may reasonably negotiate with respect to the Properties.

6.2 Environmental Condition of Property and National Environmental Policy Act Compliance. Prior to Closing as hereinafter defined, and as required by the authorizing legislation at **Exhibit A**, the COUNTY shall fund the GOVERNMENT's completion of Environmental Condition of Property (**"ECP"**) surveys on the Existing Navy Property and on the Replacement Navy Property. The COUNTY shall also fund GOVERNMENT development of appropriate and legally sufficient environmental impact analysis documentation which, in the GOVERNMENT's opinion, complies with the GOVERNMENT's obligations under the National Environmental Policy Act (**"NEPA"**) for the proposed action of exchanging the Existing Navy Property and the Replacement Navy Property and moving the activities and functions of NOLF Site 8 to the Replacement Navy Property **("NEPA Documentation").** The final decision maker with respect to the sufficiency of supporting information provided by the COUNTY and the adequacy of NEPA Documentation for the proposed acquisition, disposal and relocation actions shall be the GOVERNMENT.

6.3 Environmental Covenant with Respect to Replacement Navy Property. The COUNTY shall include in its Deed to the GOVERNMENT for the Replacement Navy Property an environmental covenant attached hereto as **Exhibit D** and incorporated herein. Evidence of the COUNTY's authority to provide such covenant must be provided to GOVERNMENT.

6.4 Covenant with Respect to Existing Navy Property. In accordance with the requirements of the Comprehensive Environmental Response, Compensation and Liability Act (**"CERCLA"**) and Department of Defense Instruction (**"DoDI"**) 4165.72, the GOVERNMENT shall provide COUNTY with an appropriate CERCLA 120(h) Covenant (**"CERCLA Covenant"**) with respect to the Existing Navy Property as part of the Deed from the GOVERNMENT to COUNTY.

7. CONDITION OF PROPERTY.

7.1 GOVERNMENT agrees that the land to be conveyed to the COUNTY will be in the following condition within thirty (30) days of the Closing date:

7.1.1 The GOVERNMENT shall convey to the COUNTY and the COUNTY shall accept the Property from the GOVERNMENT in the condition that exists as of the Closing Date. Any personal property, fixtures, or other structures to be retained by the GOVERNMENT shall be removed from the Property prior to the Closing Date. The GOVERNMENT shall relinquish any claim or interest in the personal property, fixtures, or other structures remaining on the Property on the Closing Date,

and the COUNTY may dispose of any personal property, fixtures, or other structures remaining on the Property on the Closing Date at its sole discretion, without any further payment or reimbursement to the GOVERNMENT.

7.2 COUNTY agrees that the land and improvements to be conveyed to the GOVERNMENT will be as described at **Exhibit H** within thirty (30) days of the Closing date. COUNTY and GOVERNMENT agree to work together to develop more detailed construction plans and specifications which will guide the successful implementation of the Exhibit H OLF site requirements.

8. OTHER CONDITIONS. Prior to Closing, the following conditions must be satisfied:

8.1 Determination of Suitability for Transfer. The GOVERNMENT is required to issue separate Environmental Condition of Property (ECP) forms documenting the suitability for acquisition of the Replacement Navy Property and suitability for transfer of the Existing Navy Property in accordance with the appropriate CERCLA Covenant as recited above in Article 6. NEPA Documentation for the disposal and the acquisition actions must be complete and approved by the GOVERNMENT in order to complete the ECPs.

8.2 Historic Preservation Requirements. Prior to Closing COUNTY shall comply with any National Historic Preservation Act (NHPA) requirements to the satisfaction of the GOVERNMENT and cooperate with GOVERNMENT to obtain any required agreements from appropriate Federal, State and Local authorities with respect to any NHPA requirements applicable and pertaining to the Existing Navy Property and the Replacement Navy Property. Such documentation, if required, must be provided to the GOVERNMENT so it can be reflected in the NEPA Documentation for this action. It therefore must be obtained before the NEPA process can reach a decision document. COUNTY is responsible for all costs associated with this compliance process.

8.4 Due Diligence. The Parties must complete all due diligence activities described in this Agreement or otherwise necessary to their reasonable satisfaction with respect to the Properties. The Parties recognize that all due diligence may not be complete at the date this Agreement is signed, and that information may arise that could cause the Parties to decide to amend this agreement in accordance with paragraph 11.6 below.

9. COSTS. The COUNTY shall pay the following costs and expenses in connection with this exchange transaction:

9.1 Costs with Respect to the Properties. The COUNTY shall pay or reimburse the following with respect to the Exchange:

9.1.1 The costs of all appraisals, surveys, permits, fees, environmental compliance and remediation if required on Replacement Navy Property, and environmental impact analysis (NEPA).

9.1.2 The cost of preparation and recording of the Deeds and other documents of conveyance.

9.1.3 Any transfer fees, franchise taxes, deed taxes, registry stamps or the like imposed on the conveyance necessary to record the Deeds, if any.

9.1.4 The premium charged by the Title Company in connection with the issuance of an Owner's Policy of Title Insurance with respect to each of the Properties base premium and extended coverage exclusive of special endorsements.

9.2 Costs With Respect to Relocating Operations of the Navy Outlying Field Site 8. As required by the Legislation, COUNTY shall fund or reimburse all costs incurred by the GOVERNMENT in relocating Navy Outlying Landing Field Site 8, subject to the limitations set forth below. Such costs include:

9.2.1 The costs to physically relocate the Navy Outlying Landing Field Site 8 activities and facilities to the Replacement Navy Property, to include equipment movement and construction of replacement Navy facilities and structures; and

9.2.2 Support costs, including contract, labor and travel costs incurred by the GOVERNMENT to prepare for this exchange and for the final execution of the deed transfers to the extent of and, unless otherwise negotiated, not exceeding the amounts set forth in **Exhibit G.**

9.3. Manner and Timing of Reimbursement of GOVERNMENT Costs.

9.3.1 COUNTY shall fund the required reimbursement of GOVERNMENT's costs via periodic payments as follows:

9.3.1.1. Upon agreement in principle between the Parties as to the substance of this Agreement, COUNTY shall request the Board of County Commissioners to approve and make an initial payment to GOVERNMENT in the amount of Two Hundred Fifteen Thousand, Three

Hundred Sixty-Six dollars ($215,366.00) or approximately fifty percent (50%) of the Government's estimated staff labor and contract action expense as detailed in the Land Exchange Cost Estimate document dated February 19, 2016 and as shown in **Exhibit G**.

9.3.1.2. The remaining fifty percent (50%) of the Land Exchange Cost Estimate is to be forwarded to the GOVERNMENT at a mutually agreed upon date on or near the beginning of Fiscal Year 2017, which begins October 1, 2016.

9.3.2 All reimbursement payments shall be made by Electronic Funds Transfer (EFT) utilizing procedures outlined on the www.Pay.gov. Electronic Funds Transfer procedures will be provided via separate correspondence. If EFT is not possible, payment may be effected by paper check made payable to the "The U.S. Treasury" in the sum of $215,366.00 and mailed to:

Commanding Officer
Naval Facilities Engineering Command Southeast
ATTN: AM1
PO Box 30, Bldg. 903
Jacksonville, FL 32212-0030

The GOVERNMENT shall forward to the COUNTY specific information to ensure the funds are appropriately deposited into the account designated for the Site 8/Site X Land Exchange.

9.3.3 If a Party determines it may be necessary to change the manner, frequency or amounts of the periodic reimbursement payment(s), the Parties agree to discuss and come to mutual agreement on any such adjustments. Such adjustments will be memorialized in an amendment to this Agreement in accordance with paragraph 11.6 below. The total amount of payments from COUNTY to GOVERNMENT shall equal the amount shown in **Exhibit G** unless, pursuant to the provisions of paragraph 9.4 below, negotiation of additional costs between the Parties becomes necessary.

9.3.4 As required by the Legislation (**Exhibit A**), if the COUNTY provides funds in excess of actual costs incurred by GOVERNMENT, the GOVERNMENT shall refund the excess amount to the COUNTY.

9.4 Unforeseen Additional Costs. The Parties acknowledge that Exhibit G describes all reasonably foreseeable costs known or anticipated by the Parties at the

time this Agreement is executed. The Parties also acknowledge that there may be unavoidable additional costs (*e.g.*, if the environmental impact analysis process reveals a need for further studies). Should it become apparent that additional costs may need to be incurred to enable completion of this Exchange, the Parties agree to discuss and come to agreement on such additional costs before they are incurred.

10. CLOSING. Subject to satisfaction of the conditions to closing and other terms and conditions of this Agreement as set forth herein, the closing of the Land Exchange ("**Closing**") shall occur on date or dates mutually and reasonably designated by the Parties, time being of essence, following Secretary of the Navy approval of this Agreement ("**Closing Date**" or "**Date of Closing**"). The Closing shall take place at such location as the Parties reasonably determine. Possession shall be delivered on the Closing Date. Nothing in this Agreement precludes the Parties from closing on these Properties on different dates, if mutually agreeable.

10.1 Closing Documents. At or prior to the Closing, each party shall with respect to its Property deliver to the other party:

10.1.1. County Deed. COUNTY shall deliver to the Government a Deed to the Replacement Navy Property. The Deed from COUNTY to the GOVERNMENT for the Replacement Navy Property shall be in substantially the form attached hereto as **Exhibit D.** Title to the Replacement Navy Property shall be free from all exceptions except for those permitted title exceptions accepted by the GOVERNMENT and set forth in the Title Commitment for the replacement Navy Property.

10.1.2 Government Deed. The GOVERNMENT shall deliver to COUNTY a Quitclaim Deed for the Existing Navy Property in substantially the form attached hereto as **Exhibit E.**

11. MISCELLANEOUS.

11.1 Time of Essence. Time is of the essence for this Agreement. It is understood that each party will employ due diligence in carrying out all necessary steps to accomplish all elements of this land exchange at the earliest possible dates.

11.2 Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by Federal Law and Section 2833 of Public Law 114-92 of the National Defense Authorization Act for Fiscal Year 2016.

11.3 Legislative Jurisdiction. COUNTY agrees promptly to assist GOVERNMENT with any actions necessary to support the GOVERNMENT in formally relinquishing to the State of Florida the GOVERNMENT'S existing legislative jurisdiction over the Existing Navy Property, with the goal of having such retrocession of legislative jurisdiction coincide with the transfer of the Existing Navy Property to the COUNTY.

11.4 Notices. Any notice required to be given to either party pursuant to this Agreement shall be in writing and shall be deemed duly given at the date of mailing if sent by registered or by certified mail, return receipt requested, to the address identified below.

For the GOVERNMENT:

Department of the Navy
Naval Facilities Engineering Command Southeast
Naval Air Station Jacksonville
Director, Real Estate Services
Box 30, Bldg. 903
Jacksonville, FL 32212-0030

For ESCAMBIA COUNTY:

Jack Brown, County Administrator
221 Palafox Place
Pensacola, FL 32502

Alison Rogers, County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502

11.5 Waiver Rights. Either party at its option may waive any right conferred upon it by this Agreement. Except as provided otherwise herein, such waiver may be made by and only by giving the other party written notice specifically describing the right waived.

11.6 Amendment. This Agreement shall be amended only by written instrument signed by both Parties.

11.7 Construction. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as defining or as limiting in any way the scope or intent of the provisions hereof. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

11.8 Successors And Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the Parties hereto.

11.9 Invalidity. If for any reason any portion or paragraph of this Agreement shall be declared void and unenforceable by any court of law or equity of competent jurisdiction it shall only affect such particular portion or paragraph of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

11.10 Survival of Closing. All representations, agreements, and obligations of the Parties made part of this Agreement shall survive Closing and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties in accordance with their respective terms.

11.11 Entire Agreement. This Agreement forms the entire agreement between the Parties as to scope and subject matter. All prior discussions and understandings concerning the scope and subject matter of this Agreement are superseded and incorporated by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

[SIGNATURE PAGE FOLLOWS]

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

GROVER C. ROBINSON, IV, CHAIRMAN

ATTEST: Pam Childers
Clerk of the Circuit Court

Kimberly McCord
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Date: 6-9-2016

UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY

By: Cassandra S. Norris
CASSANDRA S. NORRIS

Its: REAL ESTATE CONTRACTING OFFICER

Date: 15 JUN 2016

BCC Approved 06-02-2016

This document approved as to form and legal sufficiency.
By
Title Asst. County Attorney
Date June 8, 2016

EXHIBIT G

DEPARTMENT OF THE NAVY
NAVAL FACILITIES ENGINEERING COMMAND SOUTHEAST
JACKSONVILLE, FL 32212-0030

11011
Ser AM1GC/0027
February 19, 2016

Via email: jrbrown@myescambia.com

Mr. Jack R. Brown
Escambia County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

Dear Mr. Brown:

SUBJECT: LAND EXCHANGE COST ESTIMATE FOR ESCAMBIA COUNTY FLORIDA

The United States Congress has authorized the Secretary of the Navy to convey certain real property to the Escambia County, Florida in exchange for land and improvements thereon which are acceptable to the Secretary and suitable for use as a Navy outlying landing field to replace Navy Outlying Landing Field Site 8 pursuant to certain terms and conditions more fully set forth in Section 2833 of Public Law No. 114-92, the National Defense Authorization Act for Fiscal Year 2016, signed by the President of the United States on November 25, 2015.

Naval Facilities Engineering Command Southeast (NAVFAC Southeast) is the execution agent for the subject land exchange with Escambia County. Pursuant to the requirements of Section 2833(c) of Public Law 114-92, Escambia County is required to fund the costs incurred by the Department of the Navy or reimburse costs incurred by the Department of the Navy to carry out the land exchange and the associated relocation of activities and facilities from Navy Outlying Field Site 8 to the replacement location.

In turn, NAVFAC Southeast is providing information below outlining the associated costs for the real estate, environmental and legal actions required to acquire Site X and dispose of Site 8.

The actions and services include but are not limited to:

1. Administrative support by a Realty Specialist, including negotiations, meetings, teleconferences, document preparation and travel as necessary.
2. Plat of Survey and legal description review.
3. Appraisal of the properties to determine fair market value. If an appraisal is not required funds to be returned.
4. Environmental Condition of Property and National Environmental Policy Act analysis and documentation.
5. Real Estate Contracting Officer services.
6. Legal support, including document review, meetings and travel as necessary.
7. Post-execution administration and documentation.

11011
Ser AM1GC/0027
February 19, 2016

The Enclosure, "Cost Estimate" outlines the associated cost estimates for the actions listed above. Should the actual cost be less than the below estimate, the government will refund any unused funds in accordance with the authorizing legislation. Should additional costs arise that exceed those in the Cost Estimate, the Government will discuss with the County and, if necessary, request additional funding from the County.

Please prepare a check payable to "The U.S. Treasury" in the sum of $430,732 and mail to:

Commanding Officer
Naval Facilities Engineering Command Southeast
ATTN: AM1
PO Box 30, Bldg. 903
Jacksonville, FL 32212-0030

The Department of the Navy is working with you to complete the land exchange in an expeditious manner. We respectfully request your organization furnish the required funds as soon as you have the necessary approvals and your financial regulations allow.

Ms. M. Patrice Williams is the Real Estate Project Manager for this action; she may be reached at (904) 542-6982 or margaret.p.williams@navy.mil.

Sincerely,

ROBERT W. MCDOWELL, III, RA
Head, Real Estate

Enclosure: Cost Estimate for Site 8/Site X Land Exchange

Copy to: CNRSE
CO, NASWF

Land Exchange - Disposal - Acquisition

SCOPE: Transfer of 640 acre NOLF Site 8 in Escambia County, Florida to the U.S. Navy in exchange for acquisition of approximately 601 acre, equivalently functional airfield site located in Santa Rosa County, Florida

ADDRESS IN BLOCK 10 of Form 2275 & BLOCK 11 of Form 2276: NAVFACENGCOM Atlantic
UIC: N62470
6506 Hampton Blvd
Norfolk, VA 23508

PLEASE SEND ALL FUNDING DOCUMENTATION TO: NAVFAC_SE_AMBI_FINANCE@navy.mil
with copy to: ferdinand.salomon@navy.mil

Project Manager/Realty Specialist: Ferd Salomon (904) 542-6814 ferdinand.salomon@navy.mil
Financial POC: Sheila Hodgson (904) 542-6722 sheila.hodgson@navy.mil

Preparation Date:	19 Feb 16	Labor & Travel (2275)	$394,382
Work Completion Date: Executed LEA + 24 months		Contract Actions (2276)	$36,350
		WORK ORDER TOTAL	$430,732

		LABOR	TRAVEL	SUPPORT & ACQUISITION	TOTAL
1					
2	**REAL ESTATE ACTIONS**				
3		$0			
4		$0			
5	Coordinate NEPA/CATEX/ECP	$650			
6		$0			
7	Travel to/from Milton POV/1 night/mileage x 3 people x 18 trips		$21,600		$108,375
8	$400 per person per trip - mileage/lodging/M&IE				
9	Disposal - D16	$39,000			
10	Acquisition - D29	$39,000			
11	D12 Real Estate Consultation	$8,125			
12					
13	**LEGAL**				
14	Legal - Counsel & Document Review	$18,000			
15	Sole Source Review	$0			$36,000
16	Land Exchange Agreement - Escambia Co. / USN	$13,500			
17	EA Legal Review	$4,500			
18		$0			
19	**APPRAISAL**				
20		$0			$12,350
21	D59 Appraisal Review of Site 8 and Santa Rosa County site	$11,700			
22	D53 Appraisal Consultation	$650			
23	**ENVIRONMENTAL SERVICES**				
24	Cultural Resources in-house labor	$24,050			
25	Natural Resources in-house labor	$24,050			
26	NEPA and EV Proj Mgmnt inhouse labor	$53,950			$171,282
27	ECP - Site 8 and Site X	$5,200			
28	Geological survey - Site X	$9,000			
29	EV Mnmgt/legal/clerical inhouse labor	$50,870			
30	EV2 travel - 2 trips/3 people/2 days		$4,162		
31	**CAPITAL IMPROVEMENTS / REQUIREMENTS**				
32	Labor - design review	$46,000			
33	Structure, landscape, electrical, mechanical, plumbing, etc.	$0			$54,000
34	Travel to/from - 2 people / 2 trips / 2 days ($1,000 per day)		$8,000		
35		$0			
36	**PLAT OF SURVEY**				
37	Survey Review of Site 8	$2,600			
38	Survey Review of SRC Site	$2,600			$5,200
39		$0			
40	**TITLE & CLOSING**				
41	Title Insurance for SRC site @ $15 Million Estimate Fee Value			$34,150	$37,950
42	Title and Closing Services			$1,200	
43	Solicitation/Establishment/Management of Contract	$2,600			
44	**CADASTRAL**				
45	Real Estate Summary Map update	$650			$910
46		$0			
47	Process the pink sheet (scanning, upload to Documentum, filing)	$260			
48	**ADMINISTRATION**				
49	Site 8 Equipment removal / relocation	$0		$1,000	$4,665
50	Administrative	$65			
51	RECO	$3,600			
52	**ACQUISITION - Not applicable**				

Enclosure

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15592 **County Attorney's Report 12. 2.**
BCC Regular Meeting **Action**
Meeting Date: 02/07/2019
Issue: Request for Legal Representation of Public Safety Employee Tamika L. Williams
From: Meredith Crawford, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approving the Retention of Nabors Giblin & Nickerson, P.A. Attorneys at Law to Represent Public Safety Employee Tamika L. Williams Regarding a Complaint Filed with the Florida Commission on Ethics.

That the Board approve the retention of Nabors Giblin & Nickerson, P.A. Attorneys at Law at an hourly rate of $250.00 for partner attorneys and $210.00 for associate attorneys to represent the County's Public Safety employee Tamika L. Williams regarding a complaint filed with the Florida Commission on Ethics.

BACKGROUND:

On June 9, 2018, the Florida Commission on Ethics sent notice to Ms. Williams that it had received a complaint. The Board's policy concerning Legal Representation for Commissioners and County Employees, Section B, paragraph 2 "Reasonable Attorney's Fees" provides for retention of counsel on behalf of employees under certain circumstances. Retaining counsel on behalf of Ms. Williams is appropriate in this case.

BUDGETARY IMPACT:

County Attorney's Office - Cost Center 110601, Object Code 53101.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board's policy concerning Legal Representation for Commissioners and County Employees, Section B, paragraph 2 "Reasonable Attorney's Fees."

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Board Policy - Legal Representation for Commissioners and County Employees

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Board of County Commissioners
Escambia County, Florida

Title:	Legal Representation for Commissioners and County Employees, Section II, Part C.35
Date Adopted:	May 15, 2014
Effective Date:	May 15, 2014
Reference:	
Policy Amended:	New Policy

A. Purpose:

Commissioners, County employees, Board appointees and County agents should be entitled to some assurance that in the performance of a public service they will not be encumbered by the expense of defending a civil, criminal, ethics, administrative or professional licensing action predicated upon their official acts and reports and should not fear such expenses that may result from reprisals. Further, the Board of County Commissioners finds that it is necessary to encourage the continued participation in County government by alleviating the potential liability of persons having to expend their own funds for the payment of reasonable attorney's fees and costs when such persons are named in a criminal, civil, ethics, administrative or professional licensing action. In following this policy, the Board may only incur or reimburse reasonable attorney's fees and costs as allowed by Florida law.

B. Definitions:

"Costs" shall mean actual and verifiable costs incurred in the provision of a defense for the subject commissioner, employee, appointee or agent of the County. Any travel expenses shall be as provided in section 112.061, Florida Statutes.

"Reasonable attorney's fees" shall mean fees earned by an attorney and/or attorneys licensed to practice law in the State of Florida, based on the customary rate, whether a flat fee or per hour, charged in Escambia County, Florida, for similar work performed by attorneys within the County, but in no event to exceed $250 per hour unless a higher amount is approved by the Board due to extraordinary circumstances.

"Successfully defend" or "prevail" shall apply to individual counts, charges and/or allegations, and shall mean dismissal, a finding of not guilty or a verdict of no liability in favor of the person covered herein as set forth below. In a civil case, a judgment of nominal damages or a judgment of 25% or less than a proposal for settlement served by the Commissioner or employee pursuant to Florida Statutes and the Florida Rules of Civil Procedure, which is entered against the Commissioner or employee may be considered as a successful defense or as prevailing as circumstances warrant. A failure to successfully defend or prevail against one or more counts, charges or allegations shall not necessarily affect the application of the policy to other counts, charges and/or allegations which were successfully defended or against which the

officer or employee prevailed.

C. **Policy.**

It is the Board's policy that for cases involving current and former County employees, Board appointees and County agents personally named in any civil, criminal, ethics, administrative or professional licensing action for any act within the scope of their duties and responsibilities, the County will prospectively provide legal representation or pay reasonable attorney's fees and costs if the procedures in this policy are followed and if allowed by Florida Law.

Cases involving current or former County Commissioners personally named in any civil, criminal, ethics, administrative or professional licensing case that arises out of and in connection with their scope of County function shall be addressed by the Board of County Commissioners on a case-by-case basis. Florida law shall be followed with regards to any payment or reimbursement of legal fees or prospective retention of legal representation. Any current or former County Commissioner personally named in a civil, criminal, ethics, administrative or professional licensing action and who desires the County pay for on an ongoing basis or reimburse legal fees shall follow the procedures set forth in this policy. For cases involving current or former County Commissioners, out of the Sunshine litigation strategy meetings set forth in section 286.011(8), Florida Statutes are discouraged but may be allowed by majority vote of the Board should circumstances warrant.

D. **Procedures:**

Any person who believes that he or she is allowed or entitled to payment or reimbursement of reasonable attorney's fees and costs or retention of legal representation shall, as a condition precedent to such payment, retention or reimbursement, notify the County through its County Attorney in writing within 10 days of their knowledge of a relevant action or within 10 days of retaining a private attorney, whichever is applicable. The request shall at a minimum set forth:

1. The name and current address of the person making the request;
2. A description of the entity conducting the investigation or proceeding;
3. The case number or file number of the investigation or proceeding, if known;
4. A description of each count, charge and/or allegation made or being investigated;
5. The dates(s) that the alleged wrongful incidents are alleged to have occurred;
6. The person's office or position of employment with the County on the dates described in (5.) above;
7. The reasons why it is believed that the attorney's fees and costs should be paid by the County;
8. The name(s), address, and telephone number of the attorney(s) representing such person against the counts, charges, and/or allegations described in (4.) above, if applicable;
9. A description of the fee arrangement or agreement between the person and his or her attorney(s); the amount of attorney's fees and costs paid to the date of the written request for attorney's fees and costs for defense against the

counts, charges and/or allegations described in (4.) above; and the total balance due, if any, of all attorney's fees and costs that have been incurred in defense against the counts, charges, and/or allegations described in (4.) above; and

10. Such other information as the Board of County Commissioners and/or the County Attorney's Office may reasonably require.

E. **Board Action.**

The County Attorney shall review all requests provided pursuant to section D of this policy and within a reasonable time shall prepare and present an agenda item for consideration by the Board. In any case where the County Attorney believes the matter can be ethically, legally and expeditiously handled in-house, the recommendation shall so state. In all other instances, the County Attorney shall make a recommendation on the applicability of this policy to the request for retention of legal representation or payment or reimbursement of reasonable attorney's fees and costs.

For a civil action, the recommendation shall support payment, reimbursement or retention of legal counsel unless there has been a finding or it appears clear from the relevant materials that the person is personally liable, acted outside the scope of employment, or in bad faith, with malicious purpose or wanton disregard of human rights, safety or property pursuant to section 111.07, Florida Statutes.

For other actions the recommendation shall support payment, reimbursement or retention of legal counsel so long as it appears the alleged misconduct arose out of or in connection with the performance of their official duties and while serving a public purpose pursuant to Florida case law.

For a recommendation regarding a criminal charge for violation of Florida's Sunshine law, the recommendation shall reflect that Florida law specifically authorizes reimbursement of reasonable attorney's fees and costs upon acquittal pursuant to section 286.011(7), Florida Statutes.

The Board may:

1. Request additional relevant information from the applicant or County Attorney; or
2. Continue the request to a date and time certain; or
3. Take action upon the written request and determine if the attorney's fees and costs shall be reimbursed or paid, and if so, in what amount; or
4. Allow the County Attorney to represent the applicant or other counsel to be retained; or
5. Deny the request and make appropriate findings.

F. **Agreement.**

In any event where the County has prospectively provided legal representation or is paying reasonable attorney's fees and costs prior to disposition of an action or claim,

the Board may require the individual to execute an agreement with the County which shall require reimbursement to the County in the following circumstances:

1. In a civil action where the individual did not prevail and was found personally liable, to have acted outside the scope of employment, or in bad faith, with malicious purpose or wanton disregard of human rights, safety or property; or
2. In any other action where upon disposition of the case the Board of County Commissioners determined the alleged misconduct did not arise out of or in connection with their official duties or the individual was not serving a public purpose; or
3. In any case where prevailing Florida law would not allow the County to cover the expenses of the legal representation.

Regardless of whether an agreement is entered or not, the Board may authorize legal action to recoup expenses in cases where reimbursement is due to the County based on application of either this policy or Florida law.

G. **Investigations and Grand Jury Investigations.**

Florida law may not allow payment or reimbursement of reasonable attorney's fees and costs or retention of outside counsel in cases involving solely an investigation or a grand jury investigation. In the event a person subject to this policy believes they are entitled to relief, he or she may bring the request to the County Attorney, as set forth in this policy, and the County Attorney will review it and take a recommendation to the Board of County Commissioners in a timely fashion.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15547 **County Attorney's Report 12. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 02/07/2019
Issue: 10770 Silver Creek Drive MSBU Non-Ad Valorem Special Assessment Issue
From: KIA JOHNSON, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning 10770 Silver Creek Drive MSBU Non-Ad Valorem Assessment Issue.

That the Board discuss and determine whether to direct the County Attorney's Office to proceed with the following action:

A. Authorize payment of $1,009.80 in exchange for an executed general release from any and all claims against the County by Hung Nguyen and Dzung Nguyen; and

B. Authorize the Chairman and the County Attorney's office to prepare and sign any and all documents necessary to effectuate this action.

BACKGROUND:

Mr. Hung Nguyen and Mrs. Dzung Nguyen purchased property located at 10770 Silver Creek Drive in August 2016. Prior to closing on the subject property, Mr. and Mrs. Nguyen's closing agent ran a title search and a municipal lien search. The closing agent also reached out to the Office of Environmental Code Enforcement and was told that no *pending* violations existed. However, the closing agent was not informed of the MSBU abatement that had been completed but not yet certified and added to the tax roll. The MSBU abatement in the amount of $1,009.80 was reflected on Mr. and Mrs. Nguyen's 2016 real estate property tax bill. The Nguyens are requesting relief from the entire MSBU abatement assessment amount.

In addition, there is another potential resolution:

The Board could find that the non-ad valorem assessment was assessed in error, based on the facts detailed above. After a roll has been certified to the Tax Collector, the Board may seek to make corrections to it by filing Form DR-409A, Certificate of

Correction of Non-Ad Valorem Assessment Roll, with the Tax Collector. The Tax Collector would then *request* authority from the Florida Department of Revenue to cancel the MSBU abatement portion of Mr. and Mrs. Nguyen's 2016 non-ad valorem assessments. However, if the Florida Department of Revenue does not consider the request to be a permissible reason for cancellation of the MSBU abatement assessment, it will deny the Tax Collector's request and the assessment will remain on Mr. and Mrs. Nguyen's tax roll. In this scenario, the Florida Department of Revenue makes the final determination.

BUDGETARY IMPACT:

General Fund 001, Cost Center 110201 Administration

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kia Johnson has reviewed and drafted this recommendation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15596 **County Attorney's Report 12. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 02/07/2019
Issue: VT Mobile Aerospace and Engineering, Inc.
From: Kristin Hual, Senior Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Second Amended and Restated Interlocal Agreement Relating to VT Mobile Aerospace and Engineering, Inc. at the Pensacola International Airport.

That the Board consider the Second Amended and Restated Interlocal Agreement Relating to VT Mobile Aerospace and Engineering, Inc. at the Pensacola International Airport as proposed by the City of Pensacola.

BACKGROUND:

On March 6, 2014, the County entered into an Interlocal Agreement with the City of Pensacola relating to the funding of the VT Mobile Aerospace and Engineering, Inc. f/k/a ST Aerospace of Mobile, Inc. ("Company") for the location of a new Aircraft MRO business operation, to include the construction of one (1) hangar ("Hangar 1") that would create and maintain 300 FTE jobs at the Pensacola International Airport ("Airport"). Per the terms of the Agreement, the County agreed to contribute 8M to pay a portion of the project cost for Hangar 1, of which the City agreed to repay the County 3.2M on or before December 31, 2019.

On November 1, 2018, the County entered into an Amended Interlocal Agreement with the City of Pensacola relating to the additional funding for the Company's proposed expansion of the existing business operation, to include the construction of three (3) additional hangars, an administrative office building, a warehouse, shops and support facilities building, with associated aprons, taxiways, and automobile parking, that would create and maintain an additional 1,325 FTE jobs at the Airport ("Expansion Project"). Per the terms of the First Amended Agreement, the County agreed to contribute an additional 10M to pay a portion of the Expansion Project cost, to include the 3.2M previously contributed to the City,

which would be paid by the City in lieu of repayment to the County.

As proposed by the City under the terms of the Second Amended and Restated Interlocal Agreement, the County would agree to increase its additional funding for the Expansion Project cost from 10M to 15M.

BUDGETARY IMPACT:

LOST IV Fund 353, LOST Economic Development Cost Center 110277.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Second Amended and Restated Interlocal Agreement was reviewed and approved by Senior Assistant County Attorney Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

2014 Interlocal Agreement

2018 Amended Interlocal Agreement

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

BCC Regular Meeting
Meeting Date: 03/06/2014
Issue: Project Stallion Interlocal Agreement with the City of Pensacola
From: Larry M. Newsom, Interim County Administrator
Organization: County Administration
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Project Stallion Interlocal Agreement with the City of Pensacola – Larry M. Newsom, Interim County Administrator

That the Board consider the Interlocal Agreement from the City of Pensacola for Project Stallion.

BACKGROUND:

At the February 13th Committee of the Whole the Board directed staff to engage with City officials to determine if any funding from the City's Economic Development could be committed for the local funding gap related to Project Stallion. County and City officials met, and the City stated that this funding was not available. On February 27th the City Council met and approved the attached Interlocal Agreement.

This Agreement provides the following:

- The County will provide $8,000,000 to fully fund the local share of this project. These funds will be made available in four construction draws with the first $2,000,000 draw upon execution of the lease between ST Aerospace and the City.
- A total of $3,200,000 will be repaid to the County by the City no later than December 31, 2019 and will be secured with a pledge from the City's Communications Services Tax (CST).
- 36 months after the date of beneficial occupancy and continuing for 7 years, the City shall be required to pay the County a total of $2,286 per job each year for every job below 300 full-time jobs or their equivalent that ST Aerospace does not employ during a given year.
- If the company ceases operations at the Pensacola International Airport within 10 years from the date of beneficial occupancy and the City cannot recruit a replacement tenant with a similar number and type of jobs, the City will reimburse the County the total $4,800,000. This pledged repayment will also be secured by a lien on the City's CST.
- The City will use reasonable efforts to secure a total of $550,000 in various grants for workforce development.

BUDGETARY IMPACT:

The County will utilize $8,000,000 from its Local Option Sales Tax (LOST) reserve to fund this project. This will leave approximately $845,000 in the County's LOST reserves.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

ESCAMBIA COUNTY
CLERK'S ORIGINAL
3/6/2014 CAR III-2

Verified By: DH
Date: 3/10/2014

INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF PENSACOLA RELATING TO THE FUNDING OF ST AEROSPACE OF MOBILE, INC. AT THE PENSACOLA INTERNATIONAL AIRPORT AND THE DEVELOPMENT AND IMPROVEMENT OF THE LOCAL ECONOMY

THIS INTERLOCAL AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 222 W. Main Street, Pensacola, Florida 32502 (each being at times referred to as a "Party" or Parties).

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County and the Pensacola City Council are authorized by §§163.01, Florida Statutes et seq., to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, as the governing bodies of the County and the City recognize the leadership roles they play in assisting and guiding the development of the local economy and improving its economic base; and

WHEREAS, as a result, the County and the City now jointly find it advantageous and appropriate to contribute their fiscal resources to the Project; and

WHEREAS, the City anticipates entering into a Real Property Lease with ST Aerospace of Mobile, Inc. ("Company") for the location of a new Company Aircraft MRO business operation creating and maintaining 300 new full-time jobs or equivalents at the Pensacola International Airport ("Airport"); and

Whereas, the Company's Aircraft MRO business requires the construction of a hangar, shops, storage, offices, aircraft servicing facilities, site ingress and egress, aircraft ramps, movement areas, and automobile parking (collectively referred to herein as the "Project") at the Airport with an estimated Project Cost of $37,344,300.00; and

WHEREAS, the City and County desire to cooperate in providing economic incentives to the Company to locate its Aircraft MRO business at the Airport as agreed to in this Interlocal Agreement; and

WHEREAS, the County will provide initial funding in the amount of $8,000,000.00 for the Project, of which a portion, in the amount of $3,200,000.00 will be repaid to the County by the City as provided herein; and

WHEREAS, the City and the County have determined that the expenditure of funds for the Project is for a paramount public purpose and that the economic benefits to be realized from the project far outweigh the costs of the Project being paid by the City and the County;

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein, the parties do hereby agree as follows:

1. The total estimated Project Cost is $37,344,300.00. In the recently executed Memorandum of Understanding, between the Company and the City, the Company has agreed to fund $7,244,300.00 of the Project Cost. The $30,100,000.00 balance of the Project Cost will be funded from the following sources:

   a. Eleven Million, Six Hundred Thousand Dollars ($11,600,000.00) grant from the Florida Department of Transportation;

   b. Up to Seven Million Dollars ($7,000,000.00) grant from the Industry Recruitment, Retention, and Expansion Fund (IRREF) obtained by the Company;

   c. Three Million, Five Hundred Thousand Dollars ($3,500,000.00) grant from the Airport's FY 2014 federal Airport Improvement Program entitlement funds;

   d. Eight Million Dollars ($8,000,000.00) of Local Funds from the County.

2. The County shall provide the City with the entire amount of Local Funds ($8,000,000.00) to pay a portion of the Project Cost. The City's share of Local Funds to be reimbursed to the County is $3,200,000.00. The City shall repay $3,200,000.00 of the Local Funds advance by the County no later than December 31, 2019. The County share of the Local Funds granted for the payment of a portion of the Project Cost is the first $4,800,000.00 paid to the City.

3. The City shall drawdown the County funded $8,000,000.00 in draws of $2,000,000.00. The first draw will be made upon execution of the Real Property Lease

by the Company and the City. The Real Property Lease requires Local Funds for financing and constructing the Project at the Airport for the use and occupancy of the Company in the conduct of its aircraft MRO Business. The City will apply for a funds draw and the County will transfer the draw to the City in five (5) calendar days from the date of the City's request. For each draw, the City will provide the County with reasonable documentation that the last $2,000,000.00 draw has been exhausted paying Project Cost. If the Project is cancelled at any point, the City's share of Local Funds actually advanced (up to $3,200,000.00) by the County will be repaid no later than December 31, 2019 by the City.

4. The City's obligation to pay to the County the Local Funds in the amount of $3,200,000.00 is payable solely from and secured by a first and prior lien upon the City's Communication Services Tax. The City's share of Local Funds shall be deposited in equal monthly installments to a special account hereby established by the City for payment to the County beginning December 31, 2018. Nothing herein shall prohibit the City from using any other legally available funds to make such deposits.

5. The County and the City are participating in the Project to further their collective local economic development purposes. The Company will be required to maintain an employment level of 300 full-time jobs or equivalents during the term of its Lease. After thirty six (36) months from the date of beneficial occupancy as defined in the Real Property Lease and continuing for seven (7) years thereafter, the City shall be required to pay the County Two Thousand, Two Hundred Eighty-Six Dollars ($2,286.00) per job for the difference between the actual average number of employees and 300 full-time jobs or equivalents that the Company employs during each Lease Year (12-month period). Any reimbursement made to the County by the City under this section will not exceed the $4,800,000.00 County contribution of Local Funds.

6. Should the Company cease operations at the Airport within ten (10) years from the date of beneficial occupancy as defined in the Real Property Lease and the City is not successful in recruiting a replacement tenant that will utilize the facilities in a manner consistent with the local economic development purposes and intent contemplated in this Interlocal Agreement within three (3) years from the cessation of the Company's operations at the Airport, the City will reimburse the County its $4,800,000.00 contribution of Local Funds over the succeeding seven (7) year period less any reimbursement previously paid by the City under Section 5 of this Interlocal Agreement.

7. The City's obligation to pay to the County the Local Funds in the amount of $4,800,000.00 described in Sections 5 and 6 is payable solely from and secured by a first and prior lien upon the City's Communication Services Tax. The City's obligation to

pay the County such amount shall be deposited in equal monthly installments over seven (7) years to a special account hereby established by the City for payment to the County, beginning on the date described in Section 6 of this Interlocal Agreement. Moneys in the special account shall be disbursed semi-annually to the County until the $4,800,000 is paid in full. Nothing herein shall prohibit the City from using any other legally available funds to make such deposits.

8. To assure that constituents will have a competitive chance for employment opportunities created by this initiative, the City is assisting the Company in pursuing Workforce Development assistance. The George Stone Technical Center has made a commitment to offer an Aviation Maintenance Technology Program no later than the fall semester of 2015. Also, the City will use reasonable efforts to secure $100,000.00 for customized industry training through Workforce Escarosa, Inc. for the Company, as well as, to secure for the Company $450,000.00 for customized industry training through the Quick Response Training Program operated by Workforce Florida, Inc.

9. The following are General Provisions of this Interlocal Agreement:

Liability. The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City of Pensacola, as a local governmental body of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which results in claims or suits against the City and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Interlocal Agreement.

Records. The parties acknowledge that this Interlocal Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Interlocal Agreement.

Assignment. The Interlocal Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

Headings. Headings and subtitles used throughout this Interlocal Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Survival. All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Interlocal Agreement, shall survive the termination of this Interlocal Agreement.

Interpretation. Interpretation of the terms of this Interlocal shall be subject to the following:

(a) For the purpose of this Interlocal Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Interlocal Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Severability. The invalidity or non-enforceability of any portion or provision of this Interlocal Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Interlocal Agreement and the balance hereof shall be construed and enforced as if this Interlocal Agreement did not contain such invalid or unenforceable portion or provision.

Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Interlocal Agreement.

Notices. All notices required to be given under this Interlocal Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator or City Administrator, to the respective parties as follows:

County
County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

City
City Administrator
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Interlocal Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Governing Law. The Interlocal Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Interlocal Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Interlocal Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Effective Date. This Interlocal Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Interlocal Agreement from the City of Pensacola.

* * * * *

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the 6th day of March, 2014, and the City of

Pensacola, by and through its Mayor, duly authorized to execute same on the 27th day of February, 2014.

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners

By: _____
~~Lumon May, Chairman~~ **Lumon J. May, Chairman**

Date: March 6, 2014

BCC APPROVED: 03-06-2014

Approved as to form and legal sufficiency:

By: _____

Date: 3/10/14

ATTEST: Pam Childers
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

_____
Deputy Clerk

CITY:

The City of Pensacola, a Florida Municipal Corporation

By: _____
Ashton J. Hayward, III, Mayor

ATTEST: Ericka Burnett
Clerk of the City of Pensacola

By: _____
City Clerk

Legal in form and valid as drawn:

By: _____
City Attorney

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

BCC Regular Meeting — County Attorney's Report
Meeting Date: 11/01/2018 — **Discussion III-1**
Issue: Approve an Interlocal Agreement Between the Escambia County Board of County Commissioners and the City of Pensacola Relating to the Funding of VT Mobile Aerospace and Engineering, Inc.
From: Alison P. Rogers, County Attorney
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Interlocal Agreement Between the Escambia County Board of County Commissioners and the City of Pensacola Relating to the Funding of VT Mobile Aerospace and Engineering, Inc. at the Pensacola International Airport and the Development and Improvement of the Local Economy.

That the Board approve an Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the funding of VT Mobile Aerospace and Engineering, Inc. at the Pensacola International Airport and the development and improvement of the local economy.

BACKGROUND:

The Interlocal Agreement reflects the Board's action of September 6, 2018.

BUDGETARY IMPACT:

The County has agreed to provide an additional $10 million dollars to the Project.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreement was reviewed by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

SEE PAGES 12-19 FOR THE SIGNED INTERLOCAL AGREEMENT WITH THE CITY OF PENSACOLA

MINUTES – September 6, 2018

REGULAR BCC AGENDA – Continued

7. Continued...

C. August 27, 2018, communication from Keith Wilkins regarding the proposed MRO Aviation Campus at Pensacola International Airport and the proposed funding that will be needed from Escambia County to support the project.

COMMISSIONER BERGOSH RELINQUISHED THE CHAIR TO COMMISSIONER MAY

Motion: To move forward with being a part of this Triumph request in the following ways, based on an Interlocal Agreement that will follow: [Fiscal] Year 2019-2020 – $3.2 million, Year 2020-2021 – $0, Year 2021-2022 – $2 million, Year 2022-2023 – $4.8 million	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Bergosh
Disposition: Carried 4-1, with Commissioner Underhill voting "no"	
Speaker(s): David Penzone	
Audio:	

COMMISSIONER MAY RELINQUISHED THE CHAIR TO COMMISSIONER BERGOSH

D. Quint and Rishy Studer's donation of a portion of land, approximately eight acres, located at 401 West Government Street, comprising of Escambia County Parcel ID No. 00-0S-0090-7001-003 (formerly known as the Escambia County Utilities Authority Main Street wasterwater treatment plant), to the Board of County Commissioners to construct a public facility, commonly referred to as a "field-house" type development, that could support indoor events and that is available to area residents and their families.

Motion: To "in the conceptual way, open up the dialogue with the Studers about this donation"	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Speaker(s): Gloria Horning	
Audio:	

Escambia County
Clerk's Original

11/1/2018 CAT III-1

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF PENSACOLA RELATING TO THE FUNDING OF VT MOBILE AEROSPACE AND ENGINEERING, INC. AT THE PENSACOLA INTERNATIONAL AIRPORT AND THE DEVELOPMENT AND IMPROVEMENT OF THE LOCAL ECONOMY

Date: 11/5/2018 Verified By:

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (each being at times referred to as a "party").

WITNESSETH:

WHEREAS, the Escambia County and the City of Pensacola are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the County and the City recognize the leadership roles they play in assisting and guiding the development of the local economy and improving its economic base; and

WHEREAS, on March 6, 2014, Escambia County and the City of Pensacola previously entered into an Interlocal Agreement relating to the funding of VT Mobile Aerospace Engineering, Inc., f/k/a ST Aerospace of Mobile, Inc. ("Company") for the location of a new Aircraft MRO business operation to include the construction of one (1) hangar ("Hangar 1"), that would create and maintain 300 full-time equivalent jobs at the Pensacola International Airport ("Airport"); and

WHEREAS, on September 9, 2014, the City and Company entered into the Pensacola International Airport Real Property Lease Agreement ("Lease Agreement") setting forth the terms and conditions whereby the City would lease certain real property within the Airport to the Company for the location of the new Aircraft MRO business operation in Hangar 1; and

WHEREAS, per the Interlocal Agreement, the County previously contributed Local Funds in the amount of $8,000,000 to pay a portion of the final project cost of $46,000,000 for Hangar 1, of which the City agreed to repay the amount of $3,200,000 to the County no later than December 31, 2019; and

WHEREAS, Company has proposed an expansion of the existing business operation, to include the construction of three (3) additional hangars, an administrative office building, and a warehouse, shops and support facilities building, with associated aircraft aprons, taxiways, and automobile parking, that would create and maintain an additional 1,325 full-time equivalent jobs at the Airport ("Expansion Project"); and

WHEREAS, the County and City desire to cooperate in providing economic incentives to the Company to support the Expansion Project; and

WHEREAS, the County has agreed to provide additional funding in the total amount of $10,000,000 to pay a portion of the estimated Expansion Project cost of $210,128,000 as provided herein; and

WHEREAS, the City and the County have determined that the expenditure of additional funds for the Expansion Project is for a paramount public purpose and the economic benefits far outweigh the costs contributed by the City and the County.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants herein, the parties do hereby agree as follows:

Article 1
Recitals

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 This Agreement supersedes in its entirety the prior Interlocal Agreement between the County and the City, dated March 6, 2014, relating to Hangar 1.

1.3 Terms defined. For the purpose of this Interlocal Agreement, the term "Date of Beneficial Occupancy" shall mean the date the program manager certifies that the Expansion Project facilities have been substantially completed in substantial compliance with the Expansion Project plans and a certificate of occupancy has been issued for the Expansion Project facilities.

Article 2
Responsibilities of Parties

2.1 The estimated Expansion Project cost of $210,128,000 shall be funded as follows:

a. Fifty-Six Million Dollars ($56,000,000.00) from Triumph Gulf Coast, Inc.;

b. Thirty-Five Million Dollars ($35,000,000.00) from the Company;

c. Fifty Million Dollar ($50,000,000.00) grant from the Florida Department of Transportation;

d. Seventeen Million Dollars ($17,000,000.00) from the State of Florida;

e. Seventeen Million Dollars ($17,000,000.00) from the U.S. Economic Development Administration;

f. Ten Million Dollars ($10,000,000.00) of Local Funds from the City;

g. Fifteen Million One Hundred Twenty Eight Thousand Dollars ($15,128,000.00) from other sources;

h. Three Million, Two Hundred Thousand Dollars ($3,200,000.00) of Local Funds from the City, which shall be contributed *on behalf of the County in lieu of repayment to the County under the March 6, 2014 Interlocal Agreement*; and

i. Six Million, Eight Hundred Thousand Dollars ($6,800,000.00) of Local Funds from the County.

2.2 On or before December 31, 2019, the City shall contribute funding for the Expansion Project in the amount of Three Million, Two Hundred Thousand Dollars ($3,200,000.00) *on behalf of the County in lieu of repayment to the County under the March 6, 2014 Interlocal Agreement.*

2.3 On or before September 30, 2022, the County shall provide the City with funding for the Expansion Project in the amount of two million dollars ($2,000,000.00). On or before September 30, 2023, the County shall provide the City with the remaining amount of four million, eight hundred thousand dollars ($4,800,000.00). The County's total funding obligation will be contingent upon the City securing funding commitments sufficient to construct the Expansion Project.

2.4(a) The County and the City have contributed funds for the construction of Hangar 1 to further their collective local economic development goals. The Company will be required to create and maintain an employment level of 300 full-time equivalent jobs at Hangar 1 during the term of the Pensacola International Airport Real Property Lease Agreement entered into by the City and Company for Hangar 1. After thirty six months from the *date of beneficial occupancy*, as defined in the lease for Hangar 1, and continuing for seven (7) years thereafter, the City shall pay County the sum of two thousand two hundred eighty six dollars ($2,286.00) per job (calculated by dividing $4,800,000 by (300 jobs multiplied by 7 years), rounded) for the difference between the actual average number of employees and 300 full-time equivalent jobs maintained by the Company during each lease year (12-month period). The City's obligation to reimburse the County under this section shall not exceed the amount of four million eight hundred thousand dollars ($4,800,000.00).

2.4(b) The County and the City are contributing funds to the Expansion Project to further their collective local economic development goals. The Company will be required to create and maintain an employment level of 1,325 full-time equivalent jobs at the Expansion Project during the term of the Pensacola International Airport Real Property Lease Agreement to be entered into by the City and Company for the Expansion Project. After thirty six months from the *date of beneficial occupancy, as defined in the lease for* the Expansion Project and continuing for seven (7) years thereafter, the City shall pay County the sum of one thousand seventy eight dollars ($1,078.00) per job (calculated by dividing $10,000,000 by (1,325 jobs multiplied by 7 years), rounded)for the difference between the actual average number of employees and 1,325 full-time equivalent jobs maintained by the Company during each lease year (12-month period). The City's obligation to reimburse the County under this section shall not exceed the amount of ten million dollars ($10,000,000.00). Jobs created at Hangar 1 in excess of the number of jobs required to meet the requirements of section 2.4(a) above may be counted toward the jobs

requirement of this section 2.4(b). Jobs created at the Expansion Project in excess of the number of jobs required to meet the requirements of this section 2.4(b) may be counted toward the jobs requirement of section 2.4(a) above.

2.5 If the Expansion Project is terminated at any time prior to the *date of beneficial occupancy* of the Expansion Project, the City will reimburse the County in the amount of three million two hundred thousand dollars ($3,200,000.00) paid on behalf of the County and the full amount of any Local Funds contributed by the County to date up to six million eight hundred thousand dollars ($6,800,000.00). The City's obligation to reimburse the County under this section shall not exceed the amount of ten million dollars ($10,000,000.00).

2.6 If the Company should cease operations at the Airport within ten (10) years from the *date of beneficial occupancy* of the Expansion Project and the City is unsuccessful recruiting a replacement tenant that will utilize the facilities in a manner consistent with the parties' joint economic development goals as contemplated in this Interlocal Agreement within three (3) years from the cessation of the Company's operations at the Airport, the City will reimburse the County in the amount of fourteen million eight hundred thousand dollars ($14,800,000.00) over the succeeding seven (7) year period less any reimbursement previously paid by the City under section 2.4 above.

2.7 The City's obligation to reimburse the County as described in sections 2.4 - 2.6 above is payable solely from and secured by a first and prior lien upon the City's Communication Services Tax. The City's obligation to pay the County such amounts shall be deposited in equal monthly installments over seven (7) years to a special account hereby established by the City for payment to the County, beginning on the date described in section 2.6 of this Interlocal Agreement. Moneys in the special account shall be disbursed semi-annually to the county until the amounts required by sections 2.4 – 2.6 have been paid in full. Nothing herein shall prohibit the City from using any other legally available funds to reimburse the County.

2.8 To further the parties' local economic development goals, the City, to the extent that it may lawfully do so and to the extent allowed by the City's current and future grant agreements governing Pensacola International Airport or the Expansion Project, will require all contractors awarded contracts related to the Expansion Project to make good faith efforts to comply with the *Covenant for the Community* attached hereto as Exhibit A.

Article 3
Miscellaneous Provisions

3.1 Effective Date. This Agreement, after being properly executed by the parties named herein, shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

3.2 Liability. The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City, as a local governmental body of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a

subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the City and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Agreement.

3.3 Public Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

3.4 Assignment. The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.5 All Prior Agreements Superseded.

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.6 Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.7 Survival. All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

3.8 Interpretation.

a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings.

the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

3.9 Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

3.10 Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

3.11 Notices. All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

Escambia County:
County Administrator
221 Palafox Place, Ste. 420
Pensacola, Florida 32502

City of Pensacola:
Mayor
222 West Main Street
Pensacola, FL 32502

3.12 Governing Law. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

3.13 No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates, under each signature.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners

By: _____
Jeff Bergosh, Chairman

Date: 11/1/2018

BCC APPROVED: 11/1/2018

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 11/1/18

CITY:
THE CITY OF PENSACOLA, a Florida Municipal Corporation

By: _____
Ashton J. Hayward, III, Mayor

ATTEST: Ericka Burnett
Clerk of the City of Pensacola

By: _____
City Clerk

Legal in form and valid as drawn:

_____
Lysia H. Bowling, City Attorney

Approved as to content:

_____
Keith Wilkins, City Administrator

EXHIBIT A
COVENANT FOR THE COMMUNITY

1) Unless otherwise prohibited by Federal or State Law, the Covenant establishes the following LOCAL BUSINESS INCLUSION/PARTICIPATION GOALS for County procurements relating to construction projects and capital improvements:

- Local Business 70%
- 70% of all existing employees must be local residents; and
- 70% of newly hired employees must be local residents.

"Local Business" shall be defined as provided in Sec. 46-110(b), Escambia County Code of Ordnances. "Local Resident" shall mean an employee residing in Escambia or Santa Rosa County.

2) All Contractors awarded contracts for construction projects to which the terms of the Covenant are applied ("Covenant Project") shall be required to prepare a LOCAL BUSINESS INCLUSION PLAN detailing the percentage of anticipated LOCAL BUSINESS participation for the Covenant Project.

3) If the Contractor fails to meet the participation goals, the Contractor shall submit a report detailing the Contractor's "BEST EFFORTS" to achieve the goals, including:

Evidence of solicitation/procurement efforts;
Correspondence with Local Businesses;
Logs of telephone communications with Local Businesses; and
Bid/Solicitation results.

4) All Contractors and related subcontractors performing work or providing goods/services for the Covenant Project must agree to comply with a NON-DISCRIMINATION POLICY and to comply with Escambia County Code of Ordinances Section 46-110; 46-111; and 46-112.

5) All Contractors awarded contracts for a Covenant Project are required to provide a MANPOWER PROJECTION PLAN to include the following information:

Scope of Work for the Project;
Projected manpower requirements for the Project;
Number of new hires required for the Project (must be publicly advertised); and
Skill/expertise required for each position.

6) On a quarterly basis, all Contractors awarded contracts for a Covenant Project are required to provide the following Reports:

LOCAL BUSINESS INCLUSION REPORT detailing amounts billed by all subcontractors/vendors each month and whether the subcontractors/vendors are LOCAL BUSINESSES; and the total amount billed to date by all subcontractors/vendors and percentage of that total billed by LOCAL BUSINESSES.

MANPOWER REPORT listing the name/address and job classification of each employee of the Contractor who is performing work on the Project, and whether each employee listed in the report is a new or an existing employee.